



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 1, 2017

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Pledge of Allegiance
2. Invocation - Pastor Tom Nelson of First United Methodist Church
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. July 11, 2017 - Special City Council Meeting
 - b. July 18, 2017 - Regular City Council Meeting
 - c. July 25, 2017 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Mead and Hunt, Inc. request for assignment of contracts from Quentin L. Hampton & Associates pursuant to the merger
 - b. Approval of Task Authorization No. 13 to Quentin L. Hampton Associates, Inc. n/k/a Mead and Hunt, Inc. for Engineering Services relating to the Engineering and Design of the South Commonwealth Water Main Improvement Project
 - c. Approval of Amendment and Extension Agreement with KemperSports Management, Inc. for Golf Course Management Services
 - d. Approval of Service Contract with Halifax Humane Society

e. Approval of Addendum No. 13 to Quentin L. Hampton Associates, Inc. n/k/a Mead and Hunt, Inc. for Construction Engineering and Inspection (CEI) Services for the McDonald Road sidewalk project

f. Approval of Addendum No. 14 to Quentin L. Hampton Associates, Inc. n/k/a Mead and Hunt, Inc. for Construction Engineering and Inspection (CEI) Services for the Victoria Gardens sidewalk project

8. Approval of the 2017 CDBG Annual Action Plan (2nd Year)

C. CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

D. COUNCIL COMMENTS

9. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

10. Report from KemperSports on the Cypress Head Golf

11. Report from the Fire Pension Plan's Actuary - Patrick Donlan

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

12. Parks & Recreation Advisory Board Report

13. Library Advisory Board Appointment

14. Environmental Advisory Board Appointment

15. Charter Review Board Appointments

16. Civil Service Board Appointments

G. TABLED ITEMS

17. Award of ITB #17-24 to Yellowstone Landscaping for Professional Landscaping Maintenance Service for Retention Ponds (Tabled on 7/18/17)

H. PUBLIC HEARING

18. Second Reading - Ordinance No. 2017-22 - Moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange; Case No. 17-25000004

19. Second Reading - Ordinance No. 2017-23 - Adding subsection (g) to Section 2-262 of the Code - providing authority to follow federal and state guidelines for purchasing goods or services with federal or state grants.

20. Second Reading - Ordinance No. 2017-24 - Maintenance, testing and inspection of backflow prevention devices

I. REGULAR AGENDA

- 21. First Reading - Ordinance No. 2017-25 - Amending Section 74-33 Regarding Utility Deposits
- 22. First Reading - Ordinance No. 2017-26 - Revising Sections 2-240, 2-240.5, and 74-31 Related to Utility Billing and Collections

J. COMMENTS

- 23. City Attorney Comments
- 24. City Manager Comments

K. COUNCIL COMMITTEE REPORTS

- 25. City Council Committee Reports
 - a. River to Sea TPO
 - b. General Employees' Pension Plan

L. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED.

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS

BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

PORT ORANGE CITY COUNCIL
SPECIAL MEETING MINUTES
2nd FLOOR CONFERENCE ROOM
1000 CITY CENTER CIRCLE
JULY 11, 2017

THE CITY COUNCIL SPECIAL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:00 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call: PRESENT: Councilman Bob Ford
 Councilman Donald Burnette
 Councilman Scott Stiltner
 Vice Mayor Drew Bastian
 Mayor Allen Green

ALSO PRESENT: Jake Johansson, City Manager
 Robin Fenwick, City Clerk

ACTION ITEM

4. Funding Request for Port Orange Panthers Girls Softball Team

Jake Johansson, City Manager, asked Council to consider assisting the girls softball team to attend the Babe Ruth World Series.

Susan Lovallo, Parks & Recreation Direction, provided background information regarding the City's participation in the Babe Ruth World Series tournament. The parents have paid for their players to play at each level and need help to attend the World Series tournament. The Parks Department has run the concession stand that the parents have paid into throughout the year. The teams have requirements to attend the World Series. The flat fee for rooms are \$160.00. The request is to not exceed \$13,440. Parents will cover all expenses other than the hotel rooms.

Councilman Tramont doesn't believe the Babe Ruth tournament is a "world series". He would be willing to pay for three (3) coaches with four (4) players in each room for a total of six (6) rooms. Ms. Lovallo explained the extra expenses that may be incorporated with his plan. She would need to transport and feed the team that is not included in the current request.

Councilman Stiltner asked how often our teams go to a tournament of this level. Ms. Lovallo said the City has been affiliated with Babe Ruth for four (4) years. She asked Council to consider withdrawing from Babe Ruth if the teams can't make it through to the World Series. The City pays a fee to be affiliated. Mayor Burnette does not support leaving the Babe Ruth organization.

Councilman Bastian supports the request as presented. The players have worked hard to get to the World Series.

Vice Mayor Ford asked where the funds would go if not for this tournament. Ms. Lovallo said the funds are used for scholarships but there is excess. He would like to have a policy for fair treatment across the board with all sports/teams.

Mayor Burnette suggested Council look at the big picture and support the team as they represent us.

Motion to approve the funding request in the amount not to exceed \$13,440 was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Mike Belis, Coach of the Port Orange Panthers, said the Babe Ruth path is pre-set and the players showed up to play. He asked Council to support the request and show these girls they support their accomplishments.

Staff will continue checking room availability.

Motion carried 4-1 by roll call vote with Councilman Tramont voting no.

ADJOURNMENT – 5:34 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JULY 18, 2017

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Chase Tramont Councilman Drew Bastian Councilman Scott Stiltner Vice Mayor Bob Ford Mayor Donald Burnette
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Ted Nofall, citizen, expressed his objection to the increase in the stormwater fee. He would like to see an accounting of the fund first.

5. Agenda Approval

The following items were pulled for further discussion: #13 and 7(a).

Margaret Roberts, City Attorney, advised Council of the minor revisions of the contract to match the agenda item.

Councilman Bastian asked that Item #20 be moved up on the agenda prior to the Public Hearing. Mayor Burnette expressed a concern with moving items around on the agenda because it pushes others down that may be present for an item.

6. Approval of Minutes

a. April 25, 2017 - Joint Workshop with City Council & Parks & Recreation
Advisory Board

b. June 20, 2017 - Regular City Council Meeting

c. June 27, 2017 - City Council Workshop

7. Bid Awards and Contract Items

a. Award of ITB #17-24 to Yellowstone Landscaping for Professional
Landscaping Maintenance Service for Retention Ponds

b. Award of ITB #17-27 to Commercial Construction, Inc. for HVAC replacement at the Allen Green Center

c. Approval of Agreement and Easement with FPL for permanent power at Riverwalk Park 1B

8. Resolution No. 17-28 – Easement Vacation – Lot 33, Waters Edge – Phase XII

9. Resolution No. 17-30 - Budget Appropriation

10. Notice of Tentative Increase of Non-Ad Valorem Stormwater Utility Assessment Rate

11. Request for Major Special Event – Remarkable River Run 5K/15K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue

12. Request for Major Special Event – Volusia Flagler Family YMCA River Sprint Triathlon @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue

13. Request for Approval of Amendment to CDBG FY 2014 Annual Plan

Motion to approve the Consent Agenda as amended was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

Motion to move Item #20 to be heard after the Consent Agenda was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by voice vote.

7(a) - Award of ITB #17-24 to Yellowstone Landscaping for Professional Landscaping Maintenance Service for Retention Ponds

Councilman Stiltner asked Council to postpone the award for further research. He is concerned with awarding additional work to the contractor.

Motion to table to August 1, 2017 was made by Councilman Stiltner, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

13. Request for Approval of Amendment to CDBG FY 2014 Annual Plan

Vice Mayor Ford is concerned with the paving being done before the approval of Council.

Motion to approve was made by Vice Mayor Ford, and Seconded by Councilman Bastian. Motion was carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Mr. Nofall expressed his concerns regarding lack of conversation between citizens and Council during Council meetings and the inability of citizens to pull Consent Agenda items for further discussions.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Councilman Tramont thanked IT Staff for their work on the Council Chambers equipment.

Mayor Burnette asked for some updates on outstanding items. Mr. Johansson provided same.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided the monthly update for the golf course.

PUBLIC HEARING

16. Second Reading - Ordinance No. 2017-12 - Section 2-279 Cone of Silence

Mayor Burnette read Ordinance No. 2017-12.

ORDINANCE NO. 2017-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2 TO ESTABLISH SECTION 2-279, CONE OF SILENCE; PROVIDING FOR DEFINITIONS, PROHIBITED COMMUNICATIONS, EFFECTIVE DATES, NOTICE, PERMITTED COMMUNICATIONS, VIOLATIONS AND APPEAL PROCEDURES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

17. Second Reading - Ordinance No. 2017-20 - Revision to City Code Section 2-261 - Petty Cash Funds; authorization and procedures

Mayor Burnette read Ordinance No. 2017-20.

ORDINANCE NO. 2017-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-261, REGARDING PETTY CASH FUNDS AUTHORIZATION AND PROCEDURES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

18. Second Reading - Ordinance No. 2017-21 -Revision to Section 2-240-Utility billing, delinquent accounts, liens and adjustments

Mayor Burnette read Ordinance No. 2017-21.

ORDINANCE NO. 2017-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING SECTION 2-240 RELATED TO UTILITY AND MISCELLANEOUS SERVICES BILLING, ADJUSTMENTS, DELINQUENT ACCOUNTS AND LIENS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

19. First Reading - Ordinance No. 2017-22 - Moratorium on the submittal, processing, and issuance of any permit for wireless facilities, communication towers, and wireless support structures in the rights-of-way and on private property in the City of Port Orange; Case No. 17-25000004

Ms. Roberts advised of the revisions provided which relate only to the right of way and not the private property. She recommends another Ordinance to address the private property.

Mayor Burnette read Ordinance No. 2017-22.

ORDINANCE NO. 2017-22

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ESTABLISHING A MORATORIUM ON THE ISSUANCE OF PERMITS FOR CONSTRUCTION OF WIRELESS FACILITIES, COMMUNICATION TOWERS, WIRELESS SUPPORT STRUCTURES AND OTHER COMMUNICATIONS FACILITIES USED IN SUPPORT OF WIRELESS SERVICES WITHIN THE RIGHTS-OF-WAY OF THE CITY OF PORT ORANGE; PROVIDING FOR THE DURATION OF THE MORATORIUM; PROVIDING FOR INTERPRETATION; PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve as presented with the revision was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

REGULAR AGENDA

20. First Reading - Ordinance No. 2017-19 - Increasing Police Pension Board Terms to Four Years

Mayor Burnette read Ordinance No. 2017-19.

ORDINANCE NO. 2017-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE PORT ORANGE POLICE PENSION FUND TO PROVIDE FOR FOUR-YEAR TRUSTEE TERMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Councilman Bastian, and Seconded by Councilman Stiltner.

Karan Rounsavall, Plan Administrator, explained the reason for the request to increase the terms of the trustees. She has found that the two (2) year terms do not allow trustees enough time to be fully trained.

Councilman Stiltner asked if the current members would be extended. Ms. Rounsavall said no. The terms are up in October 2017. Council would like to see staggered terms.

Ms. Roberts suggested the Ordinance be changed to include the changes as discussed. She will revise the Ordinance and bring it back for another first reading.

Motion to return to staff for revisions was made by Councilman Stiltner, and Seconded by Councilman Bastian. Motion carried unanimously by voice vote.

Motion to approve the ordinance was withdrawn by Councilman Bastian.

21. First Reading - Ordinance No. 2017-23 - Adding subsection (g) to Section 2-262 of the Code - providing authority to follow federal and state guidelines for purchasing goods or services with federal or state grants.

Mayor Burnette read Ordinance No. 2017-23.

ORDINANCE NO. 2017-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE OF ORDINANCES REGARDING PURCHASE AND SALES PROCEDURES TO ENSURE CONSISTENCY WITH STATE AND FEDERAL PROCUREMENT LAWS AS WELL AS THE TERMS AND CONDITIONS OF GRANTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Councilman Bastian, and Seconded by Councilman Stiltner. Motion carried unanimously by roll call vote.

22. First Reading - Ordinance No. 2017-24 - Maintenance, testing and inspection of backflow prevention devices

Mayor Burnette read Ordinance No. 2017-24.

ORDINANCE NO. 2017-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 74, ARTICLE VIII, SECTION 74-249, ESTABLISHING REGULATIONS FOR MAINTENANCE, TESTING AND INSPECTION OF BACKFLOW PREVENTION DEVICES; UPDATING STATUTORY REFERENCES; IDENTIFYING WHICH CERTIFICATES AND TRAINING PROGRAMS ARE RECOGNIZED FOR CERTIFICATION OF BACKFLOW DEVICE TESTERS; AUTHORIZING A MONTHLY FEE FOR INSPECTION AND MAINTENANCE OF SINGLE-FAMILY RESIDENTIAL BACKFLOW DEVICES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ms. Roberts advised of a minor addition to add language recognizing the City does inspections on City properties.

Motion to approve was made by
Councilman Bastian, and Seconded by
Councilman Stiltner.

Vice Mayor Ford asked if this is a new program or something that is already done. Lynn Stevens, Public Utilities Director, advised that it is a program that is already in place.

Mr. Noftall has questions on the changes being made to residential properties and if it's required on all homes. He doesn't believe his home has a backflow preventer. Vice Mayor Ford said it is added to the water bill and said everyone has backflow preventers. Mr. Johansson asked that Mr. Noftall meet with the Public Utilities Director for answers to his specific questions.

Motion carried unanimously by roll call
vote.

23. Resolution No. 17-31 - Naming of the Old Police Department

Mayor Burnette read Resolution No. 17-31.

RESOLUTION NO. 17-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; NAMING THE FORMER

POLICE DEPARTMENT BUILDING, LOCATED AT 1395 DUNLAWTON AVENUE IN HONOR OF STATE SENATOR DOROTHY L. HUKILL, FORMER CITY OF PORT ORANGE MAYOR AND COUNCILMEMBER; PROVIDING THAT THE BUILDING BE NAMED THE "DOROTHY L. HUKILL CITY CENTER ANNEX"; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve was made by Councilman Stiltner, and Seconded by Vice Mayor Ford. Motion carried unanimously by roll call vote.

24. FY18 Budget Presentation

Alan Rosen, Assistant City Manager, provided information on economics and revenue impact analysis. He reminded Council the maximum millage rate is due to the Property Appraiser no later than August 1, 2017. The maximum millage rate can go down but cannot go any higher. For each 0.1 mill change in the tax rate, the revenue will change by about \$280,000.

Tracey Riehm, Finance Director, discussed the proposed revenues, trends, and difference between FY17 Budget vs. FY18 Budget at Rollback. Ms. Riehm discussed the new large items included in the budget that makes up the \$1.5 increase.

Council discussed their concerns with the large millage rate increase being requested but understand the items being requested are needed and most were cut in previous years.

Mr. Johansson explained the balancing act he and Staff have worked on due to the direction of the Council throughout the year.

Mayor Burnette suggested a Special Meeting be scheduled with the Workshop for Tuesday, July 25, 2017.

Mr. Nofall would like to know the clear direction the Council is providing to Staff on the direction of the City.

COMMENTS

25. City Attorney Comments

Ms. Roberts advised that she and staff are working on the legal aspects of the stormwater fee revisions. She is utilizing the services of outside legal counsel. There will be a Special Meeting on September 12, 2017 to consider the Resolution revising the stormwater rate.

a. City Attorney Evaluation

Ms. Roberts thanked Council for their feedback and constructive criticism. Council is pleased with the City Attorney and her staff. They believe there has been improvement.

26. City Manager Comments

a. Medical Marijuana Dispensaries

Mr. Johansson discussed the two options for dispensaries. They can be banned completely from the City or they must meet the same requirements, and not more requirements, than a drugstore. He asked Council for direction for an ordinance change to come before them on August 1, 2017.

Vice Mayor Ford is concerned with any future changes that the State may make regarding to placement.

Council's consensus was to not ban the dispensaries.

b. Animal Cruelty Resolution

Council agreed to follow the lead of Daytona Beach Shores' resolution.

COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

- a. ArtHaus – Vice Mayor Ford reported on the art show held recently.
- b. Port Orange/South Daytona Chamber of Commerce – Mayor Burnette encouraged Council to attend the After Hours with the Chamber on Thursday, July 20, 2017.
- c. Roundtable of Elected Officials – Mayor Burnette discussed items from the recent meeting held.

ADJOURNMENT: 9:56 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk

PORT ORANGE CITY COUNCIL
SPECIAL MEETING/WORKSHOP MINUTES
COUNCIL CHAMBERS
1000 CITY CENTER CIRCLE
JULY 25, 2017

THE CITY COUNCIL SPECIAL MEETING/WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	PRESENT:	Councilman Bob Ford Councilman Donald Burnette Vice Mayor Drew Bastian Mayor Allen Green
	ABSENT:	Councilman Scott Stiltner (excused)
	ALSO PRESENT:	Jake Johansson, City Manager Margaret Roberts, City Attorney Robin Fenwick, City Clerk

DISCUSSION ITEMS

4. Financial Report - June 2017

Tracey Riehm, Finance Director, provided details from the June 2017 Financial Report.

5. FY18 Budget Presentation

Ms. Riehm discussed the 10-year revenue and expenditure history of the water & sewer (401) fund, as well as new personnel requested and funded and new items being requested within this fund. Solid Waste (410) and Drainage (412) funds were also discussed relating to the 10-year revenue and expenditure history and their needs for FY18. The requested increase with the Golf Course (450) fund was discussed. Eastport and Town Center Tax Increment funds were also reviewed. Revenues and expenditures for the Building Special Revenue (109) fund, Information Technology (501) fund, Vehicle Maintenance (503) fund, Risk Management (504) fund, Lease & Replacement (505) fund, and Building Maintenance (506) fund were reviewed. Ms. Riehm discussed the General Debt Service Funds, as well as the Water & Sewer Debt Service Funds and Drainage Debt Service Funds.

Joe Pietroburgo, 3890 Bourbon Street, expressed his concerns regarding the flooding on Yorktowne Blvd. He explained the request has been made since 2010 and affects the children trying to walk to Horizon Elementary School. The flooding is getting worse and causing mildew along the sidewalk.

Ted Noftall, citizen, would like a proper accounting of the water drainage fund. He does not support the 20% increase in the drainage fund until all funds are accounted for.

ACTION ITEMS

6. Setting Maximum Operating and Debt Millage Rate for Fiscal Year 2018

Councilman Tramont wants to cut the increase being proposed at least in half. He wants to protect the millage rate for next year due to the changes coming to the ad valorem taxes.

Vice Mayor Ford agreed with Councilman Tramont. He believes there are a lot of good things in this proposed budget but they can't all be done at once. He would like to keep the taxes the same as last year. He wants to focus on reasonable wages this year before adding new positions.

Councilman Bastian does not support reducing services or programs and wants to move forward not backwards. He supports the budget as presented. He reminded Council that they ask throughout the year what resources Staff needs and now is the time to provide those resources requested.

Ms. Riehm explained the increased revenue at rollback and the costs that will be needed to cover employees hired in FY17, increases in insurance, and other expenditures that are required.

Mr. Johansson asked Council to remember these discussions throughout the year when waiver requests and other funding requests are made of them. They all have implications at the end of the year.

Mr. Noftall believes Council should be discussing revenues and expenditures not fund accounting.

Mayor Burnette would like the motion tonight to be a starting point for further discussions.

Motion to approve the maximum millage rate at 4.4542 mils was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion failed with a 2-2 vote. Mayor Burnette and Councilman Bastian voted nay.

Motion to approve the maximum millage rate at 4.8370 was made by Councilman Bastian, and Seconded by Councilman Tramont.

Councilman Tramont withdrew his second. Motion failed for lack of a second.

Mayor Burnette requested a Special Meeting for July 31, 2017 if Council can't determine the maximum millage rate at this meeting.

Motion to approve the maximum millage rate at 4.5673 mils was made by Councilman Tramont, and Seconded by Vice Mayor Ford.

Mr. Johansson advised that the rate of 4.5673 mils will not meet the needs as directed by Council throughout the year and also meet the requirements of increased insurance premiums, etc.

Motion carried 3-1 by roll call vote with Councilman Bastian voting no.

Motion to establish the 2016 GO Bond rate at 0.3174 mils was made by Vice Mayor Ford, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

Motion to set public hearing dates of September 5, 2017 (tentative rates) and September 19, 2017 (final rates) was made by Councilman Bastian, and Seconded by Councilman Tramont. Motion carried unanimously by roll call vote.

ADJOURNMENT – 8:40 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: Yes

SUBJECT: (B7a) Mead and Hunt, Inc. request for assignment of contracts from Quentin L. Hampton & Associates pursuant to the merger

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the assignment from Quentin L. Hampton and Associates, Inc. to Mead and Hunt, Inc. of the following contracts pursuant to RFSQ #12-36, RFSQ #14-23 and RFSQ # 16-32, as amended and extended.

SUMMARY: The city was notified on approximately July 18th, that Quentin L. Hampton and Associates, Inc. has merged with Mead and Hunt, Inc. effective July 1, 2017. The merger documents provide that Mead and Hunt, Inc. will be the name of the combined entity. The company intends to legally register and continue to the use of the Quentin L. Hampton name for letterhead and general communications with its local clients. All contracts and legal instruments shall use the legal name of Mead and Hunt, Inc.

The existing contracts with Quentin L. Hampton and Associates, Inc. require city council approval for an assignment. The formal Contract Assignment is attached for city council consideration and approval for the assignment of the contracts as follows:
RFSQ # 12-36 dated October 1, 2013 for construction inspection services, as amended;
RFSQ #14-23 dated March 17, 2015, extended to March 16, 2018 for water, wastewater, reuse system engineering services; and
RFSQ #16-32 dated December 27, 2016 for civil engineering, traffic engineering, transportation planning, landscape architectural, environmental and planning services.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Merger Letter	Merger Letter.pdf
2.	Merger Letter with Exhibit 1	Revised Merger Letter dated July 18 2017 with Exhibit 1 Attached.pdf

Robin Fenwick
Margaret Roberts

Created/Initiated - 07/25/2017
Approved - 07/26/2017

Jake Johansson
Robin Fenwick

Approved - 07/27/2017
Final Approval - 07/27/2017



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 18th, 2017

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Transferring of Contract and associated projects from QLH to Mead & Hunt, Inc.

Dear Mr. Johansson,

We are pleased to announce that Quentin L. Hampton, Associates, Inc. (QLH) has merged with Mead & Hunt, Inc. (Mead & Hunt) as of June 30, 2017. This merger will increase the service offerings and capabilities available to our clients, but will not change the personnel assigned to your projects or affect the personalized service you have come to expect from QLH. All QLH employees have been retained and their roles and terms of service have not changed. We are requesting to exercise the assignment terms of the current engineering services contract(s), as written.

Mead & Hunt, an employee-owned corporation, provides professional services in architecture, engineering, planning, and historic preservation to diverse markets including dams and hydropower, food and beverage processing, military, municipal infrastructure, renewable energy, transportation (aviation, highways and bridges) and water resources throughout the United States. Founded in 1900, the firm employs about 600 employees from more than 30 offices located across the nation.

Please find enclosed two Contract Assignments for your signature. Please sign and return in the self-addressed stamped envelope and keep one for your records. If you have any questions regarding the Contract Assignment, please call Dawn Zanto at (608) 273-6380.

Thank you for your immediate attention in this matter.

Sincerely,

A blue ink signature of Brad T. Blais, consisting of stylized initials 'BTB' followed by a surname.

Brad T. Blais, P.E.

Enclosure: Contract Assignment



Quentin L. Hampton Associates
Civil and Environmental Engineers
A Mead & Hunt Company

July 18th, 2017

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Standard Contract for Services (RSFQ #12-36), Master Contract (RFQ #16-32), and Master Contract (RFQ #14-23)

CONTRACT ASSIGNMENT

WHEREAS, Mead & Hunt, Inc. (Mead & Hunt) has merged with Quentin L. Hampton, Associates, Inc. (QLH) and has retained employees of QLH as of June 30, 2017;

WHEREAS, The City of Port Orange and QLH has entered into a list of Contracts, see Exhibit "1" attached hereto; and

WHEREAS, QLH wishes to assign its duties under both Agreements by written consent from the City of Port Orange; to Mead & Hunt; and

NOW, THEREFORE, effective June 30, 2017 all rights, title and interest in the Agreement between the City of Port Orange and QLH is hereby assigned and transferred to Mead & Hunt. Mead & Hunt accepts said assignment and agrees to perform the remaining obligations of QLH under the Agreement with the retained employees of QLH. Mead & Hunt shall be entitled to all monies remaining to be paid under the Agreement, which right is also assigned hereunder. All other terms and conditions shall remain in full force and effect.

This Agreement supersedes all previous negotiations, commitments, or any other Agreement with respect to the matter hereof.

Approved:

Approved:

Accepted:

City of Port Orange

Quentin L. Hampton Associates, Inc.

Mead & Hunt, Inc.

By: _____

By: _____

By: _____

Name: Donald O. Burnette

Name: Brad Blais

Name: Andrew J. Platz

Title: Mayor

Title: President

Title: President

The above person is authorized to sign for
Client and bind the Client to the terms
hereof.

Date: _____

Date: 7/17/17

Date: _____

List of Contracts for this Assignment

RFSQ # 12-36 dated October 1, 2013 for construction inspection services, as amended;

RFSQ #14-23 dated March 17, 2015, extended to March 16, 2018 for water, wastewater, reuse system engineering services; and

RFSQ #16-32 dated December 27, 2016 for civil engineering, traffic engineering, transportation planning, landscape architectural, environmental and planning services.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: Yes

SUBJECT: (B7b) Approval of Task Authorization No. 13 to Quentin L. Hampton Associates, Inc. n/k/a Mead and Hunt, Inc. for Engineering Services relating to the Engineering and Design of the South Commonwealth Water Main Improvement Project

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve Task Authorization No 13, to the Master Contract for Engineering Services with Mead and Hunt, Inc. for service relating to the engineering and design services of the South Commonwealth Water Main Improvement project in an amount not to exceed \$167,400.00; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: On March 2017, the City entered into a Master Contract for Engineering Services with Quentin L. Hampton Associates, Inc. n/k/a Mead and Hunt, Inc.

Public Utilities is Task Authorization No 13 for services relating to the engineering and Design of the South Commonwealth Water Main Improvements for an amount not to exceed \$167,400.00.

The existing water distribution system located within the vicinity south of Commonwealth Boulevard, north of Nova Road, east of FEC Railroad and west of Ridgewood Avenue is nearing the end of its service life cycle. Majority of the existing water mains were built around 1950's and the water system has become unreliable due to unexpected leaks and breaks. Many water mains within the aforementioned location are undersized and flow rate capacities have been reduced due to internal pipe tuberculation. The existing water mains will be replaced and upsized to improve reliability and meet the latest fire protection standards. Additionally, existing asbestos cement pipe will be replaced with latest industry standard pipe materials. The 2005 City's Master Utility Plan and capital improvement program identified this area as one to be upsized. This project will consist of replacing or upsizing approximately 13,700 LF of aging water distribution mains and replacing all existing water services from the water main to the water meter.

The estimated base cost of the project is \$1.15 million with bid alternates cost estimate of \$650,000.00. The total estimated project construction cost including bid alternates is \$1.8 million. The engineering and design fees for the entire project (including bid alternates) is \$167,400.00.

This project is being done in conjunction with Public Works planned paving projects in the area to reduce costs and work more efficiently.

Project No.: URP001
URP001

Funding Account No.: 401 0300 536 6397
403 0800 533 6397

ATTACHMENTS:

1.	Task Authorization No 13	TA No 13.pdf
2.	Department Justification Memo for Task Autz 13 - QLH	Dept Justification Memo - QLH Task Authz 13.pdf
3.	Scope of Services - QLH Task No 13	Scope of Service - QLH Task No 13.pdf

Julia Wiggins	Created/Initiated - 07/17/2017
Julia Wiggins	Approved - 07/17/2017
Rick Wilson	Approved - 07/17/2017
Lynn Stevens	Approved - 07/17/2017
Tracey Riehm	Approved - 07/27/2017
Jake Johansson	Approved - 07/27/2017
Robin Fenwick	Final Approval - 07/27/2017

TASK AUTHORIZATION NO. 13
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
pursuant to merger with Quentin L. Hampton and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON AND ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. The Public Utilities Department Head, Lynn Stevens, shall perform contract administration for this Task Authorization No 13, and may be contacted at (386) 506-5750.
3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the South Commonwealth Water Main Improvements, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No 13 Exhibit "A."
4. Task Authorization No 13 must be completed by September 30, 2020.
5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Task Authorization No 13 Exhibit "A" attached hereto and made a part hereof for all purposes, in an amount not to exceed **One Hundred Sixty-Seven Thousand Four Hundred Dollars and 00/100 (\$167,400.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

[Remainder of this page intentionally left blank]

IN WITNESS, WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON AND ASSOCIATES, INC.**

Printed Name: _____

By: _____
Printed Name: _____

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____

Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

[CA 4619]

EXHIBIT “A”

(Consisting of 7 pages)

ATTACHMENT 'A'
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CITY OF PORT ORANGE
SCOPE OF SERVICES AND FEE ESTIMATE

1. GENERAL

This Scope of Services and Fee Estimate is in conformance with the Continuing Services Agreement between the City of Port Orange (CITY) and Quentin L. Hampton Associates, Inc. (QLH) for Utility Engineering Services dated March 17, 2015 and extended to March 16, 2017 per Extension Agreement No. 1.

2. BACKGROUND

2.1 The City of Port Orange Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants located in eastern Port Orange in the area south of Commonwealth Boulevard north of Nova Road between FEC Railroad and Nova Road. The project is intended to improve the level of service and reliability of the water system as part of the Utility's ongoing capital improvement program.

2.2 The water mains within the subject area were originally installed circa 1950 and are nearing the end of their service life. During the past few years, the City has experienced multiple instances of asbestos concrete pipe (ACP) failing and small galvanized pipe being plugged due to corrosion. The existing water mains will be replaced with modern materials to aid in improving fire flow capabilities and system reliability. The City's Master Utility Plan and Capital Improvement Program have identified the need for new pipe within the subject distribution system area. Right of way jurisdiction throughout the project limits include FDOT and Volusia County. The work will consist of the following:

- 2.2.1. Replace or upsize approximately 13,700 LF of 2" galvanized pipe and 4"/6" ACP and all associated fittings, valves, and fire hydrants with polyvinyl chloride piping (PVC) or ductile iron pipe (DIP) within the project area.
- 2.2.2. New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
- 2.2.3. New fire hydrants will be added per City Code of Ordinances and/or Fire Department, latest standards.
- 2.2.4. Estimated construction cost is \$1.8M based on Attachment 'B'.

3. SCOPE OF WORK/SUB-TASKS

3.1 Survey:

QLH will utilize a surveying and mapping company to provide right-of-way and topographic survey, and underground utility location information and aerial mapping for the survey product for the project.

3.2 Subsurface Utility Engineering (SUE):

QLH will provide the following Level "A" Utility Locating services:

- 3.2.1 Premark the requested locate areas in the field per Low Impact Guidelines, Section 556.114, F.S.
- 3.2.2 Contact Sunshine One Call to register excavation ticket(s), including supplemental contact with utility company/contracted locator and verification of positive responses.
- 3.2.3 Utilize air and vacuum or other non-destructive excavation (up to 8 feet deep) to expose the known existing underground utilities at the following estimated intervals and/or number of locations. All designated utilities at 200 foot intervals along the corridor to develop "utility location cross sections".
- 3.2.4 Attempt to verify size and type of exposed utility, record information.
- 3.2.5 Collect horizontal and vertical location of exposed utility, including measurements to three visible features to enable the data to be added to mapping and enable future recovery, record information.
- 3.2.6 Coordinate collection of horizontal and vertical location of exposed utility with survey sub-consultant, if survey services are being conducted.
- 3.2.7 Fill and compact the excavations utilizing the removed material
- 3.2.8 Repair damaged sod, minor concrete pavement, gravel, etc.
- 3.2.9 Provide required Maintenance of Traffic (MOT) equipment and setup
- 3.2.10 Deliverables: Sketches reflecting all collected information in hard copy and electronic format.

3.3 Hydraulic Modeling

- 3.3.1. QLH will provide hydraulic modeling of the project area system to include pre and post improvement conditions.
- 3.3.2. The modeling tasks will include the following:
 - 3.3.2.1. Configure model of existing system and run fire flow scenarios at critical areas within the system.
 - 3.3.2.2. Revise model to include the proposed improvements and run same fire flow scenarios as in existing system model.
 - 3.3.2.3. Prepare letter report to document results of pre and post hydraulic models.

3.4 Design

- 3.4.1. Determination of location and size of all utilities, right-of-way or easement requirements and construction restraints such as isolation of lines, maintenance of traffic and coordination with other applicable governmental entities.
- 3.4.2. The design scope will include the following tasks:
 - 3.4.2.1. Collect and review available data from the City, FDOT and utilities on existing and proposed facilities, sizes, elevations, materials, and operational data.

3.4.2.2. Prepare 30% documents for review by the City. Documents will include specifications outline and the following information:

- 3.4.2.2.1. Proposed piping layouts and location options and recommended final route.
- 3.4.2.2.2. An evaluation on the use of trenchless water main replacement where applicable.
- 3.4.2.2.3. A conflict analysis indicating the potential utility conflicts along the preliminary site layout and potential solutions.
- 3.4.2.2.4. Topographic survey including right of ways and easements.
- 3.4.2.2.5. Geotechnical exploration and evaluation report including relevant pavement cores along the alignment, if alignment within roadways is proposed.
- 3.4.2.2.6. Conceptual cost estimate.

3.4.2.3. Prepare 60% documents for review by the City. Documents will include the following information;

- 3.4.2.3.1. Topographic survey including right-of-ways and easements.
- 3.4.2.3.2. Soft dig reports for all anticipated utility conflicts to verify size, horizontal and vertical locations of utilities.
- 3.4.2.3.3. 60% Drawings including preliminary cross-sections and details.
- 3.4.2.3.4. Verify Tie in Location Facilities (size, type, materials).
- 3.4.2.3.5. Updated cost estimate.

3.4.2.4. Prepare 90% documents for review by the City. Documents shall provide sufficient detail for construction, including the following:

- 3.4.2.4.1. Adjudicated 60% review comments.
- 3.4.2.4.2. Bid Schedule.
- 3.4.2.4.3. Updated Cost Estimate.
- 3.4.2.4.4. Health Department and FDOT permit applications in draft form for City review and signature.

3.4.2.5. Prepare 100% design plans and specifications for bid. Along with the bid documents, the following items will be included:

- 3.4.2.5.1. Adjudicated 90% review comments.
- 3.4.2.5.2. Updated bid schedule.
- 3.4.2.5.3. Final Cost Estimate.

3.5 Permitting

- 3.5.1. Submit signed and sealed permit applications and construction documents.
- 3.5.2. Respond to all Requests for Additional Information (RAI) as required.
- 3.5.3. All permit fees, including application, inspection and other fees to be paid by QLH. An allowance for such is included.

3.6 Bidding Assistance

3.6.1. QLH will provide the following bidding assistance to the City:

- 3.6.1.1. Prepare standard bidding documents utilizing documents prepared during design.
- 3.6.1.2. Address bidders' questions, attend pre-bid meeting, prepare and draft addenda.
- 3.6.1.3. Attend bid opening, evaluate bids, investigate low bidders qualifications, and prepare award recommendation letter

3.7 Deliverables

3.7.1. QLH will provide the following deliverables:

- 3.7.1.1. Agendas and minutes for all meetings. (Assumed five (5) meetings; kickoff, 30%, 60%, 90%.)
- 3.7.1.2. Preliminary design report and all associated information at the 30% milestone.
- 3.7.1.3. Plans and specifications, including bid forms, at the 60% and 90% milestone.
- 3.7.1.4. Signed and sealed Final Design Documents.
- 3.7.1.5. Electronic copies of all deliverables in PDF format. Hard copies upon City request. Printing costs to be reimbursed.

3.8 Exclusions

- 3.8.1. All work not specifically described above.
- 3.8.2. Construction phase services to be addressed in separate future task order.

4. COMPENSATION

- 4.1 QLH proposes to complete the above stated work for an estimated fee of **One Hundred Sixty-Seven Thousand, Four Hundred Dollars and 00/100 (\$167,400.00)**.
- 4.2 These fees are based on the attached estimated man hour schedule as Attachment 'A'.
- 4.3 The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

5.1 QLH estimates the work to be completed according to the following:

- | | | |
|-------|---------------------|---|
| 5.1.1 | Survey and SUE Work | 45 Days from NTP |
| 5.1.2 | 30% Plans | 90 days from NTP |
| 5.1.3 | 60% Plans | 30 days from receipt of comments from City on 30% Plans |

5.1.4 90% Plans & Specs

30 days from receipt of comments from
City on 60% Plans

5.1.5 Final Bid Documents

10 days from receipt of comments from
City on 90% Plans

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.

ATTACHMENT 'A'

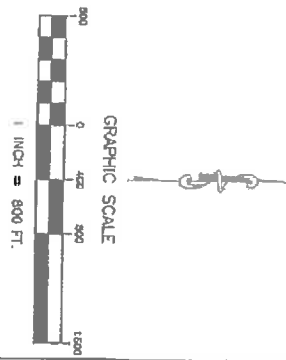
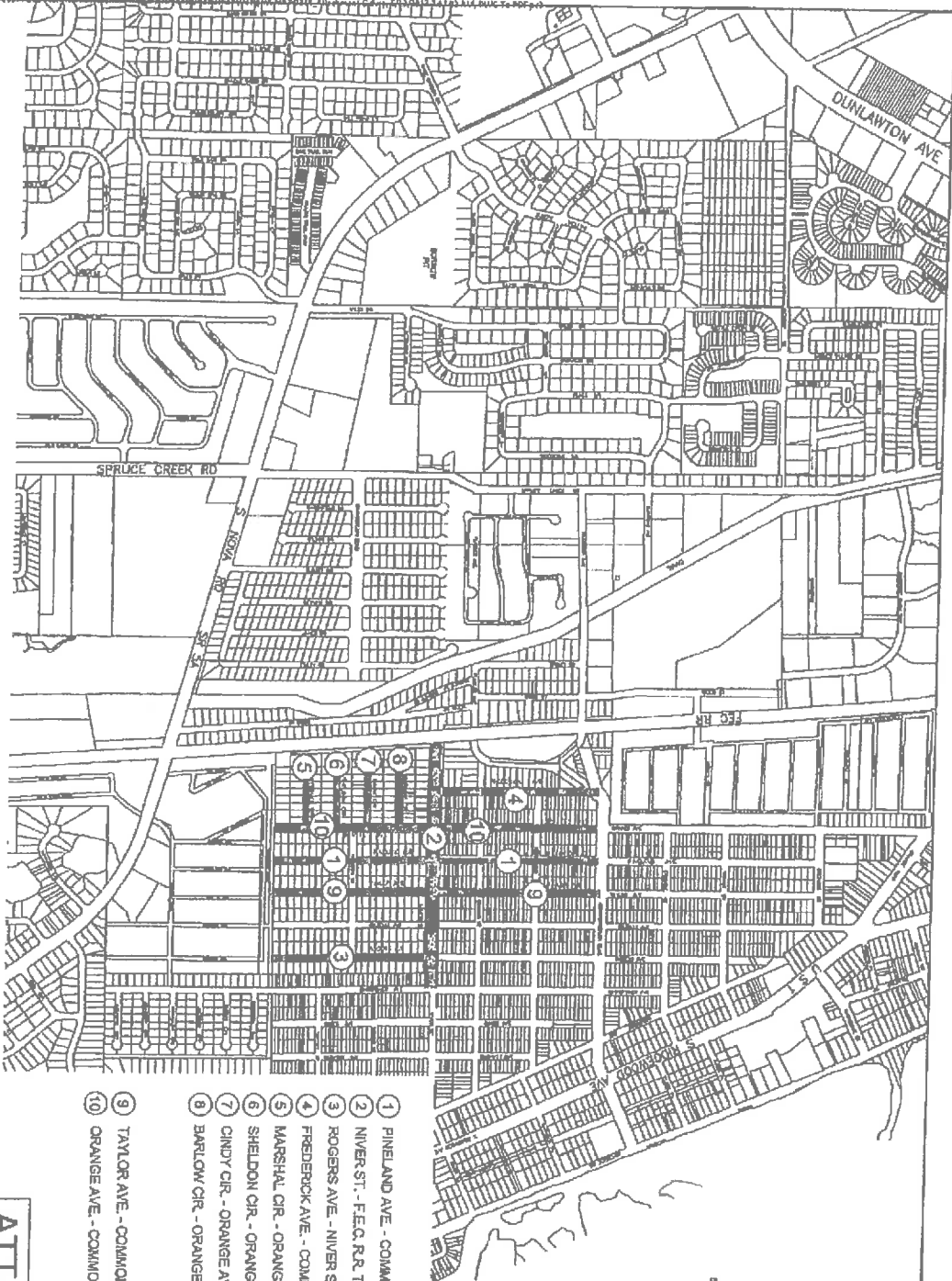
**CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
QLH ESTIMATED MANHOUR SCHEDULE**

Task Order Reference	Description	Project Manager/ Principal (hours)	Professional Engineers (hours)	CADD Technicians (hours)	Production/ QC Manager (hours)	SUE Technician (\$62/hr) and SUE Project Coordinator (\$75) (hours)	Clerical Support (hours)		Subconsultant /Allowance Items	Total Task (\$)
	Hourly Rate	\$175.00	\$150.00	\$65.00	\$75.00	\$137.00	\$55.00		See Below	See Below
3.1	Survey, Collect/review data from City Utilities on existing and proposed facilities, sizes, elevations, materials and operational data	8	16	24	16	0	20	(1)+(2)	\$ 54,000.00	\$ 62,140.00
3.2	Subsurface Utility Engineering					60		(3)		\$ 10,960.00
	Vac Truck @ \$600/day x 10 days; truck \$300/day x 10 days							(3)	\$ 9,000.00	\$ 9,000.00
	Subtotals	8	16	24	16	60	20		\$ 63,000.00	\$ 82,100.00
3.3	Hydraulic Modeling									
3.3.2.1	Configure model of existing system and run scenarios	2	8	4	2		0			\$ 2,040.00
3.3.2.2	Configure model of proposed system and run scenarios	2	8	4	2		0		\$ -	\$ 2,040.00
3.3.2.3	Prepare letter report to document results	4	4	8	4		8		\$ -	\$ 2,720.00
3.3.2.4	Meet with City to review results and accept comments	2	2	0	0		4		\$ -	\$ 870.00
	Subtotals	10	22	16	8	0	12		\$ -	\$ 7,670.00
3.4	Design									
3.4.1	Prepare 30% documents for review by the City	8	32	144	24		8			\$ 20,680.00
3.4.2	Prepare 60% documents for review by the City	4	24	60	16		8		\$ -	\$ 11,040.00
3.4.3	Prepare 90% documents for review by the City	4	24	48	16		8		\$ -	\$ 10,020.00
3.4.4	Prepare 100% design plans and specs for bid	4	16	36	8		48		\$ -	\$ 8,400.00
	Subtotals	20	96	288	64	0	72		\$ -	\$ 51,140.00
3.5	Permitting									
3.5.1	Submit signed/sealed permit applications/construction documents	2	4	8	8		8			\$ 2,670.00
3.5.2	Respond to RAs as requested	2	8	4	8		8		\$ -	\$ 2,930.00
3.5.3	Permit Fee Allowance								\$ 3,800.00	\$ 3,800.00
	Subtotals	4	12	12	16	0	15		\$ 3,800.00	\$ 6,400.00
3.6	Bidding Assistance									
3.6.1.1	Revise standard bidding documents per City comments	2	8	0	0		0			\$ 1,980.00
3.6.1.2	Address bidder's questions, attend pre-bid meeting, prepare addenda	2	8	0	4		8		\$ -	\$ 2,280.00
3.6.1.3	Attend bid opening, evaluate bids, and prepare award recommendation ltr	2	8	0	2		4		\$ -	\$ 1,920.00
	Subtotals	6	24	0	6	0	20		\$ -	\$ 6,200.00
3.3.3	Deliverables									
3.3.3.1	Prepare agendas and minutes for all meetings	2	8	0	0		10		\$ -	\$ 2,100.00
3.3.3.2	Prepare Deliverables including modeling analysis at 30% milestone	2	2	0	4		8		\$ 500.00	\$ 1,890.00
3.3.3.3	Prepare deliverables at 60% and 90% milestone	2	2	8	4		4		\$ 500.00	\$ 2,350.00
3.3.3.4	Prepare signed/sealed Final Design documents	2	1	8	4		4		\$ 500.00	\$ 2,200.00
3.3.3.5	Prepare copies of the 30%, 60%, 90% and 100% Final Design documents in AutoCAD and PDF format	2	2	8	4		4		\$ 500.00	\$ 2,350.00
	Subtotals	10	15	24	16	0	30		\$ 2,000.00	\$ 10,890.00
	TOTAL ALL TASKS	56	185	364	126	80	170		\$ 68,600.00	\$ 167,400.00

Subconsultant/Allowance Breakdown:

Description	Amount
(1) Survey Allowance	\$ 45,000.00
(2) Geotechnical Investigation Allowance	\$ 8,000.00
(3) SUE (in-house or sub-consultant)	\$ 19,860.00
(4) Permit Application Fees (4 applications x\$950)	\$ 3,800.00
(5) Printing/Reproduction	\$ 2,000.00
Total	\$ 79,760.00

- Notes:
1. Estimated construction cost is \$1.8M.
 2. Construction phase services are not included.
 3. Vac Truck and Equipment Rental rate is \$900 per day.



- | | | |
|-----------------------------|--|--------|
| 1 | PINELAND AVE. - COMMONWEALTH BLVD. TO NORMANDY | 1,920' |
| 2 | NIVER ST. - F.E.C. R.R. TO CHRISTIANDY AVE. | 1,920' |
| 3 | ROGERS AVE. - NIVER ST. TO NORMANDY BLVD. | 1,400' |
| 4 | FREDERICK AVE. - COMMONWEALTH BLVD. TO NIVER ST. | 1,200' |
| 5 | MARSHAL CIR. - ORANGE AVE. TO F.E.C. | 560' |
| 6 | SHELDON CIR. - ORANGE AVE. TO F.E.C. | 560' |
| 7 | CINDY CIR. - ORANGE AVE. TO F.E.C. | 560' |
| 8 | BARLOW CIR. - ORANGE AVE. TO F.E.C. | 560' |
| TOTAL BASE BID LENGTHS | | 8,730' |
| 9 | TAYLOR AVE. - COMMONWEALTH BLVD. TO NORMANDY BLVD. | 2,500' |
| 10 | ORANGE AVE. - COMMONWEALTH BLVD. TO NORMANDY BLVD. | 2,500' |
| TOTAL ALTERNATE BID LENGTHS | | 5,000' |

ATTACHMENT 'C'



City of Port Orange Public Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Utilities Director

THRU: Julia Wiggins, Public Utilities Budget Analyst

FROM: Kenny Ho, Public Utilities Engineering and Construction Manager

DATE: July 13, 2017

SUBJECT: Quentin L. Hampton Associates, Inc. – Task Authorization No 13
South Commonwealth Water Main Improvements

REQUEST:

The Public Utilities Department is requesting the City Council approves Task Authorization No 13, to the Master Contract for Engineering Services, Inc., for services relating to the engineering and design of the South Commonwealth Water Main Improvements project, in the amount not to exceed \$167,400.00.

PURPOSE:

This water system improvements project is part of the water distribution system maintenance program

CONSIDERATION:

The existing water distribution system located within the vicinity south of Commonwealth Boulevard, north of Nova Road, east of FEC Railroad and west of Ridgewood Avenue is nearing the end of its service life cycle. Majority of the existing water mains were built around 1950's and the water system has become unreliable due to unexpected leaks and breaks. Many water mains within the aforementioned location are undersized and flow rate capacities have been reduced due to internal pipe tuberculation. The existing water mains will be replaced and upsized to improve reliability and meet the latest fire protection standards. Additionally, existing asbestos cement pipe will be replaced with latest industry standard pipe materials. The 2005 City's Master Utility Plan and capital improvement program identified this area as one to be upsized. This project will consist of replacing or upsizing approximately 13,700 LF of aging water distribution mains and replacing all existing water services from the water main to the water meter.

The estimated base cost of the project is \$1.15 million with bid alternates cost estimate of \$650,000.00. The total estimated project construction cost including bid alternates is \$1.8 million. The engineering and design fees for the entire project (including bid alternates) is \$167,400.00.

This project is being done in conjunction with Public Works planned paving projects in the area to reduce costs and work more efficiently.

FUNDING:

Project #: URP001
Account #: 401-0300-536-63-97
403-0800-533-63-97

RECOMMENDATION:

The Public Utilities Department recommends the approval of Task Authorization No 13, to the Master Contract for Engineering Services, for service relating to the engineering and design services of the South Commonwealth Water Main Improvement project in an amount not to exceed \$167,400.00.

ANTICIPATED SCHEDULE:

Complete design and bid project by early 2018 calendar year.

ATTACHMENTS:

1. Task Authorization No 13 Documents
2. QLHA engineering and design services proposal for South Commonwealth Water Main Improvements



Quentin L. Hampton Associates
July 10, 2017

Kenny Ho, P.E.
Public Utilities Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: kho@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
SCOPE OF SERVICES AND FEE ESTIMATE**

Dear Kenny,

We are pleased to present the enclosed scope and fee estimate for the above referenced project as requested. The attached scope of services describes, in detail, what our firm understands to be required for this project. The project consists of design and permitting and bidding assistance for the water main replacements in the area south of Commonwealth Boulevard north of Nova Road between Ridgewood Avenue and the FEC Railroad, as shown in Attachment 'C'.

QLH is well qualified to perform these services as we have provided engineering, design, permitting, and construction services on many similar projects of this type for Port Orange and municipalities throughout East Central Florida.

Our office will proceed to design upon receipt of a purchase order. It is understood that Construction phase services will be included in a later separate task.

We look forward to the opportunity to work with the City on this project. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

Andrew M. Giannini, P.E.
Project Manager

Brad T. Blais, P.E.
President

AMG/BTB:bf

cc: Graeme Gardiner, City of Port Orange

Enclosures: Scope of Services and Fee Estimate (Attachment 'A')
Attachment 'B' - Preliminary Construction Cost Estimate
Attachment 'C' - Project Area

ATTACHMENT 'A'
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
CITY OF PORT ORANGE
SCOPE OF SERVICES AND FEE ESTIMATE

1. GENERAL

This Scope of Services and Fee Estimate is in conformance with the Continuing Services Agreement between the City of Port Orange (CITY) and Quentin L. Hampton Associates, Inc. (QLH) for Utility Engineering Services dated March 17, 2015 and extended to March 16, 2017 per Extension Agreement No. 1.

2. BACKGROUND

2.1 The City of Port Orange Utilities Department desires to replace substandard water mains and associated fittings, valves and fire hydrants located in eastern Port Orange in the area south of Commonwealth Boulevard north of Nova Road between FEC Railroad and Nova Road. The project is intended to improve the level of service and reliability of the water system as part of the Utility's ongoing capital improvement program.

2.2 The water mains within the subject area were originally installed circa 1950 and are nearing the end of their service life. During the past few years, the City has experienced multiple instances of asbestos concrete pipe (ACP) failing and small galvanized pipe being plugged due to corrosion. The existing water mains will be replaced with modern materials to aid in improving fire flow capabilities and system reliability. The City's Master Utility Plan and Capital Improvement Program have identified the need for new pipe within the subject distribution system area. Right of way jurisdiction throughout the project limits include FDOT and Volusia County. The work will consist of the following:

- 2.2.1. Replace or upsize approximately 13,700 LF of 2" galvanized pipe and 4"/6" ACP and all associated fittings, valves, and fire hydrants with polyvinyl chloride piping (PVC) or ductile iron pipe (DIP) within the project area.
- 2.2.2. New water service lines will be installed as part of this scope of work. Existing service lines and meters will be replaced.
- 2.2.3. New fire hydrants will be added per City Code of Ordinances and/or Fire Department, latest standards.
- 2.2.4. Estimated construction cost is \$1.8M based on Attachment 'B'.

3. SCOPE OF WORK/SUB-TASKS

3.1 Survey:

QLH will utilize a surveying and mapping company to provide right-of-way and topographic survey, and underground utility location information and aerial mapping for the survey product for the project.

3.2 Subsurface Utility Engineering (SUE):

QLH will provide the following Level "A" Utility Locating services:

- 3.2.1 Premark the requested locate areas in the field per Low Impact Guidelines, Section 556.114, F.S.
- 3.2.2 Contact Sunshine One Call to register excavation ticket(s), including supplemental contact with utility company/contracted locator and verification of positive responses.
- 3.2.3 Utilize air and vacuum or other non-destructive excavation (up to 8 feet deep) to expose the known existing underground utilities at the following estimated intervals and/or number of locations. All designated utilities at 200 foot intervals along the corridor to develop "utility location cross sections".
- 3.2.4 Attempt to verify size and type of exposed utility, record information.
- 3.2.5 Collect horizontal and vertical location of exposed utility, including measurements to three visible features to enable the data to be added to mapping and enable future recovery, record information.
- 3.2.6 Coordinate collection of horizontal and vertical location of exposed utility with survey sub-consultant, if survey services are being conducted.
- 3.2.7 Fill and compact the excavations utilizing the removed material
- 3.2.8 Repair damaged sod, minor concrete pavement, gravel, etc.
- 3.2.9 Provide required Maintenance of Traffic (MOT) equipment and setup
- 3.2.10 Deliverables: Sketches reflecting all collected information in hard copy and electronic format.

3.3 Hydraulic Modeling

- 3.3.1. QLH will provide hydraulic modeling of the project area system to include pre and post improvement conditions.
- 3.3.2. The modeling tasks will include the following:
 - 3.3.2.1. Configure model of existing system and run fire flow scenarios at critical areas within the system.
 - 3.3.2.2. Revise model to include the proposed improvements and run same fire flow scenarios as in existing system model.
 - 3.3.2.3. Prepare letter report to document results of pre and post hydraulic models.

3.4 Design

- 3.4.1. Determination of location and size of all utilities, right-of-way or easement requirements and construction restraints such as isolation of lines, maintenance of traffic and coordination with other applicable governmental entities.
- 3.4.2. The design scope will include the following tasks:
 - 3.4.2.1. Collect and review available data from the City, FDOT and utilities on existing and proposed facilities, sizes, elevations, materials, and operational data.

3.4.2.2. Prepare 30% documents for review by the City. Documents will include specifications outline and the following information:

- 3.4.2.2.1. Proposed piping layouts and location options and recommended final route.
- 3.4.2.2.2. An evaluation on the use of trenchless water main replacement where applicable.
- 3.4.2.2.3. A conflict analysis indicating the potential utility conflicts along the preliminary site layout and potential solutions.
- 3.4.2.2.4. Topographic survey including right of ways and easements.
- 3.4.2.2.5. Geotechnical exploration and evaluation report including relevant pavement cores along the alignment, if alignment within roadways is proposed.
- 3.4.2.2.6. Conceptual cost estimate.

3.4.2.3. Prepare 60% documents for review by the City. Documents will include the following information:

- 3.4.2.3.1. Topographic survey including right-of-ways and easements.
- 3.4.2.3.2. Soft dig reports for all anticipated utility conflicts to verify size, horizontal and vertical locations of utilities.
- 3.4.2.3.3. 60% Drawings including preliminary cross-sections and details.
- 3.4.2.3.4. Verify Tie in Location Facilities (size, type, materials).
- 3.4.2.3.5. Updated cost estimate.

3.4.2.4. Prepare 90% documents for review by the City. Documents shall provide sufficient detail for construction, including the following:

- 3.4.2.4.1. Adjudicated 60% review comments.
- 3.4.2.4.2. Bid Schedule.
- 3.4.2.4.3. Updated Cost Estimate.
- 3.4.2.4.4. Health Department and FDOT permit applications in draft form for City review and signature.

3.4.2.5. Prepare 100% design plans and specifications for bid. Along with the bid documents, the following items will be included:

- 3.4.2.5.1. Adjudicated 90% review comments.
- 3.4.2.5.2. Updated bid schedule.
- 3.4.2.5.3. Final Cost Estimate.

3.5 Permitting

- 3.5.1. Submit signed and sealed permit applications and construction documents.
- 3.5.2. Respond to all Requests for Additional Information (RAI) as required.
- 3.5.3. All permit fees, including application, inspection and other fees to be paid by QLH. An allowance for such is included.

3.6 Bidding Assistance

3.6.1. QLH will provide the following bidding assistance to the City:

- 3.6.1.1. Prepare standard bidding documents utilizing documents prepared during design.
- 3.6.1.2. Address bidders' questions, attend pre-bid meeting, prepare and draft addenda.
- 3.6.1.3. Attend bid opening, evaluate bids, investigate low bidders qualifications, and prepare award recommendation letter

3.7 Deliverables

3.7.1. QLH will provide the following deliverables:

- 3.7.1.1. Agendas and minutes for all meetings. (Assumed five (5) meetings; kickoff, 30%, 60%, 90%.)
- 3.7.1.2. Preliminary design report and all associated information at the 30% milestone.
- 3.7.1.3. Plans and specifications, including bid forms, at the 60% and 90% milestone.
- 3.7.1.4. Signed and sealed Final Design Documents.
- 3.7.1.5. Electronic copies of all deliverables in PDF format. Hard copies upon City request. Printing costs to be reimbursed.

3.8 Exclusions

- 3.8.1. All work not specifically described above.
- 3.8.2. Construction phase services to be addressed in separate future task order.

4. COMPENSATION

- 4.1 QLH proposes to complete the above stated work for an estimated fee of **One Hundred Sixty-Seven Thousand, Four Hundred Dollars and 00/100 (\$167,400.00)**.
- 4.2 These fees are based on the attached estimated man hour schedule as Attachment 'A'.
- 4.3 The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

5.1 QLH estimates the work to be completed according to the following:

- | | | |
|-------|---------------------|---|
| 5.1.1 | Survey and SUE Work | 45 Days from NTP |
| 5.1.2 | 30% Plans | 90 days from NTP |
| 5.1.3 | 60% Plans | 30 days from receipt of comments from City on 30% Plans |

5.1.4 90% Plans & Specs

30 days from receipt of comments from
City on 60% Plans

5.1.5 Final Bid Documents

10 days from receipt of comments from
City on 90% Plans

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF QUENTIN L. HAMPTON ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (QLH) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (QLH's) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FL 32129, City Clerk, Robin Fenwick, (386) 506-5566, rfenwick@port-orange.org.

ATTACHMENT 'A'

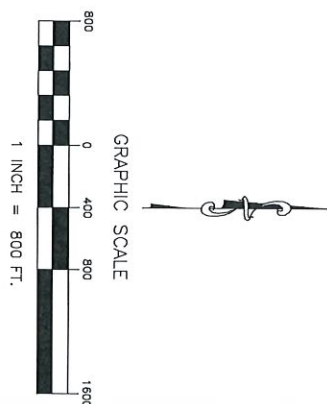
**CITY OF PORT ORANGE
SOUTH COMMONWEALTH WATER MAIN IMPROVEMENTS
QLH ESTIMATED MANHOUR SCHEDULE**

Task Order Reference	Description	Project Manager/ Principal (hours)	Professional Engineers (hours)	CADD Technicians (hours)	Production/ QC Manager (hours)	SUE Technician (\$62/hr) and SUE Project Coordinator (\$75) (hours)	Clerical Support (hours)		Subconsultant /Allowance Items	Total Task (\$)
	Hourly Rate	\$175.00	\$150.00	\$85.00	\$75.00	\$137.00	\$55.00		See Below	See Below
3.1	Survey, Collect/review data from City Utilities on existing and proposed facilities, sizes, elevations, materials and operational data	8	16	24	16	0	20	(1)+(2)	\$ 54,000.00	\$ 62,140.00
3.2	Subsurface Utility Engineering					80		(3)		\$ 10,960.00
	Vac Truck @ \$600/day x 10 days; truck \$300/day x 10 days							(3)	\$ 9,000.00	\$ 9,000.00
	Subtotals	8	16	24	16	80	20		\$ 63,000.00	\$ 82,100.00
3.3	Hydraulic Modeling									
3.3.2.1	Configure model of existing system and run scenarios	2	8	4	2		0			\$ 2,040.00
3.3.2.2	Configure model of proposed system and run scenarios	2	8	4	2		0		\$ -	\$ 2,040.00
3.3.2.3	Prepare letter report to document results	4	4	8	4		8		\$ -	\$ 2,720.00
3.3.2.4	Meet with City to review results and accept comments	2	2	0	0		4		\$ -	\$ 870.00
	Subtotals	10	22	16	8	0	12		\$ -	\$ 7,670.00
3.4	Design									
3.4.1	Prepare 30% documents for review by the City	8	32	144	24		8			\$ 20,680.00
3.4.2	Prepare 60% documents for review by the City	4	24	60	16		8		\$ -	\$ 11,040.00
3.4.3	Prepare 90% documents for review by the City	4	24	48	16		8		\$ -	\$ 10,020.00
3.4.4	Prepare 100% design plans and specs for bid	4	16	36	8		48		\$ -	\$ 9,400.00
	Subtotals	20	96	288	64	0	72		\$ -	\$ 51,140.00
3.5	Permitting									
3.5.1	Submit signed/sealed permit applications/construction documents	2	4	8	8		8			\$ 2,670.00
3.5.2	Respond to RAIs as requested	2	8	4	8		8		\$ -	\$ 2,930.00
3.5.3	Permit Fees Allowance								\$ 3,800.00	\$ 3,800.00
	Subtotals	4	12	12	16	0	16		\$ 3,800.00	\$ 9,400.00
3.6	Bidding Assistance									
3.6.1.1	Revise standard bidding documents per City comments	2	8	0	0		8			\$ 1,990.00
3.6.1.2	Address bidder's questions, attend pre-bid meeting, prepare addenda	2	8	0	4		8		\$ -	\$ 2,290.00
3.6.1.3	Attend bid opening, evaluate bids, and prepare award recommendation ltr	2	8	0	2		4		\$ -	\$ 1,920.00
	Subtotals	6	24	0	6	0	20		\$ -	\$ 6,200.00
3.3.3	Deliverables									
3.3.3.1	Prepare agendas and minutes for all meetings	2	8	0	0		10		\$ -	\$ 2,100.00
3.3.3.2	Prepare Deliverables including modeling analysis at 30% milestone	2	2	0	4		8		\$ 500.00	\$ 1,890.00
3.3.3.3	Prepare deliverables at 60% and 90% milestone	2	2	8	4		4		\$ 500.00	\$ 2,350.00
3.3.3.4	Prepare signed/sealed Final Design documents	2	1	8	4		4		\$ 500.00	\$ 2,200.00
3.3.3.5	Prepare copies of the 30%, 60%, 90% and 100% Final Design documents in AutoCAD and PDF format	2	2	8	4		4		\$ 500.00	\$ 2,350.00
	Subtotals	10	15	24	16	0	30		\$ 2,000.00	\$ 10,890.00
	TOTAL ALL TASKS	58	185	364	126	80	170		\$ 68,800.00	\$ 167,400.00

Subconsultant/Allowance Breakdown:

Description	Amount
(1)Survey Allowance	\$ 46,000.00
(2)Geotechnical Investigation Allowance	\$ 8,000.00
(3)SUE (In-house or sub-consultant)	\$ 19,960.00
(4)Permit Application Fees (4 applications x\$950)	\$ 3,800.00
(5)Printing/Reproduction	\$ 2,000.00
Total	\$ 79,760.00

- Notes:
1. Estimated construction cost is \$1.8M.
 2. Construction phase services are not included.
 3. Vac Truck and Equipment Rental rate is \$900 per day.



1	PINELAND AVE. - COMMONWEALTH BLVD. TO NORMANDY	1,920'
2	NIVER ST. - F.E.C. R.R. TO CHRISTIANCY AVE.	1,920'
3	ROGERS AVE. - NIVER ST. TO NORMANDY BLVD.	1,400'
4	FREDERICK AVE. - COMMONWEALTH BLVD. TO NIVER ST.	1,250'
5	MARSHAL CIR. - ORANGE AVE. TO F.E.C.	560'
6	SHELDON CIR. - ORANGE AVE. TO F.E.C.	560'
7	CINDY CIR. - ORANGE AVE. TO F.E.C.	560'
8	BARLOW CIR. - ORANGE AVE. TO F.E.C.	560'
TOTAL BASE BID LENGTHS		8,730'
9	TAYLOR AVE. - COMMONWEALTH BLVD. TO NORMANDY BLVD.	2,500'
10	ORANGE AVE. - COMMONWEALTH BLVD. TO NORMANDY BLVD.	2,500'
TOTAL ALTERNATE BID LENGTHS		5,000'

ATTACHMENT 'C'



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (B7c) Approval of Amendment and Extension Agreement with KemperSports Management, Inc. for Golf Course Management Services

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve the Amendment and Extension of Agreement for Golf Course Management Services and authorize the Mayor and City Clerk to execute the associated contract documents.

SUMMARY: Kemper Sports Management is our current contractor for operations and maintenance at Cypress Head. Their current contract included a five year renewal which is set to expire on September 30, 2017. Council provided direction for a three year extension with a two year renewal option. The Golf advisory board has asked that changes be made to the agronomic plan for the greens since the type of turf has changed since the original contract was developed and to remove the USGA report from an annual report to a report upon request of the city. The Council requested that the termination clause include termination for non-performance. The contact manager and city attorney's office reviewed the termination clause and determined the existing provision is sufficient to enforce non-performance issues. The finance department has requested various changes to the agreement to conform to current practice and policy. The attached agreement includes all of these changes and staff is recommending approval.

The golf board has reviewed the changes on June 6 and recommends approval.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Amendment and Extension of Agreement for Golf Course Management Services	.pdf
2.	Exhibit "A" Green Maintenance Standards	Cypress Head Greens Standards17.pdf.xlsx
3.	Exhibit "B" Asset Inventory	Exhibit A - Golf Course Asset listing 062117.pdf
4.	2012 Contract	KEMPER SPORTS MANAGEMENT INC contract.pdf
5.	Addendum 1	Kemper sports contract addendum 1.pdf
6.	Addendum 2	Kemper Sports - Contract Addendum 2 - management services 9-9-15.pdf

Susan Lovallo	Created/Initiated - 05/18/2017
Susan Lovallo	Approved - 05/18/2017
Matthew Jones	Approved - 07/24/2017
Tracey Riehm	Approved - 07/27/2017
Jake Johansson	Approved - 07/27/2017
Robin Fenwick	Final Approval - 07/27/2017

AMENDMENT AND EXTENSION OF AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES

This Amendment and Extension of Agreement for Golf Course Management Services (hereinafter referred to as the "Amendment") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the Parties dated September 18, 2012, as amended by Addendum 1 on April 28, 2015, and as further amended by Addendum 2 on September 9, 2015 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to extend the Agreement with the Contractor for an additional three (3) year term with an option to extend for an additional two (2) year term thereafter; and

WHEREAS, the City no longer wishes to require a USGA Turf Advisory Report annually, but instead would like to be able to request a report on an as-needed basis; and

WHEREAS, the City desires to update its maintenance standards for the newly renovated greens; and

WHEREAS, the City desires to update its practices and processes as it relates to finance and accounting.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Subsection 2.A.4. of the Agreement is hereby amended to read, in its entirety, as follows:

The Contractor shall be authorized as the City's agent to purchase goods and services from City approved vendors and contractors and in accordance with the City purchasing policies. When the Contractor elects to purchase good and/or services independent of the City's purchasing power then the Contractor shall submit the pricing and specifications to the City prior to purchase and the City shall have the right to require the Contractor to purchase goods and/or services at the best price for comparable specifications. City shall provide Contractor a list of approved vendors relative to Contractor's goods and/or services, upon Contractor's request.
3. Subsection 2.I.1. of the Agreement is hereby amended to read, in its entirety, as follows:

All Revenues generated by the Golf Course and collected by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than close of business day at the Golf Course. The Mayor and City Manager shall be approved signatories on the account.
4. Subsection 2.I.3. of the Agreement is hereby amended to read, in its entirety, as follows:

The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and

whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value.

5. Section 6 of the Agreement is hereby amended to read, in its entirety, as follow:

Section 6. TERM

The term of this Agreement shall commence on October 1, 2012 and expire on September 30, 2020 unless sooner terminated as provided herein. This Agreement may be renewed for an additional two (2) year period, at the City's option and with the mutual acceptance by Contractor within thirty (30) days of the City's exercise of its option; such option shall be exercised by the City, in writing, at least six (6) months prior to the expiration of the Agreement.

6. Section 20 of RFP 12-11 as set forth on pages 18-19 of Exhibit "A" to the Agreement is hereby amended to read, in its entirety, as follows:

20. Reports: Monthly reports of activities shall be submitted to the Finance Director, with a copy to the Parks and Recreation Director, by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following:

- 1) Gross Revenue Statement
- 2) Sales Tax Report
- 3) Staff Vacancies
- 4) Rounds of Golf
- 5) Expenditures Statement
- 6) Balance Sheet
- 7) Bank Reconciliation

Within ninety (90) days after each fiscal year an annual report of the golf court activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

- 1) Revenue Report
- 2) Capital Improvement Status
- 3) Equipment Inventory
- 4) Organizational Chart
- 5) Rounds of Golf Report
- 6) Expenditures Statement broken out by standard expenditure classifications*
- 7) Marketing Plan and Performance Report
- 8) USGA Turf Advisory Report, only upon request by the City

*Said statement shall be certified as true, accurate and complete by the Proposer, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interest of the City.

7. Section 00210 of RFP 12-11 as set forth on pages 31-37 of Exhibit "A" of the Agreement is hereby amended to remove the requirement to submit an annual USGA Green Section Turf Advisory Service Report, and replace said requirement by requiring a USGA Green Section Turf Advisory Service Report upon request by the City.
8. Section 00210 of RFP 12-11 as set forth on pages 31-37 of Exhibit "A" of the Agreement is hereby amended to establish the new maintenance standard for the greens as set forth on Exhibit "A" to this Amendment. Any conflict between the standards for green maintenance set forth in RFP 12-11 for green maintenance, and the new green maintenance standard attached hereto as Exhibit "A", shall resolve with the Contractor applying the new green maintenance standard attached hereto as Exhibit "A".
9. Exhibit "C" of the Agreement is hereby replaced by the updated inventory list attached hereto as Exhibit "A".
10. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
11. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Amendment.
12. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party to the Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

Witnesses:

CONTRACTOR:
KEMPER SPORTS MANAGEMENT, INC.

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

[CA #5859]

Cypress Head Golf Club

GREEN'S STANDARDS OF MAINTENANCE

	Winter	Spring
	Dec Jan Feb	Mar April May
Species/Variety-Jones Dwarf		
Target Speed	9.0-10.5	9.0-10.0
Mowing Freq.	3X/wk.	5x/wk.
Clean up cut Freq.	2x/week	2x/week
Mower Type	Triplex	Triplex
		Grooming Weekly until warm enough for light
Verticutting(dethatching)/Grooming	Grooming 2x monthly	verticutting
Topdress	Monthly based on growth	2x/Month
Aerification		April
Overseeding Rate	NA	NA
Ball Mark Repair Freq.	daily	daily
Logo-ed Flags	Yes	Yes
Pin Placement Rotation	Random	Random
Handwatering	as needed	as needed
Greens Rolled	2-3X/wk	3X/wk
Pest/Nematode Control		as needed
Weed Control (Post/Pre)	as needed	as needed
	Liquid fertilisers 2x monthly+ light granular application in Feb if needed	Granular applications prior to aerification + weekly liquid applications
Fertility		
Pigment	as needed	
Growth Regulator	as temperatures dictate	weekly applications

Summer

Jun July August Sept

9.0-10.0

7x/wk.

3x/week

Triplex

Fall

Oct Novemeber

9.0-10.0

5X/wk.

2x/week

Triplex

Every 2 weeks verticutting
following verticutting

June and August

NA

daily

Yes

Random

as needed

3-4x/wk

as needed

as needed

Grooming weekly
2x/Month

NA

daily

Yes

Random

as needed

3X/wk

as needed

as needed

Granular applications prior
to aerification + weekly
liquid applications

weekly applications

Possibly one final granular
application if needed +
liquid fertilisers biweekly

as needed

as temperatures dictate

SELECTION CRITERIA:

TYPE - ALL TYPE CODES
LOCATION - ALL LOCATIONS
STATUSES - A F
CLASS - ALL CLASSES
PROJECT - ALL PROJECTS
ACQUISITION METHOD - ALL ACQUISITION METHODS
DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE
DEPARTMENT - 53
DIVISION - ALL DIVISIONS
ACTIVITY - ALL ACTIVITIES
PRINT MISC INFO - NO
ACQUISITION DATE - FROM EARLIEST TO LATEST
DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION			TAG/REF#			VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS	COVERAGE	PURCHASE	COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD		LIFE	SALVAGE	VALUE	CAPITAL	COST
COM CODE	TYPE	LOCATION			DATE	DISPOSAL:		YTD	DEPR	LTD	DEPR
ASSET CLS	SERIAL	NUMBER	DEPR EXP	ACCT	PO NBR	DATE				BOOK	VALUE
ASSET ACCOUNT			ACCUM DEPR	ACCT	NEW/USED	PRICE					
			FUNDING	SOURCE	INVESTMENT	ACCOUNT					
539759	/ 0000 /	EZ GO GAS GOLF CART			9759		258706				
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	EZ GO	TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		5043.84	
	ROLLING STOCK	50510005199902			070449			.00		.00	
P	3171063	50500001670000			N		.00	924.70		924.70	
50500001660000		505								4119.14	
539760	/ 0000 /	EZ GO GAS BEVERAGE CART			9760		258706				
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	EZ GO	TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		15984.40	
	ROLLING STOCK	50510005199902			070449			.00		.00	
P	3170501	50500001670000			N		.00	2930.47		2930.47	
50500001660000		505								13053.93	
539761	/ 0000 /	EZ GO GAS GOLF CART			9761		258706				
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	EZ GO	TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		5043.84	
	ROLLING STOCK	50510005199902			070449			.00		.00	
P	3171062	50500001670000			N		.00	924.70		924.70	
50500001660000		505								4119.14	
539798	/ 0000 /	2016 KUBOTA L3901 TRACTOR			9798		259351				
176367	3/16/2016	53 00 519	Y	P	PURCHASED	60	53	RIDGE	EQUIPMENT CO. INC.		
	ACTIVE	GOLF COURSE			3/30/2016	0/00/0000		.00		30822.00	
	EQUIPMENT (DEPRECIABLE)	50510005199902			071069			.00		.00	
P	60073	50500001670000			N		.00	3595.90		3595.90	
50500001660000		505								27226.10	
539799	/ 0000 /	2016 TORO PROPASS 200 SPREADER			9799		259088				
176752	3/30/2016	53 00 519	Y	P	PURCHASED	60	53	WESCO	TURF INC		
	ACTIVE	GOLF COURSE			3/30/2016	0/00/0000		.00		12813.01	
	EQUIPMENT (DEPRECIABLE)	50510005199902			071060			.00		.00	
P	316000119	50500001670000			N		.00	1494.85		1494.85	
50500001660000		505								11318.16	
539841	/ 0000 /	EZ GO GOLF CART			9841		258706				
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	EZ GO	TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		2122.23	
	ROLLING STOCK	50510005199902			070449			.00		.00	
P	EZGDZ0AFK3171747	50500001670000			N		.00	389.07		389.07	
50500001660000		505								1733.16	
539842	/ 0000 /	EZ GO GOLF CART			9842		258706				
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	EZ GO	TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		2122.23	
	ROLLING STOCK	50510005199902			070449			.00		.00	
P	EZGDZ0AFTG3171793	50500001670000			N		.00	389.07		389.07	
50500001660000		505								1733.16	
539843	/ 0000 /	EZ GO GOLF CART			9843		258706				

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE	TYPE	LOCATION			DATE	DATE		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	METHOD			BOOK VALUE
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			
539843	EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9844	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGD0AFPG3171732	50500001670000			N		.00		1733.16
50500001660000		505							
539844	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9844	258706	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFCG3171761	50500001670000			N		.00		1733.15
50500001660000		505							
539845	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9845	258706	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFJG3171751	50500001670000			N		.00		1733.15
50500001660000		505							
539846	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9846	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFLG3171738	50500001670000			N		.00		1733.16
50500001660000		505							
539847	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9847	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFEG3171774	50500001670000			N		.00		1733.16
50500001660000		505							
539848	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9848	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFCG3171789	50500001670000			N		.00		1733.16
50500001660000		505							
539849	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9849	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFCG3171766	50500001670000			N		.00		1733.16
50500001660000		505							
539850	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9850	258706	.00	2122.22

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		ASSIGNED:		DEPR	CALC	TAG/REF#		VENDOR	NBR	VENDOR NAME	PURCHASE COST	
CHECK NBR	CHECK DATE	LOCATION	COST CENTER	CODE	TYPE	ACQUISITION:	DISPOSAL:	LIFE	REM	INS COVERAGE	SALVAGE VALUE	CAPITAL COST
MANUFACT	STATUS	DEPR EXP ACCT	ACCUM DEPR ACCT			DATE	DATE	PROJECT	LIFE	YTD DEPR		LTD DEPR
COM CODE	TYPE					PO NBR	METHOD					BOOK VALUE
ASSET CLS	SERIAL NUMBER					NEW/USED	PRICE					
ASSET ACCOUNT		FUNDING SOURCE				INVESTMENT	ACCOUNT					
539850	EZ GO GOLF CART											
	ACTIVE	GOLF COURSE				11/25/2015	0/00/0000				.00	.00
P	ROLLING STOCK	50510005199902				070449				389.07		389.07
50500001660000	EZGDZ0AFVG3171803	50500001670000				N		.00				1733.15
539851	/ 0000 / EZ GO GOLF CART						9851	258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y		P	PURCHASED		60	49		.00	2122.22
	ACTIVE	GOLF COURSE				11/25/2015	0/00/0000				.00	.00
P	ROLLING STOCK	50510005199902				070449				389.07		389.07
50500001660000	EZGDZ0AFHG3171781	50500001670000				N		.00				1733.15
539852	/ 0000 / EZ GO GOLF CART						9852	258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y		P	PURCHASED		60	49		.00	2122.22
	ACTIVE	GOLF COURSE				11/25/2015	0/00/0000				.00	.00
P	ROLLING STOCK	50510005199902				070449				389.07		389.07
50500001660000	EZGDZ0AFTG3171776	50500001670000				N		.00				1733.15
539853	/ 0000 / EZ GO GOLF CART						9853	258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y		P	PURCHASED		60	49		.00	2122.23
	ACTIVE	GOLF COURSE				11/25/2015	0/00/0000				.00	.00
P	ROLLING STOCK	50510005199902				070449				389.07		389.07
50500001660000	EZGDZ0AFJG3171796	50500001670000				N		.00				1733.16
539854	/ 0000 / EZ GO GOLF CART						9854	258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y		P	PURCHASED		60	49		.00	2122.22
	ACTIVE	GOLF COURSE				11/25/2015	0/00/0000				.00	.00
P	ROLLING STOCK	50510005199902				070449				389.07		389.07
50500001660000	EZGDZ0AFFG3171763	50500001670000				N		.00				1733.15
539855	/ 0000 / EZ GO GOLF CART						9855	258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y		P	PURCHASED		60	49		.00	2122.22
	ACTIVE	GOLF COURSE				11/25/2015	0/00/0000				.00	.00
P	ROLLING STOCK	50510005199902				070449				389.07		389.07
50500001660000	EZGDZ0AFJG3171765	50500001670000				N		.00				1733.15
539856	/ 0000 / EZ GO GOLF CART						9856	258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y		P	PURCHASED		60	49		.00	2122.23
	ACTIVE	GOLF COURSE				11/25/2015	0/00/0000				.00	.00
P	ROLLING STOCK	50510005199902				070449				389.07		389.07
50500001660000	EZGDZ0AFAG3171737	50500001670000				N		.00				1733.16
539857	/ 0000 / EZ GO GOLF CART						9857	258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y		P	PURCHASED		60	49		.00	2122.23
	ACTIVE	GOLF COURSE				11/25/2015	0/00/0000				.00	.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE	TYPE	LOCATION			DATE	DATE		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL	DEPR EXP ACCT			PO NBR	METHOD			BOOK VALUE
ASSET ACCOUNT	NUMBER	ACCUM DEPR ACCT			NEW/USED	PRICE			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			
539857	EZ GO GOLF CART								
P	ROLLING STOCK	50510005199902			070449			389.07	389.07
50500001660000	EZGDZ0AFEG3171743	50500001670000			N		.00		1733.16
505		505							
539858	/ 0000 / EZ GO GOLF CART				9858		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFPG3171746	50500001670000			N		.00		1733.16
50500001660000		505							
539859	/ 0000 / EZ GO GOLF CART				9859		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFPG3171802	50500001670000			N		.00		1733.15
50500001660000		505							
539860	/ 0000 / EZ GO GOLF CART				9860		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFAG3171785	50500001670000			N		.00		1733.16
50500001660000		505							
539861	/ 0000 / EZ GO GOLF CART				9861		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFKG3171800	50500001670000			N		.00		1733.15
50500001660000		505							
539862	/ 0000 / EZ GO GOLF CART				9862		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFPG3171783	50500001670000			N		.00		1733.16
50500001660000		505							
539863	/ 0000 / EZ GO GOLF CART				9863		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFJG3171801	50500001670000			N		.00		1733.15
50500001660000		505							
539864	/ 0000 / EZ GO GOLF CART				9864		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	PROJECT	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE	TYPE	LOCATION			DATE	DISPOSAL:		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	DATE			BOOK VALUE
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	METHOD			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			
539864	EZ GO GOLF CART								
P	174745	EZGDZ0AFCG3171792							
50500001660000		505			N				1733.16
539865	/ 0000 / EZ GO GOLF CART				9865	258706		EZ GO TEXTRON	
P	174745	11/25/2015				60	49		
	ACTIVE	53 00 519	Y	P	PURCHASED			.00	2122.23
	ROLLING STOCK	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	EZGDZ0AFAG3171799	50510005199902			070449			389.07	389.07
50500001660000		50500001670000			N				1733.16
539866	/ 0000 / EZ GO GOLF CART				9866	258706		EZ GO TEXTRON	
P	174745	11/25/2015				60	49		
	ACTIVE	53 00 519	Y	P	PURCHASED			.00	2122.23
	ROLLING STOCK	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	EZGDZ0AFPG3171794	50510005199902			070449			389.07	389.07
50500001660000		50500001670000			N				1733.16
539867	/ 0000 / EZ GO GOLF CART				9867	258706		EZ GO TEXTRON	
P	174745	11/25/2015				60	49		
	ACTIVE	53 00 519	Y	P	PURCHASED			.00	2122.22
	ROLLING STOCK	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	EZGDZ0AFJG3171779	50510005199902			070449			389.07	389.07
50500001660000		50500001670000			N				1733.15
539868	/ 0000 / EZ GO GOLF CART				9868	258706		EZ GO TEXTRON	
P	174745	11/25/2015				60	49		
	ACTIVE	53 00 519	Y	P	PURCHASED			.00	2122.22
	ROLLING STOCK	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	EZGDZ0AFEG3171791	50510005199902			070449			389.07	389.07
50500001660000		50500001670000			N				1733.15
539869	/ 0000 / EZ GO GOLF CART				9869	258706		EZ GO TEXTRON	
P	174745	11/25/2015				60	49		
	ACTIVE	53 00 519	Y	P	PURCHASED			.00	2122.23
	ROLLING STOCK	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	EZGDZ0AFLG3171769	50510005199902			070449			389.07	389.07
50500001660000		50500001670000			N				1733.16
539870	/ 0000 / EZ GO GOLF CART				9870	258706		EZ GO TEXTRON	
P	174745	11/25/2015				60	49		
	ACTIVE	53 00 519	Y	P	PURCHASED			.00	2122.23
	ROLLING STOCK	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	EZGDZ0AFEG3171788	50510005199902			070449			389.07	389.07
50500001660000		50500001670000			N				1733.16
539871	/ 0000 / EZ GO GOLF CART				9871	258706		EZ GO TEXTRON	
P	174745	11/25/2015				60	49		
	ACTIVE	53 00 519	Y	P	PURCHASED			.00	2122.22
	ROLLING STOCK	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	EZGDZ0AFKG3171778	50510005199902			070449			389.07	389.07
		50500001670000			N				1733.15

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE	TYPE	LOCATION			DATE	DATE		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL	NUMBER	DEPR EXP ACCT		PO NBR	METHOD			BOOK VALUE
ASSET ACCOUNT			ACCUM DEPR ACCT		NEW/USED	PRICE			
			FUNDING SOURCE		INVESTMENT	ACCOUNT			
539871	EZ GO GOLF CART								
50500001660000		505							
539872	/ 0000 / EZ GO GOLF CART				9872		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60		2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	49	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFKG3171775	50500001670000			N		.00		1733.15
50500001660000		505							
539873	/ 0000 / EZ GO GOLF CART				9873		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60		2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	49	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFVG3171784	50500001670000			N		.00		1733.16
50500001660000		505							
539874	/ 0000 / EZ GO GOLF CART				9874		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60		2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	49	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFCG3171749	50500001670000			N		.00		1733.16
50500001660000		505							
539875	/ 0000 / EZ GO GOLF CART				9875		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60		2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	49	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFCG3171735	50500001670000			N		.00		1733.16
50500001660000		505							
539876	/ 0000 / EZ GO GOLF CART				9876		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60		2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	49	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFKG3171772	50500001670000			N		.00		1733.15
50500001660000		505							
539877	/ 0000 / EZ GO GOLF CART				9877		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60		2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	49	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFJG3171748	50500001670000			N		.00		1733.16
50500001660000		505							
539878	/ 0000 / EZ GO GOLF CART				9878		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60		2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	49	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFEG3171757	50500001670000			N		.00		1733.15
50500001660000		505							

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION			TAG/REF#			VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS	COVERAGE	PURCHASE	COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD		LIFE	SALVAGE	VALUE	CAPITAL	COST
COM CODE	TYPE	LOCATION			DATE	DISPOSAL:		YTD	DEPR	LTD	DEPR
ASSET CLS	SERIAL	NUMBER	DEPR EXP ACCT		PO NBR	DATE				BOOK	VALUE
ASSET ACCOUNT			ACCUM DEPR ACCT		NEW/USED	PRICE					
			FUNDING SOURCE		INVESTMENT	ACCOUNT					
539879	/ 0000 / EZ GO GOLF CART				9879		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00		2122.22	
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		.00	
	ROLLING STOCK	50510005199902			070449			389.07		389.07	
P	EZGDZ0AFAG3171740	50500001670000			N		.00			1733.15	
50500001660000		505									
539880	/ 0000 / EZ GO GOLF CART				9880		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00		2122.23	
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		.00	
	ROLLING STOCK	50510005199902			070449			389.07		389.07	
P	EZGDZ0AFHG3171756	50500001670000			N		.00			1733.16	
50500001660000		505									
539881	/ 0000 / EZ GO GOLF CART				9881		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00		2122.23	
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		.00	
	ROLLING STOCK	50510005199902			070449			389.07		389.07	
P	EZGDZ0AFVG3171753	50500001670000			N		.00			1733.16	
50500001660000		505									
539882	/ 0000 / EZ GO GOLF CART				9882		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00		2122.23	
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		.00	
	ROLLING STOCK	50510005199902			070449			389.07		389.07	
P	EZGDZ0AFLG3171755	50500001670000			N		.00			1733.16	
50500001660000		505									
539883	/ 0000 / EZ GO GOLF CART				9883		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00		2122.23	
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		.00	
	ROLLING STOCK	50510005199902			070449			389.07		389.07	
P	EZGDZ0AFLG3171741	50500001670000			N		.00			1733.16	
50500001660000		505									
539884	/ 0000 / EZ GO GOLF CART				9884		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00		2122.23	
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		.00	
	ROLLING STOCK	50510005199902			070449			389.07		389.07	
P	EZGDZ0AFVG3171798	50500001670000			N		.00			1733.16	
50500001660000		505									
539885	/ 0000 / EZ GO GOLF CART				9885		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00		2122.23	
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00		.00	
	ROLLING STOCK	50510005199902			070449			389.07		389.07	
P	EZGDZ0AFHG3171787	50500001670000			N		.00			1733.16	
50500001660000		505									
539886	/ 0000 / EZ GO GOLF CART				9886		258706		EZ GO TEXTRON		

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE	TYPE	LOCATION			DATE	DATE		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL	DEPR EXP ACCT			PO NBR	METHOD			BOOK VALUE
ASSET ACCOUNT	NUMBER	ACCUM DEPR ACCT			NEW/USED	PRICE			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			
539886	EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9887	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFHG3171742	50500001670000			N		.00		1733.16
50500001660000		505							
539887	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9887	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFVG3171736	50500001670000			N		.00		1733.16
50500001660000		505							
539888	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9888	258706	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFKG3171764	50500001670000			N		.00		1733.15
50500001660000		505							
539889	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9889	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFKG3171733	50500001670000			N		.00		1733.16
50500001660000		505							
539890	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9890	258706	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFTG3171759	50500001670000			N		.00		1733.16
50500001660000		505							
539891	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9891	258706	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFEG3171760	50500001670000			N		.00		1733.15
50500001660000		505							
539892	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9892	258706	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	60	.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFTG3171762	50500001670000			N		.00		1733.15
50500001660000		505							
539893	/ 0000 / EZ GO GOLF CART								
174745	11/25/2015	53 00 519	Y	P	PURCHASED	9893	258706	.00	2122.23

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR	NBR	VENDOR NAME	PURCHASE COST		
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE	TYPE	LOCATION			DATE	DATE		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	METHOD			BOOK VALUE
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			
539893	EZ GO GOLF CART								
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
P	ROLLING STOCK	50510005199902			070449			389.07	389.07
50500001660000	EZGDZ0AFCG3171752	50500001670000			N		.00		1733.16
539894	/ 0000 / EZ GO GOLF CART				9894		258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
P	ROLLING STOCK	50510005199902			070449			389.07	389.07
50500001660000	EZGDZ0AFHG3171739	50500001670000			N		.00		1733.16
539895	/ 0000 / EZ GO GOLF CART				9895		258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
P	ROLLING STOCK	50510005199902			070449			389.07	389.07
50500001660000	EZGDZ0AFHG3171773	50500001670000			N		.00		1733.15
539896	/ 0000 / EZ GO GOLF CART				9896		258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
P	ROLLING STOCK	50510005199902			070449			389.07	389.07
50500001660000	EZGDZ0AFAG3171771	50500001670000			N		.00		1733.16
539897	/ 0000 / EZ GO GOLF CART				9897		258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
P	ROLLING STOCK	50510005199902			070449			389.07	389.07
50500001660000	EZGDZ0AFJG3171734	50500001670000			N		.00		1733.16
539898	/ 0000 / EZ GO GOLF CART				9898		258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
P	ROLLING STOCK	50510005199902			070449			389.07	389.07
50500001660000	EZGDZ0AFKG3171750	50500001670000			N		.00		1733.16
539899	/ 0000 / EZ GO GOLF CART				9899		258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
P	ROLLING STOCK	50510005199902			070449			389.07	389.07
50500001660000	EZGDZ0AFAG3171768	50500001670000			N		.00		1733.15
539900	/ 0000 / EZ GO GOLF CART				9900		258706		
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	49	EZ GO TEXTRON
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION						TAG/REF#	VENDOR LIFE	NBR REM LIFE	VENDOR NAME INS COVERAGE	PURCHASE COST CAPITAL COST
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION:	DISPOSAL:	PROJECT		SALVAGE VALUE	LTD DEPR
MANUFACT STATUS	COM CODE TYPE	COST CENTER LOCATION			METHOD DATE	DATE METHOD			YTD DEPR	BOOK VALUE
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	PRICE				
ASSET ACCOUNT		ACCUM DEPR ACCT	FUNDING SOURCE		NEW/USED INVESTMENT	ACCOUNT				
539900	EZ GO GOLF CART									
P	ROLLING STOCK	50510005199902			070449				389.07	389.07
50500001660000	EZGDZ0AFKG3171795	50500001670000			N		.00			1733.16
539903	/ 0000 / EZ GO GOLF CART				9903		258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519 Y P			PURCHASED		60	49	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	.00
P	ROLLING STOCK	50510005199902			070449				389.07	389.07
50500001660000	EZGDZ0AFVG3171767	50500001670000			N		.00			1733.15
539904	/ 0000 / EZ GO GOLF CART				9904		258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519 Y P			PURCHASED		60	49	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	.00
P	ROLLING STOCK	50510005199902			070449				389.07	389.07
50500001660000	EZGDZ0AFPG3171777	50500001670000			N		.00			1733.15
539905	/ 0000 / EZ GO GOLF CART				9905		258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519 Y P			PURCHASED		60	49	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	.00
P	ROLLING STOCK	50510005199902			070449				389.07	389.07
50500001660000	EZGDZ0AFHG3171790	50500001670000			N		.00			1733.16
539906	/ 0000 / EZ GO GOLF CART				9906		258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519 Y P			PURCHASED		60	49	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	.00
P	ROLLING STOCK	50510005199902			070449				389.07	389.07
50500001660000	EZGDZ0AFLG3171786	50500001670000			N		.00			1733.15
539907	/ 0000 / EZ GO GOLF CART				9907		258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519 Y P			PURCHASED		60	49	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	.00
P	ROLLING STOCK	50510005199902			070449				389.07	389.07
50500001660000	EZGDZ0AFJG3171782	50500001670000			N		.00			1733.16
539908	/ 0000 / EZ GO GOLF CART				9908		258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519 Y P			PURCHASED		60	49	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	.00
P	ROLLING STOCK	50510005199902			070449				389.07	389.07
50500001660000	EZGDZ0AFAG3171754	50500001670000			N		.00			1733.16
539909	/ 0000 / EZ GO GOLF CART				9909		258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519 Y P			PURCHASED		60	49	.00	2122.22
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	.00
	ROLLING STOCK	50510005199902			070449				389.07	389.07

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	PROJECT	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE	TYPE	LOCATION			DATE	DISPOSAL:		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL	DEPR EXP ACCT			PO NBR	DATE			BOOK VALUE
ASSET ACCOUNT	NUMBER	ACCUM DEPR ACCT			NEW/USED	METHOD			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			
539909	EZ GO GOLF CART								
P	EZGDZ0AFPG3171780	50500001670000			N				1733.15
50500001660000		505							
539911	/ 0000 / EZ GO GOLF CART				9911	258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFCG3171758	50500001670000			N				1733.16
50500001660000		505							
539912	/ 0000 / EZ GO GOLF CART				9912	258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFTG3171745	50500001670000			N				1733.16
50500001660000		505							
539913	/ 0000 / EZ GO GOLF CART				9913	258706		EZ GO TEXTRON	
174745	11/25/2015	53 00 519	Y	P	PURCHASED	60	49	.00	2122.23
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			389.07	389.07
P	EZGDZ0AFVG3171770	50500001670000			N				1733.16
50500001660000		505							
559530	/ 0000 / JOHN DEERE PROGATOR 2014				9530	251937		JOHN DEERE COMPANY	
165859	5/16/2014	53 00 519	Y	P	PURCHASED	60	31	.00	18993.84
	ACTIVE	GOLF COURSE			5/16/2014	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			069140			3798.77	9180.35
G	1TC202ATEET075165	50500001670000			N				9813.49
50500001660000		505							
559531	/ 0000 / JOHN DEERE HD200 SPRAYER				9531	251937		JOHN DEERE COMPANY	
165859	5/16/2014	53 00 519	Y	P	PURCHASED	60	31	.00	9121.76
	ACTIVE	GOLF COURSE			5/16/2014	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			069140			1824.35	4408.84
G	1RC200GXEDT070299	50500001670000			N				4712.92
50500001660000		505							
559532	/ 0000 / JOHN DEERE 2500B GREENS MOWER 2014				9532	251937		JOHN DEERE COMPANY	
165859	5/16/2014	53 00 519	Y	P	PURCHASED	60	31	.00	30759.82
	ACTIVE	GOLF COURSE			5/16/2014	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			069140			6151.96	14867.23
G	1TC250BDPET080092	50500001670000			N				15892.59
50500001660000		505							
559533	/ 0000 / JOHN DEERE 2500B GREENS MOWER 2014				9533	251937		JOHN DEERE COMPANY	
165859	5/16/2014	53 00 519	Y	P	PURCHASED	60	31	.00	30759.82
	ACTIVE	GOLF COURSE			5/16/2014	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			069140			6151.96	14867.23
G	1TC250BDKET080093	50500001670000			N				15892.59

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION				TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS	COVERAGE	COST	
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE	VALUE	CAPITAL	
COM CODE	TYPE	LOCATION			DATE	DATE		YTD	DEPR	LTD	DEPR
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	METHOD				BOOK	VALUE
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE					
		FUNDING SOURCE			INVESTMENT	ACCOUNT					
559533	JOHN DEERE 2500B GREENS MOWER 2014										
50500001660000		505									
559559	/ 0000 / 2015 JOHN DEERE GATOR TE UTILITY				9559		251937		JOHN DEERE COMPANY		
170541	3/10/2015	53 00 519	Y	P	2/06/2015	0/00/0000	60	40	.00	9612.22	
	ACTIVE	GOLF COURSE							.00	.00	
	ROLLING STOCK	50510005199902			069942				1922.44	3204.06	
P	1MOT145EPFM100039	50500001670000			N		.00			6408.16	
50500001660000		505									
559560	/ 0000 / 2015 JOHN DEERE GATOR TE UTILITY				9560		251937		JOHN DEERE COMPANY		
170541	3/10/2015	53 00 519	Y	P	2/06/2015	0/00/0000	60	40	.00	9612.22	
	ACTIVE	GOLF COURSE							.00	.00	
	ROLLING STOCK	50510005199902			069942				1922.44	3204.06	
P	1MOT145ETFM100041	50500001670000			N		.00			6408.16	
50500001660000		505									
559601	/ 0000 / 2015 JOHN DEERE GATOR TS				9601		251937		JOHN DEERE COMPANY		
171075	4/10/2015	53 00 519	Y	P	2/06/2015	0/00/0000	60	40	.00	7129.90	
	ACTIVE	PARKS							.00	.00	
	ROLLING STOCK	50510005199902			069943				1425.98	2376.63	
P	1MO4X2SJTFM100520	50500001670000			N		.00			4753.27	
50500001660000		505									
559604	/ 0000 / 2015 TORO PROFORCE	DEBRIS BLOWER			9604		259088		WESCO TURF INC		
171189	4/16/2015	53 00 519	Y	P	3/16/2015	0/00/0000	60	41	.00	6745.81	
	ACTIVE	GOLF COURSE							.00	.00	
	EQUIPMENT (DEPRECIABLE)	50510005199902			069951				1349.16	2136.17	
P	315000165	50500001670000			N		.00			4609.64	
50500001660000		505									
559845	/ 0000 / EZ GO GOLF CART				9902		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	11/25/2015	0/00/0000	60	49	.00	2122.22	
	ACTIVE	GOLF COURSE							.00	.00	
	ROLLING STOCK	50510005199902			070449				389.07	389.07	
P	EZGDZ0AFCG3171744	50500001670000			N		.00			1733.15	
50500001660000		505									
559901	/ 0000 / EZ GO GOLF CART				9901		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	11/25/2015	0/00/0000	60	49	.00	2122.22	
	ACTIVE	GOLF COURSE							.00	.00	
	ROLLING STOCK	50510005199902			070449				389.07	389.07	
P	EZGDZ0AFCG3171797	50500001670000			N		.00			1733.15	
50500001660000		505									
559902	/ 0000 / EZ GO GOLF CART				9902		258706		EZ GO TEXTRON		
174745	11/25/2015	53 00 519	Y	P	11/25/2015	0/00/0000	60	49	.00	2122.22	

ASSET REGISTER
BY COST CENTER

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION				TAG/REF#		VENDOR NBR		VENDOR NAME			
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST		
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST		
COM CODE	TYPE	LOCATION			DATE	DATE		YTD DEPR	LTD DEPR		
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	METHOD			BOOK VALUE		
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE					
		FUNDING SOURCE			INVESTMENT	ACCOUNT					
939870	/ 0000 / EZ GO GOLF CART				9848		258706	EZ GO TEXTRON			
174745	11/25/2015	53 00 519	Y	P	PURCHASED		60	49	.00	2122.23	
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	.00	
	ROLLING STOCK	50510005199902			070449				389.07	389.07	
P	EZGDZ0AFCG3171789	50500001670000			N		.00			1733.16	
50500001660000		505									
COST CENTER 53-00/519		NON-DISPOSED SUBTOTALS:		DEPRECIABLE:		87 ASSETS		.00		349,487.21	
								.00		.00	
								63,208.86		92,906.37	
										256,580.84	
				NON-DEPRECIABLE:		0 ASSETS		.00		.00	
								.00		.00	
								.00		.00	
								.00		.00	
				TOTAL:		87 ASSETS		.00		349,487.21	
								.00		.00	
								63,208.86		92,906.37	
										256,580.84	

ASSET REGISTER
BY COST CENTER

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST
COM CODE	TYPE	LOCATION			DATE	DATE		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	METHOD			BOOK VALUE
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			
539840	/ 0000 / EZ GO GAS GOLF CART				9840		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 542	Y	P	PURCHASED		60	49	8109.40
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000		.00	.00
	ROLLING STOCK	50510005199902			070449			.00	.00
P	EZGBH0BATG3170768	50500001670000			N		.00	1486.72	1486.72
50500001660000		505							6622.68
COST CENTER 53-00/542		NON-DISPOSED SUBTOTALS:		DEPRECIABLE:		1 ASSETS		.00	8,109.40
								.00	.00
								1,486.72	1,486.72
									6,622.68
		NON-DEPRECIABLE:		0 ASSETS				.00	.00
								.00	.00
								.00	.00
									.00
		TOTAL:		1 ASSETS				.00	8,109.40
								.00	.00
								1,486.72	1,486.72
									6,622.68

ASSET REGISTER
BY COST CENTER

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION				TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REMA	INS COVERAGE	PURCHASE COST		
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DATE	DISPOSAL:	SALVAGE VALUE	CAPITAL COST		
COM CODE	TYPE	LOCATION			DATE	DATE		YTD DEPR	LTD DEPR		
ASSET CLS	SERIAL	DEPR EXP ACCT			PO NBR	METHOD			BOOK	VALUE	
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE					
		FUNDING SOURCE			INVESTMENT	ACCOUNT					
537001	/ 0000 /	GOLF COURSE CLUBHOUSE RENOVATION				256520					
173988	10/14/2015	53 00 572	Y	P	PURCHASED	360					
	ACTIVE	GOLF COURSE			8/25/2015	0/00/0000	AIO025			20110.00	
	BUILDINGS RECREATION	45003005799902			070235			670.33		782.05	
G		45000001630000			N	.00				19327.95	
45000001620000		451									
537001	/ 0001 /	GOLF COURSE CLUBHOUSE RENOVATION				80705					
174210	10/21/2015	53 00 572	Y	P	PURCHASED	360					
	ACTIVE	GOLF COURSE			9/30/2015	0/00/0000	AIO025			138432.00	
	BUILDINGS RECREATION	45003005799902			070417			4614.39		4998.92	
P		45000001630000			N	.00				133433.08	
45000001620000		451									
537001	/ 0002 /	GOLF COURSE CLUBHOUSE RENOVATION				80705					
174485	11/10/2015	53 00 572	Y	P	PURCHASED	360					
	ACTIVE	GOLF COURSE			9/30/2015	0/00/0000	AIO025			15382.00	
	BUILDINGS RECREATION	SEE BELOW			070417			512.73		512.73	
P		SEE BELOW			N	.00				14869.27	
SEE BELOW		SEE BELOW									
STATUS	ASSET ACCOUNT	DEPR EX ACCT	ACCUM DEPR ACCT	FUNDING SOURCE	PERCENT	Y-T-D	L-T-D				
A	45000001620000	45003005799902	45000001651000	451	100.00	512.73	512.73				
537001	/ 0003 /	GOLF COURSE CLUBHOUSE RENOVATION				256520					
174743	11/25/2015	53 00 572	Y	P	PURCHASED	360					
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000	AIO025			5379.40	
	BUILDINGS RECREATION	45003005799902			070235			165.28		165.28	
G		45000001630000			N	.00				5214.12	
45000001620000		451									
537001	/ 0004 /	GOLF COURSE CLUBHOUSE RENOVATION				80705					
176804	4/12/2016	53 00 572	Y	P	PURCHASED	360					
	ACTIVE	GOLF COURSE			2/24/2016	0/00/0000	AIO025			162113.00	
	BUILDINGS RECREATION	45003005799902			070417			3612.54		3612.54	
P		45000001630000			N	.00				158500.46	
45000001620000		451									
COST CENTER 53-00/572				NON-DISPOSED SUBTOTALS:		DEPRECIABLE:		5 ASSETS		.00	341,416.40
										.00	.00
										9,575.27	10,071.52
											331,344.88
						NON-DEPRECIABLE:		0 ASSETS		.00	.00
										.00	.00
										.00	.00
										.00	.00

ASSET REGISTER
BY COST CENTER

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	ASSIGNED: DEPR CALC	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	COST CENTER CODE TYPE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	LOCATION	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	DEPR EXP ACCT	PO NBR		
ASSET ACCOUNT	ACCUM DEPR ACCT	NEW/USED		
	FUNDING SOURCE	INVESTMENT ACCOUNT		

TOTAL:	5 ASSETS	.00	341,416.40
		.00	.00
		9,575.27	10,071.52
			331,344.88

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION				TAG/REF#		VENDOR NBR	VENDOR NAME		PURCHASE COST
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	INS COVERAGE		
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	SALVAGE VALUE	CAPITAL COST	
COM CODE	TYPE	LOCATION			DATE	DATE	YTD DEPR	LTD DEPR	
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	METHOD		BOOK VALUE	
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE			
		FUNDING SOURCE			INVESTMENT	ACCOUNT			
537000	/ 0018 /	PANIC BARS FOR CLUBHOUSE DOORS (TWO SETS)			7000		17850		
72816	6/24/1994	53 00 579	Y	P	PURCHASED		120	0	ATLAS GLASS
	FULLY DEPRECIATED	GOLF COURSE			6/24/1994	0/00/0000			.00
	IMPROVEMENT (THE BIG ONE)	40103005809902			010715				.00
P	6231 PALM VISTA	40100001631000			N		.00		.00
40100001640000		450							.00
537001	/ 0005 /	REPAVEMENT OF CLUBHOUSE PARKING LOT					80700		
181095	12/21/2016	53 00 579	Y	P	PURCHASED		120	118	HALIFAX PAVING, INC.
	ACTIVE	GOLF COURSE			8/19/2016	0/00/0000	AIO025		.00
	IMPROVEMENTS RECREATION	45003005799902			071445			1302.07	.00
P		45000001651000			N		.00		.00
45000001640000		451							76822.61
537002	/ 0000 /	GOLF COURSE RENOVATION					259209		
172070	6/11/2015	53 00 579	Y	P	PURCHASED		240	226	BENSON CONSTRUCTION COMPA
	ACTIVE	GOLF COURSE			8/31/2015	0/00/0000	AIO024		.00
	IMPROVEMENTS PARKS	45003005799902			070239			32338.57	.00
P		45000001630000			N		.00		.00
45000001640000		451							609043.10
537002	/ 0001 /	GOLF COURSE RENOVATION					259083		
173180	8/20/2015	53 00 579	Y	P	PURCHASED		240	226	DASHER GOLF DESIGN INC
	ACTIVE	GOLF COURSE			7/28/2015	0/00/0000	AIO024		.00
	IMPROVEMENTS PARKS	45003005799902			069745			852.67	.00
P		45000001630000			N		.00		.00
45000001640000		451							16058.71
537002	/ 0002 /	GOLF COURSE RENOVATION					178309		
173116	8/13/2015	53 00 579	Y	P	PURCHASED		240	225	QUENTIN L. HAMPTON ASSOC.
	ACTIVE	GOLF COURSE			7/15/2015	0/00/0000	AIO024		.00
	IMPROVEMENTS PARKS	45003005799902			070236			314.96	.00
P		45000001630000			N		.00		.00
45000001640000		451							474.46
537002	/ 0003 /	GOLF COURSE RENOVATION					258390		
173936	9/30/2015	53 00 579	Y	P	PURCHASED		240	227	SPARKS CONCRETE, LLC
	ACTIVE	GOLF COURSE			9/23/2015	0/00/0000	AIO024		.00
	IMPROVEMENTS PARKS	45003005799902			070409			413.01	.00
P		45000001630000			N		.00		.00
45000001640000		451							8295.00
COST CENTER 53-00/579		NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	6 ASSETS		.00	763,697.22
								.00	.00
								35,221.28	48,054.39
									715,642.87

ASSET REGISTER
BY COST CENTER

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	ASSIGNED: DEPR CALC	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	COST CENTER CODE TYPE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	LOCATION	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	DEPR EXP ACCT	PO NBR		
ASSET ACCOUNT	ACCUM DEPR ACCT	NEW/USED		
	FUNDING SOURCE	INVESTMENT ACCOUNT		

NON-DEPRECIABLE:	0 ASSETS	.00	.00
		.00	.00
		.00	.00
		.00	.00
		.00	.00
TOTAL:	6 ASSETS	.00	763,697.22
		.00	.00
		35,221.28	48,054.39
			715,642.83

					INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	100 ASSETS	.00 .00 109,492.13	1,468,185.64 .00 157,994.41 1,310,191.23
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			TOTAL:	100 ASSETS	.00 .00 109,492.13	1,468,185.64 .00 157,994.41 1,310,191.23
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			TOTAL:	0 ASSETS	.00 .00 .00	.00 .00 .00

AGREEMENT
FOR
GOLF COURSE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of September 2012, by and between the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida; hereinafter referred to as "City"; The Golf Club at Cypress Head, Inc., a Florida for profit corporation, hereinafter referred to as "Club" and Kemper Sports Management, Inc., an Illinois corporation, hereinafter referred to as "Contractor" and collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns and operates the Golf Club at Cypress Head; and

WHEREAS, the City desires to obtain management services for the golf course and clubhouse operations, turf operations, restaurant, pro shop, lounge, banquet and all other operations at the City's public golf facility; and

WHEREAS, in order to obtain such services, the City on April 2, 2012 issued a Request for Proposals for such management services (attached hereto as **Exhibit "A"**); and

WHEREAS, the Contractor submitted a Proposal on May 2, 2012 (attached hereto as **Exhibit "B"**); and

WHEREAS, Contractor's Proposal was selected by the City of Port Orange City Council on June 19, 2012, as the most responsive and best qualified proposal for purposes of negotiating a contract; and

WHEREAS, this Agreement between the City and the Contractor is substantially in conformance with the City's Request for Proposal and the Contractor's Proposal.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the City and Contractor agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings indicated below:

- A. **ANNUAL BUDGET.** The annual budget shall include the operating budget and the capital improvement budget.

- B. CAPITAL EXPENDITURES: Capital Expenditure means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course, the cost of which exceeds Five Thousand Dollars (\$5,000.00).
- C. CITY: City means the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- D. CITY COUNCIL: City Council means the elected governing body serving the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- E. CITY MANAGER: City Manager shall mean the official appointed manager of the City of Port Orange, Florida.
- F. CLUB HOUSE OPERATIONS: Club House Operations means the sales of golf services, green, cart, range, surcharge and other fees collection operations, food and beverage service operations, golf merchandise operations, and other usual and customary functions provided at the Golf Course.
- G. CONTRACTOR: Contractor means Kemper Sports Management, Inc., or any successor to Contractor's interest under this Agreement.
- H. CONTRACT ADMINISTRATOR: Contract Administrator means the individual designated by the City Manager to administer the contract on behalf of the City, to oversee the Contractor's performance of this Contract and to act as the liaison between the City Manager and the Contractor. The expense of the Contract Administrator shall be an expense of the Golf Course as is identified in **Exhibit "A"** under General Terms and Conditions, at page 18, paragraph 17.
- I. FINANCE DIRECTOR: Finance Director shall mean the officially designated director of finance for the City of Port Orange, Florida
- J. FURNISHING and EQUIPMENT: Furnishing and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including without limitation course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, kitchen equipment, appliances, china, glassware, silverware, office equipment, computers, computer software, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course; other than Operating Inventory. Furnishing and Equipment shall be identified on **Exhibit "C"** as of September 30, 2012, and as verified by Contractor on October 1, 2012.
- K. GOLF COURSE: Golf Course means the Golf Club at Cypress Head, an 18-hole championship course, with lighted practice facility, driving range, maintenance

barn, cart barn, clubhouse, pro shop, restaurant, lounge, banquet rooms, and other related facilities.

- L. **GOLF COURSE EXPENSES:** Golf Course Expenses means operating expenditures including but not limited to all costs and expenses incurred in the operation, management, and maintenance of the Golf Course, including: a) all expenditures incurred by Contractor in the performance of its obligations under this Agreement or expenditures incurred by the City for the benefit of the Golf Course; b) all expenses specifically identified as "Golf Course Expenses" in this Agreement; and c) all other reasonable expenses incurred by Contractor in connection with management of the Golf Course or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided in this Agreement and which expenses, if assumed by Contractor, would be consistent with the role of a golf course manager and shall not exceed the annual budgeted contingency. The total annual golf course expenses, including debt service shall not exceed City Council appropriations. Golf Course Expenses shall include expenses for the Contract Administrator and annual reporting charges or other fees for the Club. Golf Course Expenses shall not include the Contractor's expenses of remediation as required in this Agreement.
- M. **GROSS REVENUES:** Gross Revenues means all revenues of the Golf Course received by Contractor that are part of this Agreement. These are green fees and 50% of the Surcharge, cart rentals, all tournament proceeds, outing and event sales and fees, tee time reservation fees, computer handicapping, league fees, pre-paid green fees, sales of gift certificates and coupon rates for green fees which shall be redeemable within the fiscal year of collection, the Food and Beverage Sales and banquets, driving range sales, merchandise sales, and club rentals. Any revenues derived from Golf Course operations, services, or products shall be deemed a part of Gross Revenues. Gross Revenues shall not include inventory and encumbrances.
- N. **KEY EMPLOYEES:** Key Employees means the on-site general manager, golf course superintendent, director of marketing, assistant superintendent and head golf professionals and are considered Key Employees of Contractor.
- O. **MAINTENANCE and REPAIRS:** Maintenance and repairs means the provision of continuous proper up keeping of all facilities including but not limited to the golf course, buildings, restaurant, pro shop, lounge, banquet room, furnishings and equipment, and supplies, without limitations, necessary to assure the proper day-to-day operations of the Golf Course in accordance with the standards identified in **Exhibit "A"** under Maintenance Standards for the Club, pages 31-37.
- P. **MERCHANDISE:** Merchandise means golf apparel and accessories offered for resale at the Golf Course pro shop and rental of clubs.

- Q. OPERATING INVENTORY: Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Course, including score cards and cart tickets, driving range balls, golf pro shop merchandise, food and beverage inventory, kitchen supplies, paper and plastic ware, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and any other similar items used in running the golf operation.
- R. OPERATING YEAR/FISCAL YEAR: Operating Year/Fiscal Year means a twelve (12) month period commencing on October 1 and continuing through to the following September 30.
- S. SURCHARGE: A surcharge shall be collected from every player of golf pursuant to Resolution No. 12-44 of the City of Port Orange, as amended from time to time.
- T. CONTRACTOR OUT-OF-POCKET EXPENSES. For purposes of this Agreement, out-of-pocket expenses shall not be a Golf Course Expense and shall generally mean Contractor travel expenses in excess of the annual budget and as needed to properly operate and manage all golf course operations at the Golf Course at Cypress Head; and the Contractor's remediation expenses as required in this Agreement.
- U. SURETY: Surety shall mean an insurance organization authorized to do business in the State of Florida, having a financial strength rating during the term of this Agreement of not less than "A" as rated by A.M. Best Company, and being an insurer of mutual acceptance by the parties to this Agreement.
- V. THE GOLF CLUB AT CYPRESS HEAD, INC.: The Golf Club at Cypress Head, Inc. shall mean the Florida for profit corporation currently operating the Golf Course pursuant to the Articles of Incorporation and the Bylaws, including the Bylaws for Club Members, and holding the license authorizing the sale of alcoholic beverages and the consumption on premises and the sales from the beverage cart.
- W. EMERGENCY: Emergency shall mean a breakdown in any City service or when supplies are needed for immediate work which may be essential to, or may virtually affect the public health, safety, or general welfare.

SECTION 2. SCOPE OF SERVICES

The Contractor shall, in a satisfactory and proper manner, as determined by the City Manager, perform the following services:

A. GENERAL

In accordance with the approved budget and subject to availability of funds as appropriated therein, Contractor shall provide Golf Course Management Services for both Club House Operations and Turf Operations as set forth below. It is the intent of this Agreement that the Contractor will endeavor to provide continual quality improvements to all aspects of the Golf Club's operations.

1. Club House Operations shall include but are not limited to the following usual and customary operations:
 - a. Marketing of all golf facilities and programs;
 - b. Managing the golf course and club house operations, driving range, building operations, golf cart storage operations and golf programs, including the sale of golf merchandise;
 - c. Providing planning, budgeting, accounting, personnel and other administrative services in support of the golf operation at the golf course facility, as well as other services normally associated with the operation of public golf courses in a municipal setting;
 - d. Continued support and marketing of all special interest golf programs now offered by the City at the golf facility and as identified in **Exhibit "B"**. These programs include, but are not limited to junior golf programs, men's and women's golf leagues and tournaments, and golf instruction programs;
 - e. Janitorial functions in all facilities including but not limited to the club house buildings, maintenance facility, driving range buildings, course restrooms, course shelters, golf cart storage buildings, food and beverage area, and employee restrooms.
 - f. Payment to the City each month for the lease of golf carts.
 - g. Performance of the detailed descriptions of this scope of services is included in **Exhibits "A" and "B"**, attached hereto.
 - h. Payment to the City each month for the debt service of the golf course.
 - i. The one-half of the Surcharge shall be remitted to the City each month.
2. Turf Operations means the agronomic and horticultural practices required in **Exhibit "A"**, management and maintenance of the motorized equipment used for that purpose, and implementation of the City's fleet maintenance standards and preventative maintenance services for the fleet and the facilities, fences, cart paths, buildings, garages, and storage spaces. This component may include but not limited to the following:
 - a. Providing qualified managers and employees necessary for the maintenance services at the golf facilities;
 - b. Maintaining all turf and landscaping, including first and last impression area; and
 - c. Maintaining all buildings, equipment and associated facilities and performing the detailed descriptions of the scope of services as included in **Exhibits "A" and "B"**, attached hereto.
 - d. Payment to the City each month for the lease of golf course vehicles, tractors,

mowers, and other maintenance equipment.

3. The Contractor shall hire, train, promote, discharge, and supervise the work of the executive staff, Key Employees and all other employees of the courses. All persons employed by the Contractor for such purposes shall be deemed employees of the Contractor. The Contractor shall pay all of the salaries, wages, payroll taxes and benefits due and owing to and/or on account of such persons. The Contractor shall deduct from such employees' salaries all required taxes, charges and assessments and shall make and file such reports as may be required by the federal, state and local government agencies. All personnel shall be employees of the Contractor, and the amount equal to all salary and benefits, shall be a golf course expense in accordance with the annual budget approved by City.
4. The Contractor shall be authorized as the City's agent to purchase goods and services from City approved vendors and contractors and in accordance with City purchasing policies. When the Contractor elects to purchase goods and services independent of the City's purchasing power then Contractor shall submit the pricing and specifications to the City prior to purchase and the City shall have the right to require the Contractor to purchase goods and services at the best price for comparable specifications. City will provide Contractor, annually, a list of approved vendors relative to Contractor's goods and services.

B. SPECIFICATIONS

The Contractor's services shall be provided in accordance with the specifications set forth in **Exhibits "A" and "B"**, attached hereto and by this reference incorporated in its entirety and made a part hereof.

C. GOLF MANAGEMENT PROPOSAL

The Contractor's services shall be provided in accordance with the golf management proposal submitted by the Contractor to the City, in particular, the Sections listed below and as set forth in **Exhibit "B"**, Golf Management Proposal of Kemper Sports Management, Inc., attached hereto and by this reference incorporated in its entirety and made a part hereof.

Section	V(a.)	Operational Plans
Section	V(b.)	Existing and Future Operational Environment
Section	V(c.)	Management Approach
Section	VIII	List of Golf Courses Managed by Proposer
Section	VII	Resumes of Key Corporate Personnel Assigned to Project

D. ANNUAL BUSINESS PLAN AND ANNUAL BUDGET

1. Beginning on October 1, 2012, and every successive fiscal year thereafter, the Contractor shall comply with the City's Annual Budget Calendar for submittal of its Capital Improvement Plan and Annual Budget. The Annual Business Plan shall be submitted in accordance with the calendar for the Annual Budget.
2. The total annual expenses, including debt service shall not exceed City Council Appropriations. The Contractor shall include a recommendation on the golf course fees and charges. Fees and charges for the golf course shall be established by Resolution of the City Council.
3. The Contractor may, from time to time, request the City Council to amend the Annual Budget as to the golf course management services described within this Agreement.
4. Contractor shall be solely responsible for preparation of the Golf Course Annual Budget and for presentation of that Budget to the City Council. Contractor acknowledges that the decision of the City Council is final and that the City Council serves as final arbiter on budget matters.
5. With respect to emergency expenditures, if at any time during the term of this Agreement a condition should exist in, on, or about the Golf Course of an emergency nature which is unforeseen in nature and is not attributable to any act or omission of Contractor, and such condition, in Contractor's discretion, requires immediate action to preserve and protect the Golf Course, to better assure the continued operation of the Golf Course, or to protect its customers, guests, or employees, Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such conditions, whether or not provisions have been made in the applicable Budget for any such expenditure. The Contractor shall notify the City Manager, if at all possible, prior to the expenditure but in all events within twenty-four (24) hours of any such emergency condition or expenditure.
6. With respect to unanticipated expenditures and reallocation of funds, City understands and agrees that the Budget is intended to be a reasonable estimate, and, accordingly, Contractor, subject to City approval, shall be entitled from time to time to revise the Budget to cover any expenditures that were unanticipated at the time of preparation of the Budget but are reasonable and necessary to carry out the provisions of this Agreement. Contractor is authorized to take all action reasonably deemed necessary by Contractor to implement, perform, or cause the performance of the items set forth in the Budget. If the Budget is required to be modified in such a manner that will not increase the overall expense or revenue appropriation, then the Budget transfer may be approved by the Contractor upon written notice to the Finance Director within twenty-four (24) hours. If, however, the Budget is required to be modified in such a manner that will cause an increase in overall appropriations, then the City Council must authorize the modification.

E. ENVIRONMENTAL STATEMENT

1. The Contractor shall include in the Annual Business Plan, as mutually agreed upon in the approved Annual Budget, the adoption, inclusion and placement in practice of the environmental principles as adopted by the Golf Course Superintendent Association of America in all aspects of daily operations, maintenance operations, and capital or remedial improvements to golf premises and facilities.
2. Prior to October 1, 2012, the City shall perform a Phase I Environmental Assessment at the sole cost of the Contractor as a Golf Course Expense and provide copies of all such reports to Contractor. Upon termination, Contractor shall perform a Phase I, the cost of which shall be a Golf Course Expense, and if needed as determined in the City's discretion, a Phase II or III, Environmental Assessment if any, determined in accordance with the assessment. Contractor shall be responsible for the cost of any environmental remediation required in order to correct any violations of environmental laws resulting from the negligence or willful misconduct of Contractor. The requirement for remediation by the Contractor shall survive the termination of this Agreement.
3. Notwithstanding anything to the contrary contained in the Agreement or elsewhere, Contractor shall not defend, indemnify or hold City harmless of or from any liability, loss, damage, cost, or expense (including attorneys' fees and expenses) involving any pre-existing environmental problems or liabilities discovered on the Golf Course that occurred prior to July 3, 2002.

F. PERSONNEL

1. Employment

In accordance with the approved budget, Contractor shall be responsible for the employment of all personnel for the turf and clubhouse operations.

2. Contractor's Clubhouse and Turf Operations of Golf Course

- a. All clubhouse and turf operations shall be transferred to and performed by the Contractor.
- b. It will be the Contractor's responsibility to provide the City with annual turf condition evaluation as described in Exhibit A.

3. Staff

The aggregate payroll for employees at the Golf Course shall not exceed the amounts set forth in the approved Annual Budget. The Contractor shall include in the Annual Business Plan, the qualification and identifications of the Key Employees for staffing the next fiscal year. If a change occurs with the Key Employees during the fiscal year the Annual Business Plan shall be amended and submitted to the City.

4. Qualifications

The Contractor shall employ only employees who are properly qualified for their positions. Contractor may assign management trainees to the Golf Course under the supervision of trained professionals.

5. Retirement and Benefit Plans

Contractor may provide Golf Course employee benefits as long as the expense of the benefits is included in the approved Annual Budget.

6. Temporary Assignment of Other Contractor Personnel

If the position of General Manager, course superintendent, director of marketing, assistant superintendent, or other key management positions of the Golf Course are not filled for whatever reason, Contractor may temporarily, for a period not to exceed ninety (90) days, assign to these positions the staff of other golf courses and country clubs operated by Contractor. During such time as these employees are temporarily assigned to the Golf Course, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Golf Course shall be a Golf Course Expense.

7. Management Staff

- a. The General Manager of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course and shall be on site for day-to-day management and operation purposes. The name and telephone number, both home and business, of the General Manager shall be provided, in writing, to the City and shall be kept current at all times. The General Manager, or upon written notice to the City, his designee, shall be reasonably available during normal working hours to meet with the Contract Administrator. After normal working hours, the General Manager, or designee, shall be reasonably available to appear at the Golf Course if deemed necessary by the Contract Administrator or Contract Administrator's designee. The General Manager shall establish his or her principal residence within one (1) hour driving distance of the Golf Club at Cypress Head, unless waived by the City Manager.
- b. The Golf Course Superintendent for the Golf Course shall be a member in good standing of the local chapter of the Golf Course Superintendents Association.

G. MERCHANDISE SALES

1. The Contractor shall operate the merchandise sales as a profit center and shall perform the following:
 - a. Purchase, maintain, and rent out carts, golf clubs and golf bags at the Pro Shop of the Golf Course.

- b. Order, purchase, pay for and offer for resale at Pro Shop of the Golf Course, all golf equipment, golf merchandise and supplies, sportswear, apparel and other golf accessories.
2. The Contractor shall insure that a qualified individual is assigned to be responsible for ordering and reordering inventory, inventory display, reporting and training for merchandise sales.
3. Budgeted Clubhouse personnel are permitted to handle merchandise sales, cart rentals and golf club rentals and to assist the Merchandise Manager.
4. The Contractor shall maintain and stock reasonable inventory of Merchandise at various grades and sell them at competitive prices.
5. All sales tax and other taxes that might be due and payable as part of the merchandise sales at the Pro Shop shall be paid for from the proceeds of such sales by Contractor.
6. All city, state, federal and/or other licenses required for the appropriate operation of Merchandise Sales at the Pro Shop of the Golf Course shall be obtained in the name of the Contractor and shall be a budgeted Golf Course Expense.
7. All revenues derived from Merchandise Sales shall remain with and belong to the City and shall be considered part of the Gross Revenues. Credit Card Merchandise Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.
8. The Contractor shall purchase at City expense, and shall display and merchandise Port Orange "logo wear" in the Pro Shop with proceeds to be distributed to City.

H. FOOD AND BEVERAGE

1. The Contractor shall operate the Food and Beverage service as a profit center, provide Food and Beverage operations at the Golf Course, including but not limited to catering services, which shall meet all federal, state and local health/safety requirements. Such operation shall have adequate staffing, hours of operation, cleanliness and quality product and service.
2. The Contractor, with reasonable assistance of City and the Club for licensing, shall manage the sales of alcoholic beverages, consistent with the laws of the State of Florida.
3. All revenues derived from Food and Beverage sales at the Golf Course shall remain with and belong to the City. Credit Card Food and Beverage Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.

I. REVENUES AND DEPOSIT OF REVENUES

1. All Revenues collected in the Golf Course by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than the close of business day at the Golf Course. The Finance Director shall be an approved signature on the account.
2. The Contractor shall abide by the money handling procedures as promulgated by generally accepted governmental accounting standards. Contractor shall design, establish, implement and maintain procedures for the accounting and control of the revenues from the time of their collection by Contractor to the time of deposit at the bank. This shall include a system of internal controls to account for and to safeguard all gross revenues. Such procedures shall include each of the accounting and cash control processes recommended by Contractor and approved by the City, which approval shall not unreasonably be withheld.
3. The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value. The Contractor shall provide a fidelity bond for all employees that shall handle cash sales or other financial transactions.
4. City acknowledges that Contractor has not made any guarantee, warranty, or representation of any nature whatsoever concerning or relating to (i) the Budgets, or (ii) the amounts of revenues to be generated from the operation of the Facility other than the fact that the Budgets, including revenues and operating expenses, are based on the Contractor's knowledge and expertise in the area of golf course management, for which the contractor represents itself to be competent, knowledgeable and experienced.

SECTION 3. MANAGEMENT FEE

A. Fixed Management Fee

1. Contractor shall receive a Fixed Management Fee, payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein, and a two percent (2%) per annum CPI, as approved in the Annual Budget.

2. The first payment of the Fixed Management Fee for the balance of FY 12-13 will be payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein and as approved in the Annual Budget. Thereafter, such Fixed Management fee shall be paid from the operating account, and documented by invoice, on or before the Tenth day of each subsequent calendar month during the term of this Agreement and only upon submission of an original invoice from the Contractor.
- B. Incentive Fee.
1. In addition to the Fixed Management Fee, Contractor shall receive an Incentive Fee.
 2. The Incentive Fee shall be equal to (i) five percent (5%) of the annual Gross Revenues that exceed \$1.8 million dollars, plus (ii) five percent (5%) of the Gross Revenues attributable solely to the sale of food and beverages in excess of \$350,000.00 and the total Incentive Fee shall not exceed the \$85,000.00.
 3. The Incentive Fee shall be due and payable within ninety (90) days of the end of each fiscal year, shall not be prorated in the case of partial fiscal years and shall be subject to the City's receipt of the annual independent audit.

SECTION 4. SPECIAL GOLF COURSE USES BY THE CITY

The City shall be entitled to use the golf course for events and special activities as identified in Exhibit "A".

SECTION 5. TRANSFERS OF FUNDS

- A. Working Capital.
1. Contractor shall have the right to retain at all times in the operating account a cash reserve ("Working Capital") in an amount equal to the required amount of Working Capital specified in the Annual Budget to fulfill the Annual Business Plan for the then current Fiscal Year. If at any time during any Fiscal Year Contractor reasonably determines that Working Capital specified in the then current Annual Budget is insufficient, then Operator shall notify City of the projected deficiency, and shall also provide city with a detailed explanation setting forth the reasons therefor.
 2. The City, based upon the FY 2012-2013 operating budget, shall be obligated to place into the golf course operating account on July 1, 2012, an amount equal to 15 days of operating funds and two payrolls. These funds will come from the following sources: the City of Port Orange will transfer to the contractor all unencumbered revenues collected by the golf course during the month of June. If the revenues remaining in the unencumbered account are not equal to the 15 days of operating capital, plus two payrolls, the City shall advance the difference. The final source of revenue shall be

revenues collected during the month of July. On July 31, 2012, the City will review the revenue collections for the month of July to determine if additional funds are needed to fund the operating expenses of the golf course for the month of July. On July 31, 2012, the City will review the projected revenue collections and expenditure projects to determine what funds, if any, will be needed for the month of August. The City will advance to the contractor by August 5, 2012 the funds if necessary, to insure the availability of funds to meet budget requirements of the golf course for the month of August. On September 2, 2012, the City will review the projected revenue collections and expenditures for the month of September. The City will advance to the contractor by September 5, 2012 the funds, if necessary, to insure the availability of funds to meet the budgetary needs of the golf course for the month of September. It is anticipated that the contractor would repay the funds advanced by the City by September 30, 2012. If the Contractor is not able to repay the advances as of September 30, 2012 from golf course revenues, the advances shall be considered a loan to the golf course and shall be repaid to the City each month from golf course revenues in an amount sufficient to repay the loan to the City without jeopardizing the courses ability to meet its financial obligations consistent with the approved operating Budget and Annual Business Plan.

B. Remittance to City.

At the end of each month, Contractor shall determine the amount (if any) by which the balance of the operating account exceeds the Working Capital requirement specified in the then current Annual Budget and the amount, if any, needed to fund any projected deficiency. Funds in the operating account in excess of the specified Working Capital requirement shall be remitted to City on or before ten (10) days after the end of such month.

SECTION 6. TERM

The term of this Agreement shall commence on October 1, 2012 and expire on September 30, 2017, unless sooner terminated as provided herein. This Agreement may be renewed for an additional 5-year period, solely at the City's option and with the mutual acceptance by Contractor within thirty (30) days of the City's exercise of the option; such option shall be exercised by the City, in writing, at least six months prior to the expiration of the original Agreement.

SECTION 7. SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City, and the City's approval shall be solely within the City's discretion. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 8. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

SECTION 9. COMPLIANCE WITH LAWS AND POLICIES

A. Laws.

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange.

B. Financial Management Policies and Procedures

This Agreement is subject to and the Contractor agrees to comply with the Policies and Procedures of the Finance Department of the City to the extent applicable.

C. Equal Employment Opportunity.

Contractor shall not discriminate in its employment practices because of race, religion, sex, age, disability, marital status or national origin. This Agreement is subject to and Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Port Orange, Florida.

SECTION 10. HOLD HARMLESS AND INDEMNITY

A. The Contractor shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers and The Golf Club at Cypress Head, Inc. from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, that result in injury to, constitute violations of individual rights of persons, results in damage to property or any other liability for the City.

B. The City shall, subject to the limitations set forth in section 768.28 of the Florida Statutes, indemnify, protect, defend and hold harmless the Contractor, its agents, representatives, employees and affiliates from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the City, its council members, officers, agents, employees, licensees, that result in liability, environmental condition or other matter relating to the Golf Course and occurring prior to the commencement of Contractor's services hereunder, except that such liability shall be limited to \$200,000 per individual, or \$300,000 per incident/occurrence together with

attorney's fees which shall not exceed 25% of the judgment, in accordance with section 768.28, Florida Statutes.

- C. Unavoidable Delays. The provisions of this Section shall be applicable if there shall occur, due to no fault of the party asserting the Unavoidable Delay (as hereinafter defined) and beyond the reasonable control of such party, during the term of the Agreement any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain labor or materials, or reasonable substitutes therefor beyond the control of the party obligated to perform, (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform. If either party shall, as the result of any of the above-described events, fail punctually to perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such event, such failure shall be excused and not be a breach of this Agreement by the party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to the term of this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date shall be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

SECTION 11. INSURANCE

- A. The Contractor, as a Golf Course cost and expense, shall procure and maintain at all times during the term of this Agreement general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) single limit per occurrence for liability for acts of the Contractor or its agents and/or employees. The City shall be an additional named insured, and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- B. The Contractor, as a Golf Course cost and expense, shall procure and maintain liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00)* single limit per occurrence for vehicles used in connection with this Agreement and the City shall not assume liability for accidents arising out of the use of such vehicle or any vehicle, including but not limited to golf carts. The City shall be an additional named insured and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- C. The Contractor, as part of the Golf Course Expense, shall procure and maintain during the term of this Agreement State of Florida Worker's Compensation insurance in such

amounts as are required by general law. The Contractor shall name the City as an additional insured or provide to the City a waiver of subrogation rights.

- D. The Contractor shall retain the originals of such insurance policies and a copy or memorandum copy of a document evidencing such insurance coverage shall be furnished to the City not later than 15 days prior to commencement of services by the Contractor under this Agreement.

Special Note: the limits of liability specified in A and B above can be satisfied through a combination of primary, umbrella or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

- E. The City shall be notified in writing 30-days prior to cancellation or nonrenewal by the Contractor of any changes in such policies.
- F. The Contractor shall acquire, as an expense of the Golf Course, any other insurance required by the State of Florida or deemed prudent or necessary by the City of Port Orange, including, but not limited to, liability resulting from the sale of alcoholic beverages.

SECTION 12. REPORTS, INFORMATION AND AUDITS

- A. The Contractor, at such times and in such form as the City may require, as a Golf Course Expense, shall furnish the City such reports as may be reasonably requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain on-site all financial and administrative records as public records as prescribed by the public records laws of the State of Florida, and shall permit the City or any of its representatives or auditors (both internal and external) access to such records.
- B. The City shall make available to the Contractor financial information regarding matters covered in this Agreement. Upon termination of this Agreement for any reason, the Contractor shall immediately deliver the financial and administrative records to the Finance Director.
- C. The Contractor shall in a timely manner provide to the City the reports and information as identified in Exhibit A and Exhibit B.
- D. The City retains the right to perform unannounced inspection of all records during normal business hours. This inspection will be conducted consistent with internal audit procedure and performed in accordance with generally accepted governmental auditing standards.
- E. As a Golf Course Expense, Contractor shall retain a firm of certified public accountants to perform independent annual audits. The result of this audit will be reported in a timely manner, not later than 90 days after the close of the fiscal year, to the City Council and

included with the Annual City Audit.

SECTION 13. CONFLICT OF INTEREST

No officer, employee, or agent of the City of Port Orange who exercises any functions or responsibilities in connection with the planning and implementation of the services provided under this Agreement, nor shall any City of Port Orange officer's, employee's or agent's immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

SECTION 14. INDEPENDENT CONTRACTOR

- A. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City of Port Orange. Nothing herein shall be construed as creating a partnership or joint venture between City of Port Orange and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City of Port Orange, nor shall any such person be entitled to any benefits available or granted to employees of City Port Orange.
- B. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.
- C. None of the parties hereto is an agent, employee, or representative of the other, except as authorized in writing by the City pursuant to the City's purchasing policies and for purposes of managing the operations pursuant to the licensing relating to the sale of alcoholic beverages.
- D. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any rights hereunder to third parties or other persons, or increase the duties or responsibility of the parties to other persons; the sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties hereto, each to the other.

SECTION 15. DEFAULT, CURE, REMEDY and TERMINATION.

- A. In the event either party defaults in the performance of any of the covenants, agreements or promises to be kept, done or performed by the Contractor under the terms of this Agreement or fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the nondefaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default and in case of defaults not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default

within five (5) working days of the notification thereof, shall diligently pursue correction, and shall notify the nondefaulting party of the corrective steps performed and scheduled to be performed, and of the estimated time to cure, and thereafter the defaulting party shall complete the correction of the default with diligence. The default shall be corrected within thirty (30) days, unless a longer period of time is agreed to by the nondefaulting party and the defaulting party shall not knowingly thereafter commit the same default.

- B. If either party fails to correct the default as provided above, the nondefaulting party shall have the right and remedy singularly, or in combination, with such other rights and remedies provided by law or equity, to declare that this Agreement, together with all rights granted hereunder are terminated, effective upon such date as the nondefaulting party shall designate.
- C. In the event that the Contractor (i) commits a material breach of this Agreement which is incapable of cure within 120 days of the date of such breach, or (ii) breaches this Agreement more than twelve separate occasions (as shown by notice from the City to the Contractor) during any Fiscal Year, or (iii) commits a breach of this Agreement as set forth in Section 15, paragraph D, the City shall have the following rights and remedies which the City shall have singularly, or in combination with such other rights and remedies provided by law:
 - 1. The right to declare that this Agreement, together with all rights granted the Contractor hereunder, is terminated, effective upon such date as the City shall designate.
 - 2. The right to demand the Surety to secure performance of this Agreement.
- D. The following which shall not be all inclusive, shall constitute substantial and material events of default and shall entitle the City to exercise the City's rights and remedies under this Agreement, including but not limited to those specified in Section 15.
 - 1. The determination that any material representation or warranty of Contractor contained in this Agreement or any Exhibit attached to this Agreement is not true, accurate, and complete, and is materially misleading.
 - 2. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state statute by or against Contractor or the principal of Contractor, or the failure by Contractor or the principals of Contractor to generally pay their debts as they become due.
 - 3. An application for the appointment of a receiver for the making of a general assignment for the benefit of creditors by, or the insolvency of, Contractor or the principals of Contractor.
 - 4. The dissolution, merger, consolidation or reorganization of Contractor.

5. If there is any change of control of Contractor, whether voluntary or involuntary, by sale, merger, consolidation, reorganization, or otherwise.
6. If any creditor of Contractor or the principals of Contractor proceeds, threatens to proceed or notifies Contractor or the principals of Contractor of its intention to proceed to enforce its rights under the provisions of any instrument creating an interest in the assets of Contractor or the principals of Contractor or if any creditor of Contractor or the principals of Contractor seeks, threatens or notifies Contractor or the principals of Contractor of its intention to accelerate the payment of any debt owing to it by the Contractor or the principals of Contractor, or if Contractor or the principals of Contractor are otherwise in default under the terms of any agreement creating an interest in the assets of Contractor or the principals of Contractor.
7. If the City, in its sole discretion, determines in good faith that a material adverse change has occurred in the financial condition of Contractor most recently disclosed to City in any manner, and as required in Exhibit A.
- E. Upon termination of this Agreement, the City shall be entitled to a limited license to use for the six (6) months following such termination, printed materials with the Kemper Sports Management logo.

SECTION 16. OWNERSHIP OF PROPERTY

- A. The Contractor agrees that at the expiration or in the event of any termination of this Agreement that all properties of the City shall be returned to and delivered to the City on or before the effective date of the termination, including but not limited to, the financial and administrative records of the golf course operation performed by the Contractor, the furnishing and equipment, the merchandise, the operating inventory, the buildings and all other facilities and property of the Golf Course.
- B. The name, trademark, and logo of the Golf Club at Cypress Head are and shall remain the property of the City of Port Orange, Florida.

SECTION 17. NOTICES

- A. This Agreement requires that any notices, approvals, authorizations, waivers, instructions, or determinations shall be effective only when given in writing and signed by the City Manager or the authorized designee.
- B. This Agreement requires that all notices shall be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City:

Attention: City Manager
CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129--4144

To Contractor:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Chief Executive Officer

With CC to:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Corporate Counsel

SECTION 18. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Florida. The City and the Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

SECTION 20. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 21. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 22. ATTORNEY FEES AND COSTS

The Parties acknowledge and agree that they have actively participated in the negotiations and drafting of this Agreement, and should any ambiguities exist in this Agreement, the ambiguities shall be construed fairly and not for or against any of the Parties to this Agreement. In the event of a dispute between the Parties arising out of the performance or enforcement of the terms, conditions, and obligations imposed by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in connection with such dispute, including attorney fees and costs incurred at the appellate level.

SECTION 23. CONFLICTS AND SEVERABILITY

- A. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit A, the terms and conditions set forth in Exhibit A shall prevail.
- B. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit B, the terms and conditions set forth in this Agreement shall prevail.
- C. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

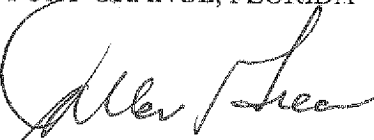
SECTION 24. PERFORMANCE SURETY

The Contractor shall, at its sole cost and expense, prior to the execution of this Agreement deliver to the City a performance surety in the form of a bond, cashier's check, certified check, or letter of credit, in the principle sum of Forty-five Thousand and 00/100 Dollars (\$ 45,000.00) to guarantee performance of the contractor's obligations under this Agreement and as set forth in Exhibit A. The surety company issuing such surety and the form of the surety itself shall be subject to approval by the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on this 18th day of September, 2012.

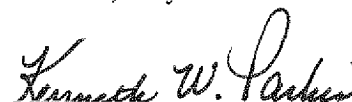
CITY OF PORT ORANGE, FLORIDA

By:



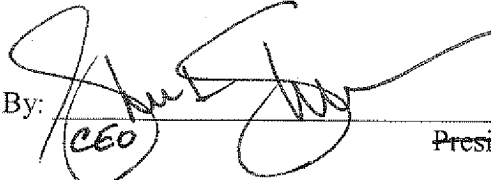
Allen Green, Mayor

Attested By:



Kenneth W. Parker, City Manager

KEMPER SPORTS MANAGEMENT, INC.

By:  CEO President

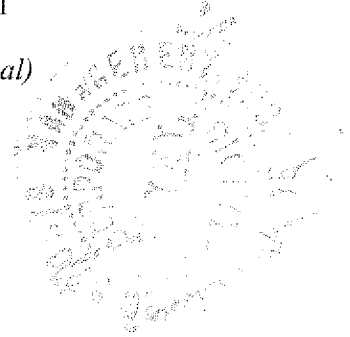
Attested:

By: 

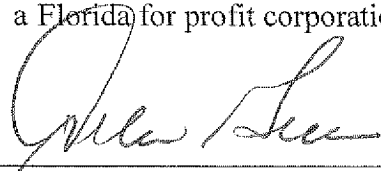


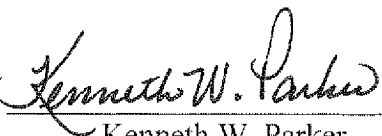
Name/Title: LAURA A. Pinter NAT'L Mkt
for: Kemper Sports Management, Inc. Coordinator
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Fed I.D. No. 36-2965951

(Corporate Seal)



THE GOLF CLUB AT CYPRESS HEAD, INC.,
a Florida for profit corporation

By: 
Allen Green, President

Attested By: 
Kenneth W. Parker

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

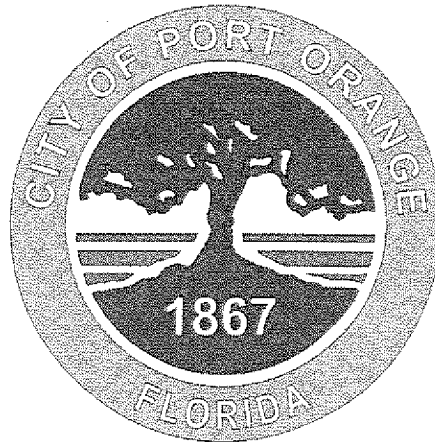
- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

CITY OF PORT ORANGE, FLORIDA

Request for Proposals for Management Services at the Golf Club at Cypress Head

RFP No. 12-11



Prepared by:

City of Port Orange Purchasing Division

March 2012

Release date: **April 2, 2012**

Mandatory Pre-Proposal Meeting: **April 11, 2012**

Last day for questions: **April 26, 2012 5:00 p.m.**

Proposal due date and time Envelope #1 and Envelope #2: **May 2, 2012 at 2:00 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5501
www.port-orange.org



SECTION 00020

R.F.P. #12-11

REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB AT CYPRESS HEAD.

Notice is hereby given that the City of Port Orange is soliciting Requests for Proposals for Management Services at the Golf Club at Cypress Head. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 pm on May 2, 2012** or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All proposal deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at **3:00 p.m.** the same day.

DESCRIPTION: Request for proposals for Management Services at the Golf Club at Cypress Head.

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, and at www.municode.com

Copies of the proposal documents, requirement, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Tom Cinefro, Purchasing Coordinator, 500 Oak Street, Port Orange, Florida 32127 via email tcinefro@port-orange.org.

All questions shall be directed **in writing** to the Purchasing Coordinator, Tom Cinefro, tcinefro@port-orange.org. There will be a mandatory pre-proposal conference.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-collusion Statement, Drug Free Tie Bid Preference Statement.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with (1) "original", seven (7) copies and one (1) CD version addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in **Two (2) SEALED ENVELOPES** plainly marked on the outside: **"RFP No. 12-11, Management Services at the Golf Club at Cypress Head"-Envelope #1 and #2, respectively-**

Tom Cinefro
Purchasing Coordinator
Legal Ad - One Time -- **April 2, 2012**

SECTION 00025

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CITY OF PORT ORANGE**

**REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB
AT CYPRESS HEAD**

RFP NO. 12-11

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00050	Proposer's Submittal Checklist (page 6)
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SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP 12-11

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Request for Proposal for Management Services at the Golf Club at Cypress Head

RFP RELEASE DATE: April 2, 2012

MANDATORY PRE-PROPOSAL MEETING: April 11, 2012 at 10:00 a.m.

RFP DEADLINE FOR QUESTIONS: April 26, 2012 at 5 p.m.

RFP DUE DATE & TIME, ENVELOPE #1 & #2: May 2, 2012 at 2:00 p.m.

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ **EMAIL:** _____

ACKNOWLEDGMENT OF ADDENDA: (circle each addendum) 1 2 3 4 5 6 7

If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, assign or transfer to the City of Port Orange all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Proposal for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Coordinator's name, address, phone numbers and e-mail address.** This is the only person (or his designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Coordinator by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the proposer's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Proposal** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for proposal addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the proposal. If so, you must circle for each addenda issued on the "Proposer acknowledgment form".
9. _____ **Review and read the proposal document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Forms:

- ☐ 1: Proposer acknowledgement form: (page 4)
- ☐ 2: Sworn Statement on Public Entity Crimes (page 27)
- ☐ 3: Anti-Collusion Statement (page 28)
- ☐ 4: Drug Free/ Tie Preference Statement (page 29)
- ☐ 5: Operational concepts and Plans (page 13)
- ☐ 6: Current Corporate Financial Statements (page 13)
- ☐ 7: Resumes of key Corporate Personnel Assigned to Project (page 14)
- ☐ 8: List of Golf Courses Managed by proposer (page 15)

2. _____ **Envelope #2: "Price"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Price:

- ☐ 1: Management Fee: (page 14)
- ☐ 2: Capital Improvement Plan (page 14)

SECTION 00100

INTRODUCTION AND GENERAL INFORMATION:

The City of Port Orange, Florida ("City") is seeking Proposals from qualified firms or individuals that are interested in providing management services for the City-owned Golf Club at Cypress Head. Proposals will be accepted from firms or individuals that have demonstrated experience in managing, leasing, and operating golf courses ("Proposer"). Experience in operating a public or municipal golf course is preferred.

The Golf Club at Cypress Head ("Club") is an eighteen-hole golf course that plays to a par 72 at 6,832 yards. It was constructed in the early 1990's using an Arthur Hill/Mike Dasher design that provides the general public with excellent playing conditions (greens, fairways and tees) and a balanced approach to challenges such as water hazards, bunkers, and traps. The greens, fairways, and tees are all meticulously maintained to provide the best possible playing conditions for the Club's customers. The Club also offers two practice putting greens, practice bunkers, and a lighted driving range, which includes target greens at various distances.

The Club has a fully stocked pro shop that offers all visitors a good selection of quality merchandise at affordable prices. The pro shop carries the latest equipment, apparel, and accessories in the golf industry. The Club utilizes an automated operating system that includes a point of sale for all merchandise, cart fees, rounds of golf, and other pro shop sales. It also provides for recording and tracking inventory.

The Cypress Head Bar and Grill offers a relaxing atmosphere with a varied menu of Continental and American cuisine. It has a fully stocked bar and a banquet facility that can handle groups as large as 200. The kitchen is equipped with all necessary commercial appliances like the griddle, char-broiler, ovens, deep fryer, walk-in refrigerator, industrial dishwasher, and the like. The liquor license is currently in the name of the Club.

The cart barn and the clubhouse have just been re-painted and the fascia board on both buildings has been repaired and replaced with aluminum. The maintenance facility is equipped with all of the modern tools and equipment needed to support the maintenance operations. Automated calibration equipment and reel sharpeners are already in use, lifts for tractors and mowers are installed, and sufficient storage areas exist for tools, fertilizers, seed, and parts inventory. A new fleet of golf carts was purchased in October 2011.

SECTION 00110

SCOPE OF SERVICES FOR LEASE PROPOSALS:

It is the intent of the City to acquire the services of an individual or firm to manage and operate the Club as a premiere public golf facility. The City is interested in maintaining a private/public partnership that will help the City operate its municipally-owned golf course. The company that is awarded a Management and Operations Contract ("Contract") by the City will then be expected to operate the Club in such a manner as to provide the residents of Port Orange and the general public the best golfing experience possible at an affordable price.

The City will accept proposals from interested parties that have at least the following minimum qualifications:

1. Have a minimum of five (5) years of experience within the last ten (10) years in the following golf related fields:
 - a. Total management and operation of a golf course facility similar to the quality maintained at the Club;
 - b. Pro shop operations, including driving range, merchandise sales, and golf cart operations. The City requires that the Proposer employ or contract with a "Class A" PGA professional to be on staff at the Club; and
 - c. Golf course maintenance operations. The City requires that the proposer employ a fully qualified and experienced individual (at least five (5) years as superintendent) that can effectively maintain and care for the Club in keeping with USGA standards and the specific standards identified in this RFP (preference given to experience in Florida).
2. Possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP.
3. Possess a competent record of employment or history of contract service in the operation of a similar golf facility as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies.

Operational Concepts

The Proposer that is awarded a Contract by the City will be expected to manage the Club and all of its operations consistent with modern management trends in the golf industry. The City desires to offer the public challenging playing conditions, meticulously manicured greens, fairways, and tees, and all other golf services that may be sought by the Club's patrons. It is up to each Proposer to fully describe their approach to the specific issues outlined in this RFP. See "Exhibit A" for a description of the required maintenance standards.

The Club has already established a number of operating policies and guidelines that are used in the decision making process of the Club's management team. These include bylaws, golf services policies, financial and accounting policies, maintenance policies, rate resolutions, defining the number and types of pre-paid annual passes that are sold, and establishing annual trail fees. The Club has a great relationship with the Men's Golf Association and the Women's Golf Association, as well as the Homeowner's Association of the Cypress Head Subdivision. These relationships have evolved over time and are founded in the implementation of the policies and procedures in place today. The City wants to ensure that these relationships are continued in the same spirit.

Since the Club is currently an Enterprise Fund of the City it is intricately involved in the annual budget development process (operating and capital) and is accounted for in the City's annual audit. The Club will acquire the services of an independent auditor to perform its audit separately, which is then "rolled" into the City's audit. The successful Proposer will be expected to prepare and present an annual operating and capital budget to the City each year in accordance with the budget calendar established by the City. The City operates under a fiscal year that begins October 1 and ends September 30 of each year. Proposers will be expected to operate under the same fiscal year.

The projected number of rounds played at the Club during fiscal year 2012 is 54,000. Approximately 15% of those rounds are played by the Club's annual play pass holders. The pro shop is expected to generate about \$1,000,000 from sales of greens fees, annual play pass holders, cart rentals, driving range, merchandise, and handicap fees. The food and beverage department is budgeted to generate \$290,000. More detailed information on the Club's financial history will be provided to all Proposers that attend the mandatory pre-proposal conference.

Marketing Plan

It will be the responsibility of the Proposer to develop and submit to the City a five-year marketing plan for the Club. The plan should identify target markets, establish goals and objectives for increasing the use of the driving range, golfing instruction, increasing sales in the pro shop, bar and grill, and increasing the number of rounds of golf.

Proposers should identify what media will be used to disseminate information about the Club's services. Performance indicators must be included in the marketing plan so the City can judge the performance of the Proposer in achieving the stated goals each year of the plan.

SECTION 00120

PROPOSAL EVALUATION

The City Council will evaluate proposals based on the criteria established in this RFP and will be responsible for reviewing and evaluating all proposals submitted. If submittals are received from five (5) or fewer Proposers, the City Council will interview and rank each. If greater than five (5) Proposers submit, the City Council will establish a "short list" of proposals they deem to be most advantageous to the City and will interview and rank those firms and/or individuals that were included on the "short list." Notwithstanding the above, the City Council reserves the right to conduct all interviews and oral presentations by any or all Proposers. The City Council is not bound to accept the top ranked proposal. It is the sole authority of the City Council to select the proposal that best fits the intent and desires of the City Council in regards to providing management and operations services at the Club.

Evaluation Criteria

1. Proposer's Experience and Capability (25 points)

- a. Proposer's demonstrated financial stability.
- b. Proposer's demonstrated operational capabilities stressing the ability to provide: comprehensive golf course maintenance services, pro shop, and food and beverage services; golf professional services; the methodology for course management and maintenance responsibilities, golf instructions, and other golf services.
- c. Proposer's verified experience in golf course operations.
- d. Proposer's demonstrated history of customer satisfaction.
- e. Proposer's verified history of compliance with obligations and responsibilities assumed for similar golf courses operations.
- f. Proposer's intended management team and proposed staffing plan.

2. City Financial Benefits (25 points)

The net expense to the City shall be based upon the proposed management fees and services identified by the Proposer in the proposal package. All firms or individuals that submit proposals for management and operations services should base their proposals on a five-year term. Options to extend the five-year agreement will be evaluated and, if agreed to by both parties may be included in the final agreement.

Award of the Contract will not be solely based on the cost of services being proposed; rather it will be based upon an extensive evaluation of criteria that includes qualifications of the firm and the senior staff assigned to the Club, methodology and management approach, understanding of the Club's municipal operating environment and the City's intent to keep it public, technical superiority, financial stability, and references. The results of this comprehensive evaluation will be the basis for determining which Proposal best fits the City's expectations.

3. Service Program (25 points)

- a. The nature and extent of the golf programs and related services to be offered.
- b. The Proposer's intended approach toward achieving and measuring customer satisfaction.

- e. The nature and extent of golf course, building and facility maintenance programs.
- d. The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.
- e. The proposed staffing plan for all operations. It is important to differentiate between full and part time positions, corporate employees and Club employees.

4. Understanding the Project and the City's Intent (25 points)

Proposers must clearly state their understanding of the City's intent to operate the Club in such a manner as to provide the public with excellent playing conditions and affordable services and products. It is necessary to recognize the need to balance that expectation with the desire to operate the Club strictly on a for-profit basis. Proposers should describe how they intend to strike that balance between providing the residents of Port Orange affordable golf and the desire to generate profits. It is also very important that each Proposer insure full accountability of all public assets and policies. Proposers should indicate how they envision transitioning into management of the Club to minimize or eliminate any disruption to the players and customers.

The City will in no way be obligated to subsidize or support the operation of the Club by the successful Proposer. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the firm that enters into the Contract with the City. The Club is an Enterprise Fund of the City and as such it must be able to pay all of its financial obligations, including operational expenses and debt from its own operating revenues. It will be the complete responsibility of the successful Proposer to insure that the Club operates in a financially responsible manner.

SECTION 00130

PROPOSAL FORMAT

The complete original proposal, seven (7) copies and one CD version must be submitted in a sealed package and received by the City no later than **May 2, 2012**. All proposals shall be clearly marked **RFP for Management Services for the Golf Club at Cypress Head**. Proposers shall file all documents necessary to support their proposal in the format provided and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals prior to the date and time specified and to the following individual during regular business hours:

Tom Cinefro
Purchasing Coordinator
City of Port Orange
1000 City Center Circle
Port Orange, Florida, 32129

It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time. NO LATE Proposals will be accepted or considered.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the proposal documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms; it will be evaluated and deemed responsive or non-responsive. All proposals deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at 3:00 P.M., the same day. Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

The following list of headings is provided as a method of cataloguing requested information for comparative purposes.

- 1) Operational Concepts and Plans
- 2) Current Corporate Financial Statements
- 3) Management Fee
- 4) Capital Improvement Plan
- 5) Resumes of Key Corporate Personnel Assigned to Project
- 6) List of Golf Courses Managed by Proposer

A more comprehensive description of the information requested in each of the topic areas is described below. Please keep in mind that the body of this RFP contains many references to important information a Proposer must supply to the City in their proposal. It is the sole responsibility of a Proposer to read each section carefully and provide the City with all of the information requested in this RFP.

1. PROPOSER'S OPERATIONAL CONCEPTS AND PLANS

The Proposer must describe in detail the proposed management plans and methods, its financial commitments (if any), and plans in regard to the following:

- A. Overall statement of operational plans for the Club, including transitional plans.
- B. Overall statement summarizing the existing and future operating environment of this public golf course.
- C. Detailed description of management approach and plans for:
 - 1. Course Maintenance and Improvement
 - 2. Capital Improvement Program (greens, fairways, tees, and buildings)
 - 3. Golf Cart Rental Program
 - 4. Food and Beverage Services (including banquets)
 - 5. Pro Shop Operation
 - 6. Golf Professional and Instructions
 - 7. Junior Golf Program
 - 8. Tournaments and Special Events
 - 9. Driving Range
 - 10. Men's and women's golf associations
 - 11. Staffing Plan
 - 12. Use of starters and rangers
 - 13. Pace of play regulation
 - 14. Marketing strategies and plans (golf, food/beverage, and merchandise)
 - 15. Any other new programs

Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans, should it be the successful Proposer.

2. CURRENT CORPORATE FINANCIAL STATEMENTS

Each Proposer is required to submit a true copy of their current financial statements or the most recent independent audit report of the Proposer. The City will use this and other information to make an informed judgment of the financial stability of the Proposer. Proposers are encouraged to fully discuss

their financial profile and offer the City insight into their capacity to obtain financing for large-scale projects and equipment purchases.

3. MANAGEMENT FEES

Fee Proposal Instructions: Each Proposer must submit a description of the management fees they propose the City pay for their services. Proposers will provide, at a minimum, the requested information in the form described below. More complete narrative descriptions of the Proposer's offer are encouraged. Proposers are not limited to only proposing a monthly management fee. The City will accept fee proposals that include alternative approaches to the base management fees, such as profit sharing and other performance incentives so long as they are in compliance with the Internal Revenue Code requirements attached as "**Exhibit B**".

The Proposer agrees to provide management and operational services at the Club for the following fees:

Year 1 \$ _____ Year 5 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____

* Proposers must identify the financial relationship that will exist between the corporation and the Club. Include a description of the methods used to transfer funds from the Club's operating accounts to corporate accounts, what amounts will be transferred, and how often will the transfers be made.

4. CAPITAL IMPROVEMENT PLANS

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____
Year 5 \$ _____

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the Club. The successful Proposer will be expected to insure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the Club.

5. RESUMES OF KEY PERSONNEL ASSIGNED TO THE CLUB

Proposers must include a resume of each officer or employee that will be responsible for managing the Club under the terms and conditions of the ensuing contract. All resumes for any corporate employees, agents or assigns that may have any interest in the Club or the ensuing contract must also be included.

6. LIST OF GOLF COURSES MANAGED BY PROPOSER

Provide a comprehensive list of golf courses owned or operated by the Proposer (over the past five years), its officers or employees and the individuals that will be assigned to the Club. Be sure to include contact information. If Proposers have conducted surveys to determine customer satisfaction at those facilities please include that information in your Proposal package.

SECTION 00140

GENERAL TERMS AND CONDITIONS

Some of the following terms and conditions will be applicable to the proposal process while others are provided as insight into the contractual obligations that will be expected when a final agreement is negotiated. The successful Proposer will be expected to enter into contract negotiations with the City to identify the entire contractual relationship that will exist.

1. Request for Additional Information: Prior to the final selection, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications to perform under the terms of this RFP and subsequent Contract.
2. Denial of Reimbursement: The City will not reimburse Proposers for any costs associated with the preparation and submittal of any proposal.
3. Right of Rejection and Clarification: The City reserves the right to reject any and all proposals or parts of proposals and to request clarification of information from any Proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
4. Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
5. Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.
6. Right of Negotiation: The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.
7. Indemnification and Insurance Requirements: In consideration of the Contract, if awarded, the successful Proposer agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of this RFP.

The successful Proposer shall hold harmless, indemnify and defend the indemnities (as herein defined) against any claim, action, loss, damage, injury, liability, cost or expense whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Contract (including goods and services provided thereto) by or on behalf of the successful Proposer, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: the City of Port Orange and its members, officers and employees.

Prior to award, the successful Proposer has five (5) business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage may cause the successful Proposer to be considered non-responsive and not eligible for award of the Contract. The insurance coverage and limits shall meet, at a minimum, the specifications of the insurance currently in place and as more explicitly described on the Club Insurance Program pages 1, 3-14 and Statement of Values, attached as "**Exhibit C.**" Any variations to these specifications must be explained. Neither approval nor failure to disapprove the insurance furnished by the successful Proposer shall relive the Proposer of its full responsibility to provide insurance as required by the Contract.

8. Cancellation of Insurance: No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within five (5) days of receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached which shall justify the termination thereof.
9. Protection: Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his operation on the property.
10. Coordination with the City: The Proposer shall fully coordinate its activities in the performance of the contract with the City and shall meet with the Golf Advisory Board on a monthly basis. As the work of the Proposer progresses, advice and information on matters covered by the contract shall be made available by the contractor to the City throughout the effective period of the contract.
11. All material developed or acquired by the Proposer as a result of work under the contract shall become the property of the City when the contract expires or is terminated. No material or reports prepared by Proposer shall be released without the prior written consent of the City.
12. Conflict of Interest: No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.
13. The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.
14. Independent Contractor: The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance,

minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

15. Termination: The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor.
16. Licenses, Permits and Taxes: The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, or the U.S. Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation of the golf course. The Proposer shall also be solely responsible for payment of any and all taxes levied on the operation including sales and use tax, real estate and personal property tax.
17. Contract Monitoring: The management and operation of the golf course will be subject to routine monitoring by a City Contract Administrator. The indirect costs associated with this position and City oversight will have to be borne by the successful Proposer. Those costs will be calculated annually during the budget development process, provided to the successful Proposer, and will be considered as an operating expense of the Club. There will also be an annual review before the City Council. Such annual review is to occur within ninety (90) days of end of the fiscal year and will include audited financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs.
18. Applicable Laws: In connection with the furnishing of supplies of performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable.
19. Non-discrimination: There shall be no discrimination as to race, sex, color, creed or national origin in the operations referred to by this RFP; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the premises. All facilities located on the premises shall be available to the public, subject to the right of the Proposer to establish and enforce rules and regulations to provide for the safety, orderly operation, and security of the facilities.
20. Reports: Monthly reports of activities shall be submitted to the Director of Parks and Recreation by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following
 - 1) Gross Revenue Statement
 - 2) Sales Tax Report

- 3) Staff Vacancies
- 4) Maintenance Conditions Report
- 5) Rounds of Golf
- 6) Expenditures Statement

Within ninety (90) days after each fiscal year an annual report of the golf course activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

- 1) Revenue Report
- 2) Capital Improvement Status
- 3) Equipment Inventory
- 4) Organizational Chart
- 5) Rounds of Golf Report
- 6) Expenditures Statement broken out by standard expenditure classifications*
- 7) Marketing Plan and Performance Report
- 8) USGA Turf Advisory Report

*Said statement shall be certified as true, accurate and complete by the Proposer, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interests of the City.

21. Records, Accounts and Audits: The Proposer shall keep on the Premises, or such other place within Volusia County, Florida approved by the City, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give the City access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts.

Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Proposer's gross receipts pursuant to generally accepted auditing standards. The City's Internal Auditor or designee shall have the right, during regular business hours to audit, inspect, examine and copy the Proposer's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Proposer's revenues thereunder throughout the term of this agreement and for three (3) years following its expiration or cancellation.

22. Existing Contracts: Proposer acknowledges that the City has entered into certain contracts for tournaments to take place after the commencement date of the term of this Agreement and has entered into a Golf Cart Lease Contract. Proposer shall assume, observe and agree to be bound by the provision of those contracts.
23. Closing of Facilities: If closure of the facilities is due to fire damage, flood, civil disorder, acts of God, etc., to some, but not all, of the facilities, the City will allow prorated adjustment of quarterly payments up to the time the damage is repaired. Payment shall be continuous and uninterrupted and any adjustment shall be made by a credit applied to the monthly payment.

24. Intent: It is the intent of these specifications to grant to the Proposer the right to manage, operate and maintain the Club located at 6231 Palm Vista Street, Port Orange Florida.
25. Beginning of Operations: The successful proposer must assume all operations no later than October 1, 2012, unless otherwise agreed upon.
26. Hours of Operation: During the term of the Agreement, the facilities shall be open and properly staffed seven (7) days per week, with appropriate hours to serve golf patrons and the general public. Operation hours shall be submitted for approval.
27. Managerial Services: The Proposer shall have an experienced manager or managers on the premises at all times. Should any vacancy occur in the position of course manager or course maintenance superintendent, Proposer will advise the City in writing fifteen (15) days in advance of hiring as to the identity and the qualifications of any person whom the Proposer intends to place in such vacant position. The City reserves the right, at its sole discretion, to disapprove any such selection.
28. Proposer's Employees: All full time and part time employees at the Club will be required to submit to a drug screening. Employment of any convicted felon must be approved by the City Manager.

Conduct of the employees of the Proposer shall be subject to reasonable regulation by the City. All employees shall observe all the graces of personal grooming.

29. Course Operations: Proposer shall observe and comply with all of the City's existing policies concerning advance registrations, tournaments, men's and women's clubs, green fee discounts, use of the City's golf course by juniors, high school and college students and seniors, and starter services. Proposer shall not change any of said policies nor institute new policies without first obtaining the written consent of the City.
30. City Reservation: The City reserves the right to utilize the Club for City organized events for a minimum of four (4) days per year. The City will not be obligated to pay the greens and cart fees for those events. The dates and times of the events will be negotiated between the successful Proposer and the City. The City also reserves the right to utilize the banquet facilities for ten (10) gatherings per year for City organized affairs. The City will pay for food and beverages provided at the events at direct cost. No overhead expense (including personnel) or profit margin can be built into the cost of services.
31. Disclosure of Information: The Proposers who attend the Mandatory Pre-proposal Conference will be provided the opportunity to tour the Club and all of its property, ask questions of City and Club staff, seek clarification of requested information or the RFP process, and will receive a packet of current and historical financial and operational data.
32. Questions: All prospective Proposers are hereby cautioned NOT to contact any member of the City of Port Orange, the City Council, nor any member of the any evaluation or evaluation committees that may be appointed. Any questions concerning the RFP package shall be submitted in writing by email, fax or mail to Tom Cinefro, Purchasing Coordinator, tcinefro@port-orange.org, fax 386-756-5376, or 1000 City Center Circle, Port Orange, Florida

32129. No representation from any individual in the City is binding unless expressly stated to or by the City. Any attempt to lobby or persuade the result of the process through any other channels shall result in disqualification.

33. Submissions Deadline: Proposal packages are due no later **May 2, 2012 at 2:00 p.m.** The City of Port Orange will NOT accept or consider any late submittals. Please make sure that your proposal package is received by the Purchasing Coordinator, Tom Cinefro, 1000 City Center Circle, Port Orange, Florida 32129, no later than the specified date and time.

Due to the timing of mail service, the City cautions proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Proposals received after the established deadline shall not be considered.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Any proposal received after **2:00 p.m.** (local time), **May 2, 2012** will not be considered and will be returned unopened. Proposals, once received, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the bid documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at **3:00 P.M.**, the same day.

Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

34. All proposal packages must be submitted in a sealed envelope clearly marked **"RFP 12-11 Management Services for the Golf Club at Cypress Head"**. The name of the Proposer and the address of the Proposer must also be clearly identified on the outside of the envelope.
35. Waiver Rights: The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in the proposals received whenever such waiver or rejection is in the best interests of the City and/or it doesn't meet the minimum requirements set forth. All reasonably responsive proposals will be considered. However, the City reserves the right to waive formalities or informalities in proposals, to reject, with or without cause, any or all proposals or

portions of proposals, or to interview or not interview individual proposers, and to accept any proposal(s) or portions of proposals deemed to be in the best interest(s) of the City.

36. Conduct of proposers: All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a proposer. All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified submitters. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be channeled through the Office of Purchasing. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, CRA members, City Council members and the CRA Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.
37. Public Records: Florida Statutes 119.071(1)(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, *portions of such meetings* may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing bidders, but the new law makes it more difficult to observe the entire decision making process until after the records become available for inspection and copying.
38. Separation and distribution: This RFP has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of RFP #12-11 at: www.demandstar.com
In addition, vendors may obtain a PDF version of the RFP Proposal by submitting an Email request directly to: Tom Cinefro, Purchasing Coordinator, E-mail: tcinefro@port-orange.org

39. Additional information/Addenda: All questions concerning this RFP must be submitted In Writing no later than **5:00 p.m.** on **April 26, 2012** to:

Tom Cinefro, Purchasing Coordinator
1000 City Center Circle, Port Orange, FL 32129
tcinefro@port-orange.org

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail.

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

40. Late proposals, late modifications and late withdrawals: Proposals received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Proposal Due Date are also late and shall not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and shall not be considered.
41. RFP Postponement/Cancellation/Waiver of Irregularities: The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise this RFP for new proposals; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP, or to accept that proposal which best serves the interest of the City.
42. Cost incurred by proposers: All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Council.
43. Proprietary Information: Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

44. Rules, Regulations and Licensing Requirement: The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the services offered.
45. Review of Proposals: Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive. The City Council will review and evaluate all proposals submitted in response to this RFP.
46. Records/Audit: The proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.
47. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
48. Legal Requirements: Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to RFP hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
49. Public Entity Crimes Statement: Proposers are hereby notified about Section 287.133(2)(a), Florida Statutes, which requires that:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or

repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

50. State Licensing requirement: All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State Of Florida’s Department of State.

The offeror shall have, prior to making this offer, met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation which evidence such qualifications with your response to this RFP; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement.

A copy of a current certificate of authority from the Secretary of State authorizing your company to do business in the State of Florida; or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to this RFP. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>.

51. Use of proposal forms: Proposers should complete the appropriate Proposal Form(s) included in the RFP. All blanks on the Proposal Forms should be completed. If a question or confirmation is not applicable, it should be answered with an "N/A.”

Supplemental information may be attached to the Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Proposal Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer’s Acknowledgement Form contained in each Proposal Form.

52. Irrevocability of proposal: Each proposer agrees that proposals shall remain open until the effective date not to exceed 60 days after selection, shall not be subject to revocation, and shall be subject to the City Council’s acceptance of a contract with the proposer.
53. Contract: The City anticipates entering into a contract with the proposer within one hundred twenty (120) days after selection has been made. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the City Council and executed by all parties. All proposers shall honor their proposal for 120 days after selection of the first proposer.

54. Hold harmless/indemnification provision: Upon execution of a contract, the successful proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This contract requirement shall be reflected in the insurance coverage certificate.

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,

by _____, President, Authorized Agent or

Official of _____ a Florida Company, who is personally known to me or

who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By Signing this form, the bidder agrees that this bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. UMBER: _____

NO bid may be withdrawn for a period of sixty- (60) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

NO BID (REASON):

SECTION 00190

DRUG FREE/TIE BID PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

Section 00200

TIMELINE:

Release RFP to proposers (date of publication/notice)	April 2, 2012
Pre-Proposal Conference (mandatory)	April 11, 2012
Deadline for Questions	April 26, 2012 5:00 p.m.
Proposal Submission Deadline (envelope #1 & 2)	May 2, 2012 2:00 p.m.
Interviews & Ranking of Proposals (if 5 or less Proposers) OR Shortlisting of Proposers (if greater than 5 Proposers)	May 8, 2012
Interviews & Ranking of Shortlisted Proposers (if needed)	May 29, 2012
Approval of Selected Proposer (date of selection)	June 5, 2012
Negotiation (no later than)	August 7, 2012
City Council consideration of contract	August 17, 2012

PRE-SUBMITTAL MEETING:

A pre-submittal meeting will be held at **10:00 a.m.** on **April 11, 2012** at the Port Orange City Hall, City Council Chambers/1st Floor, 1000 City Center Circle, Port Orange Florida 32129. Attendance is **mandatory**. Please note: This shall be a public meeting and shall be an opportunity for prospective respondents to directly address City staff regarding this RFP.

SECTION 00210

EXHIBIT "A"

Maintenance Standards for the Club

Greens, Fairways, and Tees

One of the most important components of providing exceptional services to the golfing community is to give players a meticulously maintained course. The condition of the greens, fairways, and tees and all other areas within the property lines of the Club must be monitored daily and maintained to United States Golf Association (USGA) standards. The greens have been designed and constructed in accordance with USGA standards and the City expects them to be maintained accordingly. To ensure this, it will be the responsibility of the successful proposer to present an annual USGA Green Section Turf Advisory Service Report to the City Council. The successful Proposer will be required to maintain on site all of the necessary records, files, and documentation used to verify maintenance activities.

The City understands that many conditions (weather, soil, wind, disease, etc.) affect a Proposer's "routine" maintenance practices. For example, improved playing conditions may be achieved by increasing the number of top dressing applications or verticuts on the greens and fairways. The City encourages Proposers to identify a higher level of maintenance standards in their proposal package, with the understanding that the base level must be provided at a minimum. In order to evaluate proposals consistently and for future performance evaluations the following are the base maintenance standards that must be provided by each Proposer. Any deviation to the base standards the City has identified must be clearly described in full detail in the proposal package. Along with a description of a proposed deviation to the base standards, Proposers will be required to explain the reasons they want to offer an alternative approach.

I. Fertilization Requirements

GREENS

- Greens should be fertilized with a nitrogen fertilizer using a minimum of 14 lbs. per 1000 sq. ft. and no more than 16 lbs. per 1000 sq. ft. per year.
- During the overseed period (November – April) the Greens will be spoon fed @ .125 lb. per 1000 sq. ft. of Nitrogen per application.
- There should be a minimum of three granular fertilizer applications using a 4-1-2 or 2-1-2 ratio of NPK (Nitrogen, Phosphorous, and Potassium).
- One week prior to overseeding an application of granular fertilizer will be applied as a pre-plant/starter to winterize the turf and help germinate the overseed.
- During the warmer months of April through October, monthly and weekly applications of fertilizer will be applied using the 4-1-2 or 2-1-2 ratios and can be applied as granular or spray.

- Proposers may use any combination of slow release and soluble nitrogen release fertilizers as well as complete combination fertilizers.
- Phosphorous, Potassium and minor elements are an important part of turfgrass and must be applied on a program with Nitrogen. Each year the program will be submitted to the USGA Agronomist in preparation for the required annual turf grass report.
- Fertigation through the irrigation system is not an acceptable method of applying the required fertilizers. Fertigation can only be used as a supplemental form of plant nutrition and surfactant application.

TEES

- Tees should be fertilized a minimum of eight times each year. The minimum rate of application of Nitrogen and Potassium is 8 lbs. per 1000 sq. ft.
- Phosphorus should be applied eight times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

FAIRWAYS, ROUGHS, DRIVING RANGE, AND CLUBHOUSE TURF

- These areas will require a minimum of six (6) fertilizer applications per year; fertigation is not to be included in the number of applications.
- A minimum of 6 lbs. per 1000 sq. ft. of Nitrogen and Potassium are required.
- Phosphorus should be applied six (6) times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

LANDSCAPE, ORNAMENTALS, AND SHRUBBERY

- Each of these will require at least two fertilizer applications per year.

SOIL ANALYSIS

- Soil samples should be taken twice a year on Greens, Tees, and Fairways.
- Fertilizer applications may be tailored to the soil needs.
- A certified laboratory should analyze the samples and the resulting report will be used to make treatment decisions.

II. Mowing Requirements

GREENS

- Greens will be mowed on a daily basis, weather permitting.

- If Greens' mowing is skipped, it shall be recorded in the daily log and a description of the circumstances that prevented the mowing should also be provided.
- Mowing heights will be maintained on a daily basis to keep a smooth rolling surface and a stimpmeter speed of at least 9 and no more than 10.5 (stimpmeter must meet the U.S.G.A. requirements).
- This activity should be scheduled at such a time as to limit the interference of play.

TEES, FAIRWAYS, AND APRONS

- Must be mowed at least three times per week.
- Mowing heights must be maintained at .500 or lower.
- This activity should be scheduled at such a time as to limit the interference of play.

ROUGHS

- Must be mowed at least two times a week.
- Mowing heights can be maintained at 1.250" – 1.750".
- This activity should be scheduled at such a time as to limit the interference of play.

MISCELLANEOUS

- Bunker slopes, bahia grass, clubhouse turf, and all other turf areas should be mowed at least one time per week.
- During cooler months it may be acceptable mow bi-weekly.

III. Cultural Practices

AERIFICATION

Greens – are required to be aerified 3 times per year between the months of April and September. Coring tines with a minimum diameter of .500" are required to be used two of the three times. The third aerification should be done with .250" tines.

Tees and Aprons – are required to be aerified at least two times a year with .500" coring tines.

Fairways and Roughs - are required to be aerified at least two times a year with .750" coring tines.

Topdressing - is required following aerifications. Topdressing material should meet the requirements of the U.S.G.A. specifications. All cored holes and turf canopy of all greens, tees and aprons should be filled and covered.

Traffic and Wear Areas – require year round solid tine aerification to reduce compaction and matted/worn turf areas.

VERTICUTTING

Greens – are required to be verticut monthly from April through November or until overseeding takes place. Light top dressing will be applied after each verticut.

Fairways - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

Tees and Aprons - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

IV. Overseeding

GREENS

A minimum of 8 lbs. per 1000 sq. ft. of *Poa Trivialis* greens grade seed shall be applied in late October and no later than the second week of November. Prior to overseeding all of the appropriate cultural practices should take place (i.e., verticutting, topdressing, etc.).

FAIRWAYS

A minimum of 300 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

TEES AND APRONS

A minimum of 500 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

V. Chemical Program

HERBICIDES

- A post and pre emerge program should be in place prior to each weed season.
- A minimum of two pre-emerge summer weed control applications are to be scheduled between February and June.
- Products such as Ronstar, Dimension, and Pendimethalin are acceptable for these purposes and should be used in conjunction with a granular fertilizer application.
- Pre-emerge control for *Poa Annua*, escape rye grass, and winter broadleaf is also required during overseeding months.

- Post emergent control will be on an as needed basis on all turf and landscape areas such as tree rings and plant bed edges.
- Mechanical removal of all weeds is strongly recommended before herbicides are applied.

INSECTICIDES

- Preventative and post treatment programs for mole crickets, ants, all types of worms, grubs, wasps, and any other turf damaging insects are required.

FUNGICIDES

- Preventative and post treatment programs for disease are required.

VI. *Cups and Pins*

- Cup locations should be changed at least seven (7) times a week.
- Cups should be moved at least twenty (20) feet from previous location.
- Cups should be replaced at least two (2) times a year and painted on a bi-weekly basis.
- Pin locations are affected by many factors. Proper placement of the pins requires judgment and knowledge of the game. The USGA recommends that the pin be placed at least five (5) paces from the nearest edge of the green. Pins should not be placed in tricky positions.
- The pin should be placed according to the design of the hole. For example, for long shots with a wood or low iron, pins should be placed far enough from the front and sides to accommodate the required shot and provide adequate room to put.

VII. *Repairs*

- Repair all ball marks, divots, and other damaged turf on greens and practice greens daily.

VIII. *Cart Paths*

It will be the responsibility of the Proposer to maintain the concrete cart paths throughout the course. The paths must be maintained free of all debris and weeds. All repairs to the cart path must be accomplished in a timely manner so as to provide a safe route for moving about on the course. Proper herbicides will be applied and routine edging will be required to accomplish this requirement. Erosion control will also be necessary in some areas to avoid degrading the integrity of the paths.

IX. Irrigation

It shall be the responsibility of the Proposer to insure that all of the equipment required to irrigate the golf course is maintained in good repair. The Club uses reclaimed water from the City's wastewater system in its routine irrigation practices. The source of the water used for irrigation is surface water obtained from the ponds on the property, one of which is the receiving pond for the re-use water.

Proposers will be expected to repair and replace all heads, valves controllers, pumps, wiring, and lines as needed to keep the proper operation of the irrigation system on the entire golf course. The greens, fairways, and tees will be irrigated as is necessary to insure the best playing conditions and support proper growth of the turf. Many conditions affect the frequency and amount of irrigation used in each application. It will be the responsibility of the Proposer to determine this frequency. The USGA annual turf advisory report provided by the Proposer to the City each year will provide an independent assessment of how well the successful Proposer performed this and other maintenance requirements set forth by City policies.

X. Fleet Maintenance and Golf Carts

The City acquires most of the capital equipment used in the operations of the golf course on behalf of the Club and then leases the fleet to the Club. The maintenance equipment and the golf carts therefore are not a part of the Club's inventory, rather it is on the City's inventory. A new fleet of golf carts was purchased in October 2011. The City wants all Proposers to be aware of this pre-existing obligation and recognize that the annual lease payments are established each year during the City's annual budget development process. The City will entertain offers to purchase the equipment and carts.

Fleet maintenance is an integral part of maintaining the playing conditions of the course. Therefore, it will be the sole responsibility of the successful Proposer to maintain the equipment in good working order and service the equipment when required. It is imperative that each Proposer insures that the equipment used by the staff is in the best shape possible. This will require warranty enforcement, repair and maintenance of damaged equipment, such as hydraulic leaks, calibration problems, tires, and many other equipment problems. Equipment operators must be trained in the use and care of all such equipment and must be alert to operational problems that occur while on the course. Avoiding damage to the greens, fairways, and tees from operator errors and poor fleet maintenance practices is an important aspect of maintaining the course in top playing shape.

Therefore, proposals must include a description of the Proposer's preventative maintenance and equipment operator training programs in the Operational Concepts section of the proposal package. Also, the proposal package must identify the recommended renewal and replacement program for the equipment and carts.

XI. Facility Maintenance

It will be the sole responsibility of the Proposer to insure that all of the Club's facilities (clubhouse, restaurant, cart barn, maintenance facility and course restrooms) and buildings are maintained in a manner consistent with a first-class destination and a premier municipal golf course. Cleanliness of the grounds around the facilities and the exterior and interior of the buildings must be maintained to a level

that is satisfactory to the City. The normal routine maintenance of the facilities must be designed to keep the premises in a good state of repair, free from hazardous conditions and deterioration, thus providing a comfortable and safe environment for all visitors and patrons of the Club. This will include, at a minimum:

1. repairing and maintaining
 - a) the HVAC system
 - b) kitchen equipment
 - c) range ball dispenser
 - d) range lights
 - e) electrical system
 - f) security systems
 - g) plumbing
 - h) buildings
 - i) fences
 - j) parking lot landscape irrigation
 - k) entrance sign and other signage
2. repairing and replacement of all office and restaurant furnishings, including window treatments
3. trash and rubbish removal
4. providing full utilities to all buildings
5. providing janitorial services

XII. Lake Maintenance

The costs associated with lake maintenance will be the responsibility of the successful Proposer; however, the City's Public Works Department will oversee the lake maintenance and vendor contract since some of the lakes are included in the original mitigation plan approved by the State of Florida Department of Environmental Protection. It is imperative that the lakes are maintained in accordance with applicable laws, rules and regulations.

SECTION 00220

EXHIBIT "B"

The Golf Course facility was financed with tax-exempt bonds. Accordingly, proposals must comply with the Internal Revenue Code requirements relating to "qualified management contracts".

General Requirements for Management Contracts. A Qualified Management Contract must:

1. Provide for reasonable compensation for services with no compensation based in whole or in part on a share of the net profits on the operation of the facility. The compensation can be based upon increases in gross revenues (or adjusted gross revenues), or reductions in expenses is permissible, but the arrangement may not be based upon both increases in gross revenues and any portion of the expenses.
2. The term of the contract cannot exceed 80% of the reasonably expected useful life of the property. Due to the proposed length of the contract, this is unlikely to be of concern in the context of the Golf Course.

Permissible Arrangements. The permissible arrangements are generally based upon the concept of some portion of the compensation's being a periodic fixed fee. Periodic fixed fee means a stated dollar amount for services rendered during a specified period of time. For example, \$1,000 per month is a periodic fixed fee. The dollar amount may be adjusted in accordance with a specified objective standard such as the consumer price index. A fixed fee is contrasted to a capitation fee (based upon the number of persons) or a per unit fee (based upon the number of units of an item provided or sold), both of which are not periodic fixed fees. A second concern is the term of the arrangement and this will include renewal options where the service provider has a right to renew the contract. A right on the behalf of the City to renew the contract, or a renewal which must be mutually agreed upon, will not constitute a renewal option (even if it expected to be renewed).

The permissible arrangements are as follows:

- (i) 95% fixed fee — 15 years. At least 95% of compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 15 years.
- (ii) 80% fixed fee — 10 year term. At least 80% if the compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 10 years.
- (iii) 50% periodic fixed fee — 5 year term. The contract must be terminable by the service provider upon reasonable notice, without penalty or cause, at the end of the third year if the contract term.
- (iv) Per unit fee — 3 year term. All of the compensation is on a per unit fee basis or combination of a periodic fixed fee on a per unit basis. Term of the contract does not exceed three years and the contract is terminable by the manager on reasonable notice without penalty or cause at the end of the second year of the contract term.

SECTION 00230

EXHIBIT "C"

CLUB INSURANCE PROGRAM

PREPARED FOR:

City of Port Orange DBA The Golf Club at Cypress Head, Inc.

6231 Palm Vista Street

Port Orange, FL 32128

07/01/2011- 07/01/2012

Presented by:

Town & Country Insurance Agency, Inc.

Program Manager:

Bollinger Inc.

101 JFK Parkway

Short Hills, NJ 07078

(800) 446-5311

CLUB INSURANCE PROGRAMS COVERAGE SUMMARY

PACKAGE POLICY

PROPERTY COVERAGE

Coverage protects your Club against direct and consequential loss resulting from a covered cause of loss. Coverage is provided on a special club form unless otherwise noted.

- ◆ Blanket Building & Personal Property \$ 2,276,200
- ◆ Deductible* \$ 2,500

*Windstorm/Hail Deductible- 5% of each building/contents subject to a \$100,000 minimum per occurrence, each location will apply ONLY to those occurrences designated as Named Storms.

Risk of direct physical loss to building and personal property, includes bridges, towers, pipes, dams, exterior light fixtures and poles, inground sprinkler systems and equipment, tennis courts, televisions and radio satellite dishes and antennas, fences, bulkheads, pilings, piers, wharves, docks, retaining walls, roadways, walks, patios, other paved surfaces, outdoor signs, lightning detection/warning systems, foundations and swimming pools. Includes risk of direct physical loss the personal property of others. Includes coverage for Members Bags and Clubs while in the care, custody and control of the club. Coverage is provided on a replacement cost basis.

- ◆ Golf holes meaning tees, driving ranges, cut fairways, greens, grass and sand bunkers, cut and maintained roughs and other cut and maintained playing surfaces, not used in the maintenance and repair of the golf course and is covered on a "special perils" based upon the extent that they are covered causes of loss in the policy. These perils include fire, lightning, explosion, riot or civil commotion, aircraft, vehicles, vandalism, windstorm or hail and the weight of ice and snow. \$ 1,000,000

- ◆ Windstorm & Hail Deductible for Golf Holes /Named Storm \$150,000
per occurrence/each location

- ◆ Windstorm & Hail Deductible for Tree Debris Removal /Named Storm \$ 150,000
per occurrence/each location

- ◆ Includes golf clubs, bags and golf equipment of others while on the insured's premises, but not in the care, custody and control of the club not to exceed \$2,500 any one bag and set of clubs

Deductible: \$500

COVERAGE EXTENSIONS**Limits of Insurance
At Each Location**

◆ Newly Acquired or Constructed Buildings	\$ 2,000,000
◆ Newly Acquired Business Personal Property	\$ 1,000,000
◆ Debris Coverages (including removal of trees)	\$ 250,000
◆ Back-up of Sewers and Drains	\$ 250,000
◆ Building Alterations	\$ 100,000
◆ Valuable Papers and Records - Cost of Research	\$ 300,000
◆ Accounts Receivable	\$ 300,000
◆ Accounts Receivable in transit	\$ 25,000
◆ Club Professional Replacement Expense	\$ 50,000
◆ Business Income and Extra Expense	\$ 50,000
◆ Food Contamination Coverage	\$50,000
◆ Electronic Data Processing Equipment (Computer)	\$250,000
◆ Electronic Data Processing Equipment and Media (Media, Electronic Data and Programs)	\$ 100,000
◆ Fine Arts	\$ 50,000
◆ Fine Arts in the course of transit	\$25,000
◆ Newly Acquired Fine Arts	\$50,000
◆ Theft of Fur Garments	\$ 50,000
◆ Theft of Jewelry/Precious Metal	\$ 50,000
◆ Theft of stamps, Tickets & Lottery Tickets	\$2,500
◆ Utility Services-includes overhead transmission lines of Power Supply Companies - restrictions apply	\$ 100,000
◆ Power Interruption	\$ 100,000
◆ Water for Direct Physical Damage & Actual Loss of Business Income	\$ 50,000
◆ Property Off Premises	\$ 50,000
◆ Property in Transit, on Exhibition or in Custody of Salespersons	\$ 50,000
◆ Emergency Service Charge	\$ 15,000
◆ Fire Protection Devices	\$ 50,000
◆ Reward	\$ 50,000
◆ Preservation of Property	\$ 15,000
◆ Pollutant Clean Up and Removal	\$100,000
◆ Deferred Payments	\$ 50,000
◆ Additional Expenses	\$50,000
◆ Personal Effects	\$ 25,000
◆ Contract Penalty Clause	\$ 25,000
◆ Inventory & Appraisal	\$ 50,000
◆ Virus & Hacking	\$25,000
◆ Non-Owned Detached Trailers	\$5,000
◆ Lost Key Consequential Loss	\$ 5,000

◆ Theft of Dataline Services	\$ 5,000
◆ Errant Golf Ball Property Damage Coverage	\$ 1,500
◆ Hole-in-One Reimbursement Expense restrictions apply	\$250 occurrence/ \$2,000 aggregate
◆ Glass	INCLUDED
◆ Outdoor Trees, Shrubs, Plants & Lawns	EXCLUDED
◆ Expanded Premises Boundary	INCLUDED
◆ Brand and Label	INCLUDED
◆ Property of Others in the Care, Custody and Control of the Club	INCLUDED
◆ Ordinance or Law	
A. Coverage For Loss to the Undamaged Portion of the Property	INCLUDED
B. Demolition Cost Coverage	INCLUDED
C. Increase Cost of Construction	INCLUDED
◆ Automatic Increase - 3%	INCLUDED
◆ Agreed Amount	INCLUDED
◆ Flood Coverage (Eligible Flood zones B, C or X only)	OPTIONAL
◆ Earthquake \$25,000 Deductible (Eligible in Mercalli zones 1-6 only)	\$ 1,000,000

EQUIPMENT BREAKDOWN COVERAGES

◆ Coverage is automatically provided up to the property limits. Includes perils of mechanical breakdown, electrical arcing and steam boiler explosion.	INCLUDED
◆ Deductible: Includes but not limited to: Heating Equipment, Air Conditioning Equipment, Electrical Apparati, Deep Well and Other Pumps, Refrigeration Equipment, Motors and Water Heaters.	\$ 2,500
◆ Comprehensive Form	
◆ Property Damage	
◆ Business Income	
◆ Extra Expense	
◆ Off Premises Property Damage	
◆ Ammonia Contamination	
◆ Water Damage	
◆ Service Interruption	
◆ Consequential Damage (Spoilage)	
◆ Expediting Expense	
◆ CFC Refrigerants	
◆ Computer Equipment	\$ 100,000
◆ Hazardous Substance Clean-up	\$ 100,000
◆ Loss Control Services	
◆ Annual State Inspections	

BUSINESS INCOME COVERAGE

- ◆ Business Income and Extra Expense \$ 200,000
- ◆ Deductible NO WAITING PERIOD
 - Windstorm & Hail Deductible (ONLY Named Storms) 72 Hours
- ◆ Coinsurance Percentage WAIVED
- ◆ Extra Expense is part of the Limit
 - Covers loss of net income, continuing expenses, and extra expenses you incur during the period of restoration

INLAND MARINE COVERAGES

- ◆ Accounts Receivable INCLUDED
 - ◆ Maintenance Equipment/Golf Carts -- \$250 deductible \$ 595,034
 - ◆ Silverware, Club Trophies & Prizes OPTIONAL
 - ◆ Fine Arts INCLUDED
 - ◆ Mini-Computer/Word Processor INCLUDED
-
- ◆ Valuable Papers & Records INCLUDED
 - (when no deductible shown, all other peril deductible will apply)

COMMERCIAL GENERAL LIABILITY COVERAGE

Coverage is provided for damage you are legally obligated to pay due to Bodily Injury or Property Damage caused by an occurrence and arising out of your ownership, maintenance, or use of your premises or operations.

◆ Bodily Injury & Property Damage Per Occurrence Limit	\$ 1,000,000
◆ Bodily Injury & Property Damage General Aggregate	\$ 3,000,000
◆ Bodily Injury & Property Damage Products/Completed Operations Aggregate	\$ 3,000,000
◆ Personal and Advertising Liability Limit	\$ 1,000,000
◆ Fire Damage Liability	\$ 300,000 Any one Premises
◆ Medical Payments (including members)	\$ 15,000 Any one Person

GENERAL LIABILITY ENHANCEMENTS

- Independent Contractors
- Contractual Liability
- Defense Costs in Addition to Limits
- Host Liquor Liability
- Incidental Malpractice
- Non-Owned Watercraft up to 51 feet
- Worldwide Coverage - Limited
- Waiver of Subrogation
- Additional Insureds:
 - Employees
 - Club Members
 - Volunteer Workers
 - Golf or Tennis Professional
 - Incidental Malpractice (excluding physicians or medical doctors)
 - Golf Cart Operators (excess)
- Professional Liability - Club Professionals

◆ Liquor Law Liability	\$ 1,000,000 Per Occurrence
	\$ 1,000,000 Annual Aggregate

PREMIUM BASIS

◆ General Liability - Gross Income (less initiation fees & interest income)	\$ 1,433,490
◆ Liquor Liability - Receipts	\$ 95,500
◆ Hired and Non-Owned Auto Liability	\$ 1,000,000
◆ Garagekeepers' Insurance (Valet Parking)	OPTIONAL

Professional Liability Exclusion:

All professional services except the following provided by employees:

- a) the rendering or failure to render services by a tennis, golf or touring golf, tennis professionals, certified and licensed fitness trainers, or any other athletic instructors
- (b) the rendering or failure to render any treatment or services to the body by a barber, beautician, or manicurist; or
- (c) body massaging

Policy is NOT subject to audit

EMPLOYEE BENEFITS LIABILITY

◆ Employee Benefits Liability	\$ 1,000,000
◆ Deductible	\$ 1,000
◆ Claims Made	

COMMERCIAL CRIME EXTENSIONS

◆ Employee Theft	\$ 50,000
◆ Premises - Money and Securities	\$ 10,000
◆ Transit - Money and Securities	\$ 10,000
◆ Depositors Forgery	\$ 50,000
◆ Money Order & Counterfeit Paper Currency	\$ 5,000
◆ Deductible	\$ 1,000

Broadened Definition of Employee

- Any Non-Compensated Officer
- Any Director or Trustee of an Insured

Theft by Computer

◆ ERISA Bonding (covered up to Employee Theft limit)	INCLUDED
(ERISA bonding requirement must be 10% of plan assets—higher limits available)	

BUSINESS AUTOMOBILE

* Combined Single Limit	OPTIONAL
* Personal Injury	OPTIONAL
* Medical Payments	OPTIONAL
* Uninsured Motorists	OPTIONAL
* Comprehensive	OPTIONAL
* Collision	OPTIONAL

Physical Damage Coverage:

Comprehensive - (deductible) N/A

Comprehensive perils include, but not limited to, breakage of glass, theft, fire, earthquake, flood, windstorm, hail, vandalism and malicious mischief.

Collision - (deductible) N/A

Collision is considered to be collision with another object and upset or overturn of the vehicle

SCHEDULED VEHICLES

DIRECTORS & OFFICERS LIABILITY COVERAGE

◆ Limit of Liability

OPTIONAL
Each Loss
OPTIONAL
Each Policy Year

◆ Deductibles

Directors and Officers

N/A

Employment Practices

N/A

DIRECTORS & OFFICERS LIABILITY ENHANCEMENTS

◆ Claims Made Form

Non - Profit Organization Form

Broadened Definition of Named Insured:

- Past, Present and Future Directors, Officers and Trustees
- Committee Members
- Employers
- Volunteers
- Clubs as a Legal Entity

"Duty to Defend" Language

Hammer Clause 75/25 Provision

Severability of Interest

Defense Cost Outside of Liability Limit

Identity Theft

Terrorism Travel Coverage

Terrorism Emergency Real Estate Fees

Terrorism Temporary Meeting Space Reimbursement

Terrorism Destroyed Records Reimbursement

Terrorism Death Benefit

Workplace Violence

Key Person Replacement

Crisis Management Doubles

Donation Relief

Travel Accident

Federal Immigration and Nationality Act Violations

Kidnap Expense

Image Restoration and Counseling

No Exclusions For:

- Discrimination
- Failure to Maintain Insurance
- Prior Acts

EMPLOYMENT PRACTICES LIABILITY

3rd Party Liability Language:

Provides coverage for employee-related claims i.e.

Discrimination, Wrongful Termination, Sexual Harassment, Mental Anguish, Emotional Distress

FIDUCIARY LIABILITY

✦ Limit of Liability - ERISA Liability

OPTIONAL

✦ Deductible

N/A

✦ Claims Made

LIMITED POLLUTION LIABILITY COVERAGE-DESIGNATED SITE

Provides coverage for 3rd party claims which the insured is legally obligated to pay due to damages related to bodily injury, property damage and clean-up costs (including government mandate) as a result of the discharge, dispersal, seepage, migration, release, or escape of covered pollutants at or from a designated site.

Broad definition of pollutants includes: Pesticides, Herbicides, Fungicide, Fertilizers, Insecticides, Pool Chemicals and or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

◆ Per Incident Limit	\$ 1,000,000
◆ Annual Aggregate	\$ 1,000,000
◆ Claims Made Form	
◆ Deductible*	NONE
*Corrective Action Cost (Applicable Only if Tank Liability Coverage Included)	\$5,000
Includes Off Premises Cleanup	
Includes Mandated Governmental Clean-up Coverage Limit	\$1,000,000
◆ Above Ground Storage Tank Liability (2 tanks)	INCLUDED

UMBRELLA LIABILITY COVERAGE

Provides catastrophic liability coverage over other liability insurance carried by you and known as underlying insurance. It also covers all but a few specifically excluded liability exposures on claims to which no underlying insurance applies

◆ Limit of Liability

- Each Occurrence	\$ 1,000,000
- General Aggregate	\$ 2,000,000
- Products Aggregate	\$ 1,000,000

◆ <u>Self-insured Retention</u>	NONE
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UMBRELLA LIABILITY ENHANCEMENTS

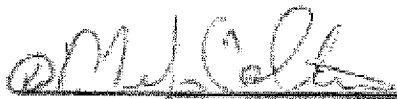
◆ Follow Form Basis:

Comprehensive General Liability including Hired & Non-Owned Auto	INCLUDED
Employee Benefits Liability	INCLUDED
Commercial Automobile Liability	NOT INCLUDED
Liquor Liability	INCLUDED
Employers Liability	NOT INCLUDED

Workers Compensation must be written with acceptable carrier & rated A- or better in A.M. Best. EL limits must be \$500/500/500. for all states except TX and CA limits must be \$1000/1000/1000.

City of Port Orange DBA The Golf Club at Cypress Head
Statement of Values for Policy Effective: 07/01/2011

Loc	Bldg	Property Description	Bldg 100%	Cont 100%
1	1	Men Clubhouse	1,200,000	275,000
1	1	Steel Fence	15,000	0
1	1	2 AGST	6,200	0
1	2	Maintenance Bldg	100,000	50,000
1	3	Cart Barn	275,000	75,000
1	4	Restroom 6th hole	10,000	10,000
1	5	Restroom 14 Hole	10,000	10,000
			1,616,200	420,000
		Grand Total - All Locations		2,276,200


 Insured Signature


 Date

Exhibit “B” - Kemper Response to RFP

ON FILE WITH CLERK’S OFFICE

SELECTION CRITERIA:

TYPE - EQ

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: DATE	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / STATUS	DEPR ACCT	ACCT	TYPE	DATE	DATE	PROJECT	INS COVERAGE	CAPITAL COST
COM CODE	DEPR EXP	ACCT		NEW/USED	METHOD		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	FUNDING SOURCE		INVESTMENT ACCOUNT	PRICE		BOOK VALUE	
ASSET ACCOUNT								
535861 / 0000 / FERTILIGATION SYSTEM	10 00 580	GOLF COURSE	P	5861	252244	0	PRO PLUS/LYLE INC	5800.00
55314 / 6/12/1992	10 00 580	GOLF COURSE		6/12/1992	0/00/0000	60		5800.00
P 50500001660000	50510005809902			004370	.00			5800.00
	505000001670000			N				
535870 / 0000 / HONDA PRESSURE WASHER	10 00 580	GOLF COURSE	P	5870	10225	0	A A CASEY CO. OF DAYTONA	1517.00
56847 / 8/28/1992	10 00 580	GOLF COURSE		8/28/1992	0/00/0000	60		1517.00
P 50500001660000	50510005809902			004847	.00			1517.00
	505000001670000			N				
535873 / 0000 / BROWER MARK 2 SOD CUTTER	10 00 580	GOLF COURSE	P	5873	252344	0	OVIDO TRACTOR COMPANY	2010.00
56660 / 8/14/1992	10 00 580	GOLF COURSE		8/14/1992	0/00/0000	60		2010.00
P 50500001660000	50510005809902			004629	.00			2010.00
	505000001670000			N				
535878 / 0000 / TRUE BAR COOLER TBB-4 (BAR AREA)	03 00 580	GOLF COURSE	P	5878	252331	0	DESIGNS, FURNISHINGS &	1325.00
57084 / 9/11/1992	03 00 580	GOLF COURSE		9/11/1992	0/00/0000	60		1325.00
P 45000001660000	45003005799902			004685	.00			1325.00
	450000001670000			N				
535879 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	03 00 580	GOLF COURSE	P	5879	252331	0	DESIGNS, FURNISHINGS &	277.00
57084 / 9/11/1992	03 00 580	GOLF COURSE		9/11/1992	0/00/0000	60		277.00
P 45000001660000	45003005799902			004685	.00			277.00
	450000001670000			N				
535880 / 0000 / BAR SINK SUPERMETAL (BAR AREA)	03 00 580	GOLF COURSE	P	5880	252331	0	DESIGNS, FURNISHINGS &	558.00
57084 / 9/11/1992	03 00 580	GOLF COURSE		9/11/1992	0/00/0000	60		558.00
P 45000001660000	45003005799902			004685	.00			558.00
	450000001670000			N				
535881 / 0000 / RECESS SINK COMBO SUPERMETAL	03 00 580	GOLF COURSE	P	5881	252331	0	DESIGNS, FURNISHINGS &	245.00
57084 / 9/11/1992	03 00 580	GOLF COURSE		9/11/1992	0/00/0000	60		245.00
P 45000001660000	45003005799902			004685	.00			245.00
	450000001670000			N				
535882 / 0000 / COCKTAIL UNIT SUPERMETAL	03 00 580	GOLF COURSE	P	5882	252331	0	DESIGNS, FURNISHINGS &	245.00
	45003005799902							
	450000001670000							

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS	SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR	VENDOR NAME	INS COVERAGE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
535882 / 0000 / COCKTAIL UNIT SUPERMETAL	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 25	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	.00	752.00	752.00	.00	752.00
535883 / 0000 / COCKTAIL UNIT SUPERMETAL (BAR AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 31	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	.00	752.00	752.00	.00	752.00
535887 / 0000 / RECESS SINK COMBO SUPERMETAL	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 26	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	.00	245.00	245.00	.00	245.00
535888 / 0000 / FRYMASTER FRYER MDL# MJ3355D	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 20	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	.00	1200.00	1200.00	.00	1200.00
535889 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 27	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	.00	219.00	219.00	.00	219.00
535894 / 0000 / UNIVEX SLICER	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 15	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	.00	954.00	954.00	.00	954.00
535895 / 0000 / HEAT LAMP (KITCHEN AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 14	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	.00	132.00	132.00	.00	132.00
535896 / 0000 / CHEF'S TABLE	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 14	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685 9/11/1992	0/00/0000	60	0	DESIGNS, FURNISHINGS	.00	2115.00	2115.00	.00	2115.00

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
535896		CHEF'S TABLE FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) ITEM 13	GOLF COURSE 45003005799902 45000001670000 450				9/11/1992 004685 N	0/00/0000			.00 .00 2115.00 .00
535899	/ 0000 /	ADVANCE POT SINK 9/11/1992	03 00 580 GOLF COURSE	Y	P	5899	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 1195.00 .00 1195.00 .00 1195.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) 94K6181 ITEM 7	45003005799902 45000001670000 450								
535900	/ 0000 /	ARTIC WALK IN COOLER (KITCHEN AREA) 9/11/1992	03 00 580 GOLF COURSE	Y	P	5900	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 4745.00 .00 4745.00 .00 4745.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) NONE	45003005799902 45000001670000 450								
535901	/ 0000 /	ADVANCE DISHTABLE 9/11/1992	03 00 580 GOLF COURSE	Y	P	5901	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 413.00 .00 413.00 .00 413.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) OTC53048L ITEM 8	45003005799902 45000001670000 450								
535903	/ 0000 /	SOILED DISHTABLE 9/11/1992	03 00 580 GOLF COURSE	Y	P	5903	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 1605.00 .00 1605.00 .00 1605.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) K45K30600 ITEM 10	45003005799902 45000001670000 450								
535904	/ 0000 /	ADVANCE RACK SHELF 9/11/1992	03 00 580 GOLF COURSE	Y	P	5904	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS,	FURNISHINGS & .00 196.00 .00 196.00 .00 196.00 .00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) ITEM 11	45003005799902 45000001670000 450								
535905	/ 0000 /	FILING CABINET LATERAL 4 9/30/1992	03 00 580 GOLF COURSE	MDL "HON" P		5905	PURCHASED 9/29/1992 004851 N	0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	136.50 136.50 136.50 136.50 136.50 136.50
57579		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) NONE	45003005799902 45000001670000 450								
535906	/ 0000 /	FILING CABINET LATERAL 4 9/30/1992	03 00 580 GOLF COURSE	MDL "HON" P		5906	PURCHASED 9/29/1992 004851 N	0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	136.50 136.50 136.50 136.50 136.50 136.50
57579		FULLY DEPRECIATED									

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION		ASSIGNED:		DEPR		TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR	CHECK DATE	COST CENTER	LOCATION	DEPR CODE	TYPE	ACQUISITION:	DATE	PROJECT	REMA	INS COVERAGE	YTD DEPR	CAPITAL COST	BOOK VALUE
MANUFACT	STATUS	DEPR EXP	ACCT	ACCT		DATE	PRICE						
COM CODE	TYPE	ACCUM DEPR	ACCT			INVESTMENT	ACCOUNT						
ASSET CLS	SERIAL NUMBER												
ASSET ACCOUNT													
535906		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				004851						136.50	
415		EQUIPMENT (DEPRECIABLE)				N						.00	
45000001660000													
535907		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				5907							
57579		FULLY DEPRECIATED				PURCHASED							
415		EQUIPMENT (DEPRECIABLE)				9/29/1992						136.50	
45000001660000						004851						136.50	
535908		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				5908							
57579		FULLY DEPRECIATED				PURCHASED							
415		EQUIPMENT (DEPRECIABLE)				9/29/1992						136.50	
45000001660000						004851						136.50	
535910		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				5910							
57579		FULLY DEPRECIATED				PURCHASED							
415		EQUIPMENT (DEPRECIABLE)				9/29/1992						299.50	
45000001660000						004851						299.50	
535911		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				5911							
57579		FULLY DEPRECIATED				PURCHASED							
415		EQUIPMENT (DEPRECIABLE)				9/29/1992						265.00	
45000001660000						004851						265.00	
535915		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				5915							
57579		FULLY DEPRECIATED				PURCHASED							
415		EQUIPMENT (DEPRECIABLE)				9/29/1992						115.50	
45000001660000						004851						115.50	
535916		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				5916							
57579		FULLY DEPRECIATED				PURCHASED							
415		EQUIPMENT (DEPRECIABLE)				9/29/1992						102.00	
45000001660000						004851						102.00	
535917		FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON"				5917							
57579		FULLY DEPRECIATED				PURCHASED							
415		EQUIPMENT (DEPRECIABLE)				9/29/1992						119.00	
45000001660000						004851						119.00	

ASSET REGISTER
BY ASSET TYPE

ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	ACQUISITION:	VENDOR	NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	DATE	METHOD	LIFE	REMA	INS COVERAGE	CAPITAL COST
COM CODE	TYPE	DEPR EXP ACCT	LOCATION			PO NBR	DATE	PROJECT		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	ACCUM DEPR ACCT	DEPR EXP ACCT			NEW/USED	PRICE			BOOK VALUE	
ASSET ACCOUNT		FUNDING SOURCE				INVESTMENT ACCOUNT					
535917	CHAIR EVERYDAY W/ARM "HON"										
P	ITEM7902NN61	45000001670000	450			N					.00
535918	/ 0000 / CHAIR EVERYDAY W/ARM "HON"										
57579	9/30/1992	03 00 580	Y	P		5918	251366	60	0	CAPITOL OFFICE SUPPLIES	119.00
415	FULLY DEPRECIATED	GOLF COURSE				9/29/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004851					119.00
45000001660000	ITEM7902NN61	45000001670000	450			N					.00
535925	/ 0000 / CHAIRS, 84 UPHOLSTERED RESTAURANT										
57610	9/30/1992	03 00 580	Y	P		5925	252351	60	0	WM. B. DODSON FURNITURE C.	8100.12
965	FULLY DEPRECIATED	GOLF COURSE				9/29/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004855					.00
45000001660000	NONE	45000001670000	450			N					.00
535926	/ 0000 / STACKING CHAIRS 18" ONE PIECE PLASTIC										
57017	9/04/1992	03 00 580	Y	P		5926	252404	60	0	VIRCO MFG. CO.	1927.80
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
G	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					1927.80
45000001660000	NONE	45000001670000	450			N					.00
535928	/ 0000 / TABLE TOPS (20, FOR RESTAURANT)										
57257	9/18/1992	03 00 580	Y	P		5928		60	0		2404.00
965	FULLY DEPRECIATED	GOLF COURSE				9/25/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004855					2404.00
45000001660000	NONE	45000001670000	450			N					.00
535929	/ 0000 / CHAIR CART/DOLLIES										
57017	9/04/1992	03 00 580	Y	P		5929	252404	60	0	VIRCO MFG. CO.	113.00
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					113.00
45000001660000	NONE	45000001670000	450			N					.00
535930	/ 0000 / CHARCOAL GREY FOLDING TABLES 30X96 (18 TABLES)										
57017	9/04/1992	03 00 580	Y	P		5930	252404	60	0	VIRCO MFG. CO.	954.00
415	FULLY DEPRECIATED	GOLF COURSE				9/04/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				005194					954.00
45000001660000	NONE	45000001670000	450			N					.00
535931	/ 0000 / SHELVING FOR KITCHEN AREA										
57084	9/11/1992	03 00 580	Y	P		5931	252331	60	0	DESIGNS, FURNISHINGS &	1384.00
965	FULLY DEPRECIATED	GOLF COURSE				9/11/1992	0/00/0000				.00
P	EQUIPMENT (DEPRECIABLE)	45003005799902				004685					1384.00
45000001660000	ITEM 2, 4, 5,	45000001670000	450			N					.00

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: DATE METHOD	PO NBR	NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	REMA LIFE PROJECT	VENDOR NAME	INS COVERAGE YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
535931 / SHELVING FOR KITCHEN AREA						450000001660000	450															
535963 / 0000 / HOSHIZAKI ICE MACHINE MDL KM-630M9E	12/03/1998					450000001660000	56 00 579 Y		P	5963	PURCHASED 12/03/1998			0/00/0000	254754	60	PURCHASING ASSN. OF PRIVA	.00	1951.00	.00	1951.00	.00
P 87007 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
535981 / 0000 / PORTABLE DANCE FLOORING FOR BANQUET ROOM	10/19/2000					450000001660000	56 00 579 Y		P	5981	PURCHASED 10/19/2000			0/00/0000	250736	60	SICO AMERICA, INC.	.00	4870.80	.00	4870.80	.00
P 36919 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
535992 / 0000 / PORTER-CABLE AIR COMPRESSOR 175 PSI ML CPLKC7090V2						450000001660000	56 00 579 Y		P	5992	PURCHASED 5/13/2002			0/00/0000	254905	60	LOWES COMPANIES, INC.	.00	849.60	.00	849.60	.00
P FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
536486 / 0000 / RANGE/OVEN, VULCAN	8/24/2000					450000001660000	54 00 579 Y		P	6486	PURCHASED 8/24/2000			0/00/0000	255328	60	SYSCO SUPPLY & EQUIPMENT	.00	5033.77	.00	5033.77	.00
P 35288 FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45054005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
536895 / 0000 / ICE MACHINE/DISPENSER HOSHIZAKI	6/05/2008					450000001660000	53 01 579 Y		P	6895	PURCHASED 6/30/2008			0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	5475.41	.00	5475.41	.00
P 129035 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45053015799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
536900 / 0000 / A/C, RUUD 5 TON W/HEAT PUMP (450 FUND PORTION)	8/24/2012					450000001660000	03 00 579 Y		P	6900	PURCHASED 9/26/2012			0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	1900.00	.00	1900.00	.00
P 155484 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	
536900 / 0001 / A/C, RUUD 5 TON W/HEAT PUMP (451 FUND PORTION)	8/24/2012					450000001660000	03 00 579 Y		P	6900	PURCHASED 9/26/2012			0/00/0000	166123	60	PORT ORANGE AIR CONDITION	.00	1900.00	.00	1900.00	.00
P 155484 ACTIVE EQUIPMENT (DEPRECIABLE)							GOLF COURSE											.00	.00	.00	.00	
P 450000001660000							45003005799902											.00	.00	.00	.00	
							450000001670000											.00	.00	.00	.00	

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR CHECK DATE	MANUFACT TYPE	STATUS								
COM CODE	ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT	PO NBR	NEW/USED	PRICE	PROJECT	YTD DEPR	SALVAGE VALUE	CAPITAL COST
ASSET ACCOUNT	FUNDING SOURCE	ACCUM DEPR ACCT	INVESTMENT ACCOUNT							LTD DEPR
										BOOK VALUE
537000 / 0030 / GOLF COURSE - CONTAINMENT BARRIERS FY04	10 00 580	Y	P	7000	PURCHASED 5/31/2004	0/00/0000	255384 60	HALL ARCHITECTURAL ASSOCI	.00	20489.00
68858 / 4/08/2004	FULLY DEPRECIATED				046665			.00		.00
P 50500001660000	NONE	50510005809202			N		.00	.00		20489.00
50500001660000	505	50500001670000								.00
556546 / 0000 / WORKSTATION, TRION	10 00 580	Y	P	6546	PURCHASED 2/27/2001	0/00/0000	255795 60	TRION LIFTS INC	.00	9695.00
40350 / 2/28/2001	FULLY DEPRECIATED				036612			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)	50510005809902			N		.00	.00		9695.00
50500001660000	505	50500001670000								.00
556790 / 0000 / 2003 NEARY BEDKNIFE GRINDER	10 00 580	Y	P	6790	PURCHASED 8/31/2003	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS	.00	8775.00
61783 / 7/17/2003	FULLY DEPRECIATED				043960			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)	50510005809902			N		.00	.00		8775.00
50500001660000	0184	50500001670000								.00
50500001660000	505	50500001670000								.00
557996 / 0000 / 2003 AGRIMETAL FA-720 AERATOR	10 00 580	Y	P	7996	PURCHASED 1/31/2004	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS	.00	5540.00
64969 / 11/13/2003	FULLY DEPRECIATED				043960			.00		.00
P 50510005809902	EQUIPMENT (DEPRECIABLE)	50510005809902			N		.00	.00		5540.00
50500001660000	505	50500001670000								.00
ASSET TYPE EQ	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	47 ASSETS			109,183.50	.00	
				NON-DEPRECIABLE:	0 ASSETS			1,095.08	.00	
				TOTAL:	47 ASSETS			103,558.35	.00	
								5,625.15	.00	

ASSET REGISTER
BY ASSET TYPE

			INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	47 ASSETS	109,183.50
		DEPRECIABLE:		.00
				.00
				1,095.08
		NON-DEPRECIABLE:	0 ASSETS	103,558.35
				5,625.15
		TOTAL:	47 ASSETS	.00
				.00
				.00
				.00
GRAND TOTAL	DISPOSED	TOTALS:	0 ASSETS	109,183.50
		DEPRECIABLE:		.00
				.00
				.00
		NON-DEPRECIABLE:	0 ASSETS	.00
				.00
				.00
		TOTAL:	0 ASSETS	.00
				.00
				.00
				.00

SELECTION CRITERIA:

TYPE - RS

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR / CHECK DATE	STATUS				PO NBR	PRICE	PROJECT	YTD DEPR	LTD DEPR	
COM CODE	TYPE	ASSET CLS	ASSET ACCOUNT		NEW/USED	INVESTMENT ACCOUNT		BOOK VALUE		
535823 / 0000 / CUSHMAN 56192 TOP DRESSER	10 00 580	Y	P	5823	PURCHASED		250050	ZAUN EQUIPMENT		
53286 / 3/13/1992	FULLY DEPRECIATED				3/13/1992	0/00/0000	60			6093.00
P 50500001660000	ROLLING STOCK	50510005809902			003875					6093.00
	92001271	50500001670000			N		.00			
535831 / 0000 / JACOBSEN 62240 WALKING GREENS MOWER	10 00 580	Y	P	5831	PURCHASED		250458	TRESCA INDUSTRIES, INC		
53292 / 3/13/1992	FULLY DEPRECIATED				3/13/1992	0/00/0000	60			2926.00
P 50500001660000	ROLLING STOCK	50510005809902			003876					2926.00
	3253	50500001670000			N		.00			
535851 / 0000 / 1992 FORD TRACTOR W/FRONT WEIGHTS	10 00 580	Y	P	5851	PURCHASED		250985	FORD NEW HOLLAND, INC		
55636 / 7/09/1992	FULLY DEPRECIATED				7/09/1992	0/00/0000	60			11794.00
P 50500001660000	ROLLING STOCK	50510005809902			003504					11794.00
	BD12097	50500001670000			N		.00			
535853 / 0000 / 1992 FORD TRACTOR W/LOADER	10 00 580	Y	P	5853	PURCHASED		250985	FORD NEW HOLLAND, INC		
55636 / 7/09/1992	FULLY DEPRECIATED				7/09/1992	0/00/0000	60			14570.00
P 50500001660000	ROLLING STOCK	50510005809902			003504					14570.00
	BD12098	50500001670000			N		.00			
555970 / 0000 / BLOWER, AGRIMETAL 360 JOHN DEERE	10 00 580	Y	P	5970	PURCHASED		254202	NURCANE MACHINERY		
19846 / 2/11/1999	FULLY DEPRECIATED				2/08/1999	0/00/0000	60			3150.00
P 50500001660000	ROLLING STOCK	50510005809902			028408					3150.00
	L 8800	50500001670000			N		.00			
555971 / 0000 / SPIKER, GREENWHEELER	10 00 580	Y	P	5971	PURCHASED		254830	REVELS TRACTOR CO.		
20253 / 2/25/1999	FULLY DEPRECIATED				2/17/1999	0/00/0000	60			2200.00
P 50500001660000	ROLLING STOCK	50510005809902			028420					2200.00
	5157	50500001670000			N		.00			
555973 / 0000 / 2000 JOHN DEERE ELECTRIC TURF GATOR 4X2 AMT	10 00 580	Y	P	5973	PURCHASED		252090	NUCRANE CORPORATION		
34987 / 8/10/2000	FULLY DEPRECIATED				8/01/2000	0/00/0000	60			6505.00
P 50500001660000	ROLLING STOCK	50510005809902			034072					6505.00
	W0E4X2E001125	50500001670000			N		.00			
555976 / 0000 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270				5976			255324	EXPRESS REEL GRINDING INC		

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION	DEPR EXP ACCT			PO NBR	PRICE	PROJECT	YTD DEPR		
COM CODE	ACCUM DEPR ACCT	FUNDING SOURCE			INVESTMENT ACCOUNT					
ASSET CLS	SERIAL NUMBER									
ASSET ACCOUNT										BOOK VALUE
555976 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	60		.00	7690.00
34537 / 7/27/2000 FULLY DEPRECIATED	GOLF COURSE				034509				.00	7690.00
P 50500001660000	50510005809902				N				.00	7690.00
505000001660000	505000001670000									
555989 / 0000 / BRUSH, STANDARD QP270 (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1195.00
34537 / 7/27/2000 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1195.00
P 50500001660000	50510005809902				N				.00	1195.00
505000001660000	505000001670000									
555990 / 0000 / TWIN SPINNERS QP270 (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1995.00
34537 / 7/27/2000 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1995.00
P 50500001660000	50510005809902				N				.00	1995.00
505000001660000	505000001670000									
555991 / 0000 / BRUSH, VORTEX (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1195.00
34537 / 7/27/2000 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1195.00
P 50500001660000	50510005809902				N				.00	1195.00
505000001660000	505000001670000									
555995 / 0000 / 2004 TORO RM5500D FAIRWAY MOWER	10 00 580	Y	P		PURCHASED 5/31/2004	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	34250.00
69156 / 4/15/2004 FULLY DEPRECIATED	GOLF COURSE				046646		60		.00	34250.00
P 50500001660000	50510005809902				N				.00	34250.00
505000001660000	505000001670000									
555996 / 0000 / 2004 TORO RM5500D FAIRWAY MOWER	10 00 580	Y	P		PURCHASED 5/31/2004	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	34250.00
69156 / 4/15/2004 FULLY DEPRECIATED	GOLF COURSE				046646		60		.00	34250.00
P 50500001660000	50510005809902				N				.00	34250.00
505000001660000	505000001670000									
556545 / 0000 / SHARPENER, NEARY RELL MDL 550SR	10 00 580	Y	P		PURCHASED 2/27/2001	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	15900.00
40352 / 2/28/2001 FULLY DEPRECIATED	GOLF COURSE				036613		60		.00	15900.00
P 50500001660000	50510005809902				N				.00	15900.00
505000001660000	505000001670000									
556784 / 0000 / 2003 JOHN DEERE 2500A GREENS MOWER	10 00 580	Y	P		PURCHASED 6784	0/00/0000	256527	COASTAL EQUIPMENT SYSTEMS	.00	21638.50
61783 / 7/17/2003							60			

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	ACQUISITION: DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR / STATUS	LOCATION			METHOD		PROJECT	YTD DEPR		
MANUFACT TYPE	ACCT			PRICE					
COM CODE	ACCUM DEPR			INVESTMENT ACCOUNT					
ASSET CLS SERIAL NUMBER	FUNDING SOURCE								
ASSET ACCOUNT									
556784	2003 JOHN DEERE 2500A GREENS MOWER			8/31/2003	0/00/0000			.00	.00
	FULLY DEPRECIATED			043960				.00	21638.50
P	ROLLING STOCK			N					.00
50500001660000	TC250AD010463	505							
556785	2003 JOHN DEERE 2500A GREENS MOWER			6785	0/00/0000		COASTAL EQUIPMENT		SYSTEMS
61783	7/17/2003	Y	P	PURCHASED		256527		.00	21638.50
	FULLY DEPRECIATED			8/31/2003		60		.00	.00
P	ROLLING STOCK			043960				.00	21638.50
50500001660000	TC250AD010498	505		N				.00	.00
556786	2003 JOHN DEERE PRO GATOR UTILITY VEHICLE			6786	0/00/0000		COASTAL EQUIPMENT		SYSTEMS
61783	7/17/2003	Y	P	PURCHASED		256527		.00	12670.00
	FULLY DEPRECIATED			8/31/2003		60		.00	.00
P	ROLLING STOCK			043960				.00	12670.00
50500001660000	TC2020A035508	505		N				.00	.00
556787	2003 JOHN DEERE HD200 SPRAYER			6787	0/00/0000		COASTAL EQUIPMENT		SYSTEMS
61783	7/17/2003	Y	P	PURCHASED		256527		.00	5000.00
	FULLY DEPRECIATED			8/31/2003		60		.00	.00
P	ROLLING STOCK			043960				.00	5000.00
50500001660000	TC200GX030175	505		N				.00	.00
556788	2003 JOHN DEERE ELECTRIC GATOR UTILITY VEHICLE			6788	0/00/0000		COASTAL EQUIPMENT		SYSTEMS
61783	7/17/2003	Y	P	PURCHASED		256527		.00	6815.00
	FULLY DEPRECIATED			8/31/2003		60		.00	.00
P	ROLLING STOCK			043960				.00	6815.00
50500001660000	W0E4X2E002801	505		N				.00	.00
556789	2003 JOHN DEERE 1200A BUNKER & FIELD RAKE			6789	0/00/0000		COASTAL EQUIPMENT		SYSTEMS
61783	7/17/2003	Y	P	PURCHASED		256527		.00	7515.00
	FULLY DEPRECIATED			8/31/2003		60		.00	.00
P	ROLLING STOCK			043960				.00	7515.00
50500001660000	TC1200A135456	505		N				.00	.00
556791	2003 JOHN DEERE 5105 TRACTOR			6791	0/00/0000		JOHN DEERE CO.		14011.60
61846	7/17/2003	Y	P	PURCHASED		255305		.00	.00
	FULLY DEPRECIATED			8/31/2003		60		.00	14011.60
P	ROLLING STOCK			043957				.00	.00
50500001660000	LV5105C410951	505		N				.00	.00
556876	2005 TORO 5 GANG PULL BEHIND MOWER			6876	0/00/0000		WESCO TURF SUPPLY INC.		20182.92
80725	6/30/2005	Y	P	PURCHASED		254889		.00	.00
	FULLY DEPRECIATED			6/30/2005		60		.00	20182.92

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
556876	2005 / 0000 / 2005	TORO 5 GANG PULL BEHIND MOWER	50510005809302				051816				
P	250000117	ROLLING STOCK	505000001670000				N			.00	20182.92
505000001660000										.00	.00
556877	80725 / 0000 / 2005	TORO GROUNDSMASTER 228 D MOWER	10 00 580	Y	P		6877				
P	240000317	FULLY DEPRECIATED	50510005809902				PURCHASED			WESCO TURF SUPPLY INC.	14322.84
505000001660000		ROLLING STOCK	505000001670000				6/30/2005	0/00/0000	60	.00	14322.84
							051816			.00	.00
							N			.00	.00
556878	80725 / 0000 / 2005	TORO REELMASTER 3100 D MOWER	10 00 580	Y	P		6878				
P	240000598	FULLY DEPRECIATED	50510005809902				PURCHASED			WESCO TURF SUPPLY INC.	22157.23
505000001660000		ROLLING STOCK	505000001670000				6/30/2005	0/00/0000	60	.00	22157.23
							051816			.00	.00
							N			.00	.00
556879	80725 / 0000 / 2005	TORO REELMASTER 3100 D MOWER	10 00 580	Y	P		6879				
P	250000138	FULLY DEPRECIATED	50510005809902				PURCHASED			WESCO TURF SUPPLY INC.	22157.23
505000001660000		ROLLING STOCK	505000001670000				6/30/2005	0/00/0000	60	.00	22157.23
							051816			.00	.00
							N			.00	.00
556880	80725 / 0000 / 2005	TORO WORKMAN 3200 UTILITY VEHICLE	10 00 580	Y	P		6880				
P	250000138	FULLY DEPRECIATED	50510005809902				PURCHASED			WESCO TURF SUPPLY INC.	13501.55
505000001660000		ROLLING STOCK	505000001670000				6/30/2005	0/00/0000	60	.00	13501.55
							051816			.00	.00
							N			.00	.00
556881	82808 / 0000 / 2005	SALSCO 6" CHIPPER	10 00 580	Y	P		6881				
P	1948	FULLY DEPRECIATED	50510005809902				PURCHASED			WESCO TURF SUPPLY INC.	3500.00
505000001660000		ROLLING STOCK	505000001670000				9/30/2005	0/00/0000	60	.00	3500.00
							051816			.00	.00
							N			.00	.00
556882	102655 / 0000 / 2006	MONTANA 4920 UTILITY TRACTOR W/LOADER	10 00 580	Y	P		6882				
P	30202AD00032	FULLY DEPRECIATED	50510005809902				PURCHASED			DISCOUNT TRACTORS OF VOL	20832.00
505000001660000		ROLLING STOCK	505000001670000				7/31/2006	0/00/0000	60	.00	20832.00
							055339			3124.80	20832.00
							N			.00	.00
556883	104163 / 0000 / 2006	BUFFALO BLOWER BTKB10G2	10 00 580	Y	P		6883				
P		FULLY DEPRECIATED	50510005809902				PURCHASED			GOLF VENTURES	6500.00
505000001660000		ROLLING STOCK	505000001670000				9/30/2006	0/00/0000	60	.00	6500.00
							055338			1191.67	6500.00

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
556883 P 505000001660000	2006 / 11875 104756	BUFFALO BLOWER BTKB10G2	505000001670000 505				N		.00		.00
556884 P 505000001660000	0000 / 9/29/2006 FULLY DEPRECIATED ROLLING STOCK W04X2ED001581	JOHN DEERE GATOR TE 10 00 580 GOLF COURSE	50510005809902 505000001670000 505	Y	P	6884	PURCHASED 9/30/2006 055341 N	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS .00 1349.34	7360.00 7360.00 7360.00
556885 P 505000001660000	0000 / 9/29/2006 FULLY DEPRECIATED ROLLING STOCK 23215111075159	LELY L1500 SPREADER 10 00 580 GOLF COURSE	50510005809902 505000001670000 505	Y	P	6885	PURCHASED 9/30/2006 055341 N	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS .00 545.42	2975.00 2975.00 2975.00
556886 P 505000001660000	0000 / 9/08/2006 FULLY DEPRECIATED ROLLING STOCK 1R9GD410TN063575	RAYSIDE TANDEM BUMP TRAILER 10 00 580 GOLF COURSE	50510005809902 505000001670000 505	Y	P	6886	PURCHASED 9/30/2006 055336 N	0/00/0000	252354 60	GOLF VENTURES .00 1805.84	9850.00 9850.00 9850.00
556887 P 505000001660000	0000 / 6/21/2007 ACTIVE ROLLING STOCK 2535590	CUSHMAN TURF TRUCKSTER 10 00 580 GOLF COURSE	50510005809902 505000001670000 505	Y	P	6887	PURCHASED 7/31/2007 056020 N	0/00/0000	258395 60	KILPATRICK COMPANY .00 3139.87	15699.32 13344.41 2354.91
556888 P 505000001660000	0000 / 6/27/2007 ACTIVE ROLLING STOCK W04X2ED002156	JOHN DEERE ELECTRIC GATOR 4X2 10 00 580 GOLF COURSE	50510005809902 505000001670000 505	Y	P	6888	PURCHASED 7/31/2007 057941 N	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS .00 1472.00	7360.00 6256.00 1104.00
556889 P 505000001660000	0000 / 6/27/2007 ACTIVE ROLLING STOCK TC250AD030018	JOHN DEERE GREENS MOWER 10 00 580 GOLF COURSE	50510005809902 505000001670000 505	Y	P	6889	PURCHASED 7/31/2007 057941 N	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS .00 5185.60	25928.00 22038.79 3889.21
556890 P 505000001660000	0000 / 6/27/2007 ACTIVE ROLLING STOCK TC250AD040698	JOHN DEERE GREENS MOWER 10 00 580 GOLF COURSE	50510005809902 505000001670000 505	Y	P	6890	PURCHASED 7/31/2007 057941 N	0/00/0000	256527 60	COASTAL EQUIPMENT SYSTEMS .00 5185.60	25928.00 22038.79 3889.21

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
556890 / 2007 JOHN DEERE GREENS MOWER	505000001660000														
556892 / 0000 / 2008 JOHN DEERE 2500B MOWER	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6892	256527	COASTAL EQUIPMENT		5268.20	26341.00			8780.34
127649 / 4/04/2008	50510005809902														
P 505000001660000	505000001670000														
556893 / 0000 / 2008 JOHN DEERE 2500B MOWER	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6893	256527	COASTAL EQUIPMENT		5268.20	26341.00			8780.34
127649 / 4/04/2008	50510005809902														
P 505000001660000	505000001670000														
556894 / 0000 / 2008 JOHN DEERE ELECTRIC GATOR	10 00 580	Y	P	PURCHASED 6/30/2008	059862	0/00/0000	6894	256527	COASTAL EQUIPMENT		1533.80	7669.00			5112.66
127649 / 4/04/2008	50510005809902														
P 505000001660000	505000001670000														
556896 / 0000 / 2009 JOHN DEERE 7700 FAIRWAY MOWER	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6896	256527	COASTAL EQUIPMENT		7860.20	39301.00			20305.52
134686 / 3/26/2009	50510005809902														
P 505000001660000	505000001670000														
556897 / 0000 / 2009 JOHN DEERE 7700 FAIRWAY MOWER	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6897	256527	COASTAL EQUIPMENT		7860.20	39301.00			20305.52
134686 / 3/26/2009	50510005809902														
P 505000001660000	505000001670000														
556898 / 0000 / 2009 JOHN DEERE DECK MOWER 1445	10 00 580	Y	P	PURCHASED 5/31/2009	062034	0/00/0000	6898	256527	COASTAL EQUIPMENT		3622.80	18114.00			8755.10
134686 / 3/26/2009	50510005809902														
P 505000001660000	505000001670000														
556899 / 0000 / 2009 SISIS MULTI-SLIT SHEER FOR GOLF COURSE	10 00 580	Y	P	PURCHASED 5/31/2009	062036	0/00/0000	6899	214	ECKERT GOLF SALES, INC		1328.00	6640.00			3209.33
134701 / 3/26/2009	50510005809902														
P 505000001660000	505000001670000														

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559229 / 0000 / E-Z GO CUSHMAN HAULER 800G UTL CART 151952 / 1/20/2012 / ACTIVE ROLLING STOCK 2787640 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9229	258706 60	EZ GO TETRON .00 .00 .00	6962.00 .00 .00 6962.00
559230 / 0000 / E-Z GO CUSHMAN HAULER 1200G UTL CART 151952 / 1/20/2012 / ACTIVE ROLLING STOCK 2787329 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9230	258706 60	EZ GO TETRON .00 .00 .00	7345.00 .00 .00 7345.00
559231 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK 2782204 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9231	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 .00 3865.00
559232 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK 2782206 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9232	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 .00 3865.00
559233 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK 2782207 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9233	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 .00 3865.00
559234 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK 2782208 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9234	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 .00 3865.00
559235 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK 2782209 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9235	258706 60	EZ GO TETRON .00 .00 .00	3865.00 .00 .00 3865.00
559236 / 0000 / E-Z GO GOLF CART					9236	258706	EZ GO TETRON	

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559236 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782210 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	0/00/0000	60	.00 .00 .00	3865.00 .00 3865.00
559237 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782211 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9237 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559238 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782212 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9238 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559239 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782213 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9239 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559240 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782214 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9240 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559241 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782215 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9241 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559242 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782215 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9242 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559243 / 0000 / E-Z GO GOLF CART 151467 12/15/2011	10 00 519	Y	P	PURCHASED	9243	258706 60	EZ GO TEXTRON .00	3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION										PAGE	
CHECK NBR	NBR	/	STATUS	DATE	DEPR	CALC	TAG/REF#	ACQUISITION:	VENDOR NBR	VENDOR NAME	PURCHASE COST
MANUFACT	TYPE	TYPE	LOCATION	DATE	CODE	TYPE	DATE	METHOD	REMA	INS COVERAGE	CAPITAL COST
COM CODE	TYPE	TYPE	DEPR EXP	ACCT	ACCT	TYPE	PO NBR	PRICE	PROJECT	YTD DEPR	LTD DEPR
ASSET CLS	SERIAL	NUMBER	ACCUM	DEPR	ACCT	TYPE	NEW/USED	INVESTMENT	ACCOUNT	BOOK VALUE	
ASSET ACCOUNT			FUNDING	SOURCE							
559243	E-Z GO GOLF CART										
P	505000001660000										
	50510005199902										
	505000001670000										
	505										
559244	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	505000001660000										
	50510005199902										
	505000001670000										
	505										
559245	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	505000001660000										
	50510005199902										
	505000001670000										
	505										
559246	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	505000001660000										
	50510005199902										
	505000001670000										
	505										
559247	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	505000001660000										
	50510005199902										
	505000001670000										
	505										
559248	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	505000001660000										
	50510005199902										
	505000001670000										
	505										
559249	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										
	ROLLING STOCK										
P	505000001660000										
	50510005199902										
	505000001670000										
	505										
559250	/ 0000 / E-Z GO GOLF CART										
151467	12/15/2011										
	ACTIVE										

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST, CENTER, LOCATION, DEPR EXP ACCT, ACCUM DEPR ACCT, FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD, DATE, PO NBR, NEW/USED, INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR, LIFE, PROJECT	VENDOR NAME, INS COVERAGE, SALVAGE VALUE, YTD DEPR	PURCHASE COST, CAPITAL COST, LTD DEPR, BOOK VALUE
559250 P 505000001660000	E-Z GO GOLF CART ROLLING STOCK 2782225			066402 N		.00	.00	3865.00
559251 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782226	Y	P	PURCHASED 2/29/2012 066402 N	9251	258706 60	EZ GO TEXTRON	3865.00
559252 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782227	Y	P	PURCHASED 2/29/2012 066402 N	9252	258706 60	EZ GO TEXTRON	3865.00
559253 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782228	Y	P	PURCHASED 2/29/2012 066402 N	9253	258706 60	EZ GO TEXTRON	3865.00
559254 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782229	Y	P	PURCHASED 2/29/2012 066402 N	9254	258706 60	EZ GO TEXTRON	3865.00
559255 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782230	Y	P	PURCHASED 2/29/2012 066402 N	9255	258706 60	EZ GO TEXTRON	3865.00
559256 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782231	Y	P	PURCHASED 2/29/2012 066402 N	9256	258706 60	EZ GO TEXTRON	3865.00
559257 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK	Y	P	PURCHASED 2/29/2012 066402	9257	258706 60	EZ GO TEXTRON	3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	INVESTMENT ACCOUNT	TAG/REF#	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	REMA LIFE	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
559257 / E-Z GO GOLF CART	50500001670000																	
P 2782232	505																	3865.00
559258 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED	9258													
151467 12/15/2011	GOLF COURSE			2/29/2012														3865.00
P 2782233	50510005199902			066402														3865.00
50500001670000	505																	3865.00
559259 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED	9259													
151467 12/15/2011	GOLF COURSE			2/29/2012														3865.00
P 2782234	50510005199902			066402														3865.00
50500001670000	505																	3865.00
559260 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED	9260													
151467 12/15/2011	GOLF COURSE			2/29/2012														3865.00
P 2782235	50510005199902			066402														3865.00
50500001670000	505																	3865.00
559261 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED	9261													
151467 12/15/2011	GOLF COURSE			2/29/2012														3865.00
P 2782236	50510005199902			066402														3865.00
50500001670000	505																	3865.00
559262 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED	9262													
151467 12/15/2011	GOLF COURSE			2/29/2012														3865.00
P 2782237	50510005199902			066402														3865.00
50500001670000	505																	3865.00
559263 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED	9263													
151467 12/15/2011	GOLF COURSE			2/29/2012														3865.00
P 2782238	50510005199902			066402														3865.00
50500001670000	505																	3865.00
559264 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED	9264													
151467 12/15/2011	GOLF COURSE			2/29/2012														3865.00
P 2782240	50510005199902			066402														3865.00
50500001670000	505																	3865.00

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559264 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9265	258706 60	EZ GO TEXTRON	3865.00
50500001660000	50510005199902			50500001670000		.00		3865.00
559266 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9266	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559267 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9267	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559268 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9268	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559269 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9269	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559270 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9270	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00
559271 / 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	2/29/2012 066402	9271	258706 60	EZ GO TEXTRON	3865.00
151467	50510005199902			50500001670000		.00		3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	TYPE	ACCT		PO NBR		PROJECT	YTD DEPR	LTD DEPR	
COM CODE	ASSET CLS	ASSET ACCOUNT	DEPR SOURCE	INVESTMENT ACCOUNT			BOOK VALUE		
559272 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9272	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559273 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9273	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559274 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9274	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559275 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9275	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559276 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9276	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559277 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9277	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559278 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9278	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00
559279 / 0000 / E-Z GO GOLF CART	12/15/2011	Y	P	PURCHASED 2/29/2012	9279	258706	EZ GO TEXTRON	.00	3865.00
151467	ACTIVE			066402		60	.00	.00	
P 50500001660000	ROLLING STOCK	50510005199902		N			.00	.00	3865.00

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
559279 / 151467 E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60			.00	3865.00	.00		3865.00
	50510005199902			066402						.00				.00
P 50500001660000	505			N		.00				.00	3865.00			3865.00
559280 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		3865.00
	50510005199902			066402						.00				.00
P 50500001660000	505			N		.00				.00	3865.00			3865.00
559281 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		3865.00
	50510005199902			066402						.00				.00
P 50500001660000	505			N		.00				.00	3865.00			3865.00
559282 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		3865.00
	50510005199902			066402						.00				.00
P 50500001660000	505			N		.00				.00	3865.00			3865.00
559283 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		3865.00
	50510005199902			066402						.00				.00
P 50500001660000	505			N		.00				.00	3865.00			3865.00
559284 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		3865.00
	50510005199902			066402						.00				.00
P 50500001660000	505			N		.00				.00	3865.00			3865.00
559285 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		3865.00
	50510005199902			066402						.00				.00
P 50500001660000	505			N		.00				.00	3865.00			3865.00
559286 / 151467 0000 / E-Z GO GOLF CART	10 00 519 GOLF COURSE	Y	P	PURCHASED 2/29/2012		0/00/0000	60	EZ GO TEXTRON		.00	3865.00	.00		3865.00
	50510005199902			066402						.00				.00
P 50500001660000	505			N		.00				.00	3865.00			3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / STATUS	DEPR EXP ACCT	ACCT		PO NBR	PRICE	REMA LIFE	INS COVERAGE	CAPITAL COST
COM CODE	ACCUM DEPR ACCT	FUNDING SOURCE		INVESTMENT ACCOUNT		PROJECT	YTD DEPR	LTD DEPR
ASSET ACCOUNT							BOOK VALUE	
559286	E-Z GO GOLF CART			2/29/2012	0/00/0000			.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559287	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	3865.00
151467	12/15/2011	Y	P	PURCHASED		60		.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559288	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	3865.00
151467	12/15/2011	Y	P	PURCHASED		60		.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559289	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	3865.00
151467	12/15/2011	Y	P	PURCHASED		60		.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559290	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	3865.00
151467	12/15/2011	Y	P	PURCHASED		60		.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559291	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	3865.00
151467	12/15/2011	Y	P	PURCHASED		60		.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559292	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	3865.00
151467	12/15/2011	Y	P	PURCHASED		60		.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559293	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	3865.00
151467	12/15/2011	Y	P	PURCHASED		60		.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION																	TAG/REF#				VENDOR NBR				PAGE			
ASSIGNED: DEPR CALC ACQUISITION: DISPOSAL: VENDOR NBR																	INS COVERAGE				PURCHASE COST							
CHECK NBR CHECK DATE																	METHOD DATE				LIFE				CAPITAL COST			
MANUFACT STATUS																	DATE				PROJECT				LTD DEPR			
COM CODE TYPE																	PO NBR				DEER VALUE				BOOK VALUE			
ASSET CLS SERIAL NUMBER																	NEW/USED				YTD DEPR							
ASSET ACCOUNT																	INVESTMENT ACCOUNT											
559293 / E-Z GO GOLF CART																	066402				.00				.00			
P 2782270																	N								3865.00			
505000001660000																												
559294 / 0000 / E-Z GO GOLF CART																	9294				258706				EZ GO TEXTRON			
151467 / 12/15/2011																	PURCHASED				60				.00			
ACTIVE																	2/29/2012								.00			
ROLLING STOCK																	066402				.00				3865.00			
P 2782271																	N											
505000001660000																												
559295 / 0000 / E-Z GO GOLF CART																	9295				258706				EZ GO TEXTRON			
151467 / 12/15/2011																	PURCHASED				60				.00			
ACTIVE																	2/29/2012								.00			
ROLLING STOCK																	066402				.00				3865.00			
P 2782272																	N											
505000001660000																												
559296 / 0000 / E-Z GO GOLF CART																	9296				258706				EZ GO TEXTRON			
151467 / 12/15/2011																	PURCHASED				60				.00			
ACTIVE																	2/29/2012								.00			
ROLLING STOCK																	066402				.00				3865.00			
P 2782276																	N											
505000001660000																												
559297 / 0000 / E-Z GO GOLF CART																	9297				258706				EZ GO TEXTRON			
151467 / 12/15/2011																	PURCHASED				60				.00			
ACTIVE																	2/29/2012								.00			
ROLLING STOCK																	066402				.00				3865.00			
P 2782277																	N											
505000001660000																												
559298 / 0000 / E-Z GO GOLF CART																	9298				258706				EZ GO TEXTRON			
151467 / 12/15/2011																	PURCHASED				60				.00			
ACTIVE																	2/29/2012								.00			
ROLLING STOCK																	066402				.00				3865.00			
P 2782278																	N											
505000001660000																												
559299 / 0000 / E-Z GO GOLF CART																	9299				258706				EZ GO TEXTRON			
151467 / 12/15/2011																	PURCHASED				60				.00			
ACTIVE																	2/29/2012								.00			
ROLLING STOCK																	066402				.00				3865.00			
P 2782279																	N											
505000001660000																												
559300 / 0000 / E-Z GO GOLF CART																	9300				258706				EZ GO TEXTRON			
151467 / 12/15/2011																	PURCHASED				60				.00			
ACTIVE																	2/29/2012								.00			
ROLLING STOCK																	066402				.00				3865.00			
P 2782279																	N											
505000001660000																												

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NER LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559300 E-Z GO GOLF CART	505000001670000							
P 505000001660000	505							3865.00
559301 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9301	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 505000001660000	505000001670000					.00		3865.00
559302 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9302	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 505000001660000	505000001670000					.00		3865.00
559303 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9303	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 505000001660000	505000001670000					.00		3865.00
559304 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9304	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 505000001660000	505000001670000					.00		3865.00
559305 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012 066402	9305	258706 60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902							.00
P 505000001660000	505000001670000					.00		3865.00
ASSET TYPE RS	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	120 ASSETS	26,364.00	919,144.69	
				NON-DEPRECIABLE:	0 ASSETS	55,741.54	530,207.73	
							388,936.96	
						.00	.00	.00
						.00	.00	.00
						.00	.00	.00

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			DATE	PROJECT	YTD DEPR	LTD DEPR
COM CODE	DEPR EXP ACCT			PO NBR			BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED			
ASSET ACCOUNT	FUNDING SOURCE			METHOD			
				DATE			
				PRICE			
				INVESTMENT ACCOUNT			

TOTAL: 120 ASSETS 26,364.00 919,144.69
55,741.54 530,207.73
388,936.96

ASSET REGISTER
BY ASSET TYPE

				INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	120 ASSETS	919,144.69
					530,207.73
					388,936.96
			NON-DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
					.00
		TOTAL:		120 ASSETS	919,144.69
					530,207.73
					388,936.96
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
			NON-DEPRECIABLE:	0 ASSETS	.00
					.00
					.00
		TOTAL:		0 ASSETS	.00
					.00
					.00

SELECTION CRITERIA:

TYPE - CE

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	1 ASSETS	INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
					.00	480.00
					.00	.00
					.00	480.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	1 ASSETS	.00	480.00
					.00	.00
					.00	480.00
					.00	.00
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	0 ASSETS	.00	.00
					.00	.00
					.00	.00

Golf Club at Cypress Head [202067]
Net Book Value - Depreciation

Sorted: General - category

10/01/2011 - 09/30/2012

System No.	Asset Balances			Reductions				Net Book Value				
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus		Other Reductions	Deletion Reductions	Total Reductions	
Buildings and Improvements												
2 Roll Up Doors	2,150.00	0.00	0.00	2,150.00	943.50	SL	40.00	N/A	100.00	0.00	997.25	1,152.75
13 Pro Shop Office	2,050.00	0.00	0.00	2,050.00	845.50	SL	40.00	N/A	100.00	0.00	896.75	1,153.25
14 18 Tee Signs	7,919.18	0.00	0.00	7,919.18	7,919.18	SL	7.00	N/A	100.00	0.00	7,919.18	0.00
16 11 Ball washers	3,385.15	0.00	0.00	3,385.15	3,385.15	SL	5.00	N/A	100.00	0.00	3,385.15	0.00
17 Range Lights	5,300.00	0.00	0.00	5,300.00	4,542.84	SL	7.00	N/A	100.00	0.00	5,300.00	0.00
20 Pump	2,450.00	0.00	0.00	2,450.00	2,100.00	SL	7.00	N/A	100.00	0.00	2,450.00	0.00
22 Range Lights	1,293.25	0.00	0.00	1,293.25	1,108.50	SL	7.00	N/A	100.00	0.00	1,293.25	0.00
25 Park Benches	1,739.18	0.00	0.00	1,739.18	1,490.70	SL	20.00	N/A	100.00	0.00	1,739.18	0.00
27 Side Walks	2,736.60	0.00	0.00	2,736.60	820.98	SL	40.00	N/A	100.00	0.00	957.81	1,778.79
31 Plants Trees Parking Lot	3,875.00	0.00	0.00	3,875.00	581.28	SL	20.00	N/A	100.00	0.00	678.16	3,196.84
33 Duct Smoke detectors	1,574.32	0.00	0.00	1,574.32	472.32	SL	7.00	N/A	100.00	0.00	551.04	1,023.28
34 Restaurant Lights	1,149.72	0.00	0.00	1,149.72	698.06	SL	20.00	N/A	100.00	0.00	862.31	287.41
38 Rest. & Pro Shop Entrances	4,584.00	0.00	0.00	4,584.00	1,069.60	SL	40.00	N/A	100.00	0.00	1,298.80	3,285.20
39 Restaurant Banquet Rm Enclosure	7,250.00	0.00	0.00	7,250.00	860.94	SL	20.00	N/A	100.00	0.00	1,042.19	6,207.81
40 Cart Pathway Pavers	9,367.00	0.00	0.00	9,367.00	1,951.46	SL	20.00	N/A	100.00	0.00	2,419.81	6,947.19
43 Golf Course Drains	8,011.36	0.00	0.00	8,011.36	1,669.04	SL	20.00	N/A	100.00	0.00	2,069.61	5,941.75
44 Subtotal Buildings and Improvements	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44	0.00	0.00	0.00	0.00	33,860.49	30,974.27
Less dispositions and exchanges:												
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net total: Buildings and Improvements	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44	0.00	0.00	0.00	0.00	33,860.49	30,974.27
Furniture and Fixtures												
7 Furniture and Fixtures	749.00	0.00	0.00	749.00	749.00	SL	7.00	N/A	100.00	0.00	749.00	0.00
EXHIBIT "C"												

Sorted: General - category

10/01/2011 - 09/30/2012

System No.	Asset Balances				Reductions				Total Reductions	Net Book Value		
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions				
Furniture and Fixtures												
Ball Washer	1,537.00	0.00	0.00	1,537.00	1,537.00	0.00	SL	N/A	100.00	0.00	1,537.00	0.00
8 Scoreboards	3,338.00	0.00	0.00	3,338.00	3,338.00	0.00	SL	N/A	100.00	0.00	3,338.00	0.00
9 Podium with Loudspeaker	866.00	0.00	866.00	0.00	866.00	0.00	SL	N/A	100.00	0.00	0.00	0.00
10 Bryant A/C	2,100.00	0.00	0.00	2,100.00	2,100.00	0.00	SL	N/A	100.00	0.00	2,100.00	0.00
11 Projection TV	2,575.00	0.00	0.00	2,575.00	2,575.00	0.00	SL	N/A	100.00	0.00	2,575.00	0.00
12 Water cooler (6)	1,763.00	0.00	0.00	1,763.00	1,763.00	0.00	SL	N/A	100.00	0.00	1,763.00	0.00
15 13 Water Coolers	678.41	0.00	0.00	678.41	678.41	0.00	SL	N/A	100.00	0.00	678.41	0.00
18 620 gallon Litter Baskets	950.68	0.00	0.00	950.68	950.68	0.00	SL	N/A	100.00	0.00	950.68	0.00
19 Bar Stools	1,090.20	0.00	0.00	1,090.20	934.44	155.76	SL	N/A	100.00	0.00	1,090.20	0.00
23 Freezer	1,485.67	0.00	0.00	1,485.67	1,273.44	212.23	SL	N/A	100.00	0.00	1,485.67	0.00
24 Restroom Fans	1,197.06	0.00	0.00	1,197.06	1,026.06	171.00	SL	N/A	100.00	0.00	1,197.06	0.00
26 Ansul Kitchen System	1,602.83	0.00	0.00	1,602.83	1,373.88	228.95	SL	N/A	100.00	0.00	1,602.83	0.00
30 Kitchen Steamer	3,308.60	0.00	0.00	3,308.60	2,126.97	472.66	SL	N/A	100.00	0.00	2,599.63	708.97
35 Hosiya Ice Machine	2,480.00	0.00	0.00	2,480.00	1,623.83	354.29	SL	N/A	100.00	0.00	1,978.12	501.88
36 FD100 Credit Card Machine	1,429.05	0.00	1,429.05	0.00	867.64	0.00	SL	N/A	100.00	0.00	0.00	0.00
37 Rest. Mats for New Carpet	503.00	0.00	0.00	503.00	341.33	71.86	SL	N/A	100.00	0.00	413.19	89.81
41 Trash Receptacles	1,266.00	0.00	0.00	1,266.00	723.44	180.86	SL	N/A	100.00	0.00	904.30	361.70
42 Subtotal: Furniture and Fixtures	28,919.50	0.00	2,295.05	26,624.45	24,848.12	1,847.61	0.00	0.00	1,733.64	24,962.09	1,662.36	
Less dispositions and exchanges:												
	2,295.05	0.00	2,295.05	0.00	1,733.64	0.00	0.00	0.00	1,733.64	0.00	0.00	0.00
Net for: Furniture and Fixtures	26,624.45	0.00	0.00	26,624.45	23,114.48	1,847.61	0.00	0.00	0.00	24,962.09	1,662.36	

EXHIBIT "C"

Net Book Value - Depreciation

Sorted: General - category

Financial

10/01/2011 - 09/30/2012

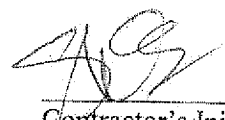
System No.	Asset Balances			Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Reductions			Total Reductions	Net Book Value
	Beginning Balance	Additions	Deletions					Other Reductions	Deletion Reductions	Reductions		
Machinery and Equipment												
1	543.00	0.00	0.00	543.00	543.00	0.00	0.00	0.00	0.00	0.00	543.00	0.00
Jacobson Pump						SL	7.00	N/A	100.00	D		
2	656.00	0.00	656.00	0.00	656.00	0.00	0.00	0.00	0.00	656.00	0.00	0.00
Taatic 550 Eager						SL	7.00	N/A	100.00			
3	603.00	0.00	0.00	603.00	603.00	0.00	0.00	0.00	0.00	0.00	603.00	0.00
Senior Golf BxHt Picker						SL	7.00	N/A	100.00			
4	1,712.00	0.00	0.00	1,712.00	1,712.00	0.00	0.00	0.00	0.00	0.00	1,712.00	0.00
AG Gear Box						SL	7.00	N/A	100.00	D		
5	697.00	0.00	697.00	0.00	697.00	0.00	0.00	0.00	0.00	697.00	0.00	0.00
Jacobson Engine						SL	7.00	N/A	100.00	D		
6	1,034.00	0.00	1,034.00	0.00	1,034.00	0.00	0.00	0.00	0.00	1,034.00	0.00	0.00
Compressors						SL	7.00	N/A	100.00			
21	2,980.00	0.00	0.00	2,980.00	2,554.26	425.74	0.00	0.00	0.00	0.00	2,980.00	0.00
AC compressors						SL	10.00	N/A	100.00			
28	3,023.54	0.00	0.00	3,023.54	1,814.10	302.35	0.00	0.00	0.00	0.00	2,116.45	907.09
AC Slabs						SL	20.00	N/A	100.00			
29	5,550.40	0.00	0.00	5,550.40	1,665.12	277.52	0.00	0.00	0.00	0.00	1,942.64	3,607.76
Garage door						SL	20.00	N/A	100.00			
32	3,300.00	0.00	0.00	3,300.00	990.00	165.00	0.00	0.00	0.00	0.00	1,155.00	2,145.00
Capital Lease - Ricoh Copier MP161						SL	2.50	N/A	100.00			
45	1,298.00	0.00	0.00	1,298.00	778.80	0.00	0.00	0.00	0.00	0.00	778.80	519.20
Subtotal:	21,396.94	0.00	2,387.00	19,009.94	13,047.28	1,170.61	0.00	0.00	2,387.00	0.00	11,830.89	7,179.05
Machinery and Equipment												
Less dispositions and exchanges:												
	2,387.00	0.00	2,387.00	0.00	2,387.00	0.00	0.00	0.00	0.00	2,387.00	0.00	0.00
Net for:	19,009.94	0.00	0.00	19,009.94	10,660.28	1,170.61	0.00	0.00	0.00	0.00	11,830.89	7,179.05
Machinery and Equipment												
Subtotal:	115,151.20	0.00	4,682.05	110,469.15	68,354.45	6,419.66	0.00	0.00	4,120.64	0.00	70,653.47	39,815.68
Less dispositions and exchanges:												
	4,682.05	0.00	4,682.05	0.00	4,120.64	0.00	0.00	0.00	4,120.64	0.00	0.00	0.00
Grand Totals:	110,469.15	0.00	0.00	110,469.15	64,233.81	6,419.66	0.00	0.00	0.00	0.00	70,653.47	39,815.68

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

**CONTRACT ADDENDUM NO. 1 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 1 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to renovate the golf course during the term of the Agreement; and

WHEREAS, the Contractor's management services, previously bargained for in the Agreement, will be significantly reduced while the golf course is closed for renovations; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities; and

WHEREAS, the City deems it necessary to modify the budgeted expenses authorized during temporary golf course closure for renovation.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to temporarily reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement during each of the following months during calendar year 2015: May, June, July, August, September and October (the "Renovation Period") by fifty percent (50%). Beginning with November, 2015, payment of the monthly Fixed Management Fee in accordance with Section 3.A of the Agreement shall resume.
3. In addition to the day-to-day maintenance obligations set forth in the Agreement, Contractor shall be responsible for overseeing the course renovations as described in Bid #15-19 of the City of Port Orange.
4. The City hereby adopts the attached modified budget (Exhibit "A") to serve as the budget of expenses at the golf course during the six (6) month Renovation Period. In the event that the Contractor faces an unanticipated expenditure that is reasonable and necessary to carry out the provisions of this Contract Addendum or the Agreement, Contractor shall obtain prior written authorization from City Council prior to incurring the expense.
5. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
6. This Contract Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract Addendum shall be deemed valid as if an original signature was delivered. No

contract shall be formed between Contractor and the City until the City signs this Contract Addendum.

7. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

Witnesses:

KEMPER SPORTS MANAGEMENT, INC.

Tracy Tobin
Printed Name: Tracy Tobin

By: [Signature]
Printed Name: STEVEN K. SKINNER
Title: C.E.O.

Maggie Linke
Printed Name: MAGGIE LINKE

Date: 4/27/15

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate

Printed Name: Barbara J. Abbate

By:

Allen Green
Allen Green, Mayor

Margaret T. Roberts

Printed Name: Margaret T. Roberts

Date: April 28, 2015

Witnesses:

ATTEST:

Barbara J. Abbate

Printed Name: Barbara J. Abbate

By:

Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Paul H. London

Printed Name: Paul H. London

Date:

4/28/15

[CA #3883]

Contract Addendum Exhibit "A"

[illegible]

G&A							
G&A Salary GM/Controller	7,751	7,751	7,751	7,751	7,751	7,751	46,504
Payroll Benefits	1,931	1,931	1,931	1,931	1,931	1,931	11,586
Payroll - FICA	593	593	593	593	593	593	3,558
Payroll - U.C.	25	25	25	25	25	25	150
Payroll - W.C.	167	167	167	167	167	167	1,000
Payroll Expense	10,466	10,466	10,466	10,466	10,466	10,466	62,798
Office Supplies	50	50	50	50	50	50	299
Alarm System	90	90	90	90	90	90	540
Computer Service	235	235	235	235	235	235	1,409
Pest Control Quarterly payment	-	285	-	-	285	-	570
Off-Site Storage	157	157	157	157	157	157	942
Utilities - Other	1,000	1,000	1,000	1,000	1,000	2,550	7,550
Utilities - Telephone/Fax	141	121	107	100	101	150	720
Bank Charges	189	188	187	198	190	137	1,089
Cell Phone	175	175	175	175	175	175	1,050
Copier/Photocopies	35	35	35	35	35	35	210
Credit Card Discounts	75	75	75	75	75	75	450
Dues & Subscriptions	-	421	-	-	40	75	536
Insurance Expense	3,569	3,453	3,733	3,733	3,733	3,317	21,537
Payroll Processing Fee	146	167	198	131	122	250	1,013
Postage/Shipping	65	65	65	65	65	65	390
Tax/Licenses/Fees	-	-	-	38	45	-	83
Travel - Other	586	144	481	1,368	418	450	3,446
Operating Expenses	6,512	6,661	6,587	7,449	6,814	7,811	41,835
F&B Department							
Salary/Hourly 1/2 month prior to open	-	-	-	-	-	6,500	6,500
Payroll Benefits	-	-	-	-	-	1,100	1,100
Payroll - FICA	-	-	-	-	-	500	500
Payroll - U.C.	-	-	-	-	-	50	50
Payroll - W.C.	-	-	-	-	-	167	167
Payroll Expense	-	-	-	-	-	8,317	8,317
Sales & Marketing Department							
Salary	1,950	1,695	1,695	3,060	3,060	3,060	14,520
Payroll Benefits	185	-	-	375	375	375	1,309
Payroll - FICA	125	-	-	234	234	234	827
Payroll - U.C.	8	-	-	8	8	8	31
Payroll - W.C.	35	-	-	65	65	65	230
Payroll Expense	2,303	1,695	1,695	3,741	3,741	3,741	16,916
Adv/Promo - Mktg/Bus Dev	1,031	700	700	7,500	10,000	15,000	34,931
Website Expense	-	2,100	-	-	-	-	2,100
Operating Expenses	1,031	2,800	700	7,500	10,000	15,000	37,031
Facility Totals							
Monthly Payroll Total	36,857	36,249	36,249	38,295	38,295	51,962	237,907
Monthly Expenses Total	25,272	26,183	26,109	35,491	37,536	50,470	201,061
Monthly Management Fees	0	0	0	7370	7370	7591	22,331
Monthly Total	62,129	62,432	62,358	81,156	83,201	110,023	461,299
Monthly Revenue							18,000
Proj. Soft Costs	59,129	59,432	59,358	78,156	80,201	107,023	443,299
*Cart Lease Payments - city payment to city	6,032	6,032	6,032	6,032	6,032	6,032	36,192

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. Kemper Sports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility.

**CONTRACT ADDENDUM NO. 2 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 2 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to lease the Cypress Head restaurant and banquet facility to a professional restaurateur; and

WHEREAS, the Contractor has expressly authorized the City to explore all options regarding a potential lease of the restaurant and banquet facility; and

WHEREAS, with the permission of the Contractor, the City has prepared RFP 15-29 in which the City will seek proposals from prospective restaurateurs interested in leasing the restaurant and banquet facility; and

WHEREAS, the Contractor's food and beverage ("F&B") management services, previously bargained for in the Agreement, will no longer be needed if the City successfully secures a restaurateur; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

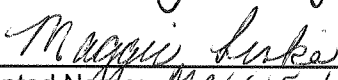
1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement by twenty-four percent (24%) beginning November 1, 2015. Said reduction, once implemented, shall remain in effect for the remainder of the Agreement term, and any renewal term thereafter, unless otherwise modified as provided for herein. Upon execution of this Agreement by the Parties, Contractor shall no longer be responsible for the F&B management services as set forth in the Agreement. However, Contractor shall continue to advertise and market the golf course, golf tournaments, and other special events (i.e. weddings, banquets, private parties, etc.) which may include the use of the banquet facility, and shall maintain the master schedule of special events held within the banquet facility for calendaring purposes.
3. The City shall have the option, at its sole discretion, to re-engage the Contractor for F&B management services at the originally agreed upon Fixed Management Fee at any time during the term of the Agreement, upon ten (10) days written notice from the City to the Contractor.

4. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
5. This Contract Addendum may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract Addendum shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract Addendum.
6. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

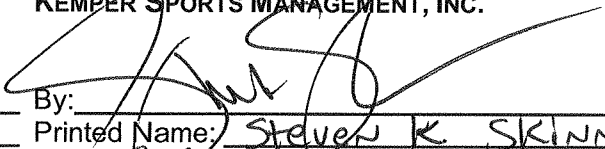
Witnesses:


Printed Name: Tracy Tobin


Printed Name: MAGGIE LINKE

CONTRACTOR:

KEMPER SPORTS MANAGEMENT, INC.

By: 

Printed Name: STEVEN K SKINNER

Title: C.E.O.

Date: 8/31/15

Witnesses:

CITY OF PORT ORANGE

Frances Gosnell

Printed Name: Frances Gosnell

By:

Allen Green
Allen Green, Mayor

Alyssa A Walker

Printed Name: Alyssa A Walker

Date:

9-9-15

Witnesses:

ATTEST:

Frances Gosnell

Printed Name: Frances Gosnell

By:

Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

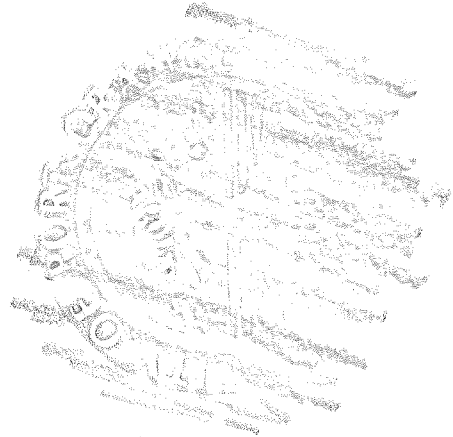
Alyssa A Walker

Printed Name: Alyssa A Walker

Date:

9-9-15

[CA #4941}





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: Yes

SUBJECT: (B7d) Approval of Service Contract with Halifax Humane Society

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve renewal of contract with the Halifax Humane Society for the period of October 1, 2017 through September 30, 2018, subject to appropriation through adoption of the FY18 budget, and authorize the Mayor and City Clerk to execute all necessary contract documents.

SUMMARY: The service contract with Halifax Humane Society provides care, treatment, impound and disposal of animals picked up in the City of Port Orange. The contract establishes fees charged for impoundment, redemption and billing procedures. There are no fee increases in the new contract. The Police Department has budgeted \$65,000 for their services in fiscal year 2018. Funding is contingent upon approval of the FY2018 budget.

Project No.: Funding Account No.: 001-3200-xxx-3

ATTACHMENTS:

1.	Halifax Humane Society	Halifax Humane 2018.pdf
----	------------------------	-------------------------

Debbie Grabowski	Created/Initiated - 06/21/2017
William Proctor	Approved - 07/07/2017
Thomas Grimaldi	Approved - 07/17/2017
Tracey Riehm	Approved - 07/27/2017
Margaret Roberts	Approved - 07/27/2017
Jake Johansson	Approved - 07/27/2017
Robin Fenwick	Final Approval - 07/27/2017

AGREEMENT FOR SERVICES BETWEEN
Halifax Humane Society, Inc.
AND
The City of Port Orange

This Services Agreement ("Agreement") is hereby entered into by and between the **Halifax Humane Society, Inc.**, a Florida non-profit corporation, with its principal address at 2364 West LPGA Boulevard, Daytona Beach, Florida 32124 ("Humane Society"), and the **City of Port Orange**, a Florida municipal corporation.

WHEREAS, in order to enforce the ordinances of the City of Port Orange and the laws of the State of Florida with respect to stray animals, the City of Port Orange desires to deliver stray animals to the Humane Society for the humane impoundment and humane disposition of said animals; and

WHEREAS, the Humane Society is organized for the purpose, among others, of preventing cruelty to animals and is interested in assuring that impounded animals are sheltered in a humane manner and those which must be destroyed, be so destroyed in a humane manner.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and provisions herein contained, it is expressly agreed and understood as follows:

1. **TERM:** This Agreement will take effect on the 1st day of October 2017, and will remain in full force and effect for a twelve (12) month period ending on midnight between September 30, 2018 and October 1, 2018.

2. **ANIMAL SHELTER:**

(a) The Humane Society will maintain and operate an animal shelter ("Shelter") in a manner adequate for the confinement, remedial treatment, and, if necessary, disposal of stray dogs, cats, or other animals, which may be delivered to the Humane Society from all areas within the City of Port Orange, and the Humane Society will furnish, at its sole expense, all supervision, labor, animal food, tools, supplies and other things necessary for the satisfactory performance of the services herein agreed to be provided. Remedial care will be provided for injured animals during operating hours when there is a staff veterinarian available, at the Humane Society's sole expense. The Shelter will be operated at 2364 LPGA Blvd., Daytona Beach, Florida.

(b) The Humane Society will provide means to accept all stray dogs, cats, and other domesticated animals delivered to the Shelter by the City of Port Orange's law enforcement personnel, Animal Control Officers, or other designated officers appointed by the City of Port Orange for this purpose. The Humane Society will

accept wild animals and livestock only if it has the ability and facilities to impound and control these animals, and the decision to accept or reject such animals will be solely within the discretion of the Humane Society. The Humane Society will require all persons who drop off or report injured or stray animals to the Shelter during the Shelter's normal operating hours to give their names and current home and post office addresses and identify the place where the animals involved were located or picked up.

- (c) When the City of Port Orange delivers an animal to the Shelter for impoundment and such animal bears information indicating ownership of the animal, the Humane Society, within one (1) working day after receipt of such animal, will use its best efforts to notify the owner thereof and inform the owner of the procedure whereby the owner can recover the animal. Regardless of the foregoing, any animal suspected of being infected with rabies or which has bitten or otherwise exposed any person to rabies, shall not be released to its owner until after such animal has been impounded for a period of ten (10) days and the Volusia County Health Department, through its authorized representatives, has expressly approved, in writing, any such release. When a stray dog or cat is delivered to the Shelter and is not suspected of having rabies or has not bitten or otherwise exposed any person to rabies, the Humane Society will impound the animal at the City of Port Orange's expense for a period of three (3) calendar days. If the owner has not retrieved the animal within such three (3) day period, the Humane Society will thereafter provide for the adoption or humane disposal of the animal in accordance with its routine methods and procedures.

3. **BILLING & PAYMENT:**

- (a) The Humane Society shall bill the City of Port Orange pursuant to Paragraph 3(b), as applicable, for:
 - (i) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal, wild animal, or quarantined/confiscated animal delivered to the Shelter by either the City of Port Orange's Police or Animal Control Officers;
 - (ii) each dog or cat, domesticated animal, injured animal, deceased animal, livestock animal or wild animal emanating from within the City of Port Orange and delivered to the Shelter by a private citizen; and
 - (iii) each dog or cat, domesticated animal, injured animal or deceased animal picked up by the Humane Society within the City of Port Orange.
- (b) In consideration of the agreements and undertakings to be performed by the Humane Society, the City of Port Orange agrees to pay the following applicable

fee(s) per animal to the Humane Society on a monthly basis, in arrears:

Type of Animal	Fee
Dog or cat	
1st day of impoundment	\$46.00
2nd day of impoundment	\$21.00
3rd day of impoundment	\$21.00
Other domesticated animal	\$35.00
Livestock animal	\$80.00
Wild animal (Euthanasia)	\$35.00
Deceased on arrival (Disposal)	\$15.00
Quarantined animal (e.g., Rabies)	\$160.00 (or \$16.00pd) (10 day maximum stay)
Confiscated animal	\$46.00 for the 1st day of impoundment plus \$21.00 for each additional day of impoundment

(c) Payment must be made to the Humane Society within forty-five (45) days of the date of a proper invoice, as required by the Florida Local Government Prompt Payment Act (Part VII, Chapter 218, Florida Statutes) (the "Prompt Payment Act"). As provided by the Prompt Payment Act, any payment that is not made by the City of Port Orange within such time period shall bear interest from thirty (30) days after the due date at a rate of one percent (1%) per month on the unpaid balance until paid in full. If the City of Port Orange has a dispute about a charge on its invoice, it must contact the Humane Society's Director of Administrative Services at 386-274-4703, extension 315, within fifteen (15) days of the date of the invoice.

(d) The Humane Society will submit to the City of Port Orange, with its monthly invoice,

a list of all pick up addresses of stray animals charged to the City of Port Orange's account for animals that were not impounded by a City of Port Orange Animal Control Officer, the names and addresses of all persons claiming any stray animals that are dropped off at the Shelter during normal operating hours, and, if known, the names and addresses of all persons claiming stray animals that are dropped off at the Shelter after-hours.

- (e) In the event an owner pays any fees or charges to reclaim its animal, the City of Port Orange shall be credited to the extent any such fees or charges are paid.

4. **RABIES QUARANTINE:** The Humane Society will provide space for the confinement, observation and care of any stray animal suspected of rabies, or any stray animal which has bitten or otherwise exposed any person to rabies for a period of ten (10) days and will accept, care for and dispose of any such animal delivered to the Shelter. The Humane Society will notify the Volusia County Health Department of any rabies specimen animal that dies during the ten (10) day impoundment period, and will allow the Volusia County Health Department the opportunity to take custody of the remains of any such animal that becomes ill or dies while under confinement for such reasons. The City of Port Orange shall pay the applicable charges for quarantine service pursuant to Section 3(b) of this Agreement.

5. **CONFISCATED ANIMALS:** The Humane Society will agree to accept confiscated animals as strays or accept said animals as "confiscated" only when the provisions of Section 828.073, Florida Statutes are satisfied (*i.e.*, pursuant to a Court order after petition and hearing). The City of Port Orange shall be responsible for all charges and expenses incurred in confiscating an animal pursuant to § 828.073, Fla. Stat. The appropriate paperwork must be submitted by the seizing agent to the Humane Society within three (3) business days of impounding the confiscated animal. Failure to comply with this requirement will result in "confiscated" animals being deemed "stray" animals, at which point care of the animal will be charged to the City of Port Orange at the default "stray" rates provided in Section 3(b) of this Agreement.

6. **DANGEROUS DOG LAW:** Pursuant to Sections 767.12 and 767.13, Florida Statutes, it will be the sole responsibility of the City of Port Orange's animal control authority to determine whether a dog is dangerous and to submit to the Humane Society the necessary paperwork as required by the applicable statutes. If quarantine is necessary, a dog quarantined pursuant to Sections 767.12 and 767.13, Florida Statutes, may be quarantined for ten (10) business days at a bona fide boarding kennel or veterinarian's office of the seizing agent's or owner's choice. Otherwise, the Humane Society will quarantine all dogs that the City of Port Orange's animal control authority determines to be dangerous for a maximum of ten (10) business days. The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement. If the owner of the dog is unknown by the end of the quarantine period, the City of Port Orange may request that euthanasia be performed by the Humane Society when it is the City of Port Orange's belief that the dog poses a threat to public safety.

7. **CONFISCATED ANIMALS - OWNER OF ANIMAL IS IN CUSTODY / DECEASED / HOSPITALIZED:** All animals whose owners are in police custody, deceased or hospitalized may be placed in a bona fide boarding kennel or veterinary clinic at the owner's expense. The Humane Society will accept any such animals that are seized or taken by the City of Port Orange. The City of Port Orange shall pay the applicable charges for such service (*i.e.*, "Confiscated Animal") pursuant to Section 3(b) of this Agreement.

8. **CONFISCATED ANIMALS DUE TO OWNER EVICTION:** Animals seized by the City of Port Orange as a result of an owner eviction will be held by the Humane Society for the time period necessary to attempt to contact the owner by certified mail. Upon receipt of the certified mail, the owner will be afforded an additional three (3) days to reclaim his/her animal(s), and, if the owner reclaims the animal(s), he/she will be responsible for all charges, as provided in Section 3(b), from the date of seizure. If not reclaimed by the owner, all charges accruing pursuant to Section 3(b) will be paid by the City of Port Orange.

As the impounding agency, if the City of Port Orange chooses not to have the Humane Society hold the animal for the entire reclamation period referenced above, the City of Port Orange may submit the animal to the Humane Society as a "stray," in which case the animal will be held for three (3) days prior to disposition. The City of Port Orange agrees to fully indemnify the Humane Society for any and all claims that may arise as a result of the City of Port Orange's decision to submit the animal as a "stray." The City of Port Orange shall pay the applicable charges for such service pursuant to Section 3(b) of this Agreement.

9. **REMEDY IN THE EVENT OF BREACH:** In the event that the City of Port Orange fails to make timely payment to the Humane Society for services rendered pursuant to this Agreement, the Humane Society, in its sole discretion, may elect to terminate this Agreement and cease providing services to the City of Port Orange. If the Humane Society exercises this option, it will provide the City of Port Orange with thirty (30) days written notice of its decision to terminate the Agreement. The City of Port Orange will remain responsible for payment for all services rendered by the Humane Society prior to and during the thirty (30) day notice period. Upon expiration of the thirty (30) day notice period, the Humane Society will no longer provide any services to the City of Port Orange.

10. **WAIVER OF BREACH:** The waiver by the Humane Society or the City of Port Orange of any breach or violation of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement.

11. **SOVEREIGN IMMUNITY:** The City of Port Orange expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with §768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of immunity or limits of liability of the City of Port Orange beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the

cap on the amount and liability of the City of Port Orange for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Port Orange, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

12. PUBLIC RECORDS: The Humane Society acknowledges that in the course of performing its obligations under this Agreement, the Humane Society may generate, create, or otherwise come into possession of records, documents, electronic data, or other media that meet the definition of a “public record” as defined in Chapter 119, Florida Statutes (“Public Records Act”). With respect to such public records, the Humane Society acknowledges that the City of Port Orange and the Humane Society are required to comply with the Florida Constitution, and Chapter 119, Florida Statutes, in the handling of any such public records. To the extent practicable, the City of Port Orange agrees to notify the Humane Society of any public records request concerning the Humane Society or matters relating to the services provided under this Agreement and the Humane Society similarly agrees to notify the City of Port Orange of any public records request it receives concerning the City of Port Orange or matters relating to the services provided under this Agreement. If the City of Port Orange or Humane Society receives a request for public records that are in the possession or under the control of the Humane Society, the Humane Society agrees to promptly produce such records to the City of Port Orange upon request and at no charge or penalty to the City of Port Orange and further agrees to comply with all provisions of such Public Record Act as they may apply to the Humane Society. The City of Port Orange shall be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of any remedies recited herein shall not be interpreted to limit or otherwise restrict the City of Port Orange from seeking any other appropriate cause of action against or remedy from the Humane Society, whether in law or in equity, in the City of Port Orange’s enforcement of the requirements of this section.

13. MEDIATION: Any dispute arising from this Agreement, including, but not limited to, disputes over fees for services, will be mediated prior to a lawsuit being filed. Mediation will occur within sixty (60) days of written request by either party to mediate unless agreed to otherwise. The written request must be delivered in accordance with the provisions of Paragraph 18, below, of this Agreement. The cost of the mediator’s fee will be borne equally by the parties.

14. ATTORNEY’S FEES: Both parties agree to bear the cost of their own attorneys’ fees with respect to any disputes, lawsuits, or claims arising under this Agreement, except unless otherwise specifically allowed elsewhere in this Agreement or in the event of an action to recover amounts due under Part VII, Chapter 218, Florida Statutes, in which case, the court

shall award court costs and reasonable attorney's fees, including fees incurred through appeal, to the prevailing party.

15. **GOVERNING LAW AND VENUE:** The parties further agree that this Agreement will be governed by the laws of the State of Florida and that venue for any and all suits arising out of or otherwise attributable to this Agreement will lie exclusively in the courts of Volusia County, Florida, unless the matter at issue is solely cognizable in federal court, in which case, venue shall be in the Middle District of Florida, Orlando Division.

16. **SEVERABILITY:** If any provision of this Agreement or any part of any provision of this Agreement is found to be invalid by a court of competent jurisdiction, such will not affect the validity of any other provision, or part thereof, of this Agreement.

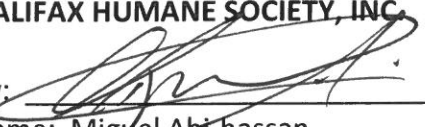
17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire and final understanding and agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements, or representations concerning all matters directly or indirectly, collaterally related to the subject matter of this Agreement.

18. **AMENDMENTS:** This Agreement cannot be amended or modified except by a writing executed by both of the parties hereto or their respective administrators, trustees, personal representatives and successors.

19. **NOTICES:** Any written notice required to be given under this Agreement is to be mailed by registered or certified mail, postage prepaid, to the party's business address or any other address designated for that purpose by written notice by either party to the other party.

IN WITNESS WHEREOF, the Humane Society and the City of Port Orange have executed this Agreement for Services between Halifax Humane Society Inc. and the City of Port Orange, effective on the date and year as set forth above.

HALIFAX HUMANE SOCIETY, INC.

By: 
Name: Miguel Abi-hassan
Title: Chief Executive Officer
Date: 5/23/17

ATTEST:

By: 
Name: Michelle Pari
Title: Chief Operating Officer
Date: 5/23/17

CITY OF PORT ORANGE

By: _____
Name: Don O. Burnette
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: Robin L. Fenwick
Title: City Clerk
Date: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: Yes

SUBJECT: (B7e) Approval of Addendum No. 13 to Quentin L. Hampton Associates, Inc. n/k/a Mead and Hunt, Inc. for Construction Engineering and Inspection (CEI) Services for the McDonald Road sidewalk project

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Addendum No. 13 to Mead and Hunt, Inc. pursuant to the merger with Quentin L. Hampton Associates, Inc. for Construction Engineering and Inspection (CEI) services for the McDonald Road sidewalk project in the amount of \$46,350; and to authorize the Mayor and City Clerk to sign execute the associated contract documents.

SUMMARY: The City has an existing continuing services contract with Quentin L. Hampton Associates, Inc. (QLHA) for inspection services. Addendum 13 is specifically for CEI of the McDonald Road sidewalk that will soon be under construction on the West side of McDonald Road from Sauls Street to Sixth Street. Pursuant to the LAP Agreement with FDOT the City must hire an FDOT pre-qualified consultant to perform CEI during construction. QLHA is FDOT pre-qualified and is eligible to perform CEI since the firm is not the engineer of record for the project.

Project No.: OMI019 Funding Account No.: 312-4300-541.63-97

ATTACHMENTS:

1.	Addendum No 13	Addendum No 13.pdf
2.	QLH McDonald CEI Proposal	McDonald Road CEI Services Proposal.pdf

Margaret Tomlinson
Wayne Clark
Tracey Riehm
Matthew Jones
Sandra Largent
Jake Johansson
Robin Fenwick

Created/Initiated - 06/28/2017
Approved - 06/28/2017
Approved - 07/07/2017
Approved - 07/26/2017
Approved - 07/26/2017
Approved - 07/27/2017
Final Approval - 07/27/2017

CONTRACT ADDENDUM NO. 13
Standard Contract for Services dated October 1, 2013
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
pursuant to merger with Quentin L. Hampton and Associates, Inc.

THIS Contract Addendum is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON AND ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated October 1, 2013, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Contract Addendum expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Construction Engineering and Inspection Services ("CEI") for the McDonald Road sidewalk project as more particularly described in the Scope of Services attached hereto and incorporated herein as Contract Addendum Exhibit "A."
3. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed Forty-Six Thousand, Three Hundred Fifty and 00/100 Dollars (\$46,350.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Addendum for the purposes herein expressed on the dates set forth below.

Witnesses:

MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON AND ASSOCIATES, INC.

By: _____
Printed Name: _____ Printed Name: _____
*If this Contract is signed by an individual not identified as the President of
the corporation in the records of the Florida Department of State, Division
of Corporations, please provide written authorization for that individual to
enter into contracts on behalf of the corporation.*
Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

EXHIBIT “A”

(Consisting of 5 pages)

**CITY OF PORT ORANGE
MCDONALD ROAD SIDEWALK – CEI SERVICES
SCOPE OF SERVICES**

1. GENERAL

- 1.1. This Task Order is in conformance with the Agreement for Engineering Services (“Agreement”) between the City of Port Orange (“CITY”) and Quentin L. Hampton Associates, Inc. (“QLH”).

2. BACKGROUND

- 2.1. The CITY has completed the design of approximately 2,500 LF of new 5 foot wide sidewalk along McDonald Road. The project extends from Sauls Street to 6th Street, which includes the area of Sugar Mill Elementary School. The project includes two (2) automated pedestrian crossing signs as well. Design is complete and the project will advertise for bid in July. The CITY was successful in acquiring FDOT Local Agency Program (LAP) funding for a portion of the project.
- 2.2. The CITY desires to contract with QLH to provide Construction Engineering and Inspection (CEI) services.

3. SCOPE OF WORK/SUB-TASKS

3.1. General

- 3.1.1. It shall be the responsibility of QLH to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- 3.1.2. Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.
- 3.1.3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

3.2 On-Site Inspection

- 3.2.1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- 3.2.2. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

- 3.2.3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with FDOT's procedures. QLH employees performing such services shall be qualified in accordance with FDOT's procedures.

3.3. Engineering Services

- 3.3.1. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, QLH is not liable to the CITY for failure of such parties to follow written direction issued by QLH.
- 3.3.2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.
- 3.3.3. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
 - 3.3.3.1. Schedule and attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.
 - 3.3.3.2. Verify that the Contractor is conducting inspections, preparing reports and monitoring all stormwater pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". QLH's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and FDOT's guidelines.
 - 3.3.3.3. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
 - 3.3.3.4. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

- 3.3.3.5. Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, CITY staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including CITY owned facilities.
- 3.3.3.6. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.
- 3.3.3.7. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.
- 3.3.3.8. Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- 3.3.3.9. The CITY will provide Public Information Services.
- 3.3.3.10. Coordinate with the Contractor to video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- 3.3.3.11. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.
 - 3.3.3.11.1. These photographs will be filed and maintained on QLH's computer using a Digital Photo Management system.
 - 3.3.3.11.2. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

3.4. Exclusions

- 3.4.1 All other work not described above is hereby excluded.

4. COMPENSATION

- 4.1. QLH proposes to complete the above stated work for an estimated fee of forty-six thousand three hundred fifty dollars and no/100 (\$46,350.00).
- 4.2. These fees are based on the attached estimated man hour schedule.
- 4.3. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

- 5.1. CEI Services to be conducted concurrently with construction.

**CITY OF PORT ORANGE
MCDONALD RD SIDEWALK
QLH ESTIMATED MANHOUR SCHEDULE**

Task Order Reference	Description	QLH Contract Positions / Equivalent FDOT CEI Positions Rates									Subconsultant / Allowance Items	Total Task (\$)
		CEI Senior Project Engineer	CEI Project Administrator/ Project Engineer	Engineer Intern	CEI Senior Inspector	CEI Inspector	CADD/ Computer Technician	CEI Resident Compliance Specialist	CEI Contract Support Specialist	CEI Secretary/ Clerk Typist		
3.1.	CEI	\$175.00	\$140.00	\$65.00	\$85.00	\$65.00	\$75.00	\$70.00	\$65.00	\$55.00		
3.1.	CEI											
3.1.	Engineering Services	22	22	9	0	0	16	0	9	18	\$ 600.00	\$ 10,890.00
3.2	Inspection	7	7	9	27	360	0	0	0	19		\$ 25,475.00
3.4 3.8	Compliance	7	7	0	0	0	0	54	0	0		\$ 5,965.00
	TOTAL ALL TASKS	36	36	18	27	360	16	54	9	36	\$ 600.00	\$ 46,330.00

Subconsultant/Allowance Breakdown:

Description	Amount
Printing/Reproduction	\$ 600.00
Total	\$ 600.00

Notes:

1. Construction contract duration is 190 days to substantial, 160 days to final
2. Estimated actual construction duration is 18 weeks.
3. Estimated hours based on construction duration and:
 - a. PM/SPE @ 2 hours per week
 - b. PE/PA @ 2 hours per week
 - c. EI @ 1 hour per week
 - d. CSSM @ 1.5 hours per week
 - e. CPRM @ 20 hours per week
 - f. CS/RCS @ 3 hours per week
 - g. S&B/CSS @ 0.5 hour per week
 - h. AS/S @ 2 hours per week
4. Project construction estimate is \$364K as of 5/12/17.



July 18, 2017

Larry Roberts, P.E.
Community Development Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: lroberts@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
MCDONALD ROAD SIDEWALK – CEI SERVICES
FPN 435500-1-58-01 / FAN D517-013-B**

Dear Larry,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this Construction Engineering and Inspection (CEI) services proposal for this project. The attached scope of services addresses the work activities we understand to be required. The scope includes construction phase services for sidewalk installation.

The attached scope of services is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Port Orange on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.



Kevin A. Lee, P.E.
Project Manager



David A. King, P.E.
Vice President

KAL/DAK:bf

Enclosures: Scope of Services
Estimated Manhour Schedule

cc: Project File
Billing File

**CITY OF PORT ORANGE
MCDONALD ROAD SIDEWALK – CEI SERVICES
SCOPE OF SERVICES**

1. GENERAL

- 1.1. This Task Order is in conformance with the Agreement for Engineering Services (“Agreement”) between the City of Port Orange (“CITY”) and Quentin L. Hampton Associates, Inc. (“QLH”).

2. BACKGROUND

- 2.1. The CITY has completed the design of approximately 2,500 LF of new 5 foot wide sidewalk along McDonald Road. The project extends from Sauls Street to 6th Street, which includes the area of Sugar Mill Elementary School. The project includes two (2) automated pedestrian crossing signs as well. Design is complete and the project will advertise for bid in July. The CITY was successful in acquiring FDOT Local Agency Program (LAP) funding for a portion of the project.
- 2.2. The CITY desires to contract with QLH to provide Construction Engineering and Inspection (CEI) services.

3. SCOPE OF WORK/SUB-TASKS

3.1. General

- 3.1.1. It shall be the responsibility of QLH to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- 3.1.2. Observe the Contractor’s work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.
- 3.1.3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

3.2 On-Site Inspection

- 3.2.1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- 3.2.2. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

- 3.2.3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with FDOT's procedures. QLH employees performing such services shall be qualified in accordance with FDOT's procedures.

3.3. Engineering Services

- 3.3.1. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, QLH is not liable to the CITY for failure of such parties to follow written direction issued by QLH.
- 3.3.2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.
- 3.3.3. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
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- 3.3.3.6. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.
- 3.3.3.7. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.
- 3.3.3.8. Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- 3.3.3.9. The CITY will provide Public Information Services.
- 3.3.3.10. Coordinate with the Contractor to video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- 3.3.3.11. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.
 - 3.3.3.11.1. These photographs will be filed and maintained on QLH's computer using a Digital Photo Management system.
 - 3.3.3.11.2. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

3.4. Exclusions

- 3.4.1 All other work not described above is hereby excluded.

4. COMPENSATION

- 4.1. QLH proposes to complete the above stated work for an estimated fee of forty-six thousand three hundred fifty dollars and no/100 (\$46,350.00).
- 4.2. These fees are based on the attached estimated man hour schedule.
- 4.3. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

- 5.1. CEI Services to be conducted concurrently with construction.

**CITY OF PORT ORANGE
MCDONALD RD SIDEWALK
QLH ESTIMATED MANHOUR SCHEDULE**

		QLH Contract Positions / Equivalent FDOT CEI Positions Rates										
		CEI Senior Project Engineer	CEI Project Administrator/ Project Engineer	Engineer Intern	CEI Senior Inspector	CEI Inspector	CADD/ Computer Technician	CEI Resident Compliance Specialist	CEI Contract Support Specialist	CEI Secretary/ Clerk Typist		
Task Order Reference	Description	\$175.00	\$140.00	\$65.00	\$85.00	\$65.00	\$75.00	\$70.00	\$65.00	\$55.00	Subconsultant /Allowance Items	Total Task (\$)
3.1.	CEI											
3.4.	Engineering Services	22	22	9	0	0	16	0	9	18	\$ 600.00	\$ 10,890.00
3.2.	Inspection	7	7	9	27	360	0	0	0	18		\$ 29,475.00
3.4.3.8.	Compliance	7	7	0	0	0	0	54	0	0		\$ 5,985.00
	TOTAL ALL TASKS	36	36	18	27	360	16	54	9	36	\$ 600.00	\$ 46,350.00

Subconsultant/Allowance Breakdown:

Description	Amount
Printing/Reproduction	\$ 600.00
Total	\$ 600.00

Notes:

1. Construction contract duration is 130 days to substantial, 160 days to final.
2. Estimated actual construction duration is 18 weeks.
3. Estimated hours based on construction duration and :
 - a. PM/SPE @ 2 hours per week
 - b. PE/PA @ 2 hours per week
 - c. EI @ 1 hour per week
 - d. CSS/SI @ 1.5 hours per week
 - e. CPR/I @ 20 hours per week
 - f. CS/RCS @ 3 hours per week
 - g. SAS/CSS @ 0.5 hour per week
 - h. AS/S @ 2 hours per week
4. Project construction estimate is \$364K as of 5/12/17.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: Yes

SUBJECT: (B7f) Approval of Addendum No. 14 to Quentin L. Hampton Associates, Inc. n/k/a Mead and Hunt, Inc. for Construction Engineering and Inspection (CEI) Services for the Victoria Gardens sidewalk project

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Contract Addendum No. 14 to Mead and Hunt, Inc. pursuant to the merger with Quentin L. Hampton Associates, Inc. contract for Construction Engineering and Inspection (CEI) services for the Victoria Gardens Blvd. sidewalk project in the amount of \$46,350 and authorize the Mayor and City Clerk to execute the associated contract documents.

SUMMARY: The City has an existing continuing services contract with Quentin L. Hampton Associates, Inc. (QLHA) for inspection services. Addendum 14 is specifically for CEI of the Victoria Gardens Blvd. sidewalk that will soon be under construction on the south and east sides of Victoria Gardens Blvd. from Clyde Morris Blvd, to Applevue Way. Pursuant to the LAP Agreement with FDOT the City must hire an FDOT pre-qualified consultant to perform CEI during construction. QLHA is FDOT pre-qualified and is eligible to perform CEI since the firm is not the engineer of record for the project.

Project No.: OMI018 Funding Account No.: 312-4300-541.63-97

ATTACHMENTS:

1.	Addendum No 14	Addendum No 14.pdf
2.	QLH Victoria CEI Proposal	Victoria Gardens CEI Services Proposal.pdf

Margaret Tomlinson
Wayne Clark
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 06/28/2017
Approved - 06/28/2017
Approved - 07/27/2017
Approved - 07/27/2017
Final Approval - 07/27/2017

CONTRACT ADDENDUM NO. 14
Standard Contract for Services dated October 1, 2013
Between the City of Port Orange, Florida and Mead and Hunt, Inc.
pursuant to merger with Quentin L. Hampton and Associates, Inc.

THIS Contract Addendum is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON AND ASSOCIATES, INC.**, a Wisconsin corporation with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated October 1, 2013, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Contract Addendum expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide Construction Engineering and Inspection Services ("CEI") for the Victoria Gardens Blvd. sidewalk project as more particularly described in the Scope of Services attached hereto and incorporated herein as Contract Addendum Exhibit "A."
3. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed Forty-Six Thousand, Three Hundred Fifty and 00/100 Dollars (\$46,350.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

IN WITNESS WHEREOF, the Parties have made and executed this Contract Addendum for the purposes herein expressed on the dates set forth below.

Witnesses:

**MEAD AND HUNT, INC. PURSUANT TO MERGER WITH
QUENTIN L. HAMPTON AND ASSOCIATES, INC.**

By: _____
Printed Name: _____ Printed Name: _____
*If this Contract is signed by an individual not identified as the President of
the corporation in the records of the Florida Department of State, Division
of Corporations, please provide written authorization for that individual to
enter into contracts on behalf of the corporation.*
Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

Printed Name: _____ By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____ Date: _____

EXHIBIT “A”

(Consisting of 5 pages)

**CITY OF PORT ORANGE
VICTORIA GARDENS SIDEWALK – CLYDE MORRIS BLVD.
TO APPLEVIEW WAY – CEI SERVICES
SCOPE OF SERVICES**

1. GENERAL

- 1.1. This Task Order is in conformance with the Agreement for Engineering Services (“Agreement”) between the City of Port Orange (“CITY”) and Quentin L. Hampton Associates, Inc. (“QLH”).

2. BACKGROUND

- 2.1. The CITY has completed the design of approximately 1,675 LF of new 8-foot wide sidewalk. The project extends from the south and east sides of Victoria Gardens Boulevard from Clyde Morris Boulevard to Appleview Way, which includes the area of Sweetwater Elementary School. The project elements include ADA compliant sidewalk, curb ramps, Miami curb replacement to provide compliant counter slopes at Appleview Way, detectable warning surfaces, stabilized shoulder, fire hydrant adjustment, signage, and thermoplastic striping to include special emphasis crosswalks. A sign with a flashing beacon is being replaced which will include installation of new conduit and cables. In addition, mobilization, maintenance of traffic (MOT), clearing and grubbing, swale fine grading, erosion control, and sodding are also included as part of this project.
- 2.2. The CITY desires to contract with QLH to provide Construction Engineering and Inspection (CEI) services.

3. SCOPE OF WORK/SUB-TASKS

- 3.1. General
- 3.1.1. It shall be the responsibility of QLH to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- 3.1.2. Observe the Contractor’s work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.
- 3.1.3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

3.2 On-Site Inspection

- 3.2.1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- 3.2.2. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
- 3.2.3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with FDOT's procedures. QLH employees performing such services shall be qualified in accordance with FDOT's procedures.

3.3. Engineering Services

- 3.3.1. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, QLH is not liable to the CITY for failure of such parties to follow written direction issued by QLH.
- 3.3.2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.
- 3.3.3. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
 - 3.3.3.1. Schedule and attend a meeting with the District Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.
 - 3.3.3.2. Verify that the Contractor is conducting inspections, preparing reports and monitoring all stormwater pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". QLH's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and FDOT's guidelines.
 - 3.3.3.3. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

- 3.3.3.4. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- 3.3.3.5. Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, CITY staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including CITY owned facilities.
- 3.3.3.6. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Department to make timely payment to the Contractor.
- 3.3.3.7. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Department procedures.
- 3.3.3.8. Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- 3.3.3.9. The CITY will provide Public Information Services.
- 3.3.3.10. Coordinate with the Contractor to video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- 3.3.3.11. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.
 - 3.3.3.11.1. These photographs will be filed and maintained on QLH's computer using a Digital Photo Management system.
 - 3.3.3.11.2. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

3.4. Exclusions

- 3.4.1 All other work not described above is hereby excluded.

4. COMPENSATION

- 4.1. QLH proposes to complete the above stated work for an estimated fee of forty-six thousand three hundred fifty and no/100 dollars (\$46,350.00).
- 4.2. These fees are based on the attached estimated man hour schedule.
- 4.3. The sub-task lump sums include various allowances as shown in the attached schedule. Fees will be adjusted accordingly due to actual costs of the allowance items.

5. SCHEDULE

- 5.1. CEI Services to be conducted concurrently with construction.

**CITY OF PORT ORANGE
VICTORIA GARDENS SIDEWALK
CEI SERVICES
QLH ESTIMATED MANHOUR SCHEDULE**

Task Order Reference	Description	QLH Contract Positions / Equivalent FDOT CEI Positions Rates								Subconsultant / Allowance Items	Total Task (\$)
		CEI Senior Project Engineer	CEI Project Administrator/ Project Engineer	Engineer Intern	CEI Senior Inspector	CEI Inspector	CADD/ Computer Technician	CEI Resident Compliance Specialist	CEI Contract Support Specialist	CEI Secretary/ Clerk Typist	
3.1	CEI	\$175.00	\$140.00	\$65.00	\$85.00	\$65.00	\$75.00	\$70.00	\$65.00	\$55.00	
3.4.	Engineering Services	22	22	9	0	0	16	0	9	18	\$ 600.00
3.2.	Inspection	7	7	9	27	360	0	0	0	18	\$ 29,475.00
3.4,3.8.	Compliance	7	7	0	0	0	0	54	0	0	\$ 5,985.00
	TOTAL ALL TASKS	36	36	18	27	360	16	54	9	36	\$ 600.00
											\$ 48,350.00

Subconsultant/Allowance Breakdown:

Description	Amount
Printing/Reproduction	\$ 600.00
Total	\$ 600.00

Notes:

1. Assumes the construction contract duration is 130 days to substantial, 160 days to final.
2. Estimated actual construction duration is 18 weeks.
3. Estimated hours based on construction duration and :
 - a. PMSPE @ 2 hours per week
 - b. PE/PA @ 2 hours per week
 - c. EI @ 1 hour per week
 - d. CSS/SI @ 1.5 hours per week
 - e. CPRM @ 20 hours per week
 - f. CS/RCS @ 3 hours per week
 - g. SAS/CSS @ 0.5 hour per week
 - h. AS/S @ 2 hours per week
4. Project construction estimate is \$205K as of 5/12/17.



July 18, 2017

Larry Roberts, P.E.
Community Development Engineer
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Email: lroberts@port-orange.org
Hard Copy Mailed Only on Request

**CITY OF PORT ORANGE
VICTORIA GARDENS SIDEWALK – CEI SERVICES
FPN 435536-1-58-01 / FAN D517-017B**

Dear Larry,

Quentin L. Hampton Associates Inc. (QLH) is pleased to provide this Construction Engineering and Inspection (CEI) services proposal for this project. The attached scope of services addresses the work activities we understand to be required. The scope includes construction phase services for sidewalk installation.

The attached scope of services is in conformance with our professional services agreement. We look forward to the opportunity to serve the City of Port Orange on this and future projects. If you have any questions or comments, please contact our office.

Sincerely,
QUENTIN L. HAMPTON ASSOCIATES, INC.

Kevin A. Lee, P.E.
Project Manager

David A. King, P.E.
Vice President

KAL/DAK:bf

Enclosures: Scope of Services
Estimated Manhour Schedule

cc: Project File
Billing File

**CITY OF PORT ORANGE
VICTORIA GARDENS SIDEWALK – CLYDE MORRIS BLVD.
TO APPLEVIEW WAY – CEI SERVICES
SCOPE OF SERVICES**

1. GENERAL

- 1.1. This Task Order is in conformance with the Agreement for Engineering Services (“Agreement”) between the City of Port Orange (“CITY”) and Quentin L. Hampton Associates, Inc. (“QLH”).

2. BACKGROUND

- 2.1. The CITY has completed the design of approximately 1,675 LF of new 8-foot wide sidewalk. The project extends from the south and east sides of Victoria Gardens Boulevard from Clyde Morris Boulevard to Appleview Way, which includes the area of Sweetwater Elementary School. The project elements include ADA compliant sidewalk, curb ramps, Miami curb replacement to provide compliant counter slopes at Appleview Way, detectable warning surfaces, stabilized shoulder, fire hydrant adjustment, signage, and thermoplastic striping to include special emphasis crosswalks. A sign with a flashing beacon is being replaced which will include installation of new conduit and cables. In addition, mobilization, maintenance of traffic (MOT), clearing and grubbing, swale fine grading, erosion control, and sodding are also included as part of this project.
- 2.2. The CITY desires to contract with QLH to provide Construction Engineering and Inspection (CEI) services.

3. SCOPE OF WORK/SUB-TASKS

- 3.1. General
- 3.1.1. It shall be the responsibility of QLH to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.
- 3.1.2. Observe the Contractor’s work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the CITY, and direct the Contractor to correct such observed discrepancies.
- 3.1.3. Inform the CITY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

3.2 On-Site Inspection

- 3.2.1. Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents.
- 3.2.2. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.
- 3.2.3. Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with FDOT's procedures. QLH employees performing such services shall be qualified in accordance with FDOT's procedures.

3.3 Engineering Services

- 3.3.1. Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, QLH is not liable to the CITY for failure of such parties to follow written direction issued by QLH.
- 3.3.2. Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract.
- 3.3.3. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:
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**CITY OF PORT ORANGE
VICTORIA GARDENS SIDEWALK
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 - CSS/SI @ 1.5 hours per week
 - CPR/I @ 20 hours per week
 - CS/RCS @ 3 hours per week
 - SAS/CSS @ 0.5 hour per week
 - AS/S @ 2 hours per week
- Project construction estimate is \$206K as of 5/12/17.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (B8) Approval of the 2017 CDBG Annual Action Plan (2nd Year)

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the City's CDBG 2017 Annual Action Plan, and to authorize staff to submit this plan to the U.S. Department of Housing and Urban Development (HUD).

SUMMARY: The City of Port Orange has been notified that it will receive \$266,593 for its 2017 CDBG allocation (October 1, 2017 – September 30, 2018). To receive these funds, the City must submit an Annual Action Plan that is consistent with the City's Five (5) Year CDBG Consolidated Plan approved by HUD.

Staff is proposing that the City's 2017 CDBG allocation be expended on the (A) Virginia and Monroe Avenue Drainage Project (\$213,274.40), (B) CDBG Planning and Administration (\$53,318.60).

The proposed 2017 CDBG Annual Action Plan has been made available for public comment through the City's CDBG web page. In addition, the opportunity for public comment has been advertised in the Daytona Beach News-Journal in compliance with the City's Citizen Participation Plan. Upon conclusion of the Public Hearing, which was held on July 12, 2017, and approval by the City Council, this plan will be submitted to HUD for review and approval.

The draft Annual Action Plan is attached to this agenda item. At the time staff published this draft action plan, there had been no public input. Should there be any public input before the comment period is complete, this information will be included in the plan before staff transmits it to HUD.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	2017 Award Letter	2017 Award Letter from HUD.pdf
2.	Draft 2017 Annual Action Plan	2017 CDBG Action Plan Draft.pdf
3.	Proof of Publication	Proof of Publication.pdf

Alan Rosen

Created/Initiated - 06/29/2017

Alan Rosen	Approved - 06/29/2017
Tracey Riehm	Approved - 06/29/2017
Matthew Jones	Approved - 07/24/2017
Jake Johansson	Approved - 07/25/2017
Robin Fenwick	Final Approval - 07/25/2017



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF THE ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

RECEIVED

JUN 26 2017

June 15, 2017

CITY OF PORT ORANGE
MAYOR

The Honorable Don Burnette
Mayor of Port Orange
1000 City Center Circle
City Hall
Port Orange, FL 32129-4144

RECEIVED

JUN 26 2017

City of Port Orange
City Manager

Dear Mayor Burnette:

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2017 allocations for Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low and moderate-income persons and special need populations across the country. President Trump signed Public Law 115-31 on May 5, 2017, which includes FY 2017 funding for these programs. Your jurisdiction's FY 2017 available amounts are:

Community Development Block Grant (CDBG)	\$266,593
HOME Investment Partnerships (HOME)	\$ 0
Housing Opportunities for Persons with AIDS (HOPWA)	\$ 0
Emergency Solutions Grants (ESG)	\$ 0

The timing of enactment of HUD's full fiscal year appropriation has significantly shortened the window available to grantees to submit an Annual Action Plan given the effective submission deadline of **Wednesday, August 16, 2017**. The Department cannot provide relief from this deadline as it has been established pursuant to statute and HUD encourages grantees to expedite efforts to finalize and submit their Annual Action Plans. To assist in this effort, CPD has issued a waiver to reduce the public comment period associated with these plans from 30 to 14 days.⁴²⁹ Failure to submit an Annual Action Plan by August 16, 2017, will cause a grantee to forfeit its FY 2017 CDBG formula funding allocation. If you have questions or require assistance in preparing and submitting your Annual Action Plan, please contact your responsible CPD office.

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, expand economic opportunities for low and moderate income and special needs populations including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

⁴²⁹ Waiver is available at Waiver of 24 CFR 91.105(b)(4) and 24 CFR 91.115(b)(4) for FY 2017 Action Plans for Community Planning and Development Program Funds



Second Program Year FY 2017 - DRAFT Action Plan City of Port Orange, FL Community Development Block Grant (CDBG)

GENERAL

Executive Summary

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) requires the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for FY 2016 to FY 2020. This FY 2017 Annual Action Plan is the second year implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals and objectives. This plan covers a period beginning October 1, 2017, and ending on September 30, 2018. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. The current population estimate is 59,315 persons. There are five Census Tracts within the City that have a population whose income is at or below 80% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it will be eligible to receive a CDBG entitlement allocation of \$266,593 in FY 2017. These funds are proposed to be spent primarily on public infrastructure improvements in the Virginia Avenue/Monroe Street area of the City. An estimated 80% of the City FY 2017 CDBG allocation will be focused on the public infrastructure improvements in this area.

Aligned with the adopted Five (5) Year CDBG Consolidated Plan approved by HUD, staff is proposing to utilize the city's FY 2017 CDBG allocation on the Virginia Avenue/Monroe Street Drainage Improvements Project (\$213,274.40), and Planning and Administration (\$53,318.60).

Proposed Activities

1. **Virginia Avenue/Monroe Place Drainage Improvements Project**
Amount: \$213,274.40 / Tract: 825.10 Group 1.

The city intends to make drainage improvements in this LMI neighborhood.

2. **Planning and Administration**
Amount: (\$53,318.60)

Total CDBG allocation \$266,593

Managing the Process

The City Manager's Office is the lead agency for administering the CDBG and other HUD programs, projects and activities. The City maintains on-going dialogue with stakeholders and provides 24/7 accessibility for CDBG information, documents and status reports via the CDBG page on the City's website. In addition, email contact with program staff is also available 24/7 via the City's website.

Citizen Participation

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange has prepared this Annual Action Plan through an open process to obtain input from community stakeholders. Contacted individuals and community leaders include: neighborhood associations, adjacent municipalities, City agencies, non-profits, elected officials, faith based groups, and concerned citizens. The City held two Public Hearings on the Proposed Plan on July 12th, 2017 and August 1, 2017, after notice was provide in the Daytona Beach News-Journal, posted on the city website and posted in the City Hall lobby. Furthermore, the city advertised the opportunity for citizens and stakeholders to provide input on the CDBG Annual Action Plan process on its social media sites.

The City did not receive any telephone inquiries, emails, or formal written comments about the CDBG program or the proposed FY2017 Annual Action Plan. There were no comments regarding the FY 2017 Annual Action Plan at the public hearing held by the City Council.

Commented [RA1]: This section will be amended based on input received.

Institutional Structure

Incorporated into action plan's planning process, the city sought input from various departments of the city including the Community Development Department and Public Works Department. During FY 2017, the city will continue these communication efforts with the cited departments and agencies in conjunction with its administration of the CDBG programs.

Monitoring

Port Orange will continue to monitor the grant programs during FY 2017 in accordance with the local program policies and procedures and federal regulations. Any sub-recipients of federal CDBG or other funds will be closely monitored. The monitoring process will include on-site reviews of the sub-recipient's performance to ensure compliance with the goals and objectives of the program and federal regulations. The city's Finance Department has assigned personnel that coordinates and assists with all financial reporting. The city's external Auditors also review all grant expenditures for compliance to the federal regulations.

Lead-based Paint

No housing rehabilitation programs are planned during FY 2017. All lead-based paint (LBP) protocols will be followed during the proposed demolition of real property cited in this Plan. Lead poisoning is the leading environmental hazard to children, creating devastating and irreversible health problems. Because lead poisoning is a serious, yet preventable, health problem that can cause long-term neurological damage among young children, the City of Port Orange is committed to addressing this health hazard.

The leading cause of lead-based poisoning is exposure to dust from deteriorating paint in homes constructed before 1980. This is due to the high lead content used in paint during that period, particularly in homes built before 1950. Pre-1980 housing occupied by lower income households with children can offer particularly high risks of lead exposure due to the lower levels of maintenance among lower-income households. This is an important factor since it is not the lead paint itself that causes the hazards, but rather the deterioration of the paint that releases lead-contaminated dust and allows children to peel and eat lead-contaminated flakes.

Annual Objectives 91.220 (c)(3)

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes

☐	Objective Category Decent Housing which includes:	☒	Objective Category Suitable Living Environment which includes:	☐	Objective Category Expanded Economic Opportunities which includes:
☐	Assisting homeless persons obtain affordable housing	☒	Improving the safety and livability of neighborhoods	☐	Job creation and retention
☐	Assisting persons at risk of becoming homeless	☒	Eliminating blighting influences and the deterioration of property and facilities	☐	Establishment, stabilization and expansion of small business (including micro-businesses)
☐	Retaining the affordable housing stock	☒	Increasing the access to quality public and private facilities	☐	The provision of public services with employment
☐	Increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex national origin, familial status, or disability	☐	Reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods	☐	The provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan
☐	Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence	☐	Restoring and preserving properties of special historic, architectural, or aesthetic value	☐	Availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices
☐	Providing affordable housing that is accessible to job opportunities	☐	Conserving energy resources and use of renewable energy sources	☐	Access to capital and credit for development activities that promote the long-term economic social viability of the community

HOUSING

Specific Housing Objectives

To meet the needs of low/moderate income areas in order to maintain the livability, viability and safety of those areas, Port Orange will focus its limited CDBG funds toward public infrastructure. The city is not proposing to initiate any housing programs during FY 2017.

Measurable Objective: None.

Needs of Public Housing

The city of Port Orange has no Public Housing. No action is proposed in FY 2017.

Barriers to Affordable Housing

The city conducts internal reviews of its land use and zoning regulations and its administrative policies and procedures for their impact on affordable housing. Port Orange has established an expedited development review and permitting system that is applicable to affordable housing projects. All new city ordinances are required to be reviewed for their impact on affordable housing. No action is proposed in FY 2017.

HOME / American Dream Down Payment Initiative (ADDI)

The City of Port Orange does not receive HOME/ADDI funds. No action is proposed in FY 2017.

HOMELESS

Specific Homeless Prevention Elements

The Homeless Strategic Plan for the Volusia/Flagler Counties is contained in the Volusia/Flagler County Coalition for the Homeless Ten-Year Plan. The city will conduct no direct activities in this area, but will continue to support the Coalition's efforts during FY 2017.

Emergency Shelter Grants (ESG)

Port Orange is not a direct recipient of Emergency Shelter Grant funds. Residents in need of emergency shelter services will be referred to the appropriate agencies.

COMMUNITY DEVELOPMENT

Community Development

For FY 2017, Port Orange proposes to utilize the majority of its CDBG funds for public infrastructure improvements in a low/moderate income area of Port Orange.

Within the last 13 years, the City of Port Orange has experienced 5 significant weather events, most recently being Hurricane Matthew. This has necessitated a critical look at the City's stormwater infrastructure. The project includes adding pump stations, adding force mains, adjusting existing stormwater pond elevations, adding additional stormwater ponds, and adding stormwater piping, among other improvements.

Measurable Objective: Number of low/moderate income residents served.

Antipoverty Strategy

Port Orange is not proposing any anti-poverty strategies in FY 2017.

Measurable Objective: None

NON-HOMELES SPECIAL NEEDS HOUSING

Non-homeless Special Needs 91.220 (c) and (e)

For all Non-homeless Special Needs Populations, the city will work with other area agencies to provide services and support to the greatest extent possible. Given the very small amount of CDBG funds allocated to Port Orange and the lesser priority assigned to this need, no action is proposed in FY 2017.

Housing Opportunities for People with AIDS

The Volusia/Flagler Coalition for the Homeless is the regional HOPWA. No action is proposed in FY 2017.

Specific HOPWA Objectives

No action proposed in FY 2017.

Other Narrative

None.

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Wendy Michael

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

PUBLIC NOTICE

L 2252819

in the Court,
was published in said newspaper in the issues.....

JULY 1, 2017

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

Wendy Michael

Sworn to and subscribed before me

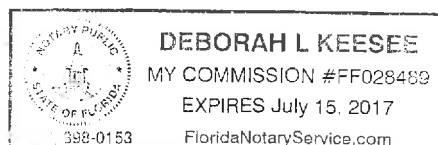
This 3rd of JULY

A.D. 2017

Deborah L. Keesee

49D

NOTICE OF PUBLIC HEARING
City of Port Orange, Florida
Community Development Block Grant
(CDBG) Program
Notice of Proposed 2017 Action Plan
The City of Port Orange will hold a Public
Hearing on Wednesday, July 12, 2017, at
5:30 p.m. in the second floor Conference
Room, City Hall, 1000 City Center Circle,
Port Orange, FL. This notice is provided
in compliance with the City's adopted
Citizen Participation Plan (Resolution No.
06-49), as required by 24 CFR (Code of
Federal Regulations) 91.
The City of Port Orange's Community
Development Block Grant (CDBG)
program is funded through the U.S.
Department of Housing and Urban
Development (HUD).
Aligned with the adopted Five (5) Year
CDBG Consolidated Plan approved by
HUD, staff is proposing to utilize the
city's FY 2017 CDBG allocation on the
Virginia Avenue/Monroe Place Drainage
Improvements Project (\$213,275), and
Planning and Administration (\$53,318).
A detailed account of the activities and
costs associated with the CDBG program
may be obtained by visiting the City's
website at www.port-orange.org, or by
contacting Theresa Brooks, Grants
Manager, at telephone 386-717-9050, or
email tbrooks@port-orange.org or written
comments may be submitted by email to
arosen@port-orange.org, or by regular
U.S. Mail attention to: Alan Rosen,
Assistant City Manager, 1000 City Center
Circle, Port Orange FL 32129.
If you are a person with a disability who
needs any accommodation in order to
participate in these proceedings, you are
entitled to certain assistance at no cost
to you. Upon request, materials will be
supplied in a form accessible for persons
with disabilities. If you need assistance,
please contact the City Clerk for the City
of Port Orange, 1000 City Center Circle,
Port Orange, FL 32129, telephone
number 386-506-5566, prior to the
public hearing date. If you are hearing or
voice impaired, please contact the relay
operator at 1(800) 955-8771.
L2252819, July 1, 2017 It



**The Golf Club at Cypress Head
Course Cash Flow Report
June 30, 2017**

	<u>June</u>	<u>YTD</u>
EBITDA	(\$23,693.37)	\$96,271.60
Management Fee Expense	(5,712.85)	(51,415.65)
Depreciation & Amortization	<u>(153.61)</u>	<u>(1,380.49)</u>
Net Income	(29,559.83)	43,475.46
Working Capital Changes		
Inventory	(1,954.30)	(2,414.60)
Receivables	(9,257.83)	80,209.33
Payables	3,103.54	(31,284.53)
Due to from the City	301.20	806.91
Prepays	(15,530.63)	(10,413.66)
Accrued Liabilities	2,243.83	(34,651.93)
Other Liabilities	(18,490.98)	(201,708.43)
Depreciation & Amortization	<u>153.61</u>	<u>1,380.49</u>
Operating Cash Flow	(68,991.39)	(154,600.96)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(68,991.39)</u>	<u>(154,600.96)</u>
Beginning Cash	91,391.53	177,001.10
Net Cash Flows	<u>(68,991.39)</u>	<u>(154,600.96)</u>
Ending Cash	<u>22,400.14</u>	<u>22,400.14</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Nine Months Ending June 30, 2017

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	67,213	865,305	1,077,267	80%	68,491	952,505	1,116,089	85%
Merchandise	3,600	41,456	54,320	76%	4,651	48,901	57,514	85%
Other Pro Shop	742	12,007	14,505	83%	1,452	11,956	11,540	104%
Range	2,187	27,472	34,150	80%	2,242	29,030	34,679	84%
Food and Beverage	0	0	137		0	0	0	
Other Operating Revenues	2,573	29,747	37,806	79%	2,515	32,043	39,852	80%
TOTAL REVENUE	76,316	975,988	1,218,185	80%	79,351	1,074,435	1,259,674	85%
COST OF SALES								
Merchandise	2,032	29,055	36,189	80%	2,646	28,772	40,260	71%
TOTAL COGS	2,032	29,055	36,189	80%	2,646	28,772	40,260	71%
COGS - Merchandise %	56.4%	70.1%	66.6%	105.2%	56.9%	58.8%	70.0%	84.1%
PAYROLL								
Course and Grounds	29,248	252,608	339,558	74%	24,641	268,425	351,366	76%
Carts, Range, Starters, Etc.	6,424	62,526	81,091	77%	6,811	67,315	92,546	73%
Pro Shop	4,944	40,691	53,209	76%	4,077	33,254	55,398	60%
General and Administrative	10,677	95,549	127,363	75%	10,740	98,475	129,158	76%
Marketing	4,203	37,094	48,834	76%	4,084	38,063	49,603	77%
TOTAL PAYROLL	55,496	488,468	650,054	75%	50,353	505,533	678,071	75%
OPERATING EXPENSES								
Course and Grounds	17,799	155,880	247,630	63%	23,423	194,239	212,591	91%
Carts, Range, Starters, Etc.	6,299	61,871	80,708	77%	6,365	61,139	85,302	72%
Pro Shop	488	8,472	10,107	84%	150	5,524	9,015	61%
Food and Beverage	0	322	322	100%	0	0	0	
General and Administrative	14,951	149,233	197,823	75%	16,677	165,928	205,607	81%
Marketing	2,669	29,760	34,250	87%	3,431	17,029	33,063	52%
TOTAL OPERATING EXPENSES	42,206	405,538	570,840	71%	50,046	443,859	545,578	81%
TOTAL EXPENSES	99,734	923,061	1,257,084	73%	103,044	978,164	1,263,909	77%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(53,072)	(70,211)	76%	(5,713)	(51,416)	(69,924)	74%
Depreciation & Amortization	(381)	(3,429)	(11,147)	31%	(154)	(1,380)	(4,572)	30%
TOTAL OTHER INCOME (EXPENSE)	(6,094)	(56,501)	(81,358)	69%	(5,866)	(52,796)	(74,496)	71%
NET INCOME	(29,512)	(3,574)	(120,257)	3%	(29,560)	43,475	(78,731)	-55%
Paid Rounds	2,360	27,574	34,878	79%	2,360	30,170	38,696	78%
Annual Pass Rounds	590	6,796	8,657	79%	519	6,571	5,051	130%
Other Rounds	210	1,831	2,437	75%	224	2,131	2,812	76%
Total Rounds	3,160	36,201	45,972	79%	3,103	38,872	46,559	83%
Revenue/Paid Rounds	32.34	35.40	34.93	101%	33.62	35.61	32.55	109%
Revenue/Total Rounds	24.15	26.96	26.50	102%	25.57	27.64	27.06	102%

The Golf Club at Cypress Head
For the Nine Months Ending June 30, 2017

	<u>06/30/17</u>	<u>09/30/16</u>	<u>06/30/16</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	(3,668)	176,360	101,915
Cash - Payroll	24,718	0	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	(209)	(22,829)
Total Cash	<u>22,400</u>	<u>177,001</u>	<u>79,936</u>
Accounts Receivable			
A/R Member	12,384	92,593	5,693
Total Accounts Receivable	<u>12,384</u>	<u>92,593</u>	<u>5,693</u>
Other Current Assets			
Inventory - Merchandise	18,648	16,234	14,350
Prepaid Insurance	19,563	10,248	17,929
Prepaid Exp - Other	8,137	7,038	16,763
Total Other Current Assets	<u>46,348</u>	<u>33,520</u>	<u>49,042</u>
TOTAL CURRENT ASSETS	<u>81,133</u>	<u>303,115</u>	<u>134,671</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	54,143
Furniture and Fixtures	0	0	9,045
Machinery & Equipment	5,550	5,550	16,000
Property Plant and Equipment	36,148	36,148	79,187
Accumulated Depreciation	(25,617)	(24,236)	(59,558)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>10,531</u>	<u>11,911</u>	<u>19,629</u>
TOTAL ASSETS	<u><u>91,664</u></u>	<u><u>315,026</u></u>	<u><u>154,300</u></u>

The Golf Club at Cypress Head
For the Nine Months Ending June 30, 2017

	<u>06/30/17</u>	<u>09/30/16</u>	<u>06/30/16</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	43,827	75,111	18,280
Accts Pay - Other	(109,582)	(110,389)	10,126
Accrued Expenses	354	7,783	0
Accrued Payroll	14,235	25,945	15,740
Accrued Taxes	3,727	13,903	3,404
Accrued Interest	0	5,337	0
Deferred Revenue	95,628	297,337	110,324
TOTAL CURRENT LIABILITIES	<u>48,189</u>	<u>315,027</u>	<u>157,874</u>
 TOTAL LIABILITIES	 <u>48,189</u>	 <u>315,027</u>	 <u>157,874</u>
STOCKHOLDER'S EQUITY			
Retained Earnings	43,474	(1)	(3,574)
Net Retained Earnings	43,474	(1)	(3,574)
Stockholders Equity	43,474	(1)	(3,574)
TOTAL STOCKHOLDER'S EQUITY	<u>43,474</u>	<u>(1)</u>	<u>(3,574)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>91,664</u>	 <u>315,026</u>	 <u>154,300</u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2017

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(25,773)	1,227	3,690	28,175	49,683	44,924	28,214	(10,175)	(23,693)	23,815	0	0	120,087
Management Fee Expense	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	(5,713)	0	0	0	(51,416)
Depreciation & Amortization	(154)	(152)	(154)	(154)	(154)	(154)	(154)	(154)	(154)	0	0	0	(1,380)
Net Income	(31,640)	(4,638)	(2,176)	22,308	43,817	39,058	22,348	(16,042)	(29,560)	23,815	0	0	67,291
Working Capital Changes													
Inventory	(2,093)	(2,542)	(2,392)	63	393	2,988	705	2,418	(1,954)	0	0	0	(2,415)
Receivables	88,276	1,616	2,360	(282)	(40)	(2,905)	1,015	(574)	(9,258)	633	0	0	80,642
Prepaid Expenses	(1,862)	2,690	(3,230)	(29,902)	10,524	20,016	3,530	3,349	(15,531)	0	0	0	(10,414)
Payables	(33,493)	17,150	(34,265)	(4,666)	9,232	(7,714)	17,121	2,247	3,104	(18,193)	0	0	(49,478)
Due to from the City	512	111	(123)	68	82	(1)	133	(276)	301	0	0	0	807
Accrued Expenses	(25,855)	(15,548)	13,018	10,207	(2,391)	4,973	(22,733)	1,433	2,244	(6,850)	0	0	(41,501)
Deferred Revenues	(52,262)	(16,409)	(13,360)	(20,779)	(21,262)	(19,537)	(20,065)	(19,543)	(18,491)	(204)	0	0	(201,912)
Depreciation & Amortization	154	152	154	154	154	154	154	154	154	0	0	0	1,380
Operating Cash Flow	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(68,991)	(798)	0	0	(155,399)
Investing Activities													
Financing Activities													
Net Cash Flows	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(68,991)	(798)	0	0	(155,399)
Beginning Cash	177,001	118,738	101,320	61,306	38,477	78,985	116,018	118,225	91,392	22,400	21,602	21,602	967,064
Net Cash Flows	(58,263)	(17,418)	(40,014)	(22,829)	40,508	37,033	2,207	(26,833)	(68,991)	(798)	0	0	(155,399)
Ending Cash	118,738	101,320	61,306	38,477	78,985	116,018	118,225	91,392	22,400	21,602	21,602	21,602	811,665

The Golf Club at Cypress Head
Summary of All Units
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
39,879	40,664	98%	35,832	111%	Green Fees	559,618	524,537	107%	499,421	112%	646,060	676,758
28,611	29,975	95%	31,381	91%	Cart Fee	392,887	382,470	103%	365,884	107%	470,029	487,709
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
80	20	400%	40	200%	Handicap Fee	4,600	4,507	102%	4,799	98%	4,567	4,690
1,262	250	505%	512	246%	Lessons	5,156	3,181	162%	4,918	105%	3,931	7,173
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
110	200	55%	190	58%	Rental Clubs	2,200	2,442	90%	2,217	99%	3,042	2,590
4,651	4,329	107%	3,600	129%	Retail	48,901	45,314	108%	41,456	118%	57,514	61,902
2,242	3,085	73%	2,187	102%	Range	29,030	26,901	108%	27,472	106%	34,679	35,708
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
2,515	2,566	98%	2,573	98%	City Surcharge R & R	32,043	32,081	100%	29,747	108%	39,852	40,102
79,351	81,089	98%	76,316	104%	Total Revenues	1,074,435	1,021,433	105%	975,988	110%	1,259,674	1,316,632
COST OF GOODS SOLD												
2,646	3,030	87%	2,032	130%	COGS - Merchandise	28,772	31,720	91%	29,055	99%	40,260	35,906
2,646	3,030	87%	2,032	130%	Total COGS	28,772	31,720	91%	29,055	99%	40,260	35,906
76,706	78,059	98%	74,284	103%	GROSS MARGIN	1,045,663	989,713	106%	946,933	110%	1,219,414	1,280,725
56.88%	69.99%	81.26%	56.43%	100.78%	COGS - Merchandise %	58.84%	70.00%	84.05%	70.09%	83.95%	70.00%	694.10%
PAYROLL												
15,175	19,078	80%	17,523	87%	Gross Payroll - Salaried	179,053	171,702	104%	163,357	110%	228,936	247,361
26,123	25,361	103%	26,449	99%	Gross Payroll - Hourly	232,961	240,830	97%	234,153	99%	318,603	301,335
41,298	44,439	93%	43,972	94%	S/T Wages	412,013	412,532	100%	397,510	104%	547,539	548,696
3,111	3,400	91%	3,336	93%	Payroll Tax - FICA	30,887	31,563	98%	29,896	103%	41,893	41,034
238	247	96%	250	95%	Payroll Tax - UC	3,480	4,210	83%	4,946	70%	4,953	4,275
752	971	77%	1,359	55%	Payroll Tax - WC	7,782	8,770	89%	9,020	86%	11,719	10,026
4,954	6,248	79%	6,579	75%	Benefits	51,371	53,219	97%	47,096	109%	71,967	63,069
9,055	10,866	83%	11,524	78%	S/T Adders	93,520	97,762	96%	90,958	103%	130,532	118,424
50,353	55,305	91%	55,496	91%	TOTAL PAYROLL	505,533	510,294	99%	488,468	103%	678,071	667,120
OPERATING EXPENSES												
53	200	27%	21	251%	Cart Supplies	1,367	1,906	72%	1,160	118%	2,521	1,564
0	392	0%	151	0%	Course Accessories	3,349	3,033	110%	1,856	180%	3,886	3,712
1,884	5,261	36%	235	802%	Fertilizer	26,201	22,623	116%	20,396	128%	25,094	44,621
0	0	0%	0	0%	Flowers/Decor	0	274	0%	607	0%	399	998
1,168	1,325	88%	0	0%	Fuel	9,124	9,884	92%	6,402	143%	13,026	14,059
249	800	31%	0	0%	Fungicides	4,732	2,406	197%	2,204	215%	4,045	7,751
0	1,232	0%	1,247	0%	Herbicides	14,451	12,195	118%	10,226	141%	15,068	24,745
6,434	0	0%	47	13690%	Insecticides	23,433	14,076	166%	7,171	327%	15,077	31,210
342	232	147%	330	104%	Janitorial Supplies	2,291	3,168	72%	3,092	74%	4,136	3,276
0	92	0%	0	0%	Laundry/Uniforms	238	745	32%	55	433%	1,038	325
205	284	72%	298	69%	Office Supplies	3,332	3,387	98%	3,717	90%	4,366	4,316
0	0	0%	0	0%	Range Balls	2,515	3,330	76%	2,550	99%	3,330	2,515
0	100	0%	31	0%	Range Equipment	1,149	984	117%	1,258	91%	1,284	1,149
0	100	0%	0	0%	Range Expenses	0	410	0%	23	0%	460	0
1,423	3,000	47%	690	206%	Sand/Topdress	6,228	5,006	124%	6,361	98%	9,011	10,947
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
542	0	0%	0	0%	Small Tools	1,203	307	392%	55	2175%	407	1,671
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	700	0%	0	0%	833	41
0	150	0%	0	0%	Supplies	878	1,351	65%	1,489	59%	1,801	1,971
150	200	75%	244	61%	Tournament Expense	(388)	974	-40%	910	-43%	1,174	(618)
134	200	67%	286	47%	Alarm System	2,521	1,022	247%	1,490	169%	1,425	3,449
0	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	890	0
0	200	0%	77	0%	Cart Repairs	33	1,255	3%	1,032	3%	1,855	327
261	260	100%	371	70%	Computer Service	2,094	6,136	34%	2,589	81%	6,912	2,638
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	85	0%	Guest Relations	32	0	0%	135	24%	0	32
0	0	0%	0	0%	Handicap Expense	4,174	4,289	97%	4,417	94%	4,475	4,681
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
452	200	226%	1,176	38%	Irrigation	5,417	4,604	118%	4,115	132%	6,392	6,488
0	75	0%	66	0%	Lesson Expense	0	740	0%	885	0%	965	265
0	0	0%	0	0%	Pest Control	0	230	0%	0	0%	230	0
1,370	309	443%	3,167	43%	Repair & Maint - Equipment	21,804	18,322	119%	21,294	102%	22,585	31,920
115	928	12%	413	28%	Repair & Maint - Building	2,631	3,208	88%	2,574	110%	3,208	3,609
5,356	5,356	100%	5,356	100%	Cart Lease	48,201	48,204	100%	48,201	100%	64,272	64,268
4,886	4,886	100%	4,512	108%	Equipment Lease	43,976	43,974	100%	40,605	108%	58,632	57,511
168	162	104%	178	94%	Off-Site Storage	1,512	1,488	102%	1,549	98%	1,974	2,016
1,200	1,108	108%	1,048	114%	Utilities - Electric	9,889	10,179	97%	9,423	105%	13,383	12,939
5,753	3,867	149%	5,433	106%	Utilities - Other	42,097	30,687	137%	34,989	120%	41,871	56,312
409	242	169%	231	177%	Utilities - Telephone/Fax	2,143	1,721	125%	1,992	108%	2,449	2,716
283	199	142%	236	120%	Utilities - Water	2,375	2,331	102%	2,454	97%	2,897	3,099

The Golf Club at Cypress Head
Summary of All Units
For the Nine Months Ending June 30, 2017

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
3,431	650	528%	495	694%	Advertising & Promotion	16,017	13,233	121%	14,742	109%	16,247	20,507
524	32	1637%	(19)	-2726%	Bank Charges	4,629	1,297	357%	1,929	240%	1,382	5,970
(72)	0	0%	261	-28%	Cash Short/(Over)	(400)	0	0%	(280)	143%	0	157
150	200	75%	200	75%	Cell Phone	1,500	1,875	80%	1,675	90%	2,475	2,000
2,515	2,566	98%	2,573	98%	City Surcharge R & R	32,043	32,081	100%	29,747	108%	39,852	40,102
624	88	709%	87	720%	Copier/Photocopies	642	495	130%	619	104%	671	785
1,850	2,500	74%	1,593	116%	Credit Card Discounts	20,728	22,110	94%	19,875	104%	27,744	24,356
0	0	0%	0	0%	Donations	(267)	0	0%	164	-163%	0	(67)
534	600	89%	459	116%	Dues & Subscriptions	1,039	1,009	103%	609	171%	1,109	1,039
0	0	0%	0	0%	Education & Training	525	200	263%	0	0%	200	525
0	130	0%	60	0%	Employee Relations	1,320	1,699	78%	1,349	98%	2,122	2,317
0	28	0%	0	0%	Employee Testing	409	159	257%	174	236%	244	786
3,858	3,871	100%	3,414	113%	Insurance Expense	34,726	34,764	100%	33,782	103%	46,377	46,655
0	0	0%	0	0%	Member Relations	65	396	16%	131	49%	649	65
24	38	62%	0	0%	Messenger Service - Fedex	215	311	69%	282	76%	403	365
0	500	0%	0	0%	Miscellaneous	864	11,591	7%	13,291	7%	13,291	900
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
0	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
56	0	0%	0	0%	O/S - Legal-Mgmt Contracts	56	0	0%	0	0%	0	56
1,800	2,000	90%	3,033	59%	O/S - Other	5,750	7,218	80%	8,639	67%	9,218	14,348
796	299	266%	548	145%	Payroll Processing Fee	8,600	2,600	331%	2,887	298%	3,535	12,399
81	0	0%	0	0%	Postage/Shipping	578	159	364%	97	595%	634	616
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	345	(10)	-3450%	(240)	-144%	(100)	330
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
45	0	0%	49	92%	Travel - Meals	1,559	683	228%	1,424	110%	683	2,028
1,022	1,634	63%	1,432	71%	Travel - Other	7,314	13,588	54%	8,639	85%	16,423	10,000
0	0	0%	2,100	0%	Website Expenses	0	3,000	0%	3,000	0%	4,000	0
0	0	0%	25	0%	Employee Meals	0	200	0%	25	0%	669	0
50,046	46,466	108%	42,206	119%	TOTAL OPERATING EXPENSES	443,859	430,656	103%	405,538	109%	545,578	609,160
(23,693)	(23,712)	100%	(23,418)	101%	EBITDA	96,272	48,763	197%	52,927	182%	(4,235)	4,445
5,713	5,827	98%	5,713	100%	Management Fee	51,416	52,443	98%	53,072	97%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	51,416	52,443	98%	53,072	97%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	332	882	38%	878	38%	1,176	1,381
117	283	41%	283	41%	Deprec - Buildings	1,049	2,547	41%	2,551	41%	3,396	7,718
154	381	40%	381	40%	S/T DEPR. & AMORT	1,380	3,429	40%	3,429	40%	4,572	9,098
(29,560)	(29,920)	99%	(29,512)	100%	NET INCOME	43,475	(7,109)	-612%	(3,574)	-1216%	(78,731)	(73,207)

The Golf Club at Cypress Head
Course & Grounds
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
39,879	40,664	98%	35,832	111%	Green Fees	559,618	524,537	107%	499,421	112%	646,060	676,758
2,515	2,566	98%	2,573	98%	City Surcharge R & R	32,043	32,081	100%	29,747	108%	39,852	40,102
42,395	43,230	98%	38,404	110%	Total Revenues	591,661	556,618	106%	529,168	112%	685,912	716,860
42,395	43,230	98%	38,404	110%	GROSS MARGIN	591,661	556,618	106%	529,168	112%	685,912	716,860
PAYROLL												
3,709	7,802	48%	6,648	56%	Gross Payroll - Salaried	73,038	70,218	104%	61,315	119%	93,624	106,391
16,312	15,230	107%	16,355	100%	Gross Payroll - Hourly	142,507	139,423	102%	142,164	100%	186,129	182,879
20,021	23,032	87%	23,004	87%	S/T Wages	215,545	209,641	103%	203,480	106%	279,753	289,270
1,417	1,762	80%	1,661	85%	Payroll Tax - FICA	15,247	16,038	95%	14,486	105%	21,402	20,419
115	63	182%	93	123%	Payroll Tax - UC	1,843	1,853	99%	2,406	77%	2,040	2,226
347	503	69%	664	52%	Payroll Tax - WC	3,861	4,459	87%	4,460	87%	5,990	5,019
2,742	3,664	75%	3,827	72%	Benefits	31,929	31,187	102%	27,776	115%	42,181	38,442
4,620	5,992	77%	6,244	74%	S/T Adders	52,880	53,537	99%	49,128	108%	71,613	66,106
24,641	29,024	85%	29,248	84%	TOTAL PAYROLL	268,425	263,178	102%	252,608	106%	351,366	355,376
OPERATING EXPENSES												
0	392	0%	151	0%	Course Accessories	3,349	3,033	110%	1,856	180%	3,886	3,712
1,884	5,261	36%	235	802%	Fertilizer	26,201	22,623	116%	20,396	128%	25,094	44,621
0	0	0%	0	0%	Flowers/Decor	0	274	0%	607	0%	399	998
1,168	1,325	88%	0	0%	Fuel	9,124	9,884	92%	6,402	143%	13,026	14,059
249	800	31%	0	0%	Fungicides	4,732	2,406	197%	2,204	215%	4,045	7,751
0	1,232	0%	1,247	0%	Herbicides	14,451	12,195	118%	10,226	141%	15,068	24,745
6,434	0	0%	47	13690%	Insecticides	23,433	14,076	166%	7,171	327%	15,077	31,210
1,423	3,000	47%	690	206%	Sand/Topdress	6,228	5,006	124%	6,361	98%	9,011	10,947
0	0	0%	0	0%	Seeds/Trees	4,400	4,069	108%	3,469	127%	4,069	4,400
542	0	0%	0	0%	Small Tools	1,203	307	392%	55	2175%	407	1,671
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	700	0%	0	0%	833	41
452	200	226%	1,176	38%	Irrigation	5,417	4,604	118%	4,115	132%	6,392	6,488
852	110	775%	3,167	27%	Repair & Maint - Equipment	19,178	16,711	115%	20,735	92%	20,663	27,508
0	505	0%	0	0%	Repair & Maint - Building	10	1,207	1%	270	4%	1,207	10
4,886	4,886	100%	4,512	108%	Equipment Lease	43,976	43,974	100%	40,605	108%	58,632	57,511
243	236	103%	234	104%	Utilities - Electric	2,015	1,804	112%	1,776	113%	2,703	2,786
3,105	1,529	203%	2,674	116%	Utilities - Other	20,761	12,443	167%	15,645	133%	16,748	27,240
101	92	110%	99	102%	Utilities - Telephone/Fax	901	794	113%	911	99%	1,072	1,199
283	199	142%	236	120%	Utilities - Water	2,375	2,331	102%	2,454	97%	2,897	3,099
0	0	0%	0	0%	Education & Training	375	0	0%	0	0%	0	375
0	0	0%	0	0%	Employee Relations	0	200	0%	9	0%	200	533
0	28	0%	0	0%	Employee Testing	409	159	257%	174	236%	244	786
1,800	2,000	90%	3,033	59%	O/S - Other	5,400	7,218	75%	8,639	63%	9,218	13,998
0	0	0%	0	0%	Tax/Licenses/Fees	300	0	0%	0	0%	0	300
0	100	0%	300	0%	Travel - Other	0	1,400	0%	1,800	0%	1,700	0
23,423	21,895	107%	17,799	132%	TOTAL OPERATING EXPENSES	194,239	167,418	116%	155,880	125%	212,591	285,988
(5,669)	(7,689)	74%	(8,643)	66%	EBITDA	128,997	126,022	102%	120,681	107%	121,955	75,496
(5,669)	(7,689)	74%	(8,643)	66%	NET INCOME	128,997	126,022	102%	120,681	107%	121,955	75,496

The Golf Club at Cypress Head
Carts
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
28,611	29,975	95%	31,381	91%	Cart Fee	392,887	382,470	103%	365,884	107%	470,029	487,709
28,611	29,975	95%	31,381	91%	Total Revenues	392,887	382,470	103%	365,884	107%	470,029	487,709
28,611	29,975	95%	31,381	91%	GROSS MARGIN	392,887	382,470	103%	365,884	107%	470,029	487,709
					PAYROLL							
6,121	6,038	101%	5,666	108%	Gross Payroll - Hourly	60,452	64,163	94%	55,509	109%	82,679	77,083
6,121	6,038	101%	5,666	108%	S/T Wages	60,452	64,163	94%	55,509	109%	82,679	77,083
478	462	104%	445	108%	Payroll Tax - FICA	4,750	4,907	97%	4,354	109%	6,323	6,058
91	126	72%	112	81%	Payroll Tax - UC	923	1,302	71%	1,395	66%	1,588	1,252
108	132	82%	179	60%	Payroll Tax - WC	1,120	1,363	82%	1,189	94%	1,767	1,386
12	6	207%	22	56%	Benefits	69	69	100%	79	87%	89	101
689	726	95%	758	91%	S/T Adders	6,863	7,641	90%	7,017	98%	9,867	8,797
6,811	6,764	101%	6,424	106%	TOTAL PAYROLL	67,315	71,804	94%	62,526	108%	92,546	85,880
					OPERATING EXPENSES							
53	200	27%	21	251%	Cart Supplies	1,367	1,906	72%	1,160	118%	2,521	1,564
0	200	0%	77	0%	Cart Repairs	33	1,255	3%	1,032	3%	1,855	327
5,356	5,356	100%	5,356	100%	Cart Lease	48,201	48,204	100%	48,201	100%	64,272	64,268
956	872	110%	814	117%	Utilities - Electric	7,874	8,375	94%	7,648	103%	10,680	10,153
6,365	6,628	96%	6,268	102%	TOTAL OPERATING EXPENSES	57,475	59,740	96%	58,040	99%	79,328	76,312
15,435	16,583	93%	18,690	83%	EBITDA	268,097	250,926	107%	245,318	109%	298,155	325,517
15,435	16,583	93%	18,690	83%	NET INCOME	268,097	250,926	107%	245,318	109%	298,155	325,517

The Golf Club at Cypress Head
Range
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,242	3,085	73%	2,187	102%	REVENUES							
2,242	3,085	73%	2,187	102%	Range	29,030	26,901	108%	27,472	106%	34,679	35,708
2,242	3,085	73%	2,187	102%	Total Revenues	29,030	26,901	108%	27,472	106%	34,679	35,708
2,242	3,085	73%	2,187	102%	GROSS MARGIN	29,030	26,901	108%	27,472	106%	34,679	35,708
0	0	0%	0	0%	OPERATING EXPENSES							
0	100	0%	31	0%	Range Balls	2,515	3,330	76%	2,550	99%	3,330	2,515
0	100	0%	0	0%	Range Equipment	1,149	984	117%	1,258	91%	1,284	1,149
0	75	0%	0	0%	Range Expenses	0	410	0%	23	0%	460	0
0	275	0%	31	0%	Repair & Maint - Equipment	0	675	0%	0	0%	900	0
0	275	0%	31	0%	TOTAL OPERATING EXPENSES	3,664	5,399	68%	3,831	96%	5,974	3,664
2,242	2,810	80%	2,156	104%	EBITDA	25,366	21,502	118%	23,641	107%	28,705	32,044
2,242	2,810	80%	2,156	104%	NET INCOME	25,366	21,502	118%	23,641	107%	28,705	32,044

The Golf Club at Cypress Head
F & B Cafe
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	REVENUES							
0	0	0%	0	0%	Food & Beverage	0	0	0%	0	0%	0	137
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	137
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	137
0	0	0%	0	0%	OPERATING EXPENSES							
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	79	0%	0	0
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	137	0%	0	0
0	0	0%	0	0%	Theft Loss	0	0	0%	106	0%	0	0
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	322	0%	0	0
0	0	0%	0	0%	EBITDA	0	0	0%	(322)	0%	0	137
0	0	0%	0	0%	NET INCOME	0	0	0%	(322)	0%	0	137

The Golf Club at Cypress Head
Golf Shop
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	(137)
80	20	400%	40	200%	Handicap Fee	4,600	4,507	102%	4,799	96%	4,567	4,690
1,262	250	505%	512	246%	Lessons	5,156	3,181	162%	4,918	105%	3,931	7,173
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	74	0%	0	0
110	200	55%	190	58%	Rental Clubs	2,200	2,442	90%	2,217	99%	3,042	2,590
4,651	4,329	107%	3,600	129%	Retail	48,901	45,314	108%	41,456	118%	57,514	61,902
6,103	4,799	127%	4,342	141%	Total Revenues	60,857	55,444	110%	53,464	114%	69,054	76,218
COST OF GOODS SOLD												
2,646	3,030	87%	2,032	130%	COGS - Merchandise	28,772	31,720	91%	29,055	99%	40,260	35,906
2,646	3,030	87%	2,032	130%	Total COGS	28,772	31,720	91%	29,055	99%	40,260	35,906
3,458	1,769	195%	2,311	150%	GROSS MARGIN	32,085	23,724	135%	24,409	131%	28,794	40,311
56.88%	69.99%	81.26%	56.43%	100.78%	COGS - Merchandise %	58.84%	70.00%	84.05%	70.09%	83.95%	70.00%	694.10%
PAYROLL												
3,689	4,093	90%	4,428	83%	Gross Payroll - Hourly	30,001	37,244	81%	36,479	82%	49,795	41,373
3,689	4,093	90%	4,428	83%	S/T Wages	30,001	37,244	81%	36,479	82%	49,795	41,373
291	313	93%	344	85%	Payroll Tax - FICA	2,350	2,851	82%	2,820	83%	3,812	3,228
33	53	62%	46	72%	Payroll Tax - UC	361	573	63%	638	57%	728	445
64	89	71%	127	50%	Payroll Tax - WC	543	790	69%	754	72%	1,063	726
388	455	85%	517	75%	S/T Adders	3,253	4,214	77%	4,212	77%	5,603	4,399
4,077	4,548	90%	4,944	82%	TOTAL PAYROLL	33,254	41,458	80%	40,691	82%	55,398	45,772
OPERATING EXPENSES												
0	50	0%	166	0%	Office Supplies	860	450	191%	739	116%	600	860
0	150	0%	0	0%	Supplies	878	1,351	65%	1,489	59%	1,801	1,971
150	200	75%	244	61%	Tournament Expense	(388)	974	-40%	910	-43%	1,174	(618)
0	0	0%	0	0%	Handicap Expense	4,174	4,289	97%	4,417	94%	4,475	4,681
0	75	0%	66	0%	Lesson Expense	0	740	0%	885	0%	965	265
0	0	0%	12	0%	Repair & Maint - Building	0	0	0%	31	0%	0	0
150	475	32%	488	31%	TOTAL OPERATING EXPENSES	5,524	7,804	71%	8,472	65%	9,015	7,159
(769)	(3,254)	24%	(3,122)	25%	EBITDA	(6,692)	(25,538)	26%	(24,754)	27%	(35,619)	(12,619)
(769)	(3,254)	24%	(3,122)	25%	NET INCOME	(6,692)	(25,538)	26%	(24,754)	27%	(35,619)	(12,619)

The Golf Club at Cypress Head
G & A
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
8,106	7,905	103%	7,511	108%	Gross Payroll - Salaried	74,657	71,145	105%	71,628	104%	94,860	99,630
8,106	7,905	103%	7,511	108%	S/T Wages	74,657	71,145	105%	71,628	104%	94,860	99,630
684	605	113%	643	106%	Payroll Tax - FICA	6,287	5,445	115%	6,047	104%	7,260	8,363
0	0	0%	0	0%	Payroll Tax - UC	237	291	82%	344	69%	291	237
175	173	101%	286	61%	Payroll Tax - WC	1,702	1,512	113%	1,982	86%	2,031	2,180
1,777	2,153	83%	2,237	79%	Benefits	15,593	18,257	85%	15,548	100%	24,716	19,879
2,635	2,931	90%	3,166	83%	S/T Adders	23,819	25,505	93%	23,921	100%	34,298	30,659
10,740	10,836	99%	10,677	101%	TOTAL PAYROLL	98,475	96,650	102%	95,549	103%	129,158	130,289
OPERATING EXPENSES												
342	232	147%	330	104%	Janitorial Supplies	2,291	3,168	72%	3,092	74%	4,136	3,276
0	92	0%	0	0%	Laundry/Uniforms	238	745	32%	55	433%	1,038	325
205	234	88%	131	156%	Office Supplies	2,472	2,937	84%	2,977	83%	3,766	3,456
134	200	67%	286	47%	Alarm System	2,521	1,022	247%	1,490	169%	1,425	3,449
0	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	890	0
261	260	100%	371	70%	Computer Service	2,094	6,136	34%	2,589	81%	6,912	2,638
0	0	0%	0	0%	Contract Cleaning	0	130	0%	130	0%	130	0
0	0	0%	85	0%	Guest Relations	32	0	0%	135	24%	0	32
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	0	230	0%	0	0%	230	0
518	124	417%	0	0%	Repair & Maint - Equipment	2,625	936	280%	479	548%	1,022	4,411
115	423	27%	401	29%	Repair & Maint - Building	2,820	2,001	141%	2,273	124%	2,001	3,599
168	162	104%	178	94%	Off-Site Storage	1,512	1,488	102%	1,549	98%	1,974	2,016
2,648	2,338	113%	2,759	96%	Utilities - Other	21,336	18,244	117%	19,344	110%	25,123	29,071
308	150	205%	132	233%	Utilities - Telephone/Fax	1,242	927	134%	1,081	115%	1,377	1,516
524	32	1637%	(19)	-2728%	Bank Charges	4,629	1,267	357%	1,929	240%	1,382	5,970
(72)	0	0%	261	-28%	Cash Short/(Over)	(400)	0	0%	(417)	96%	0	157
150	200	75%	200	75%	Cell Phone	1,500	1,875	80%	1,675	90%	2,475	2,000
2,515	2,566	98%	2,573	98%	City Surcharge R & R	32,043	32,081	100%	29,747	108%	39,852	40,102
624	88	709%	87	720%	Copier/Photocopies	642	495	130%	619	104%	671	785
1,850	2,500	74%	1,593	116%	Credit Card Discounts	20,728	22,110	94%	19,875	104%	27,744	24,356
0	0	0%	0	0%	Donations	(267)	0	0%	164	-163%	0	(67)
534	600	89%	459	116%	Dues & Subscriptions	1,039	1,009	103%	609	171%	1,109	1,039
0	0	0%	0	0%	Education & Training	150	200	75%	0	0%	200	150
0	130	0%	60	0%	Employee Relations	1,320	1,499	88%	1,340	99%	1,922	1,785
3,858	3,871	100%	3,414	113%	Insurance Expense	34,726	34,764	100%	33,782	103%	46,377	46,655
0	0	0%	0	0%	Member Relations	65	396	16%	131	49%	649	65
24	38	62%	0	0%	Messenger Service - Fedex	215	311	69%	282	76%	403	365
0	0	0%	0	0%	Miscellaneous	(36)	1,475	-2%	1,675	-2%	1,675	0
0	0	0%	0	0%	O/S - Accounting	12,000	12,000	100%	12,000	100%	12,000	12,000
56	0	0%	0	0%	O/S - Legal	0	0	0%	0	0%	80	0
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	56	0	0%	0	0%	0	56
0	0	0%	0	0%	O/S - Other	350	0	0%	0	0%	350	0
796	299	266%	548	145%	Payroll Processing Fee	8,600	2,600	331%	2,887	298%	3,535	12,399
81	0	0%	0	0%	Postage/Shipping	578	159	364%	97	595%	634	616
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	45	(10)	-450%	(240)	-19%	(100)	30
45	0	0%	49	92%	Travel - Meals	1,559	683	228%	1,424	110%	683	2,028
1,022	1,434	71%	1,058	97%	Travel - Other	7,201	11,288	64%	6,437	112%	13,523	9,887
0	0	0%	25	0%	Employee Meals	0	200	0%	25	0%	669	0
16,677	15,943	105%	14,951	112%	TOTAL OPERATING EXPENSES	165,928	163,046	102%	149,233	111%	205,607	214,518
(27,417)	(26,779)	102%	(25,627)	107%	EBITDA	(264,404)	(259,696)	102%	(244,783)	108%	(334,765)	(344,807)
5,713	5,827	98%	5,713	100%	Management Fee	51,416	52,443	98%	53,072	97%	69,924	68,554
5,713	5,827	98%	5,713	100%	Management Fees	51,416	52,443	98%	53,072	97%	69,924	68,554
37	98	38%	98	38%	Deprec - Mach & Equip	332	882	38%	878	38%	1,176	1,381
117	283	41%	283	41%	Deprec - Buildings	1,049	2,547	41%	2,551	41%	3,396	7,718
154	381	40%	381	40%	S/T DEPR. & AMORT	1,380	3,429	40%	3,429	40%	4,572	9,098
(33,284)	(32,987)	101%	(31,721)	105%	NET INCOME	(317,200)	(315,568)	101%	(301,284)	105%	(409,261)	(422,460)

The Golf Club at Cypress Head
Marketing
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
3,361	3,371	100%	3,364	100%	Gross Payroll - Salaried	31,358	30,339	103%	30,414	103%	40,452	41,340
3,361	3,371	100%	3,364	100%	S/T Wages	31,358	30,339	103%	30,414	103%	40,452	41,340
241	258	94%	244	99%	Payroll Tax - FICA	2,254	2,322	97%	2,189	103%	3,096	2,966
0	5	0%	0	0%	Payroll Tax - UC	115	191	60%	163	71%	206	115
59	74	80%	103	57%	Payroll Tax - WC	556	646	86%	635	88%	868	715
423	425	100%	492	86%	Benefits	3,780	3,706	102%	3,693	102%	4,981	4,667
723	762	95%	839	86%	S/T Adders	6,705	6,865	98%	6,679	100%	9,151	8,464
4,084	4,133	99%	4,203	97%	TOTAL PAYROLL	38,063	37,204	102%	37,094	103%	49,603	49,803
OPERATING EXPENSES												
3,431	650	528%	495	694%	Advertising & Promotion	16,017	13,233	121%	14,742	109%	16,247	20,507
0	500	0%	0	0%	Miscellaneous	900	10,116	9%	11,616	8%	11,616	900
0	100	0%	74	0%	Travel - Other	112	900	12%	402	28%	1,200	112
0	0	0%	2,100	0%	Website Expenses	0	3,000	0%	3,000	0%	4,000	0
3,431	1,250	274%	2,669	129%	TOTAL OPERATING EXPENSES	17,029	27,249	62%	29,760	57%	33,063	21,519
(7,515)	(5,383)	140%	(6,872)	109%	EBITDA	(55,092)	(64,453)	85%	(66,854)	82%	(82,666)	(71,322)
(7,515)	(5,383)	140%	(6,872)	109%	NET INCOME	(55,092)	(64,453)	85%	(66,854)	82%	(82,666)	(71,322)

The Golf Club at Cypress Head
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
68,491	70,639	97%	67,213	102%	Green Fees & Cart Fees	952,505	907,007	105%	865,305	110%	1,116,089	1,164,467
4,651	4,329	107%	3,600	129%	Merchandise	48,901	45,314	108%	41,456	118%	57,514	61,765
1,452	470	309%	742	196%	Other Pro Shop	11,956	10,130	118%	12,007	100%	11,540	14,453
2,242	3,085	73%	2,187	102%	Range	29,030	26,901	108%	27,472	106%	34,679	35,708
0	0	0%	0	0%	Food and Beverage	0	0	0%	0	0%	0	137
2,515	2,566	98%	2,573	98%	Other Operating Revenues	32,043	32,081	100%	29,747	108%	39,852	40,102
79,351	81,089	98%	76,316	104%	TOTAL REVENUE	1,074,435	1,021,433	105%	975,988	110%	1,259,674	1,316,632
COST OF SALES												
2,646	3,030	87%	2,032	130%	Merchandise	28,772	31,720	91%	29,055	99%	40,260	35,906
2,646	3,030	87%	2,032	130%	TOTAL COGS	28,772	31,720	91%	29,055	99%	40,260	35,906
56.9%	70.0%	81.3%	56.4%	100.8%	COGS - Merchandise %	58.8%	70.0%	84.1%	70.1%	83.9%	70.0%	694.1%
PAYROLL												
24,641	29,024	85%	29,248	84%	Course and Grounds	268,425	263,178	102%	252,608	106%	351,366	355,376
6,811	6,764	101%	6,424	106%	Carts, Range, Starters, Etc.	67,315	71,804	94%	62,526	108%	92,546	85,880
4,077	4,548	90%	4,944	82%	Pro Shop	33,254	41,458	80%	40,691	82%	55,398	45,772
10,740	10,836	99%	10,677	101%	General and Administrative	98,475	96,650	102%	95,549	103%	129,158	130,289
4,084	4,133	99%	4,203	97%	Marketing	38,063	37,204	102%	37,094	103%	49,603	49,603
50,353	55,305	91%	55,496	91%	TOTAL PAYROLL	505,533	510,294	99%	488,468	103%	678,071	667,120
OPERATING EXPENSES												
23,423	21,895	107%	17,799	132%	Course and Grounds	194,239	167,418	116%	155,880	125%	212,591	285,988
6,365	6,903	92%	6,299	101%	Carts, Range, Starters, Etc.	61,139	65,139	94%	61,871	99%	85,302	79,976
150	475	32%	488	31%	Pro Shop	5,524	7,804	71%	8,472	65%	9,015	7,159
0	0	0%	0	0%	Food and Beverage	0	0	0%	322	0%	0	0
16,677	15,943	105%	14,951	112%	General and Administrative	165,928	163,046	102%	149,233	111%	205,607	214,518
3,431	1,250	274%	2,669	129%	Marketing	17,029	27,249	62%	29,760	57%	33,063	21,519
50,046	46,466	108%	42,206	119%	TOTAL OPERATING EXPENSES	443,859	430,656	103%	405,538	109%	545,578	609,160
103,044	104,801	98%	99,734	103%	TOTAL EXPENSES	978,164	972,670	101%	923,061	106%	1,263,909	1,312,187
(23,693)	(23,712)	100%	(23,418)	101%	EBITDA	96,272	48,763	197%	52,927	182%	(4,235)	4,445

The Golf Club at Cypress Head
For the Nine Months Ending June 30, 2017

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(23,693)	(23,712)	100%	(23,418)	101%	EBITDA	96,272	48,763	197%	52,927	182%	(4,235)	4,445
(5,713)	(5,827)	98%	(5,713)	100%	MANAGEMENT FEES	(51,416)	(52,443)	98%	(53,072)	97%	(69,924)	(68,554)
(154)	(381)	40%	(381)	40%	OTHER INCOME (EXPENSE)	(1,380)	(3,429)	40%	(3,429)	40%	(4,572)	(9,098)
(154)	(381)	40%	(381)	40%	Depreciation & Amortization	(1,380)	(3,429)	40%	(3,429)	40%	(4,572)	(9,098)
(29,560)	(29,920)	99%	(29,512)	100%	TOTAL OTHER INCOME (EXPENSE)	(1,380)	(3,429)	40%	(3,429)	40%	(4,572)	(9,098)
					NET INCOME	43,475	(7,109)	-612%	(3,574)	-1216%	(78,731)	(73,207)
2,360	2,900	81%	2,360	100%	Paid Rounds	30,170	29,973	101%	27,574	109%	38,696	37,474
519	331	157%	590	88%	Annual Pass Rounds	6,571	4,143	159%	6,796	97%	5,051	8,432
224	230	97%	210	107%	Other Rounds	2,131	2,061	103%	1,831	116%	2,812	2,737
3,103	3,461	90%	3,160	98%	Total Rounds	38,872	36,177	107%	36,201	107%	46,559	48,643
34	28	120%	32	104%	Revenue/Paid Rounds	36	34	105%	35	101%	33	420
26	23	109%	24	106%	Revenue/Total Rounds	28	28	98%	27	103%	27	321

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:

Date: 6/1/2017

Account: First Last

Sorted By:

Account

Include: Posting, Unit

Print Currency In: Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$64,876.89	\$65,307.84	\$133,853.05	(\$68,545.21)	(\$3,668.32)
	10050-5950-900	Cash - Course Payroll BMO	\$25,164.64	\$40,661.98	\$41,108.16	(\$446.18)	\$24,718.46
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	\$0.00	\$95.00	\$95.00	\$0.00	\$0.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$3,126.30	\$17,663.87	\$8,406.04	\$9,257.83	\$12,384.13
	12000-5950-900	Inventory - Merchandise	\$16,693.80	\$4,753.56	\$2,799.26	\$1,954.30	\$18,648.10
	13020-5950-900	Prepaid Insurance	\$3,504.37	\$22,968.31	\$6,909.74	\$16,058.57	\$19,562.94
	13040-5950-900	Prepaid Exp - Other	\$8,665.18	\$5,712.85	\$6,240.79	(\$527.94)	\$8,137.24
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$3,347.18)	\$0.00	\$36.87	(\$36.87)	(\$3,384.05)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,116.15)	\$0.00	\$116.74	(\$116.74)	(\$22,232.89)
	30000-5950-900	Accts Pay - Trade	(\$40,723.39)	\$116,921.53	\$120,025.07	(\$3,103.54)	(\$43,826.93)
	30040-5950-900	Accts Pay - Other	\$109,883.29	\$10,372.71	\$10,673.91	(\$301.20)	\$109,582.09
	31000-5950-900	Accrued Expenses	\$0.00	\$0.00	\$354.08	(\$354.08)	(\$354.08)
	31020-5950-900	Accrued Payroll	(\$10,782.73)	\$4,618.65	\$7,720.97	(\$3,102.32)	(\$13,885.05)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$220.00	\$570.00	(\$350.00)	(\$350.00)
	31220-5950-900	Accrued Sales Tax	(\$5,289.64)	\$5,289.64	\$3,727.07	\$1,562.57	(\$3,727.07)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,515.44	\$2,515.44	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,160.85)	\$954.96	\$1,373.68	(\$418.72)	(\$2,579.57)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$1,988.90)	\$6,326.30	\$6,219.46	\$106.84	(\$1,882.06)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$19,856.57)	\$4,964.15	\$0.00	\$4,964.15	(\$14,892.42)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$19,386.96)	\$4,846.73	\$0.00	\$4,846.73	(\$14,540.23)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$139.14)	\$10.00	\$0.00	\$10.00	(\$129.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$18,432.94)	\$352.96	\$1,104.34	(\$751.38)	(\$19,184.32)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,203.34)	\$844.93	\$349.18	\$495.75	(\$14,707.59)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$36,556.50)	\$9,139.13	\$0.00	\$9,139.13	(\$27,417.37)
	32220-5950-900	Deferred Rev - Founders Pass	(\$393.95)	\$98.48	\$0.00	\$98.48	(\$295.47)
	49020-5950-900	Retained Earnings - Current	\$1.12	\$0.00	\$0.00	\$0.00	\$1.12
	50000-5950-100	Green Fees - Annual Pass	(\$78,760.21)	\$0.00	\$9,909.36	(\$9,909.36)	(\$88,669.57)
	50040-5950-100	Green Fees - Member	(\$411,450.76)	\$78.35	\$27,532.91	(\$27,454.56)	(\$438,905.32)
	50070-5950-100	Green Fees - (surcharge)	(\$29,527.75)	\$2,515.44	\$5,030.88	(\$2,515.44)	(\$32,043.19)
	50500-5950-200	Cart Fee 18	(\$291,432.63)	\$0.00	\$19,472.03	(\$19,472.03)	(\$310,904.66)
	50520-5950-200	Cart Fee - Annual Trail	(\$72,842.92)	\$0.00	\$9,139.13	(\$9,139.13)	(\$81,982.05)
	52090-5950-600	Handicap Fee	(\$4,520.00)	\$0.00	\$80.00	(\$80.00)	(\$4,600.00)
	52150-5950-600	Lessons	(\$3,894.05)	\$0.00	\$1,261.93	(\$1,261.93)	(\$5,155.98)
	52280-5950-600	Rental Clubs	(\$2,090.00)	\$0.00	\$110.00	(\$110.00)	(\$2,200.00)
	52310-5950-600	Retail	(\$44,249.97)	\$0.00	\$4,651.32	(\$4,651.32)	(\$48,901.29)
	53050-5950-220	Range Pass Revenue	(\$26,788.12)	\$0.00	\$2,241.90	(\$2,241.90)	(\$29,030.02)
	56120-5950-100	City Surcharge R & R	(\$29,527.75)	\$0.00	\$2,515.44	(\$2,515.44)	(\$32,043.19)
	60000-5950-600	COGS - Merchandise - Accessories	\$26,126.30	\$2,645.51	\$0.00	\$2,645.51	\$28,771.81
	70000-5950-100	Gross Payroll - Salaried	\$69,329.44	\$4,079.67	\$370.88	\$3,708.79	\$73,038.23
	70000-5950-900	Gross Payroll - Salaried	\$66,551.25	\$10,973.79	\$2,868.22	\$8,105.57	\$74,656.82
	70000-5950-950	Gross Payroll - Salaried	\$27,996.64	\$3,663.72	\$302.64	\$3,361.08	\$31,357.72
	70010-5950-100	Gross Payroll - Hourly	\$126,195.48	\$17,951.34	\$1,639.56	\$16,311.78	\$142,507.26
	70010-5950-200	Gross Payroll - Hourly	\$54,331.00	\$6,803.41	\$682.01	\$6,121.40	\$60,452.40
	70010-5950-600	Gross Payroll - Hourly	\$26,311.65	\$4,013.11	\$323.71	\$3,689.40	\$30,001.05
	71000-5950-100	Payroll Tax - FICA	\$13,830.17	\$1,561.41	\$144.60	\$1,416.81	\$15,246.98
	71000-5950-200	Payroll Tax - FICA	\$4,271.27	\$533.09	\$54.63	\$478.46	\$4,749.73
	71000-5950-600	Payroll Tax - FICA	\$2,058.66	\$316.35	\$25.44	\$290.91	\$2,349.57
	71000-5950-900	Payroll Tax - FICA	\$5,603.16	\$752.23	\$68.72	\$683.51	\$6,286.67
	71000-5950-950	Payroll Tax - FICA	\$2,013.21	\$262.81	\$21.57	\$241.24	\$2,254.45
	71010-5950-100	Payroll Tax - UC	\$1,728.45	\$114.62	\$0.00	\$114.62	\$1,843.07
	71010-5950-200	Payroll Tax - UC	\$832.67	\$90.66	\$0.00	\$90.66	\$923.33
	71010-5950-600	Payroll Tax - UC	\$328.05	\$33.03	\$0.00	\$33.03	\$361.08
	71010-5950-900	Payroll Tax - UC	\$237.18	\$0.00	\$0.00	\$0.00	\$237.18

TRIAL BALANCE SUMMARY FOR 2016

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-950	Payroll Tax - UC	\$114.92	\$0.00	\$0.00	\$0.00	\$114.92
	71020-5950-100	Payroll Tax - WC	\$3,514.52	\$346.72	\$0.00	\$346.72	\$3,861.24
	71020-5950-200	Payroll Tax - WC	\$1,012.61	\$107.84	\$0.00	\$107.84	\$1,120.45
	71020-5950-600	Payroll Tax - WC	\$479.12	\$63.57	\$0.00	\$63.57	\$542.69
	71020-5950-900	Payroll Tax - WC	\$1,527.55	\$174.51	\$0.00	\$174.51	\$1,702.06
	71020-5950-950	Payroll Tax - WC	\$496.43	\$59.08	\$0.00	\$59.08	\$555.51
	71030-5950-100	Benefits	\$29,186.27	\$4,390.08	\$1,647.82	\$2,742.26	\$31,928.53
	71030-5950-200	Benefits	\$56.81	\$54.77	\$42.35	\$12.42	\$69.23
	71030-5950-900	Benefits	\$13,816.23	\$3,223.36	\$1,446.84	\$1,776.52	\$15,592.75
	71030-5950-950	Benefits	\$3,357.20	\$616.68	\$193.60	\$423.08	\$3,780.28
	80110-5950-200	Cart Supplies	\$1,313.49	\$53.31	\$0.00	\$53.31	\$1,366.80
	80170-5950-100	Course Accessories	\$3,348.91	\$0.00	\$0.00	\$0.00	\$3,348.91
	80230-5950-100	Fertilizer	\$24,317.52	\$2,534.20	\$650.40	\$1,883.80	\$26,201.32
	80270-5950-100	Fuel	\$7,955.83	\$1,168.02	\$0.00	\$1,168.02	\$9,123.85
	80280-5950-100	Fungicides	\$4,483.27	\$248.55	\$0.00	\$248.55	\$4,731.82
	80320-5950-100	Herbicides	\$14,450.52	\$0.00	\$0.00	\$0.00	\$14,450.52
	80370-5950-100	Insecticides	\$16,998.55	\$6,434.20	\$0.00	\$6,434.20	\$23,432.75
	80380-5950-900	Janitorial Supplies	\$1,949.26	\$342.12	\$0.00	\$342.12	\$2,291.38
	80420-5950-900	Laundry/Uniforms	\$238.12	\$0.00	\$0.00	\$0.00	\$238.12
	80520-5950-600	Office Supplies	\$860.32	\$0.00	\$0.00	\$0.00	\$860.32
	80520-5950-900	Office Supplies	\$2,267.22	\$257.05	\$52.12	\$204.93	\$2,472.15
	80610-5950-220	Range Balls	\$2,515.00	\$0.00	\$0.00	\$0.00	\$2,515.00
	80620-5950-220	Range Equipment	\$1,149.15	\$0.00	\$0.00	\$0.00	\$1,149.15
	80690-5950-100	Sand/Topdress	\$4,804.62	\$1,423.41	\$0.00	\$1,423.41	\$6,228.03
	80710-5950-100	Seeds/Trees	\$4,400.00	\$0.00	\$0.00	\$0.00	\$4,400.00
	80730-5950-100	Small Tools	\$660.65	\$542.01	\$0.00	\$542.01	\$1,202.66
	80780-5950-600	Supplies	\$877.50	\$0.00	\$0.00	\$0.00	\$877.50
	80810-5950-600	Tournament Expense	(\$537.43)	\$6,334.54	\$6,184.88	\$149.66	(\$387.77)
	81010-5950-900	Alarm System	\$2,386.50	\$134.00	\$0.00	\$134.00	\$2,520.50
	81090-5950-200	Cart Repairs	\$33.11	\$0.00	\$0.00	\$0.00	\$33.11
	81130-5950-900	Computer Service	\$1,833.06	\$261.26	\$0.00	\$261.26	\$2,094.32
	81200-5950-900	Guest Relations	\$31.94	\$0.00	\$0.00	\$0.00	\$31.94
	81220-5950-600	Handicap Expense	\$4,173.50	\$0.00	\$0.00	\$0.00	\$4,173.50
	81250-5950-100	Irrigation	\$4,965.26	\$523.00	\$71.16	\$451.84	\$5,417.10
	81350-5950-100	Repair & Maint - Equipment	\$18,326.20	\$852.23	\$0.00	\$852.23	\$19,178.43
	81350-5950-900	Repair & Maint - Equipment	\$2,107.94	\$517.50	\$0.00	\$517.50	\$2,625.44
	81360-5950-100	Repair & Maint - Building	\$10.42	\$0.00	\$0.00	\$0.00	\$10.42
	81360-5950-900	Repair & Maint - Building	\$2,704.98	\$115.31	\$0.00	\$115.31	\$2,820.29
	82000-5950-200	Cart Lease	\$42,845.36	\$5,355.67	\$0.00	\$5,355.67	\$48,201.03
	82020-5950-100	Equipment Lease	\$39,090.00	\$4,886.25	\$0.00	\$4,886.25	\$43,976.25
	82060-5950-900	Off-Site Storage	\$1,344.00	\$168.00	\$0.00	\$168.00	\$1,512.00
	83000-5950-100	Utilities - Electric	\$1,772.16	\$243.11	\$0.00	\$243.11	\$2,015.27
	83000-5950-200	Utilities - Electric	\$6,917.12	\$956.46	\$0.00	\$956.46	\$7,873.58
	83020-5950-100	Utilities - Other	\$17,655.90	\$3,105.45	\$0.00	\$3,105.45	\$20,761.35
	83020-5950-900	Utilities - Other	\$18,688.04	\$2,647.96	\$0.00	\$2,647.96	\$21,336.00
	83030-5950-100	Utilities - Telephone/Fax	\$799.60	\$100.94	\$0.00	\$100.94	\$900.54
	83030-5950-900	Utilities - Telephone/Fax	\$934.18	\$308.04	\$0.00	\$308.04	\$1,242.22
	83050-5950-100	Utillties - Water	\$2,092.01	\$283.17	\$0.00	\$283.17	\$2,375.18
	84030-5950-950	Adv/Promo - Local/Regional Print	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$11,886.54	\$1,330.57	\$0.00	\$1,330.57	\$13,217.11
	84110-5950-950	Adv/Promo - Website	\$0.00	\$2,100.00	\$0.00	\$2,100.00	\$2,100.00
	85020-5950-900	Bank Charges	\$4,104.87	\$523.92	\$0.00	\$523.92	\$4,628.79
	85050-5950-900	Cash Short/(Over)	(\$327.51)	\$125.80	\$197.96	(\$72.16)	(\$399.67)
	85060-5950-900	Cell Phone	\$1,350.00	\$150.00	\$0.00	\$150.00	\$1,500.00
	85070-5950-900	City Surcharge R & R	\$29,527.75	\$2,515.44	\$0.00	\$2,515.44	\$32,043.19
	85110-5950-900	Copier/Photocopies	\$17.72	\$624.26	\$0.00	\$624.26	\$641.98
	85120-5950-900	Credit Card Discounts	\$18,878.12	\$1,850.33	\$0.00	\$1,850.33	\$20,728.45
	85140-5950-900	Donations	(\$266.95)	\$57.00	\$57.00	\$0.00	(\$266.95)
	85150-5950-900	Dues & Subscriptions	\$505.00	\$534.00	\$0.00	\$534.00	\$1,039.00
	85160-5950-100	Education & Training	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
	85160-5950-900	Education & Training	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85190-5950-900	Employee Relations	\$1,319.87	\$84.42	\$84.42	\$0.00	\$1,319.87
	85200-5950-100	Employee Testing	\$409.40	\$0.00	\$0.00	\$0.00	\$409.40

TRIAL BALANCE SUMMARY FOR 2016
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85280-5950-900	Insurance Expense	\$30,867.12	\$7,263.82	\$3,405.37	\$3,858.45	\$34,725.57
	85320-5950-900	Member Relations	\$64.50	\$0.00	\$0.00	\$0.00	\$64.50
	85330-5950-900	Messenger Service - Fedex	\$191.67	\$23.69	\$0.00	\$23.69	\$215.36
	85340-5950-900	Miscellaneous	(\$35.64)	\$0.00	\$0.00	\$0.00	(\$35.64)
	85340-5950-950	Miscellaneous	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
	85390-5950-900	O/S - Accounting	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
	85420-5950-900	O/S - Legal-Mgmt Contracts	\$0.00	\$56.00	\$0.00	\$56.00	\$56.00
	85430-5950-100	O/S - Other	\$3,600.00	\$1,800.00	\$0.00	\$1,800.00	\$5,400.00
	85430-5950-900	O/S - Other	\$350.00	\$0.00	\$0.00	\$0.00	\$350.00
	85480-5950-900	Payroll Processing Fee	\$7,803.40	\$1,012.09	\$215.82	\$796.27	\$8,599.67
	85490-5950-900	Postage/Shipping	\$496.65	\$81.34	\$0.00	\$81.34	\$577.99
	85610-5950-100	Tax/Licenses/Fees	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
	85610-5950-900	Tax/Licenses/Fees	\$75.00	\$0.00	\$30.00	(\$30.00)	\$45.00
	85710-5950-900	Travel - Meals	\$1,514.95	\$44.52	\$0.00	\$44.52	\$1,559.47
	85720-5950-900	Travel - Other	\$6,179.39	\$1,021.88	\$0.00	\$1,021.88	\$7,201.27
	85720-5950-950	Travel - Other	\$112.32	\$0.00	\$0.00	\$0.00	\$112.32
	90000-5950-900	Management Fee	\$45,702.80	\$5,712.85	\$0.00	\$5,712.85	\$51,415.65
	98020-5950-900	Deprec - Mach & Equip	\$294.96	\$36.87	\$0.00	\$36.87	\$331.83
	98040-5950-900	Deprec - Buildings	\$931.92	\$116.74	\$0.00	\$116.74	\$1,048.66
	RCMWD-5950-100	Rounds - Complimentary - Weekday	11,154.00	115.00	0.00	115.00	11,269.00
	REMWD-5950-100	Rounds - Employee - Weekday	17,459.00	109.00	0.00	109.00	17,568.00
	RMBWD-5950-100	Rounds - Member - Weekday	62,756.00	519.00	0.00	519.00	63,275.00
	RPKWD-5950-100	Rounds - Peak - Weekday	329,951.00	2,360.00	0.00	2,360.00	332,311.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
		Grand Totals:	144	\$0.00	\$456,925.47	\$456,925.47	\$0.00



July 20th, 2017

Robin Fenwick
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Ms. Fenwick,

The following is the financial and operational summary report for June 2017 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR MONTH ENDING June 2017								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 39,879	\$ 40,664	\$ (785)		\$ 559,618	\$ 524,537	\$ 499,421	\$ 35,081
Cart Fees	\$ 28,611	\$ 29,975	\$ (1,364)		\$ 392,887	\$ 382,470	\$ 365,864	\$ 10,417
Range	\$ 2,242	\$ 3,085	\$ (843)		\$ 29,030	\$ 26,901	\$ 27,472	\$ 2,129
Pro- Shop Revenues	\$ 6,103	\$ 4,799	\$ 1,304		\$ 60,857	\$ 55,444	\$ 53,464	\$ 5,413
City Surcharge R/R	\$ 2,515	\$ 2,566	\$ (51)		\$ 32,043	\$ 32,061	\$ 29,747	\$ (18)
Total Revenue	\$ 79,350	\$ 81,089	\$ (1,739)		\$ 1,074,435	\$ 1,021,413	\$ 975,968	\$ 53,022
Cost of Sales	\$ 2,646	\$ 3,030	\$ (384)	56%	\$ 28,772	\$ 31,720	\$ 29,055	\$ (2,948)
Merchandise	\$ 2,646	\$ 3,030	\$ (384)		\$ 28,772	\$ 31,720	\$ 29,055	\$ (2,948)
Gross Margin	\$ 76,704	\$ 78,059	\$ (1,355)		\$ 1,045,663	\$ 989,693	\$ 946,913	\$ 55,970
								58%
Total Payroll	\$ 50,353	\$ 55,305	\$ (4,952)		\$ 505,533	\$ 510,294	\$ 488,468	\$ (4,761)
Total Operating Expenses	\$ 50,046	\$ 46,466	\$ 3,580		\$ 443,859	\$ 430,656	\$ 405,538	\$ 13,203
Net Operating Income	\$ (23,693)	\$ (23,712)	\$ 19		\$ 96,272	\$ 48,763	\$ 52,927	\$ 47,509
Other Expenses	\$ 5,867	\$ 6,208	\$ (341)		\$ 52,796	\$ 55,872	\$ 56,501	\$ (3,076)
Management Fee	\$ 5,713	\$ 5,827	\$ (114)		\$ 51,416	\$ 52,443	\$ 53,072	\$ (1,027)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 154	\$ 381	\$ 545		\$ 1,380	\$ 3,429	\$ 3,429	\$ (2,049)
Net Cash From Ops	\$ (29,560)	\$ (29,920)	\$ 360		\$ 43,476	\$ (7,109)	\$ (3,574)	\$ 50,585
Rounds								
Total Rounds	3,103	3,461	(358)		38,872	36,177	36,201	2,695
Avg. Green Fee/Cart Fee	\$22.07	\$20.41	\$ 1.66		\$24.50	\$25.07	\$23.90	\$ (0.57)
Avg. Merchandise/round	\$1.97	\$1.39	\$ 0.58		\$1.57	\$1.53	\$1.48	\$ 0.03

Overview:

- Overall revenues for June finished at \$79,351 versus a budgeted amount of \$81,089. The range revenue was negative for \$843 relative to the budgeted amount for the month. The pro shop and merchandise sales were \$1,304 over the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$4,952.
- Our operating expenses were slightly over the projected budget by \$3,580 for the month.
- The month of June is the ninth month in our fiscal year with the revenues being ahead of budget by \$53,022 as we continue to offer exceptional customer service and outstanding course conditions. Total payroll YTD is under the projected budget by \$4,761 with total expenses being over budget by \$13,203 mostly due to the additional expenses required for herbicides, fertilizers, insecticides and topdressing materials to maintain the conditions of the putting greens.
- The seven month drought for Central Florida ended in June. We received over 9 inches of rain during the month with 7 days of cart path restricted play. Unfortunately, this reduces the amount of players and rounds due to an older population who will not play with limited access to the course.
- We also performed an aerification of the greens which also had an effect with reducing rounds due to top dressed surfaces affecting playing conditions.
- Even with all the challenges for the month we were able to attain 98% of the revenue budget.

R&R Projects:

- There were no projects for the month of June.

Tee Sheet Activity:

- There were 3,103 total rounds for the month which included 2,360 paid rounds, 519 Annual with Cypress Pass member rounds and 224 other rounds. The round type for the month included 2429 eighteen hole rounds and 494 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

June 2017 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2360	2900	2360	30170	29973
Annual	519	331	590	6571	4143
Other rounds	224	231	210	2131	2061
Total Rounds	3103	3461	3160	38872	36177

Departmental Summaries:

Course & Grounds/Range

- In regards to the maintenance department, because of the heavy amount of rain during this month, the regular schedule involving the mowing patterns for the golf course was affected. Some areas that were very wet could not sustain the equipment so to prevent any damage to the course or the equipment there were some locations that were not able to be mowed.
- A foliar application of nutrients was distributed over the entire golf course. A light granular fertilizer and an insecticide were also applied to the greens.

- We performed a large tine aerification of the greens in June which was necessary to help control the buildup of thatch, alleviate soil compaction and promote root growth. This process does require a large amount of topdressing materials and does affect the playability of the golf course for several days.
- The maintenance team is continuing with projects on the golf course including spot spraying for weeds, detailing the edges of cart paths, tee sign beds and bunkers.

Golf Shop/Carts

- New merchandise continues to arrive and is regularly updated to enhance the professional nature of the golf shop and help promote merchandise sales. Vendors include Horn Legend, Footjoy, Titleist, Callaway, Bridgestone, Bermuda Sands, Ahead headwear and St Andrews products. There was \$1,315 in gift card sales purchased for the month as well as over \$4,651 in pro-shop sales.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We continue to be committed to providing quality carts for the enjoyment of all our players.
- The staff at Cypress Head Golf Course continues to offer lesson packages for beginners as well as advanced players. In conjunction with the Kemper Sports Player Development initiatives, we offered a Golf Get Ready program for all levels of golfers from beginners to skilled players.
- The MGA, the WGA and our summer leagues continue to play on a weekly basis and continue to be well attended. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf followed by dinner at the Tavern.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is focusing on booking tournament events and she hosted a “How to run a successful Golf Tournament” seminar which was well attended.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to maintain our database of emails with over 10,200 unique e-mail addresses. The golf staff continues to register player profiles including residency, phone numbers and proper classifications of all players. This process will allow us an opportunity to offer promotions to our database to experience all that Cypress Head has to offer.
- Ms. Hunter continues to cultivate her relationships in the community by her continued involvement in the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club.
- During the month of June we hosted the 31st Annual Mayor’s Tournament with a full complement of players. All the participants enjoyed the day even though the heavy rains required a cart path only scenario. The event benefitted the Parks & Recreation programs for the city of Port Orange.
- We hosted multiple programs for the month of June in connection with Player Development initiatives from Kemper Sports. There was a great response from new players who took advantage of learning the game of golf as well as enjoying all that Cypress Head has to offer.
- We continue to have our Junior Summer program in place including summer camps, junior clinics and our “Kids Play Free” initiative. The information has been shared with the Parks & Recreation department for distribution by the city of Port Orange. All of us here at Cypress Head are committed to assisting our junior golfers and increasing our presence in the community.
- We continue to increase our visibility on various social media platforms such as Facebook, twitter and Instagram.

Mindshare Reviews and Comments:

Report run: 7/20/2017 1:19 PM MDT

Data current as of: 7/20/2017 12:40 PM MDT

REPORT CRITERIA

Date of Survey: 6/1/17 - 6/30/17

Select level: Cypress Head

Number of Surveys: 5

	#	Zip Code	Date Golfer	Date of Survey	Tee Time	Overall Rating	Service Rating	Course Rating	Food Rating	Recommend Rating	NPS	Overall Rating w/o F&B	Comments	
Totals						9.5	9.6	9.0	10.0	9.8	100.0	9.5		
Cypress Head						9.5	9.6	9.0	10.0	9.8	100.0	9.5		
Golf						9.5	9.6	9.0	10.0	9.8	100.0	9.5		
	1	32701	5/26/17	6/1/17	9:24 AM	9.5	10	8	10	10	100	9.3		
	2	32136	5/30/17	6/1/17	7:36 AM	10.0	10	10	10	10	100	10	A little costly for non-city players.	
	3	32127	5/25/17	6/1/17	2:18 PM	8.7	8	9		9	100	8.7		
	4	32128	6/2/17	6/4/17	1:06 PM	9.7	10	9		10	100	9.7		
	5	32128	6/2/17	6/5/17	7:27 AM	9.7	10	9		10	100	9.7	Continue to remove Palmetto plants that are in, or to near the place of play.	

- There were over 300 questionnaires mailed out to players during the month with an overall rating for the golf course receiving a 9.5. We also received a recommended rating of 9.8 and our service rating is at 9.6.
- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.



Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- Due to the success of the Kemper sponsored player development programs, we will continue to offer junior clinic every Saturday and we have another summer camp clinic scheduled during July. These programs are designed to introduce new players to the game of golf and to experience all that Cypress Head has to offer.
- Cypress Head is very excited about hosting the Volusia Flagler Junior Golf Association tournament in July. We are anticipating 40-60 junior golfers ranging in age from 7-12 to participate in this yearly event.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.

CITY OF PORT ORANGE
FIRE AND RESCUE PENSION FUND

ACTUARIAL VALUATION REPORT
AS OF OCTOBER 1, 2016

CONTRIBUTIONS APPLICABLE TO THE PLAN/
FISCAL YEAR ENDED SEPTEMBER 30, 2018

February 13, 2017

Board of Trustees
City of Port Orange
Fire and Rescue Pension Fund

Re: Fire and Rescue Pension Fund

Dear Board:

We are pleased to present to the Board this report of the annual actuarial valuation of the City of Port Orange Fire and Rescue Pension Fund. The valuation was performed to determine whether the assets and contributions are sufficient to provide the prescribed benefits and to develop the appropriate funding requirements for the applicable plan year. Please note that this valuation may not be applicable for any other purposes.

The valuation has been conducted in accordance with generally accepted actuarial principles and practices, including the applicable Actuarial Standards of Practice as issued by the Actuarial Standards Board, and reflects laws and regulations issued to date pursuant to the provisions of Chapters 112 and 175, Florida Statutes, as well as applicable federal laws and regulations. In our opinion, the assumptions used in this valuation, as adopted by the Board of Trustees, represent reasonable expectations of anticipated plan experience. Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations.

In conducting the valuation, we have relied on personnel, plan design, and asset information supplied by the Board of Trustees, financial reports prepared by the custodian bank, and the actuarial assumptions and methods described in the Actuarial Assumptions section of this report. While we cannot verify the accuracy of all this information, the supplied information was reviewed for consistency and reasonableness. As a result of this review, we have no reason to doubt the substantial accuracy of the information and believe that it has produced appropriate results. This information, along with any adjustments or modifications, is summarized in various sections of this report.

The undersigned is familiar with the immediate and long-term aspects of pension valuations, and meets the Qualification Standards of the American Academy of Actuaries necessary to render the actuarial

opinions contained herein. All of the sections of this report are considered an integral part of the actuarial opinions.

To our knowledge, no associate of Foster & Foster, Inc. working on valuations of the program has any direct financial interest or indirect material interest in the City of Port Orange, nor does anyone at Foster & Foster, Inc. act as a member of the Board of Trustees of the City of Port Orange Fire and Rescue Pension Fund. Thus, there is no relationship existing that might affect our capacity to prepare and certify this actuarial report.

If there are any questions, concerns, or comments about any of the items contained in this report, please contact me at 239-433-5500.

Respectfully submitted,

Foster & Foster, Inc.

A handwritten signature in dark ink, appearing to read "PTD: Dh", written over a horizontal line.

By: _____

Patrick T. Donlan, M.A.A.A., A.S.A.
Enrolled Actuary #14-6595

PTD\tb
Enclosures

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SUMMARY OF REPORT

The regular annual actuarial valuation of the City of Port Orange Fire and Rescue Pension Fund, performed as of October 1, 2016, has been completed, and the results are presented in this Report. The contribution amounts developed in this valuation are applicable to the plan/fiscal year ended September 30, 2018.

The contribution requirements, compared with those developed in the April 11, 2016 Actuarial Impact Statement, determined as of October 1, 2015, are as follows:

Valuation Date Applicable Plan/Fiscal Year End	10/1/2016 <u>9/30/2018</u>	10/1/2015 <u>9/30/2017</u>
Total Required Contribution		
% of Total Annual Payroll	109.8%	109.1%
Less Member Contrib's (Estimated)		
% of Total Annual Payroll	7.7%	7.6%
Equals Required City & State		
% of Total Annual Payroll	102.1%	101.5%
Estimated State Contribution ¹	367,918	367,918
% of Total Annual Payroll	13.2%	13.2%
Balance from City ²		
% of Total Annual Payroll	88.9%	88.3%

¹ Amount shown is actual State contribution received during the calendar year ended December 31, 2016. Please note that the City's ability to utilize these monies to offset their funding requirements is dependent upon the use of the "Naples Interpretation" of Chapter 99-1, Florida Statutes.

²As requested by the Division of Retirement, the required contribution from the combination of City and State sources for the year ending September 30, 2018, is 102.1% of the actual non-DROP payroll realized in that year. The City and State requirement for fiscal 2017 is 101.5% of non-DROP payroll. Note, the extra City contributions made during fiscal 2016 were applied to help pay down the Unfunded Actuarial Accrued Liability and are not being carried as a prepaid contribution available as of September 30, 2016.

As can be seen, the Total Required Contribution has increased slightly when expressed as a percentage of Projected Annual Payroll. This increase is attributable to two assumption changes made in conjunction with this report, as described on page 7. During the past year there was net unfavorable actuarial

experience. The principal components of unfavorable experience included average increases in pensionable compensation that exceeded the assumed rate, a 6.74% investment return (Actuarial Asset basis), lower than expected turnover, and the occurrence of a Disability Retirement. These losses were partially offset by the effect of greater than expected retiree mortality. More detail on the sources of gain and loss can be found on page 15. The reason that the costs would have decreased when expressed as a percentage of payroll before the assumption changes, is that there was a 10.7% increase in Total Annual Payroll. This larger payroll makes the fixed plan costs represent a smaller percentage of payroll.

The balance of this Report presents additional details of the actuarial valuation and the general operation of the Fund. The undersigned would be pleased to meet with the Board of Trustees in order to discuss the Report and any pending questions concerning its contents.

Respectfully submitted,

FOSTER & FOSTER, INC.

By: 
Patrick T. Donlan, ASA, EA, MAAA

By: 
Sara Baumer, BS

CHANGES SINCE PRIOR VALUATION

Plan Changes

Ordinance No. 2016-5 was adopted on May 3, 2016 and provided for the following changes:

1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average Final Compensation for anyone who becomes Disabled on or after January 1, 2016.
2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching eligibility for Normal Retirement.
3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.
4. Provide for a Share Plan that is not yet funded.

The impact of these changes on the funding requirements can be seen in our April 11, 2016 Actuarial Impact Statement.

Actuarial Assumption/Method Changes

As a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed from the RP-2000 Combined Healthy Tables to the assumptions used by the Florida Retirement System for special risk employees. This change is described in the Actuarial Assumptions and Methods section of this report and the impact on the funding requirements is disclosed in the Comparative Summary of Principal Valuation Results that follows.

The investment return assumption was decreased from 7.80% to 7.70%, net of investment related expenses. The impact of this change can be seen in the Comparative Summary of Principal Valuation Results that follows.

COMPARATIVE SUMMARY OF PRINCIPAL VALUATION RESULTS

	New Assump <u>10/1/2016</u>	Old Assump <u>10/1/2016</u>	<u>10/1/2015</u>
A. Participant Data			
Actives	56	56	53
Service Retirees	49	49	46
DROP Retirees	0	0	3
Beneficiaries	3	3	2
Disability Retirees	3	3	2
Terminated Vested	<u>0</u>	<u>0</u>	<u>0</u>
Total	111	111	106
Total Annual Payroll	\$2,791,036	\$2,791,036	\$2,522,043
Payroll Under Assumed Ret. Age	2,791,036	2,791,036	2,522,043
Annual Rate of Payments to:			
Service Retirees	2,307,683	2,307,683	2,138,229
DROP Retirees	0	0	154,062
Beneficiaries	84,936	84,936	36,530
Disability Retirees	55,798	55,798	29,853
Terminated Vested	0	0	0
B. Assets			
Actuarial Value (AVA) ¹	25,473,625	25,473,625	24,231,950
Market Value (MVA) ¹	24,887,832	24,887,832	23,201,184
C. Liabilities			
Present Value of Benefits			
Actives			
Retirement Benefits	9,548,797	9,205,111	8,348,959
Disability Benefits	366,720	390,272	359,230
Death Benefits	149,849	65,154	63,216
Vested Benefits	790,619	765,071	805,026
Refund of Contributions	131,166	131,218	111,145
Service Retirees	33,439,915	31,452,407	29,426,117
DROP Retirees ¹	0	0	3,138,376
Beneficiaries	1,049,365	942,674	401,522
Disability Retirees	644,192	666,143	329,282
Terminated Vested	0	0	0
Excess State Monies Reserve	<u>0</u>	<u>0</u>	<u>0</u>
Total	46,120,623	43,618,050	42,982,873

C. Liabilities - (Continued)	New Assump <u>10/1/2016</u>	Old Assump <u>10/1/2016</u>	<u>10/1/2015</u>
Present Value of Future Salaries	21,245,203	21,330,349	19,301,011
Present Value of Future Member Contributions	1,639,766	1,646,323	1,481,893
Normal Cost (Retirement)	336,784	326,161	307,072
Normal Cost (Disability)	34,413	37,177	34,277
Normal Cost (Death)	8,282	3,513	3,315
Normal Cost (Vesting)	75,406	73,322	67,842
Normal Cost (Refunds)	<u>13,855</u>	<u>13,832</u>	<u>11,710</u>
Total Normal Cost	468,740	454,005	424,216
Present Value of Future Normal Costs	3,139,295	3,044,636	2,950,347
Accrued Liability (Retirement)	7,319,805	7,044,437	6,232,105
Accrued Liability (Disability)	129,758	134,216	121,004
Accrued Liability (Death)	92,681	40,353	39,379
Accrued Liability (Vesting)	305,612	293,184	344,741
Accrued Liability (Refunds)	0	0	0
Accrued Liability (Inactives) ¹	<u>35,133,472</u>	<u>33,061,224</u>	<u>33,295,297</u>
Total Actuarial Accrued Liability (AL)	42,981,328	40,573,414	40,032,526
Unfunded Actuarial Accrued Liability (UAAL)	17,507,703	15,099,789	15,800,576
Funded Ratio (AVA / AL)	59.3%	62.8%	60.5%

D. Actuarial Present Value of Accrued Benefits	New Assump <u>10/1/2016</u>	Old Assump <u>10/1/2016</u>	<u>10/1/2015</u>
Vested Accrued Benefits			
Inactives ¹	35,133,472	33,061,224	33,295,297
Actives	5,123,438	4,905,515	4,551,429
Member Contributions	<u>921,861</u>	<u>921,861</u>	<u>765,824</u>
Total	41,178,771	38,888,600	38,612,550
Non-vested Accrued Benefits	<u>908,093</u>	<u>868,879</u>	<u>932,732</u>
Total Present Value			
Accrued Benefits (PVAB)	42,086,864	39,757,479	39,545,282
Funded Ratio (MVA / PVAB)	59.1%	62.6%	58.7%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:			
Plan Amendments	0	0	
Assumption Changes	2,329,385	0	
New Accrued Benefits	0	461,246	
Benefits Paid	0	(3,208,451)	
Interest	0	2,959,402	
Other	<u>0</u>	<u>0</u>	
Total	2,329,385	212,197	

	New Assump	Old Assump	
Valuation Date	10/1/2016	10/1/2016	10/1/2015
Applicable to Fiscal Year Ending	<u>9/30/2018</u>	<u>9/30/2018</u>	<u>9/30/2017</u>

E. Pension Cost

Normal Cost (with interest)			
% of Total Annual Payroll ²	17.4	16.9	17.5
Administrative Expenses (with interest)			
% of Total Annual Payroll ²	2.7	2.7	3.2
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 29 years (as of 10/1/2016, with interest)			
% of Total Annual Payroll ²	89.7	81.8	88.4
Total Required Contribution			
% of Total Annual Payroll ²	109.8	101.4	109.1
Expected Member Contributions			
% of Total Annual Payroll ²	7.7	7.7	7.6
Expected City and State Contribution			
% of Total Annual Payroll ²	102.1	93.7	101.5

F. Past Contributions

Plan Years Ending:	<u>9/30/2016</u>
Total Required Contribution	2,889,297
City and State Requirement	2,689,491
Actual Contributions Made:	
Members (excluding buyback)	200,773
City	2,334,622
State	<u>367,918</u>
Total	2,903,313

G. Net Actuarial (Gain)/Loss

532,510

¹ The asset values and liabilities for DROP Members include accumulated DROP Balances as of 9/30/2016 and 9/30/2015.

² Contributions developed as of 10/1/2016 are expressed as a percentage of total annual payroll at 10/1/2016 of \$2,791,036.

H. Schedule Illustrating the Amortization of the Total Unfunded Actuarial Accrued Liability as of:

<u>Year</u>	<u>Projected Unfunded Actuarial Accrued Liability</u>
2016	17,507,703
2017	16,259,040
2018	15,165,433
2025	8,426,360
2032	975,276
2045	0

I. (i) 3 Year Comparison of Actual and Assumed Salary Increases

		<u>Actual</u>	<u>Assumed</u> ¹
Year Ended	9/30/2016	9.32%	5.45%
Year Ended	9/30/2015	0.38%	5.63%
Year Ended	9/30/2014	1.86%	5.70%

(ii) 3 Year Comparison of Investment Return on Actuarial Value

		<u>Actual</u>	<u>Assumed</u>
Year Ended	9/30/2016	6.74%	7.80%
Year Ended	9/30/2015	8.59%	7.90%
Year Ended	9/30/2014	8.00%	8.00%

(iii) Average Annual Payroll Growth

(a) Payroll as of:	10/1/2016	\$2,791,036 ²
	10/1/2006	3,336,121 ²³
(b) Total Increase		-16.34%
(c) Number of Years		10.00
(d) Average Annual Rate		-1.77%

¹ Weighted average shown. Actual assumed increases are graded based upon length of service. For details see page 17.

² Includes payroll for DROP Participants.

³ Because Ordinance 2012-19 changed the definition of pensionable compensation, the payroll from 10 years ago was adjusted appropriately for comparison.

STATEMENT BY ENROLLED ACTUARY

This actuarial valuation was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.



Patrick T. Donlan, EA, ASA, MAAA
Enrolled Actuary #14-6595

Please let us know when the report is approved by the Board and unless otherwise directed we will provide copies of the report to the following offices to comply with Chapter 112, Florida Statutes:

Mr. Keith Brinkman
Bureau of Local
Retirement Systems
Post Office Box 9000
Tallahassee, FL 32315-9000

Ms. Sarah Carr
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
Post Office Box 3010
Tallahassee, FL 32315-3010

RECONCILIATION OF UNFUNDED ACTUARIAL ACCRUED LIABILITIES

(1)	Unfunded Actuarial Accrued Liability as of October 1, 2015	\$15,800,576
(2)	Sponsor Normal Cost developed as of October 1, 2015	231,790
(3)	Expected administrative expenses for the year ended September 30, 2016	77,530
(4)	Expected interest on (1), (2) and (3)	1,253,548
(5)	Sponsor contributions to the System during the year ended September 30, 2016	2,702,541
(6)	Expected interest on (5)	93,624
(7)	Expected Unfunded Actuarial Accrued Liability as of September 30, 2016 (1)+(2)+(3)+(4)-(5)-(6)	14,567,279
(8)	Change to UAAL due to Assumption Change	2,407,914
(9)	Change to UAAL due to Actuarial (Gain)/Loss	532,510
(10)	Unfunded Actuarial Accrued Liability as of October 1, 2016	17,507,703

Type of <u>Base</u>	Date <u>Established</u>	Years <u>Remaining</u>	10/1/2016 <u>Amount</u>	Amortization <u>Amount</u>
Method	10/1/2001	15	\$2,363,407	\$251,698
Loss	10/1/2001	12	2,189,503	265,586
Loss	10/1/2002	1	233,243	233,243
Loss	10/1/2003	2	30,214	15,667
Benefit	10/1/2003	17	4,495,669	448,504
Loss	10/1/2004	12	2,158,481	261,823
Loss	10/1/2005	12	505,233	61,285
Loss	10/1/2006	12	401,550	48,708
Benefit	10/1/2006	20	122,901	11,365
Gain	10/1/2007	12	(793,539)	(96,256)
Loss	10/1/2008	2	404,519	209,758
Method	10/1/2008	12	(90,647)	(10,995)
Benefit	10/1/2008	22	492,632	43,782
Loss	10/1/2009	3	467,606	167,563
Loss	10/1/2010	4	107,390	29,904
Assum	10/1/2010	14	2,240,975	248,009
Loss	10/1/2011	5	100,510	23,189
Benefit	10/1/2011	25	(1,062,894)	(90,094)
Gain	10/1/2012	6	(86,527)	(17,221)
Benefit	10/1/2012	26	(157,675)	(13,190)
Gain	10/1/2013	7	(6,786)	(1,198)
Assum	10/1/2014	18	379,023	36,773
Gain	10/1/2014	8	(135,043)	(21,572)
Assum	10/1/2015	19	405,179	38,332
Actuarial Gain	10/1/2015	9	(196,099)	(28,785)
Benefit	10/1/2015	29	(1,546)	(125)
Assum	10/1/2016	20	2,407,914	222,657
Actuarial Loss	10/1/2016	10	<u>532,510</u>	<u>72,692</u>
			17,507,703	2,411,102

DETAILED ACTUARIAL (GAIN)/LOSS ANALYSIS

(1) Unfunded Actuarial Accrued Liability (UAAL) as of October 1, 2015	\$15,800,576
(2) Expected UAAL as of October 1, 2016	14,567,279
(3) Summary of Actuarial (Gain)/Loss, by component:	
Investment Return (Actuarial Asset Basis)	254,689
Salary Increases	161,927
Active Decrements	367,546
Inactive Mortality	(184,070)
Other	<u>(67,582)</u>
Increase in UAAL due to (Gain)/Loss	532,510
Assumption Changes	<u>2,407,914</u>
(4) Actual UAAL as of October 1, 2016	\$17,507,703

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB

Male: RP2000 Generational, 10% Annuitant White Collar / 90% Annuitant Blue Collar, Scale BB

Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale

The above assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2015 FRS valuation report for special risk employees. We feel this assumption sufficiently accommodates future mortality improvements.

Previously, the RP 2000 Combined Healthy – Sex Distinct with disabled lives set forward 5 years was utilized.

Termination Rate

See Tables below (1304A). Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Disability Rate

See Tables below (1207). It is assumed that 75% of disablements are service related. Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Retirement Rates

“Frozen Benefit”

Old Normal Retirement Date	30%
Old Normal Retirement Date + 1	15%
Old Normal Retirement Date + 2	15%
Old Normal Retirement Date + 3	15%
Old Normal Retirement Date + 4	15%
Old Normal Retirement Date + 5	100%

Benefits accrued after 9/25/2012

New Normal Retirement Date	100%
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Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Interest Rate 7.70% (in 2015 valuation, 7.80%) per year compounded annually, net of investment related expenses.

<u>Salary Increases</u>	<u>Years of Service</u>	<u>Rate</u>
	Under 5	7.00%
	5 to 9	6.00%
	10 to 14	5.00%
	15 or more	4.00%

Based upon other studies of municipal Firefighters, we feel this assumption is reasonable.

Payroll Growth None.

Cost-of-Living Increase

“Frozen Benefit” At least 20 years at retirement: 3.00% per year beginning 5 years after retirement. Otherwise, 1.00% per year beginning 1 year after retirement.

“Future Service Piece” At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.50% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.

Hired after 12/4/2012 No cost-of-living adjustment.

Administrative Expenses Prior year actual expenses (\$72,625 for 2016).

Actuarial Cost Method Entry Age Normal.

Asset Valuation Method Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

<u>Age</u>	<u>% Becoming Disabled During the Year</u>	<u>% Terminating During the Year</u>	<u>Current Salary as a % of Salary at Age 50</u>
20	0.07%	9.30%	25.9%
30	0.11%	7.88%	40.7%
40	0.19%	4.28%	63.8%
50	0.51%	1.13%	100.0%

VALUATION NOTES

Total Annual Payroll is the annual rate of pay for the fiscal year following the valuation date of all covered Members.

Present Value of Benefits is the single sum value on the valuation date of all future benefits to be paid to current Members, Retirees, Beneficiaries, Disability Retirees and Vested Terminations.

Total Required Contribution is equal to the Normal Cost plus an amount sufficient to amortize the Unfunded Accrued Liability over no more than 30 years. The required amount is adjusted for interest according to the timing of contributions during the year.

Entry Age Normal Cost Method - Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation.

(a) The normal cost accrual rate equals

(i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by

(ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age.

(b) In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation.

(c) The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. A beneficiary's accrued liability equals the present value, at the beneficiary's attained age, of future benefits. The unfunded accrued liability equals the total accrued liability less the actuarial value of assets.

(d) Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

PARTIAL HISTORY OF PREMIUM TAX REFUNDS

Received During <u>Fiscal Year</u>	<u>Amount</u>	Increase from <u>Previous Year</u>
1998	97,374.33	_____%
1999	104,739.59	7.6%
2000	109,913.52	4.9%
2001	108,754.92	-1.1%
2002	136,209.21	25.2%
2003	152,744.75	12.1%
2004	171,721.39	12.4%
2005	196,706.89	14.6%
2006	229,953.17	16.9%
2007	238,954.78	3.9%
2008	319,511.54	33.7%
2009	385,770.84	20.7%
2010	360,581.06	-6.5%
2011	290,460.26	-19.4%
2012	299,411.50	3.1%
2013	362,213.01	21.0%
2014	386,195.01	6.6%
2015	391,117.16	1.3%
2016	367,918.24	-5.9%

STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2016

<u>ASSETS</u>	COST VALUE	MARKET VALUE
Cash and Cash Equivalents:		
Money Market	1,109,347.90	1,109,347.90
Total Cash and Equivalents	1,109,347.90	1,109,347.90
Receivables:		
Investment Income	60,190.18	60,190.18
Total Receivable	60,190.18	60,190.18
Investments:		
U. S. Bonds and Bills	2,500,626.07	2,529,973.05
Federal Agency Guaranteed Securities	1,602,454.78	1,644,910.14
Corporate Bonds	4,460,808.60	4,767,490.59
Stocks	5,743,918.06	6,474,784.69
Mutual Funds:		
Equity	5,453,864.78	7,104,263.51
Pooled/Common/Commingled Funds:		
Real Estate	1,103,015.42	1,212,261.20
Total Investments	20,864,687.71	23,733,683.18
Total Assets	22,034,225.79	24,903,221.26
<u>LIABILITIES</u>		
Payables:		
To Broker for Investments Purchased	15,382.29	15,382.29
Prepaid Member Contribution	6.67	6.67
Total Liabilities	15,388.96	15,388.96
NET POSITION RESTRICTED FOR PENSIONS	22,018,836.83	24,887,832.30

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016
Market Value Basis

ADDITIONS

Contributions:

Member	200,773.05
City	2,334,622.28
State	367,918.24

Total Contributions	2,903,313.57
---------------------	--------------

Investment Income:

Net Realized Gain (Loss)	387,537.97
Unrealized Gain (Loss)	1,184,534.42
Net Increase in Fair Value of Investments	1,572,072.39
Interest & Dividends	627,918.28
Less Investment Expense ¹	(135,580.51)

Net Investment Income	2,064,410.16
-----------------------	--------------

Total Additions	4,967,723.73
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DEDUCTIONS

Distributions to Members:

Benefit Payments	2,308,214.24
Lump Sum DROP Distributions	892,769.52
Refunds of Member Contributions	7,466.84

Total Distributions	3,208,450.60
---------------------	--------------

Administrative Expense	72,624.81
------------------------	-----------

Total Deductions	3,281,075.41
------------------	--------------

Net Increase in Net Position	1,686,648.32
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NET POSITION RESTRICTED FOR PENSIONS

Beginning of the Year	23,201,183.98
-----------------------	---------------

End of the Year	24,887,832.30
-----------------	---------------

¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

ACTUARIAL ASSET VALUATION
SEPTEMBER 30, 2016

Actuarial Assets for funding purposes are developed by increasing the Actuarial Assets used in the most recent actuarial valuation of the Fund by the average annual market value rate of return (net of investment related expenses) for the past four years. Actuarial Assets shall not be less than 80% nor greater than 120% of Market Value of Assets.

Details of the derivation are set forth as follows:

Plan Year End	Rate of Return ¹	
09/30/2013	8.63%	
09/30/2014	8.54%	
09/30/2015	0.98%	
09/30/2016	9.01%	
Annualized Rate of Return for prior four (4) years:		6.74%
(A) 10/01/2015 Actuarial Assets:		\$24,231,950.12
(I) Net Investment Income:		
1. Interest and Dividends	627,918.28	
2. Realized Gains (Losses)	387,537.97	
3. Change in Actuarial Value	739,560.97	
4. Investment Related Expenses	(135,580.51)	
Total		1,619,436.71
(B) 10/01/2016 Actuarial Assets:		\$25,473,624.99
Actuarial Asset Rate of Return = 2I/(A+B-I):		6.74%
10/01/2016 Limited Actuarial Assets:		\$25,473,624.99
10/01/2016 Market Value of Assets:		\$24,887,832.30
Actuarial Gain/(Loss) due to Investment Return (Actuarial Asset Basis)		(\$254,688.86)

¹Market Value Basis, net of investment related expenses.

CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS
SEPTEMBER 30, 2016
Actuarial Asset Basis

REVENUES

Contributions:		
Member	200,773.05	
City	2,334,622.28	
State	367,918.24	
Total Contributions		2,903,313.57
Earnings from Investments:		
Interest & Dividends	627,918.28	
Net Realized Gain (Loss)	387,537.97	
Change in Actuarial Value	739,560.97	
Total Earnings and Investment Gains		1,755,017.22

EXPENDITURES

Distributions to Members:		
Benefit Payments	2,308,214.24	
Lump Sum DROP Distributions	892,769.52	
Refunds of Member Contributions	7,466.84	
Total Distributions		3,208,450.60
Expenses:		
Investment related ¹	135,580.51	
Administrative	72,624.81	
Total Expenses		208,205.32
Change in Net Assets for the Year		1,241,674.87
Net Assets Beginning of the Year		24,231,950.12
Net Assets End of the Year ²		25,473,624.99

¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

²Net Assets may be limited for actuarial consideration.

DEFERRED RETIREMENT OPTION PLAN ACTIVITY
October 1, 2015 to September 30, 2016

Beginning of the Year Balance	810,871.09
Plus Additions	65,092.56
Investment Return Earned	16,805.87
Less Distributions	(892,769.52)
End of the Year Balance	(0.00)

STATISTICAL DATA ¹

	<u>10/1/2013</u>	<u>10/1/2014</u>	<u>10/1/2015</u>	<u>10/1/2016</u>
<u>Actives</u>				
Number	49	53	53	56
Average Current Age	37.8	37.1	38.1	38.0
Average Age at Employment	28.8	29.1	29.1	29.0
Average Past Service	9.0	8.0	9.0	9.0
Average Annual Salary	\$47,599	\$47,273	\$47,586	\$49,840
<u>Service Retirees</u>				
Number			46	49
Average Current Age			58.2	58.7
Average Annual Benefit			\$46,483	\$47,096
<u>DROP Retirees</u>				
Number			3	0
Average Current Age			53.0	N/A
Average Annual Benefit			\$51,354	N/A
<u>Beneficiaries</u>				
Number			2	3
Average Current Age			75.7	73.5
Average Annual Benefit			\$18,265	\$28,312
<u>Disability Retirees</u>				
Number			2	3
Average Current Age			57.5	52.5
Average Annual Benefit			\$14,927	\$18,599
<u>Terminated Vested</u>				
Number			0	0
Average Current Age			N/A	N/A
Average Annual Benefit			N/A	N/A

¹ Prior to 10/1/2014, averages were salary weighted.

AGE AND SERVICE DISTRIBUTION

PAST SERVICE

AGE	0	1	2	3	4	5-9	10-14	15-19	20-24	25-29	30+	Total
15 - 19	0	0	0	0	0	0	0	0	0	0	0	0
20 - 24	2	0	1	2	0	0	0	0	0	0	0	5
25 - 29	1	0	2	5	0	2	0	0	0	0	0	10
30 - 34	1	0	1	2	0	1	1	0	0	0	0	6
35 - 39	0	0	1	1	0	3	3	1	0	0	0	9
40 - 44	0	0	0	1	0	1	3	5	0	0	0	10
45 - 49	0	0	0	1	0	0	2	4	3	0	0	10
50 - 54	2	0	0	0	0	2	0	2	0	0	0	6
55 - 59	0	0	0	0	0	0	0	0	0	0	0	0
60 - 64	0	0	0	0	0	0	0	0	0	0	0	0
65+	0	0	0	0	0	0	0	0	0	0	0	0
Total	6	0	5	12	0	9	9	12	3	0	0	56

VALUATION PARTICIPANT RECONCILIATION

1. Active lives

a. Number in prior valuation 10/1/2015	53
b. Terminations	
i. Vested (partial or full) with deferred benefits	0
ii. Non-vested or full lump sum distribution received	(1)
c. Deaths	
i. Beneficiary receiving benefits	0
ii. No future benefits payable	0
d. Disabled	(1)
e. Retired	(1)
f. DROP	<u>0</u>
g. Continuing participants	50
h. New entrants	<u>6</u>
i. Total active life participants in valuation	56

2. Non-Active lives (including beneficiaries receiving benefits)

	Service Retirees, Vested Receiving <u>Benefits</u>	DROP <u>Benefits</u>	Receiving Death <u>Benefits</u>	Receiving Disability <u>Benefits</u>	Vested Deferred	<u>Total</u>
a. Number prior valuation	46	3	2	2	0	53
Retired	1	0	0	0	0	1
DROP	3	(3)	0	0	0	0
Vested Deferred	0	0	0	0	0	0
Death, With Survivor	(1)	0	1	0	0	0
Death, No Survivor	0	0	0	0	0	0
Disabled	0	0	0	1	0	1
Refund of Contributions	0	0	0	0	0	0
Rehires	0	0	0	0	0	0
Expired Annuities	0	0	0	0	0	0
Data Corrections	0	0	0	0	0	0
b. Number current valuation	49	0	3	3	0	55

SUMMARY OF PLAN PROVISIONS
(Through Ordinance No. 2016-5)

CREDITED SERVICE

Years and fractional parts of years of service with the City as a Firefighter. Service as a volunteer firefighter shall be credited at one month of credited service for each complete year of volunteer service.

SALARY

Prior to 9/25/2012

Fixed monthly compensation (base pay) for services rendered to the City as a Firefighter, plus overtime and all tax-deferred, tax sheltered and tax-exempt items of income. Base pay includes education pay and specialty pay, but excludes lump sum payments of annual leave, sick leave, and compensation leave and other non-regular compensation.

On and After 9/25/2012

The same as above except excluding overtime and incentive pay.

AVERAGE FINAL COMPENSATION

Prior to 9/25/2012

Average Salary paid during the three (3) best years of the last ten (10).

On and After 9/25/2012

Average Salary paid during the five (5) best years of the last (10), provided in no event shall this be less than the average final compensation through 9/25/2012.

NORMAL RETIREMENT

Eligibility

Prior to 9/25/2012

Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

On and After 9/25/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Hired after 12/4/2012

Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount

Hired before 12/4/2012

3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Hired after 12/4/2012

2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000.

In no event shall the benefit be less than 2.00% of Average Final Compensation times Credited Service.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

EARLY RETIREMENT

Eligibility

Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount

Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Form of Benefit

Ten Year Certain and Life Annuity (options available).

SUPPLEMENTAL BENEFIT

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

COST-OF-LIVING ADJUSTMENT

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/2012

None.

DISABILITY

Eligibility

a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.

b) Total and permanent disability as determined by the Board.

Benefit Amount

Non-Service Connected

Benefit computed as for Normal Retirement.

Service Connected

Benefit computed as for Normal Retirement, but not less than 51% of Average Final Compensation.

VESTING (TERMINATION)

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

DEATH

Pre-Retirement

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Post-Retirement

According to optional form of payment selected at retirement.

CONTRIBUTIONS

Employee	7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.
Premium Tax	1.85% tax on applicable insurance policies.
City	Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, <u>Florida Statutes</u> .

BOARD OF TRUSTEES

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

DEFERRED RETIREMENT OPTION PLAN

Eligibility	Satisfaction of Normal Retirement requirements.
Participation	Not more than 60 months.
Rate of Return	Actual net rate of investment return.
Form of Distribution	Cash lump sum (options available).

STATEMENT OF FIDUCIARY NET POSITION
SEPTEMBER 30, 2016

<u>ASSETS</u>	MARKET VALUE
Cash and Cash Equivalents:	
Money Market	1,109,348
Total Cash and Equivalents	1,109,348
Receivables:	
Investment Income	60,190
Total Receivable	60,190
Investments:	
U. S. Bonds and Bills	2,529,973
Federal Agency Guaranteed Securities	1,644,910
Corporate Bonds	4,767,491
Stocks	6,474,785
Mutual Funds:	
Equity	7,104,263
Pooled/Common/Commingled Funds:	
Real Estate	1,212,261
Total Investments	23,733,683
Total Assets	24,903,221
<u>LIABILITIES</u>	
Payables:	
To Broker for Investments Purchased	15,382
Total Liabilities	15,382
NET POSITION RESTRICTED FOR PENSIONS	24,887,839

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2016
Market Value Basis

ADDITIONS

Contributions:

Member	200,780	
City	2,459,983	
State	367,918	
Total Contributions		3,028,681
Investment Income:		
Net Increase in Fair Value of Investments	1,572,072	
Interest & Dividends	627,918	
Less Investment Expense ¹	(135,580)	
Net Investment Income		2,064,410
Total Additions		5,093,091

DEDUCTIONS

Distributions to Members:

Benefit Payments	2,308,214	
Lump Sum DROP Distributions	892,769	
Refunds of Member Contributions	7,467	
Total Distributions		3,208,450
Administrative Expense		72,625
Total Deductions		3,281,075
Net Increase in Net Position		1,812,016
NET POSITION RESTRICTED FOR PENSIONS		
Beginning of the Year		23,075,823
End of the Year		24,887,839

¹Investment related expenses include investment advisory, custodial and performance monitoring fees.

NOTES TO THE FINANCIAL STATEMENTS

(For the Year Ended September 30, 2016)

Plan Description

Plan Administration

The Plan is a single-employer defined benefit pension plan administered by the Plan's Board of Trustees comprised of:

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

Plan Membership as of October 1, 2015:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	53
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	-
Active Plan Members	53
	106

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

Normal Retirement:

Eligibility: Prior to 9/25/2012: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

Eligibility: On and After 9/25/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Eligibility: Hired after 12/4/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount: Hired before 12/4/2012: 3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Benefit: Hired after 12/4/2012: 2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credit Service.

Early Retirement:

Eligibility: Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount: Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Supplemental Benefit:

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

Cost of Living Adjustment:

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/12: None.

Disability:

Eligibility:

- a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.
- b) Total and permanent disability as determined by the Board.

Benefit Amount Non-Service connected: Benefit computed as for Normal Retirement.

Benefit Amount Service Connected: Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.

Vesting (Termination):

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

Pre-Retirement Death Benefits:

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Contributions

Employee: 7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.

Premium Tax: 1.85% tax on applicable insurance policies.

City: Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

Investments

Investment Policy:

The following was the Board's adopted asset allocation policy as of September 30, 2016:

<u>Asset Class</u>	<u>Target Allocation</u>
Domestic Equity	35%
International Equity	15%
Bonds	30%
Convertibles	10%
Private Real Estate	5%
REITS	5%
Total	100%

Concentrations:

The Plan did not hold investments in any one organization that represent 5 percent or more of the Pension Plan's Fiduciary Net Position.

Rate of Return:

For the year ended September 30, 2016, the annual money-weighted rate of return on Pension Plan investments, net of Pension Plan investment expense, was 9.01 percent.

The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

GASB 67

Deferred Retirement Option Program

Eligibility: Satisfaction of Normal Retirement requirements.

Participation: Not more than 60 months.

Rate of Return: Actual net rate of investment return.

The DROP balance as September 30, 2016 is \$0.

NET PENSION LIABILITY OF THE SPONSOR

The components of the Net Pension Liability of the Sponsor on September 30, 2016 were as follows:

Total Pension Liability	\$ 42,640,372
Plan Fiduciary Net Position	\$ (24,887,839)
Sponsor's Net Pension Liability	<u>\$ 17,752,533</u>
Plan Fiduciary Net Position as a percentage of Total Pension Liability	58.37%

Actuarial Assumptions:

The Total Pension Liability was determined by an actuarial valuation as of October 1, 2015 updated to September 30, 2016 using the following actuarial assumptions:

Inflation	2.70%
Salary Increases	4.00% - 7.00%
Discount Rate	7.70%
Investment Rate of Return	7.70%

Mortality Rate Healthy Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: RP2000 Generational, 10% Annuitant White Collar /90% Annuitant Blue Collar, Scale BB.

Mortality Rate Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

The date of the most recent experience study for which significant assumptions are based upon is not available.

The Long-Term Expected Rate of Return on Pension Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of Pension Plan investment expenses and inflation) are developed for each major asset class.

For 2016 the inflation rate assumption of the investment advisor was 2.70%.

These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2016 are summarized in the following table:

Asset Class	Long Term Expected Real Rate of Return
Domestic Equity	8.0%
International Equity	3.0%
Bonds	4.4%
Convertibles	6.4%
Private Real Estate	4.6%
REITS	7.0%

GASB 67

Discount Rate:
The Discount Rate used to measure the Total Pension Liability was 7.70 percent.
The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	1% Decrease	Current	1% Increase
	6.70%	Discount Rate	8.70%
		7.70%	
Sponsor's Net Pension Liability	\$ 23,183,712	\$ 17,752,533	\$ 13,288,621

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2016	09/30/2015
Total Pension Liability		
Service Cost	424,216	411,997
Interest	3,037,757	2,987,593
Changes of benefit terms	(1,577)	-
Differences between Expected and Actual Experience	(100,351)	(20,660)
Changes of assumptions	2,361,584	420,007
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(2,154,771)
Net Change in Total Pension Liability	2,513,179	1,644,166
Total Pension Liability - Beginning	40,127,193	38,483,027
Total Pension Liability - Ending (a)	<u>\$ 42,640,372</u>	<u>\$ 40,127,193</u>
Plan Fiduciary Net Position		
Contributions - Employer	2,459,983	2,321,223
Contributions - State	367,918	391,117
Contributions - Employee	200,780	182,394
Net Investment Income	2,064,410	218,115
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(2,154,771)
Administrative Expense	(72,625)	(77,530)
Net Change in Plan Fiduciary Net Position	1,812,016	880,548
Plan Fiduciary Net Position - Beginning	23,075,823	22,195,275
Plan Fiduciary Net Position - Ending (b)	<u>\$ 24,887,839</u>	<u>\$ 23,075,823</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 17,752,533</u>	<u>\$ 17,051,370</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	58.37%	57.51%
Covered Employee Payroll ¹	\$ 2,629,023	\$ 2,571,913
Net Pension Liability as a percentage of Covered Employee Payroll	675.25%	662.98%

Notes to Schedule:

¹ The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Changes of benefit terms:

For measurement date 09/30/2016, amounts reported as changes of benefit terms resulted from Ordinance No.2016-5, adopted on May 3, 2016 and provided for the following changes:

1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average Final Compensation for anyone who becomes Disabled on or after January 1, 2016.
2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching eligibility for Normal Retirement.
3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.
4. Provide for a Share Plan that is not yet funded.

Changes of assumptions:

For measurement date 09/30/2016, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.

The inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

The investment return assumption was decreased from 7.80% to 7.70%, net of investment related expenses.

For measurement date 09/30/2015, amounts reported as changes of assumptions were resulted from lowering the investment rate of return from 7.9% to 7.8%.

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
Last 10 Fiscal Years

	09/30/2014	09/30/2013
Total Pension Liability		
Service Cost	379,866	352,054
Interest	2,934,569	2,906,978
Changes of benefit terms	-	-
Differences between Expected and Actual Experience	-	-
Changes of assumptions	-	-
Benefit Payments, including Refunds of Employee Contributions	(3,195,972)	(2,679,197)
Net Change in Total Pension Liability	118,463	579,834
Total Pension Liability - Beginning	38,364,564	37,784,730
Total Pension Liability - Ending (a)	<u>\$ 38,483,027</u>	<u>\$ 38,364,564</u>
Plan Fiduciary Net Position		
Contributions - Employer	2,911,058	2,147,607
Contributions - State	386,195	362,213
Contributions - Employee	176,907	126,353
Net Investment Income	1,715,914	1,612,796
Benefit Payments, including Refunds of Employee Contributions	(3,195,972)	(2,679,197)
Administrative Expense	(53,503)	(54,796)
Net Change in Plan Fiduciary Net Position	1,940,599	1,514,976
Plan Fiduciary Net Position - Beginning	20,254,676	18,739,700
Plan Fiduciary Net Position - Ending (b)	<u>\$ 22,195,275</u>	<u>\$ 20,254,676</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 16,287,752</u>	<u>\$ 18,109,888</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	57.68%	52.80%
Covered Employee Payroll ¹	\$ 2,247,991	\$ 2,092,775
Net Pension Liability as a percentage of Covered Employee Payroll	724.55%	865.35%

Notes to Schedule:

¹ The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years

	09/30/2016	09/30/2015	09/30/2014	09/30/2013
Actuarially Determined Contribution	2,689,491	2,691,757	2,888,498	2,303,358
Contributions in relation to the Actuarially Determined Contributions	2,827,901	2,712,340	3,190,654	2,303,358
Contribution Deficiency (Excess)	\$ (138,410)	\$ (20,583)	\$ (302,156)	\$ -
Covered Employee Payroll ¹	\$ 2,629,023	\$ 2,571,913	\$ 2,247,991	\$ 2,092,775
Contributions as a percentage of Covered Employee Payroll	107.56%	105.46%	141.93%	110.06%

¹ The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: 10/01/2014

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal.												
Amortization Method:	Level Percentage of Pay, Closed.												
Remaining Amortization Period:	28 Years (as of 10/01/2014).												
Mortality:	RP-2000 Table with no projection. Based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. (Disabled lives set forward 5 years).												
Termination Rates:	See table on following page (1304A).												
Disability Rates:	See table on following page (1207). It is assumed that 75% of disablements are service related.												
Retirement Rates "Frozen Benefit":	<table> <tr> <td>Old Normal Retirement Date</td><td>30%</td></tr> <tr> <td>Old Normal Retirement Date + 1</td><td>15%</td></tr> <tr> <td>Old Normal Retirement Date + 2</td><td>15%</td></tr> <tr> <td>Old Normal Retirement Date + 3</td><td>15%</td></tr> <tr> <td>Old Normal Retirement Date + 4</td><td>15%</td></tr> <tr> <td>Old Normal Retirement Date + 5</td><td>100%</td></tr> </table>	Old Normal Retirement Date	30%	Old Normal Retirement Date + 1	15%	Old Normal Retirement Date + 2	15%	Old Normal Retirement Date + 3	15%	Old Normal Retirement Date + 4	15%	Old Normal Retirement Date + 5	100%
Old Normal Retirement Date	30%												
Old Normal Retirement Date + 1	15%												
Old Normal Retirement Date + 2	15%												
Old Normal Retirement Date + 3	15%												
Old Normal Retirement Date + 4	15%												
Old Normal Retirement Date + 5	100%												
Retirement Rates Benefits accrued after 09/25/12:	New Normal Retirement Date 100%.												
Interest Rate:	7.90% per year compounded annually, net of investment related expenses.												
Salary Increases:	<table> <tr> <th>Years of Service</th><th>Rate</th></tr> <tr> <td>Under 5</td><td>7.00%</td></tr> <tr> <td>5 to 9</td><td>6.00%</td></tr> <tr> <td>10 to 14</td><td>5.00%</td></tr> <tr> <td>15 or more</td><td>4.00%</td></tr> </table>	Years of Service	Rate	Under 5	7.00%	5 to 9	6.00%	10 to 14	5.00%	15 or more	4.00%		
Years of Service	Rate												
Under 5	7.00%												
5 to 9	6.00%												
10 to 14	5.00%												
15 or more	4.00%												
Payroll Growth:	5.00% per year. (0% for 10/1/2014).												
Cost-of-Living Increase "Frozen Benefit":	At least 20 years at retirement: 3% per year beginning 5 years after retirement. Otherwise, 1% per year beginning 1 year after retirement.												
Cost-of-Living Increase "Future Service Piece":	At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.5% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.												
Cost-of-Living Increase "Hired after 12/4/12":	No cost-of-living adjustment.												

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Asset Valuation Method:

Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table:

Age	% Becoming Disabled During the Year	% Terminating During the Year
20	0.07%	9.30%
30	0.11%	7.88%
40	0.19%	4.28%
50	0.51%	1.13%

SCHEDULE OF INVESTMENT RETURNS
Last 10 Fiscal Years

	09/30/2016	09/30/2015	09/30/2014	09/30/2013
Annual Money-Weighted Rate of Return Net of Investment Expense	9.01%	0.98%	8.54%	8.63%

NOTES TO THE FINANCIAL STATEMENTS

(For the Year Ended September 30, 2016)

General Information about the Pension Plan

Plan Description

The Plan is a single-employer defined benefit pension plan administered by the Plan's Board of Trustees comprised of:

- a) Two City Council appointees,
- b) Two Members of the Plan elected by a majority of the other covered Firefighters, and
- c) A fifth Member elected by the other 4 and appointed by the City Council.

Each person employed by the City Fire Department as a full-time Firefighter (including volunteer Firefighters) becomes a member of the System as a condition of his employment. All Firefighters are therefore eligible for plan benefits as provided for in the plan document and by applicable law.

Plan Membership as of October 1, 2015:

Inactive Plan Members or Beneficiaries Currently Receiving Benefits	53
Inactive Plan Members Entitled to But Not Yet Receiving Benefits	-
Active Plan Members	53
	<u>106</u>

Benefits Provided

The Plan provides retirement, termination, disability and death benefits.

Normal Retirement:

Eligibility: Prior to 9/25/2012: Earlier of: 1) Age 50 and 10 years of Credited Service, or 2) the completion of 20 years of Credited Service, regardless of age.

Eligibility: On and After 9/25/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) the completion of 25 years of Credited Service, regardless of age. Benefits accrued prior to 9/25/2012 will utilize the prior Normal Retirement eligibility criteria.

Eligibility: Hired after 12/4/2012: Earlier of 1) Age 55 and 10 years of Credited Service, or 2) Age 52 and 25 years of Credited Service.

Benefit Amount: Hired before 12/4/2012: 3.00% of Average Final Compensation times Credited Service. The maximum benefit (including any supplement) is the lesser of 90% of Average Final Compensation and \$95,000.

Benefit: Hired after 12/4/2012: 2.50% of Average Final Compensation times Credited Service. The maximum benefit is the lesser of 80% of Average Final Compensation and \$95,000. In no event shall the benefit be less than 2.00% of Average Final Compensation times Credit Service.

Early Retirement:

Eligibility: Age 50 and 10 years of Credited Service. Members who attained 40 and 10 as of September 25, 2012 are also eligible.

Benefit Amount: Benefit determined as for Normal Retirement actuarially reduced to reflect early payment.

Supplemental Benefit:

Normal and Early service retirees after September 25, 2012, who have completed at least 25 years of Credited Service, receive an additional \$20 monthly benefit for each year of service, to a maximum of \$500.

Cost of Living Adjustment:

Effective October 1, 2003, all current and future retirees receiving benefits, including disability retirees and terminated vested persons and their beneficiaries or joint annuitants, will receive an annual increase in benefits (excluding the Supplemental Benefit) as follows:

Benefits accrued prior to 1/1/2013:

- a) For retirees who retired before October 1, 2003 and completed at least 19 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- b) For retirees who retire on or after October 1, 2003 and complete at least 20 years of Credited Service, the annual increase will be 3.00% commencing upon the 61st month following retirement.
- c) For all other current and future retirees not described in (a) or (b) above, the annual increase shall be 1.00% and shall begin on the January 1st following one full year of retirement.

Benefits accrued on or after 1/1/2013:

For retirees who completed at least 25 years of Credited Service (or 20 years of Credited Service if first eligible for Normal Retirement at age 55 and 10 years of service), the annual increase shall be the lesser of 3.00% or the amount granted for Social Security benefits. The COLA would only be given in years that the Plan met or exceeded the actuarial assumptions, and also only when the GASB 25 Funded Ratio is above 80.00%. The COLA begins the later of 8 years after retirement and age 59.5.

Members hired after 12/4/12: None.

Disability:

Eligibility:

a) 10 years of contributing service for non-service related; coverage from date of hire for service-incurred.

b) Total and permanent disability as determined by the Board.

Benefit Amount Non-Service connected: Benefit computed as for Normal Retirement.

Benefit Amount Service Connected: Benefit computed as for Normal Retirement, but not less than 42% of Average Final Compensation.

Vesting (Termination):

Less than 10 years - Refund of Accumulated Member Contributions.

10 or more years - Accrued benefit payable at the otherwise Normal Retirement Date, or Refund of Member Contributions.

Pre-Retirement Death Benefits:

Vested or eligible for retirement: Beneficiary receives accrued pension payable for 10 years at otherwise Early or Normal Retirement Date (or actuarially reduced benefit payable for 10 years at the option of the Beneficiary).

Non-vested: Refund of Accumulated Member Contributions.

Contributions

Employee: 7.50% of Salary. 8.00% of Salary for Members hired after 12/4/2012.

Premium Tax: 1.85% tax on applicable insurance policies.

City: Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service as provided by Chapter 112, Part VII, Florida Statutes.

Net Pension Liability

The measurement date is September 30, 2016.

The measurement period for the pension expense was October 1, 2015 to September 30, 2016.

The reporting period is October 1, 2015 through September 30, 2016.

The Sponsor's Net Pension Liability was measured as of September 30, 2016.

The Total Pension Liability used to calculate the Net Pension Liability was determined as of that date.

Actuarial Assumptions:

The Total Pension Liability was determined by an actuarial valuation as of October 1, 2015 updated to September 30, 2016 using the following actuarial assumptions:

Inflation	2.70%
Salary Increases	4.00% - 7.00%
Discount Rate	7.70%
Investment Rate of Return	7.70%

Mortality Rate Healthy Lives:

Female: RP2000 Generational, 100% Annuitant White Collar, Scale BB.

Male: RP2000 Generational, 10% Annuitant White Collar /90% Annuitant Blue Collar, Scale BB.

Mortality Rate Disabled Lives:

Female: 60% RP2000 Disabled Female set forward two years / 40% Annuitant White Collar with no setback, no projection scale.

Male: 60% RP2000 Disabled Male setback four years / 40% Annuitant White Collar with no setback, no projection scale.

The date of the most recent experience study for which significant assumptions are based upon is not available.

The Long-Term Expected Rate of Return on Pension Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, Net of Pension Plan investment expenses and inflation) are developed for each major asset class.

For 2016 the inflation rate assumption of the investment advisor was 2.70%.

These ranges are combined to produce the Long-Term Expected Rate of Return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Best estimates of arithmetic real rates of return for each major asset class included in the Pension Plan's target asset allocation as of September 30, 2016 are summarized in the following table:

Asset Class	Target Allocation	Long Term Expected Real Rate of Return
Domestic Equity	35%	8.0%
International Equity	15%	3.0%
Bonds	30%	4.4%
Convertibles	10%	6.4%
Private Real Estate	5%	4.6%
REITS	5%	7.0%
Total	100%	

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Discount Rate:

The Discount Rate used to measure the Total Pension Liability was 7.70 percent.

The projection of cash flows used to determine the Discount Rate assumed that Plan Member contributions will be made at the current contribution rate and that Sponsor contributions will be made at rates equal to the difference between actuarially determined contribution rates and the Member rate. Based on those assumptions, the Pension Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the Long-Term Expected Rate of Return on Pension Plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

CHANGES IN NET PENSION LIABILITY

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(a)-(b)
Balances at September 30, 2015	\$ 40,127,193	\$ 23,075,823	\$ 17,051,370
Changes for a Year:			
Service Cost	424,216	-	424,216
Interest	3,037,757	-	3,037,757
Differences between Expected and Actual Experience	(100,351)	-	(100,351)
Changes of assumptions	2,361,584	-	2,361,584
Changes of benefit terms	(1,577)	-	(1,577)
Contributions - Employer	-	2,459,983	(2,459,983)
Contributions - State	-	367,918	(367,918)
Contributions - Employee	-	200,780	(200,780)
Net Investment Income	-	2,064,410	(2,064,410)
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(3,208,450)	-
Administrative Expense	-	(72,625)	72,625
Net Changes	2,513,179	1,812,016	701,163
Balances at September 30, 2016	\$ 42,640,372	\$ 24,887,839	\$ 17,752,533

Sensitivity of the Net Pension Liability to changes in the Discount Rate.

	Current Discount		
	1% Decrease	Rate	1% Increase
	6.70%	7.70%	8.70%
Sponsor's Net Pension Liability	\$ 23,183,712	\$ 17,752,533	\$ 13,288,621

Pension Plan Fiduciary Net Position.

Detailed information about the pension Plan's Fiduciary Net Position is available in a separately issued Plan financial report.

PENSION EXPENSE AND DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES RELATED TO PENSIONS

For the year ended September 30, 2016, the Sponsor will recognize a Pension Expense of \$2,331,713.

On September 30, 2016, the Sponsor reported Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between Expected and Actual Experience	-	92,676
Changes of assumptions	2,141,271	-
Net difference between Projected and Actual Earnings on Pension Plan investments	717,416	-
Total	<u>\$ 2,858,687</u>	<u>\$ 92,676</u>

Amounts reported as Deferred Outflows of Resources and Deferred Inflows of Resources related to pensions will be recognized in Pension Expense as follows:

Year ended September 30:	
2017	\$ 789,544
2018	\$ 789,544
2019	\$ 789,544
2020	\$ 397,379
2021	\$ 472,317
Thereafter	\$ (472,317)

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS

Last 10 Fiscal Years

	09/30/2016	09/30/2015
Total Pension Liability		
Service Cost	424,216	411,997
Interest	3,037,757	2,987,593
Changes of benefit terms	(1,577)	-
Differences between Expected and Actual Experience	(100,351)	(20,660)
Changes of assumptions	2,361,584	420,007
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(2,154,771)
Net Change in Total Pension Liability	2,513,179	1,644,166
Total Pension Liability - Beginning	40,127,193	38,483,027
Total Pension Liability - Ending (a)	<u>\$ 42,640,372</u>	<u>\$ 40,127,193</u>
Plan Fiduciary Net Position		
Contributions - Employer	2,459,983	2,321,223
Contributions - State	367,918	391,117
Contributions - Employee	200,780	182,394
Net Investment Income	2,064,410	218,115
Benefit Payments, including Refunds of Employee Contributions	(3,208,450)	(2,154,771)
Administrative Expense	(72,625)	(77,530)
Net Change in Plan Fiduciary Net Position	1,812,016	880,548
Plan Fiduciary Net Position - Beginning	23,075,823	22,195,275
Plan Fiduciary Net Position - Ending (b)	<u>\$ 24,887,839</u>	<u>\$ 23,075,823</u>
Net Pension Liability - Ending (a) - (b)	<u>\$ 17,752,533</u>	<u>\$ 17,051,370</u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	58.37%	57.51%
Covered Employee Payroll ¹	\$ 2,629,023	\$ 2,571,913
Net Pension Liability as a percentage of Covered Employee Payroll	675.25%	662.98%

Notes to Schedule:

¹ The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Changes of benefit terms:

For measurement date 09/30/2016, amounts reported as changes of benefit terms resulted from Ordinance No.2016-5, adopted on May 3, 2016 and provided for the following changes:

1. Change the minimum Line of Duty Disability Benefit from 42% to 51% of Average Final Compensation for anyone who becomes Disabled on or after January 1, 2016.
2. Eliminate the criteria, effective January 1, 2016 that in order to enter the DROP it must be done within one year of reaching
3. Allow all Members who are or become eligible for Normal Retirement access to the DROP, regardless of Tier.
4. Provide for a Share Plan that is not yet funded.

Changes of assumptions:

For measurement date 09/30/2016, as a result of Chapter 2015-157, Laws of Florida, the assumed rates of mortality were changed to the assumptions used by the Florida Retirement System for special risk employees.

The inflation assumption rate was lowered from 3.00% to 2.50%, matching the long-term inflation assumption utilized by the Plan's investment consultant.

The investment return assumption was decreased from 7.80% to 7.70%, net of investment related expenses.

For measurement date 09/30/2015, amounts reported as changes of assumptions were resulted from lowering the investment rate of return from 7.9% to 7.8%.

SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
Last 10 Fiscal Years

	<u>09/30/2014</u>	<u>09/30/2013</u>
Total Pension Liability		
Service Cost	379,866	352,054
Interest	2,934,569	2,906,978
Changes of benefit terms	-	-
Differences between Expected and Actual Experience	-	-
Changes of assumptions	-	-
Benefit Payments, including Refunds of Employee Contributions	<u>(3,195,972)</u>	<u>(2,679,197)</u>
Net Change in Total Pension Liability	118,463	579,834
Total Pension Liability - Beginning	38,364,564	37,784,730
Total Pension Liability - Ending (a)	<u><u>\$ 38,483,027</u></u>	<u><u>\$ 38,364,564</u></u>
Plan Fiduciary Net Position		
Contributions - Employer	2,911,058	2,147,607
Contributions - State	386,195	362,213
Contributions - Employee	176,907	126,353
Net Investment Income	1,715,914	1,612,796
Benefit Payments, including Refunds of Employee Contributions	<u>(3,195,972)</u>	<u>(2,679,197)</u>
Administrative Expense	<u>(53,503)</u>	<u>(54,796)</u>
Net Change in Plan Fiduciary Net Position	1,940,599	1,514,976
Plan Fiduciary Net Position - Beginning	20,254,676	18,739,700
Plan Fiduciary Net Position - Ending (b)	<u><u>\$ 22,195,275</u></u>	<u><u>\$ 20,254,676</u></u>
Net Pension Liability - Ending (a) - (b)	<u><u>\$ 16,287,752</u></u>	<u><u>\$ 18,109,888</u></u>
Plan Fiduciary Net Position as a percentage of the Total Pension Liability	57.68%	52.80%
Covered Employee Payroll ¹	\$ 2,247,991	\$ 2,092,775
Net Pension Liability as a percentage of Covered Employee Payroll	724.55%	865.35%

Notes to Schedule:

¹ The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

SCHEDULE OF CONTRIBUTIONS

Last 10 Fiscal Years

	09/30/2016	09/30/2015	09/30/2014	09/30/2013
Actuarially Determined Contribution	2,689,491	2,691,757	2,888,498	2,303,358
Contributions in relation to the Actuarially Determined Contributions	2,827,901	2,712,340	3,190,654	2,303,358
Contribution Deficiency (Excess)	\$ (138,410)	\$ (20,583)	\$ (302,156)	\$ -
Covered Employee Payroll ¹	\$ 2,629,023	\$ 2,571,913	\$ 2,247,991	\$ 2,092,775
Contributions as a percentage of Covered Employee Payroll	107.56%	105.46%	141.93%	110.06%

¹ The Covered Employee Payroll numbers shown are in compliance with GASB 82, except for the 09/30/2015 measurement period which includes DROP payroll.

Notes to Schedule

Valuation Date: 10/01/2014

Actuarially determined contribution rates are calculated as of October 1, two years prior to the end of the fiscal year in which contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method:	Entry Age Normal.
Amortization Method:	Level Percentage of Pay, Closed.
Remaining Amortization Period:	28 Years (as of 10/01/2014).
Mortality:	RP-2000 Table with no projection. Based on a study of over 650 public safety funds, this table reflects a 10% margin for future mortality improvements. (Disabled lives set forward 5 years).
Termination Rates:	See table on following page (1304A).
Disability Rates:	See table on following page (1207). It is assumed that 75% of disablements are service related.
Retirement Rates "Frozen Benefit":	Old Normal Retirement Date 30%
	Old Normal Retirement Date + 1 15%
	Old Normal Retirement Date + 2 15%
	Old Normal Retirement Date + 3 15%
	Old Normal Retirement Date + 4 15%
	Old Normal Retirement Date + 5 100%

Retirement Rates Benefits accrued after 09/25/12:

New Normal Retirement Date 100%.

Interest Rate:

7.90% per year compounded annually, net of investment related

Salary Increases:

Years of Service	Rate
Under 5	7.00%
5 to 9	6.00%
10 to 14	5.00%
15 or more	4.00%

Payroll Growth:

5.00% per year. (0% for 10/1/2014).

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Cost-of-Living Increase "Frozen Benefit": At least 20 years at retirement: 3% per year beginning 5 years after retirement. Otherwise, 1% per year beginning 1 year after retirement.

Cost-of-Living Increase "Future Service Piece": At least 25 years at retirement (or 20 years if first eligible for Normal Retirement at 55 & 10): 2.5% per year beginning in 2026 and the later of 8 years after retirement and age 59.5.

Cost-of-Living Increase "Hired after 12/4/12": No cost-of-living adjustment.

Asset Valuation Method: Each year, the prior Actuarial Value of Assets is brought forward utilizing the historical geometric 4-year average Market Value return. It is possible that over time this technique will produce an insignificant bias above or below Market Value.

Termination and Disability Rate Table:	% Becoming Disabled During	% Terminating During the
	the Year	Year
Age		
20	0.07%	9.30%
30	0.11%	7.88%
40	0.19%	4.28%
50	0.51%	1.13%

COMPONENTS OF PENSION EXPENSE
FISCAL YEAR SEPTEMBER 30, 2016

	Net Pension Liability	Deferred Inflows	Deferred Outflows	Pension Expense
Beginning balance	\$ 17,051,370	\$ 16,528	\$ 1,585,188	\$ -
Total Pension Liability Factors:				
Service Cost	424,216	-	-	424,216
Interest	3,037,757	-	-	3,037,757
Changes in benefit terms	(1,577)	-	-	(1,577)
Differences between Expected and Actual Experience with regard to economic or demographic assumptions	(100,351)	100,351	-	-
Current year amortization of experience difference	-	(24,203)	-	(24,203)
Change in assumptions about future economic or demographic factors or other inputs	2,361,584	-	2,361,584	-
Current year amortization of change in assumptions	-	-	(556,318)	556,318
Benefit Payments	(3,208,450)	-	-	(3,208,450)
Net change	<u>2,513,179</u>	<u>76,148</u>	<u>1,805,266</u>	<u>784,061</u>
Plan Fiduciary Net Position:				
Contributions - Employer	2,459,983	-	-	-
Contributions - State	367,918	-	-	-
Contributions - Employee	200,780	-	-	(200,780)
Net Investment Income	1,790,071	-	-	(1,790,071)
Difference between projected and actual earnings on Pension Plan investments	274,339	274,339	-	-
Current year amortization	-	(54,867)	(312,295)	257,428
Benefit Payments	(3,208,450)	-	-	3,208,450
Administrative Expenses	(72,625)	-	-	72,625
Net change	<u>1,812,016</u>	<u>219,472</u>	<u>(312,295)</u>	<u>1,547,652</u>
Ending Balance	<u><u>\$ 17,752,533</u></u>	<u><u>\$ 312,148</u></u>	<u><u>\$ 3,078,159</u></u>	<u><u>\$ 2,331,713</u></u>

AMORTIZATION SCHEDULE - INVESTMENTS

Increase (Decrease) in Pension Expense Arising from the Recognition of the of Differences Between Projected and Actual Earnings on Pension Plan Investments

Plan Year Ending	Differences Between Projected and Actual Earnings	Recognition Period (Years)	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
2014	\$ -	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2015	\$ 1,561,478	5	\$ -	\$ 312,295	\$ 312,295	\$ 312,296	\$ 312,296	\$ 312,296	\$ -	\$ -	\$ -	\$ -	\$ -
2016	\$ (274,339)	5	\$ -	\$ -	\$ (54,867)	\$ (54,868)	\$ (54,868)	\$ (54,868)	\$ (54,868)	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease) in Pension Expense			\$ -	\$ 312,295	\$ 257,428	\$ 257,428	\$ 257,428	\$ 257,428	\$ (54,868)	\$ -	\$ -	\$ -	\$ -

AMORTIZATION SCHEDULE - CHANGES OF ASSUMPTIONS

Increase (Decrease) in Pension Expense Arising from the Recognition of the Effects of Changes of Assumptions

Plan Year Ending	Changes of Assumptions	Recognition Period (Years)	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
2014	\$ -	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2015	\$ 420,007	5	\$ -	\$ 84,002	\$ 84,002	\$ 84,001	\$ 84,001	\$ 84,001	\$ -	\$ -	\$ -	\$ -	\$ -
2016	\$ 2,361,584	5	\$ -	\$ -	\$ 472,316	\$ 472,317	\$ 472,317	\$ 472,317	\$ 472,317	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease) in Pension Expense			\$ -	\$ 84,002	\$ 556,318	\$ 556,318	\$ 556,318	\$ 556,318	\$ 472,317	\$ -	\$ -	\$ -	\$ -

AMORTIZATION SCHEDULE - EXPERIENCE

Increase (Decrease) in Pension Expense Arising from the Recognition of the Effects of Differences between Expected and Actual Experience

Plan Year Ending	Differences Between Expected and Actual Experience	Recognition Period (Years)	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
2014	\$ -	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2015	\$ (20,660)	5	\$ -	\$ (4,132)	\$ (4,132)	\$ (4,132)	\$ (4,132)	\$ (4,132)	\$ -	\$ -	\$ -	\$ -	\$ -
2016	\$ (100,351)	5	\$ -	\$ -	\$ (20,071)	\$ (20,070)	\$ (20,070)	\$ (20,070)	\$ (20,070)	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease) in Pension Expense			\$ -	\$ (4,132)	\$ (24,203)	\$ (24,202)	\$ (24,202)	\$ (24,202)	\$ (20,070)	\$ -	\$ -	\$ -	\$ -



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (F13) Library Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to re-appoint Geraldine Bennett to the Library Advisory Board.

SUMMARY: Geraldine Bennett's term on the Library Advisory Board is expiring. Ms. Bennett would like to continue serving the City in this capacity. There are no other applications for the Library Advisory Board at this time.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson

Created/Initiated - 07/17/2017
Final Approval - 07/17/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (F14) Environmental Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to re-appoint Newton White to the Environmental Advisory Board.

SUMMARY: Newton White's term has expired on the Environmental Advisory Board. Mr. White has expressed an interest to continue serving the City in this capacity. The City Clerk has not received any other applications.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson

Created/Initiated - 07/17/2017
Final Approval - 07/17/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (F15) Charter Review Board Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to re-appoint Debbie Connors, Stan Hetrick, and Wayne Wilcox to the Charter Review Board.

SUMMARY: Three (3) positions on the Charter Review Board are up for re-appointment. All three members have expressed a desire to continue serving the City in this capacity. The current Board Members seeking re-appointment are: Debbie Connors, Stan Hetrick, and Wayne Wilcox. The City Clerk has not received any other applications.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson

Created/Initiated - 06/19/2017
Final Approval - 06/22/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (F16) Civil Service Board Appointments

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to reappointment Maria Mills-Benat and Wayne Wilcox to the Civil Service Board.

SUMMARY: Two (2) positions on the Civil Service Board are up for re-appointment. Both members have expressed a desire to continue serving the City in this capacity. The current members up for re-appointment are Maria Mills-Benat and Wayne Wilcox. The City Clerk has not received any other applications.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick
Jake Johansson

Created/Initiated - 06/19/2017
Final Approval - 06/22/2017



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: Yes

SUBJECT: (G17) Award of ITB #17-24 to Yellowstone Landscaping for Professional Landscaping Maintenance Service for Retention Ponds (Tabled on 7/18/17)

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to award, subject to FY 2018 appropriation in the amount of \$116,189.00, Bid #17-24, Professional Landscaping Maintenance Service for the Retention Ponds and Alternate No. 1, Retention Ponds and portions of Alternate No. 2, Palm Tree Trimming to Yellowstone Landscaping of Daytona Beach, Florida, and after budget hearings are completed in September, to authorize the Mayor and City Clerk to execute all contract documents.

SUMMARY: On May 18, 2017, three (3) bid proposal submittals for ITB #17-24, Professional Landscaping Maintenance for the retention ponds were received. Yellowstone Landscaping of Daytona Beach, Florida had the lowest, responsive, and responsible bid of the three bids received at a cost of \$68,634.00, for the bid Retention Ponds Maintenance and \$6,588.00 for Alternate No. 1, Retention Ponds Maintenance, \$47,770.00 for Alternate No. 2, Palm Tree Trimming.

The prices were deemed to be reasonable for the work to be performed and staff recommends that the Retention Ponds base bid, Retention Ponds Alternate No. 1, and the following line items of Palm Tree Trimming Alternative No. 2; all of the Right Of Way portions of the bid (items 22 thru 42), and items 1, 4, 5, 7, 9 thru 13 and item 14 on behalf of Parks and Recreation of the Facilities, Alternate No. 2 bid be awarded to Yellowstone Landscaping of Daytona Beach, Florida.

FY18 funding is contingent upon approval of the FY18 budget. The total contract proposed for award, after the reduction of the Tree trimming line items equals \$116,189.00. The reduced total for Alternate No. 2 equals \$40,967.00.

On July 19, 2017 City Council tabled this item for further legal review. The legal review attachment provides additional review information with options for council to consider.

Project No.: Funding Account No.: 41218005413420
 00143005413420
 00144005723414

ATTACHMENTS:

1.	Standard Contract for Services	Revised Yellowstone Contract.pdf
2.	Legal Review of Retention Pond Award - July 25, 2017	Legal Review of Retention Pond Award - July 25, 2017.pdf
3.	Contract Performance Requirments included in ITB #17-24	Contract Performance Requirments included in ITB #17-24.pdf
4.	Bid #17-24 Bid Tabulation Sheet	ITB 17-24 Tabulation Sheet (05-18-17).pdf
5.	Yellowstone Landscaping Bid Submission	ITB 17-24 Yellowstone Landscape Response(05-18-17).pdf
6.	Bid Request Form	Bid Request Form (02.15.16) Retention Ponds FY 17 18.docx
7.	ITB #17-24 Professional Landscaping Maintenance Retention Ponds	ITB 17-24.pdf

Robin Fenwick
Branford Adumuah
Jake Johansson
Robin Fenwick

Created/Initiated - 07/20/2017
Approved - 07/20/2017
Approved - 07/27/2017
Final Approval - 07/27/2017



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Base Bid Professional Landscape Maintenance Services for Retention Ponds, Alternate 1 - Retention Ponds, and portions of Alternate 2 - Palm Tree Trimming, which shall include: all Right of Way portion (items 22 through 42 of the bid), and items 1, 4, 5, 7, 9 through 14, as more specifically described in the scope of ITB 17-24, Contractor's proposal, and map locations, attached hereto as Exhibit "1." A complete copy of ITB 17-24, and the Contractor's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1st of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: The work shall be performed for the listed sites and map locations shown in the Contract documents and in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," in an amount not to exceed One Hundred Sixteen Thousand One Hundred Eighty-Nine and 00/100 Dollars (\$116,189.00) per Fiscal Year. The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. Contractor hereby acknowledges Contract performance requirements as set forth in Addendum No. 1 of BID No. 16-04.

3. Contract Documents The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐	Officer(s) Exemption	Documentation Required for Exemption: (must be attached to Purchase Order) ☐ Florida Department of Financial Services business activities on exemption detail page. ☐ Verification of Workers' Compensation for employee(s) and subcontractor(s). ☐ List of all subcontractor(s) utilized for work provided by this Purchase Order.	
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of agreement. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000 minimum	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>	

☐	Errors and Omissions	Limits: Coverage - \$ <u>To be determined.</u>	Agents acting on behalf of the City.
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	Department Head waives Payment and Performance Bond for work under \$25,000.00.		
☐	Department Head waives Insurance for work under \$ _____, unless otherwise required by law.		

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the

performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Branford N. Adumuah, Director of Public Works
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape
Attention: Time Portland, Manager
3235 North State Street
Bunnell, Florida 32110
(386) 248-3298 – Telephone
bcritcher@yellowstonelandscape.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC.
d/b/a YELLOWSTONE LANDSCAPE

Printed Name: _____

By: _____
Tim Portland, Manager

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape a Florida limited liability corporation, and who:

[Notary: Please select one]

- ☐ is personally known to me; or
☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

By: _____
Robin L. Fenwick, CMC, City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Schedule of Unit Prices, Map of
Contracted Mowing Locations, and
Scope of Work
(8 pages)



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE RETENTION PONDS MAINTENANCE LEVELS Class "D" Maintenance ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be Included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Berry Critcher
EMAIL ADDRESS:	barbiche@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	SQUARE FOOTAGE	ACRES	PER HOUR	NUMBER OF MOWS PER YEAR	TOTAL ANNUAL MOWING COST	MULCH COST PER APPLICATION	TOTAL ANNUAL COST ALL APPLICATIONS
BASE BID 1-23								
1	Commonwealth Boulevard Retention Pond	30,488	0.7	\$ 30.50	24	\$ 732.00	\$ 215.00	\$ 947.00
2	Frederick Avenue Retention Pond	95,981	2.2	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
3	Westridge Avenue Retention Pond	42,621	0.98	\$ 122.00	24	\$ 2,928.00	\$ 490.00	\$ 3,358.00
4	Farmbrook Road Retention Pond	47,000	1.08	\$ 91.50	24	\$ 2,196.00	\$ 301.00	\$ 2,497.00
5	Nova Road Retention Pond #1	60,040	1.38	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
6	Nova Road Retention Pond #2	90,125	2.07	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
9	Nova Road Retention Pond #5	88,076	1.49	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
11	Devon Street Retention Pond	47,080	1.08	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	\$ 91.00	24	\$ 1,464.00	N/A	\$ 1,464.00
13	Taylor Woods Retention Pond	125,550	2.88	\$ 274.50	24	\$ 6,588.00	N/A	\$ 6,588.00
14	Nixon Lane	26,220	0.60	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
15	Tompkins Drive Retention Pond	40,316	0.93	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
17	Canal View Boulevard Retention Pond	66,674	1.51	\$ 162.50	24	\$ 3,660.00	N/A	\$ 3,660.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.8	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
20	Causeway Retention Pond (west end)	4,784	0.11	\$	24	\$	N/A	\$
21	Cambridge Pump Station Retention Pond	226,300	5.24	\$ 305.00	24	\$ 7,320.00	N/A	\$ 7,320.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
23	Public Utilities Easement	16,210	0.35	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
TOTAL BASE BID ITEMS 1-23								\$ 66,634.00
24	Baywood Retention Pond	16,000	0.37	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
26	Viking Drive Retention Pond	11,400	0.26	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
27	Stillwood Court Retention Pond (2 Ponds)	22,660	0.52	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
28	Ana Maria Retention Pond and Ditch	13,800	0.32	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
29	Miles Drive Retention Pond	59,750	1.30	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
30	5088 Orange Blvd. Retention Pond	16,260	0.42	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
RETENTION PONDS ALTERNATE BID No. 1 ITEMS 24-30								\$ 6,588.00

ATTACHMENT 2 BID ALTERNATE No.2 PROPOSAL SCHEDULE OF UNIT PRICING



**CITY OF PORT ORANGE
PALM TREE TRIMMING**

ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	bcritcher@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	SITE DESCRIPTION	TYPES OF PALMS	NUMBER OF PALMS	NUMBER OF PRUNING TIMES PER YEAR	TOTAL ANNUAL COST
FACILITIES					
1	City Hall Complex (City Center)	Cabbage Palms	50	1	\$ 1,220.00
2	Gymnasium Site	Sable Palm	17	1	N/A
3	Amphitheater/Lakeside Community Center Site	Sable Palm	15	1	N/A
4	City Center Dr. & Old Police Department Site	Washingtonia	3	1	\$ 79.00
5	City Center Dr. & Old Police Department Site	Madjool Palms	2	2	\$ 122.00
6	City Center Sports Complex	Sable Palm	100	1	N/A
7	Public Works Facility Site	Cabbage Palms	23	1	\$ 584.00
8	Adult Activity Center Site	Sable Palm	8	1	N/A
9	Fire Station #71 Site	Cabbage Palms	3	1	\$ 76.00
10	Fire Station #71 Site	Washingtonia	5	1	\$ 132.00
11	Fire Station #72 Site	Cabbage Palms	11	1	\$ 280.00
12	Fire Station #75 Site	Cabbage Palms	24	1	\$ 610.00
13	Police Department Site	Madjool Palms	1	2	\$ 61.00
14	Causeway Park	Sable Palm	351	2	\$ 17,840.00
15	Riverside Park/Chamber of Commerce	Sable Palm	41	1	N/A
16	Spruce Creek Recreational Facility	Sable Palm	67	1	N/A
17	Airport Road Park	Washingtonia	19	1	N/A
Facilities Total Trees			740		
Right Of Way					
22	Causeway and High Rise Bridge (Center Medians)	Cabbage Palms	41	1	\$ 1,042.00
23	Causeway and High Rise Bridge (Southwest ROW)	Cabbage Palms	62	1	\$ 1,576.00
24	Causeway and High Rise Bridge (Northwest ROW)	Cabbage Palms	102	1	\$ 2,592.00
25	Causeway and High Rise Bridge (Northwest ROW)	Washingtonia	13	1	\$ 344.00
26	Causeway and High Rise Bridge (Northwest ROW)	Madjool Palms	3	2	\$ 183.00
27	Ridgewood Avenue Medians	Cabbage Palms	19	1	\$ 483.00
28	Ridgewood Avenue Medians	Madjool Palms	7	2	\$ 427.00
29	Dunlawton Avenue Medians	Washingtonia	86	1	\$ 2,273.00
30	Dunlawton Avenue Medians	Madjool Palms	3	2	\$ 183.00
31	Nova Road Medians	Cabbage Palms	18	1	\$ 457.00
32	Nova Road Medians	Madjool Palms	24	2	\$ 1,464.00
33	Hockney Court	Cabbage Palms	12	1	\$ 305.00
34	Hockney Court	Madjool Palms	2	2	\$ 122.00
35	Town West Boulevard Medians	Washingtonia	131	1	\$ 3,462.00
36	Coraci Boulevard Medians	Washingtonia	45	1	\$ 1,189.00
37	McGinnis Avenue Medians	Washingtonia	81	1	\$ 2,141.00
38	Tree Garden Drive Median	Cabbage Palms	9	1	\$ 229.00
39	Tree Garden Drive Median	Madjool Palms	9	2	\$ 549.00
40	Wiltshire Boulevard Medians	Cabbage Palms	23	1	\$ 584.00
41	Coral Way Medians	Cabbage Palms	12	1	\$ 305.00
42	Willow Run Blvd	Washingtonia	2	1	\$ 53.00
Right Of Way Total Trees			704		
ALTERNATE #2 TOTAL BIDDING					\$ 40,967.00

EXHIBIT "1"

Map of Contracted Mowing Locations
(to be provided)

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed proposals Professional Landscaping Maintenance Service for the retention ponds.

SCOPE OF WORK:

Professional Landscaping Maintenance Service **Retention Ponds**

STATEMENT OF RESPONSIBILITIES: The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. The contractor awarded the bid shall be responsible for all maintenance required in each respective retention pond area. It is highly recommended that any contractor submitting a bid personally visit each site prior to submitting a bid. Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.

Class "D" Maintenance Level

A total of twenty-four (24) visit shall be provided annually. All twenty-four (24) shall be scheduled at the rate of two (2) visits per month.

The contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscaping areas, and shorelines. This includes, but is not limited to, paper, bottles, cans, palm fronds, and tree limbs from all sites covered in this bid document. The contractor is responsible for disposal of trash and debris in accordance with all federal, state, local laws, rules, and regulations.

All turfgrass areas shall be mowed as specified in this document. No more that one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise directed by the City. The minimum turfgrass mowing height shall be as follows: St. Augustine – 2.5 inches Argentine Bahia – 3 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to, roadways, driveways, curbs, parking areas, walkways, fences, plant beds, and tree wells so that no grass, ground covers or weeds are left extending beyond or over the surfaces being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURFGRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turfgrass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible for removing all crisscrossed, dead, or broken branches and the Contractor shall remove all sucker growth that occurs between the root-ball and the bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turfgrasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalks areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The Contractor will be responsible for notifying the City to determine if a replacement is necessary.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Equipment shall have the name of the Contractor, business telephone

number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze-damaged plant material shall have the dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible for replacing all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for a plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes, and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, the contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause

not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from the site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. The City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

ALTERNATE BID # 2 - PALM TREE PRUNING

PALM TREES: Contractor shall be responsible for pruning all palm trees at the sites as listed in Bid Alternate No. 2 Spreadsheet.

EXHIBIT “2”

(Consisting of 3 pages)

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Yellowstone Landscape-South East, LLC d/b/a Yellowstone Landscape
Principal Business Address: 3235 North State Street
Bunnell, Florida 32110
Contact Person: Tim Portland, Manager
Phone Number: (386) 248-3298

SURETY:

Address: _____

Contact Person: _____
Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

Amount: \$122,992.00

**City Case/ ITB 17-24 Professional Landscape Maintenance Service
for the Retention Ponds**

Description of Work: ITB 17-24 Professional Landscape Maintenance Service for the Retention Ponds

Project Location: Various locations in and around Port Orange, Volusia County, Florida

Legal Description: Locations within City of Port Orange, Florida for all public works identified in
ITB No. 17-24

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Yellowstone Landscape-Southeast, LLC d/b/a Yellowstone Landscape

ITB 17-24 Professional Landscape Maintenance Service for the Retention Ponds

Bond No. _____

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Yellowstone Landscape Southeast, LLC d/b/a Yellowstone Landscape**, as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED NINETY-TWO AND 00/100 DOLLARS (\$122,992.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, 2017, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services for the Retention Ponds, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 2017.

Attest:

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
d/b/a YELLOWSTONE LANDSCAPE
(Principal)

(As to Corporate Principal) Secretary

By: _____
Tim Portland, Manager

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____
Name: _____
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

LEGAL REVIEW OF RETENTION POND AWARD
July 25, 2017

In the 2016 award, under the Scope C Right of Way, the line item/unit price was required and specified for each of the streets (roadsides and medians). The Spruce Creek/Dunlawton retention ponds were not line item listed for a cost/unit price in the FY 2016 bid specifications. Retention ponds locations were shown with a map in the bid specifications for FY 2016. At the April 2016 contract award, the summary indicated that the retention ponds were removed from the award.

The Spruce Creek/Dunlawton retention ponds are not shown on the line item or map for the FY 2017 bid. The retention ponds were line item specified, except for the SW corner of Spruce Creek/Dunlawton, the SE corner of Spruce Creek/Dunlawton and Harms Way.

City Council has the options regarding the Yellowstone agenda item, as follows: The city may (1) reject all bids and conduct the maintenance with city crews; (2) bid the maintenance of the Spruce Creek ponds and any other ponds in another solicitation; (3) reject all bids and rebid all pond maintenance including the three ponds not identified; (4) negotiate stricter contract compliance language with the vendor proposed for the award; or (5) make the award to Yellowstone and consider a change order for additional ponds.

City council generally has the discretion to make the determination, absent action that would be arguably unfair to a bidder, ie. fraud or collusion, or would unduly prejudice a bidder. Rebidding is best accomplished when the specifications can be changed. Rebidding may result in higher or lower bids depending on numerous factors. Generally, rebidding requires approximately 90 days between the department initiation through the purchasing bid process, council award and contract effective date. Staff would have to continue to perform the retention pond maintenance until a new bid is awarded.

Examples of stricter compliance language may include the following: (1) reporting to council at a specified frequency, ie. quarterly or otherwise; (2) a city right of cancellation upon short notice (3) a shorter term of contract (4) measurable standards of performance and (5) other language or any combination of the above. None of these examples for modified terms, were specified in the FY 2017 request for bids, however, the vendor proposed for the award may agree to reasonable requirements to receive the award. With stronger compliance language and requirements, the city council may accomplish a better level of the performance.

MTR/tl

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

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- (f) Failure to remove all trash from the site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.



**CITY OF PORT ORANGE, FLORIDA
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

ITB NUMBER: ITB-#17-24
ITB TITLE: PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS
OPENING DATE/TIME: May 18, 2017 AT 2:30 P.M.

		Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")		DeAngelo Brothers LLC, T/A Aquagenix of St. Cloud, Florida	Verdego LLC of Bunnell, Florida	Yellowstone Landscape of Daytona Beach, Florida	
1	Form 7.1 Submittal Checklist	YES	YES	YES	
2	Form 7.2 Bidder's Acknowledgment	YES	YES	YES	
3	Form 7.3 Addendum & Change Order Acknowledgement	YES	YES	YES	
4	Form 7.4 Drug Free Preference Statement	YES	YES	YES	
5	Form 7.5 Statement on Public Entity Crimes	YES	YES	YES	
6	Form 7.6 Affidavit of Anti-Collusion	YES	YES	YES	
7	Form 7.7 Authorized Signatures/Negotiators	YES	YES	YES	
8	Form 7.8 Statement of Vendors Qualifications	YES	YES	YES	
9	Form 7.9 Professional References	YES	YES	YES	
10	Form 7.10 Listing of Subcontractors	YES	YES	N/A	
11	Form 7.11 Vendor Application Form & W-9	YES	YES	YES	
12	Form 7.12 Local Business Affidavit of Eligibility	N/A	YES	YES	
13	Form 7.13 Certificate of Corporate Principle	YES	YES	YES	
14	Certificate of Insurance	YES	YES	YES	
15	Bid Bond	YES	YES	YES	
16	Attachment 1-Bid Proposal	YES	YES	YES	
	1 Original, 1 Digital Copy	YES	YES	YES	
	Deemed Responsive?	YES	YES	YES	
TOTAL BID		\$ 102,019.62	\$ 72,950.00	\$ 68,634.00	\$ -
ALTERNATE No. 1 RETENTION PONDS		\$ 10,762.56	\$ 8,640.00	\$ 6,588.00	\$ -
ALTERNATE No. 2 PALM TREE TRIMMING		\$ 267,383.64	\$ 51,020.00	\$ 47,770.00	\$ -

Opened and tabulated by: David Battaglia, Purchasing Agent
 Witnessed by: O.T. Powell Buyer

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN

SEALED BID NO.

ITB #17-24

BID TITLE:

**PROFESSIONAL LANDSCAPING MAINTENANCE
SERVICE FOR THE RETENTION PONDS**

DUE DATE/TIME:

May 18, 2017

SUBMITTED BY:

YELLOWSTONE LANDSCAPE

(Name of Company)

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: David Battaglia
Purchasing Agent
Finance Department
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

Landscape Maintenance Services Proposal

prepared for

THE CITY OF PORT ORANGE

**ITB #17-24, PROFESSIONAL LANDSCAPING
MAINTENANCE SERVICES
FOR THE RETENTION PONDS**

May 18,2017



YELLOWSTONE
LANDSCAPE

Table of Contents



1. Required Forms 7.2-7.13
2. W-9 and Sunbiz Report
3. Bid Proposal
4. Bid Bond
5. Certificate of Insurance



Required Forms 7.2-7.13

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement.
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement.
- ☒ Form 7.4 – Drug Free/Tie Preference Statement.
- ☒ Form 7.5 – Public Entity Crimes Statement.
- ☒ Form 7.6 – Affidavit of Anti-Collusion.
- ☒ Form 7.7 – Authorized Signatures/Negotiators.
- ☒ Form 7.8– Statement of Vendor’s Qualifications.
- ☒ Form 7.9 – Professional References for Previous Landscaping Experience.
- ☒ Form 7.10 – Listing of Subcontractors.
- ☒ Form 7.11 – Vendor Application.
- ☒ W-9 Form.
- ☒ Form 7.12 – Local Business Affidavit of Eligibility.
- ☒ Form 7.13 – Certificate as to Corporate Principal.
- ☒ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
- ☒ Bid Bond
- ☒ Copy of Insurance.
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.
- BY: Yellowstone Landscape
Name of Business
- 
Authorized Signature
- 05/18/2017
Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

<u>Yellowstone Landscape</u>	<u>500 Fentress Blvd</u>
NAME OF BUSINESS	MAILING ADDRESS
<u>[Signature]</u>	<u>Daytona Beach, FL 32114</u>
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
<u>Barry Critcher, Manager</u>	<u>386.248.3298</u>
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
<u>20-2993503</u>	<u>bcritcher@yellowstonelandscape.com</u>
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF Florida COUNTY OF Flagler

The foregoing instrument was acknowledged before me this day of 18th May, 2017 by Barry Critcher, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 11/9/19

Dolores M. Mew
Notary Public

This document must be completed and returned with your Submittal



FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 05.12.17 Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

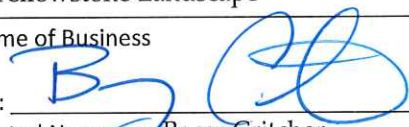
If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

Yellowstone Landscape

Name of Business

By: 

Printed Name: Barry Critcher

Title: Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of May, 2017, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape-Southeast, LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

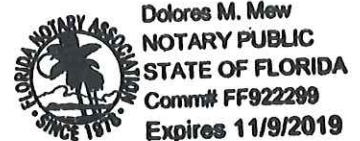
☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Yellowstone Landscape
Name of Business
By: [Signature]
Printed Name: Barry Critcher
Title: Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of May, 2017, by
Barry Critcher (NAME), as Business Development Manager (TITLE) of
Yellowstone Landscape-Southeast, LLC (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

Dolores M. Mew
Notary Public, State of FL

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

Drug-Free Workplace Statement



Yellowstone Landscape has a vital interest in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The abuse of alcohol and the unlawful or improper presence or use of controlled substances in the workplace presents a danger to everyone.

In addition, as a federal guarantee, Yellowstone Landscape has a duty to comply with the requirements of the Drug-Free Workplace Act of 1988. Further, the decreased productivity of such individuals because of absenteeism and turnover place an increased burden on other employees that can adversely affect our ability to compete by providing competent service to our clients.

In accordance with the Drug Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction within five (5) days of such conviction. Continued employment is conditioned upon full compliance with the drug and alcohol-free workplace policy including notifying Yellowstone Landscape of any criminal drug conviction. Any violation of this policy may result in discipline action.

Yellowstone Landscape reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy. Such actions include, but are not limited to, requesting an employee to submit to a drug and/or alcohol test when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated the drug and/or alcohol prohibitions contained in this policy. Yellowstone Landscape also reserves the right to inspect property including lockers, desks, or employee's personal property when Yellowstone Landscape has reasonable suspicion to believe that the employee may have or has violated this substance abuse policy.

"Substance Abuse" is defined as:

1. Reporting to work or working while under the influence of or impaired by alcohol.
2. Reporting to work or working while under the influence of controlled substances.
3. Engaging in the unlawful or unauthorized manufacture, distribution, dispensation, solicitation, transfer, sale or possession of controlled substance and/or alcohol.

"Controlled Substance" is defined as drugs and chemical substances whose possession and use are prohibited under State or Federal Law as well as prescription drugs unless validly prescribed by a licensed medical practitioner.

Drug-Free Workplace Statement



In view of these concerns for the protection of all employees and our clients, Yellowstone Landscape intends to maintain a workplace free of the problems associated with the unauthorized use of drugs and the abuse of alcohol. Our policy is to help employees when they seek assistance, through referral to appropriate rehabilitation programs in the community. During any period of rehabilitation, an employee remains subject to discipline for any violation of these or any other Yellowstone Landscape regulation and/or policies.

Employees are required to submit to a post-accident drug test, if an on-the-job injury causes them to seek medical care, miss a shift of work, or causes any damage exposure to Yellowstone Landscape.

In order for an employee to retain his or her job while pursuing rehabilitation as an alternative to termination, the employee must:

1. Participate in a professional substance abuse program conducted through a licensed hospital, medical facility or treatment agency either on an inpatient or outpatient basis.
2. Provide written documentation (on the letterhead of the selected substance abuse program) within five (5) calendar days of Yellowstone Landscape's formal counseling that the employee is participating in a professional substance abuse program. Within thirty (30) days of commencing participation in such a program, the employee must provide acceptable documentation that they have either successfully completed or are continuing to participate in the selected program.
3. Provide written authorization for the release to Yellowstone Landscape of information verifying his or her participation and progress in the program.
4. Agree that he or she may be tested for drugs in the future at any time as a condition of continued employment and agree that he or she will sign authorization consenting to such testing and releasing the resulting medical information to Yellowstone Landscape.

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Barry Critcher, who, being by me first duly sworn, made the following statement:

1. The business address of 500 Fentress Blvd, Daytona Beach, FL 32114 (name of Offeror or business) is Yellowstone Landscape.
2. My relationship to Yellowstone Landscape (name of Offeror or business) is Manager (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)

Yellowstone Landscape

Name of Business

By: [Signature]

Printed Name: Barry Critcher

Title: Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of May, 2017, by Barry Critcher, as Business Development Manager of Yellowstone Landscape - Southeast, LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Dolores M. Mew

Notary Public, State of FL

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# **FF922299**
Expires **11/9/2019**

ANTI-COLLUSION STATEMENT BID FORM:

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

F.E.I.N. NUMBER: 20-2993503

NO BID (REASON): _____

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FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
Barry Critcher	Manager	386.248.3298
Brian Martin	Regional Vice President	386.437.6211


(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

**PLEASE SEE RESPONSES
ON FOLLOWING PAGES**

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Yellowstone Landscape
Name of Business
By: [Signature]
Printed Name: Barry Critcher
Title: Manager

STATE OF Florida
COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me this 18th day of May, 2017, by Barry Critcher, as Business Development Manager of Yellowstone Landscape - Southeast, LLC and who:

[Notary: Please select one]

☒ is personally known to me; or
☐ has produced _____ as identification.

Dolores M. Mew
Notary Public, State of FL
Printed, typed or stamped name, commission
and expiration:



Dolores M. Mew
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF922299
Expires 11/9/2019

This document must be completed and returned with your Submittal

Statement of Qualifications



- A. Yellowstone Landscape
- B. 500 Fentress Boulevard
Daytona Beach, Florida 32114
- C. Yellowstone Landscape was organized in 2008.
- D. Yellowstone Landscape is a registered Florida Limited Liability Corporation, with headquarters offices located at 3235 North State Street, Bunnell, Florida 32110.
- E. Prior to 2015, Yellowstone Landscape served clients across the Southeastern United States under the trade name "Austin Outdoor". Austin Outdoor was founded in Flagler County, Florida in 1994 and provided commercial landscape services to clients across Central Florida for more than 20 years.
- F. Please see "Similar Contracts Presently on Hand" in following pages.
- G. Yellowstone Landscape provides commercial landscaping services that include landscape design, landscape installation, irrigation installation and maintenance and landscape maintenance. Specialty services include landscape enhancement feature installations, turf replacement, application of fertilizers, other nutrient products, and pest management control products, performed by certified applicators, and athletic field turf maintenance. These services are offered to commercial clients including homeowner associations, municipal, county and state governments, master planned developments, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers across the South.
- H1. Yellowstone Landscape, nor any of its previous operating entities have never failed to complete any awarded contractual work.
- H2. Yellowstone Landscape, nor any of its previous operating entities have been subject to any lawsuits, judgements, or licensure disciplinary actions in any of the previous three years.
- I. Yellowstone Landscape, nor any of its previous operating entities have ever defaulted on any awarded contract.
- J. Please see "Similar Contracts Presently on Hand" in following pages.
- K. Please see "Listing of Major Equipment" in following pages.

Statement of Qualifications



- L. Please see "Similar Contracts Presently on Hand" in following pages.
- M. Principal Officers within Yellowstone Landscape have progressed through the commercial landscaping industry, either within the organization, or from outside, competitive organizations. Our current CEO, Tim Portland, has been in his current role since 2012. Prior to joining Yellowstone, Mr. Portland has served as CEO of Scotts Lawn Service and USI Contractors & Home Improvement.
- N. \$5,000,000
- O. Wells Fargo Bank
- P. Yellowstone Landscape will, upon request, fill out a detailed financial statement and furnish any other information that may be requested by The City of Port Orange.

Similar Contracts Presently on Hand



Below is a listing of projects similar in scope to The City of Port Orange, currently being served by Yellowstone Landscape.

Project Name	Landscape Services Include	County	Approximate Value
The City of Ormond Beach	Streetscapes, Rights of Way, Parks, Athletic Fields, City Facilities	Volusia	>\$1,000,000
The City of New Smyrna Beach	Streetscapes, Rights of Way, City Facilities	Volusia	>\$400,000
Town Center at Palm Coast Community Development District	Streetscapes, Rights of Way, Parks, Trails	Flagler	>\$500,000
Flagler County, Florida	Streetscapes, Rights of Way, City Facilities	Flagler	>\$250,000
Grand Haven Community Development District	Streetscapes, Rights of Way	Flagler	>\$500,000
Dunes at Hammock Beach Community Development District	Streetscapes, Rights of Way	Flagler	>\$500,000
Fleming Island Plantation Community Development District	Streetscapes, Rights of Way	Clay	>\$500,000

Listing of Major Equipment



Below is a summary listing of fleet vehicles and major equipment currently owned or leased within the Yellowstone Landscape, East Central Florida District.

Vehicle/Equipment	Quantity
Mowers (Various Sizes)	>150
Heavy Duty Pickup Trucks	>50
Irrigation Trucks	>10
Water Tank Truck	1
Other Work Trucks	>100
Motorized Work Carts	>15
Heavy Construction Equipment (Various Caterpillar)	>25

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: The City of Ormond Beach
Contact Person: Robert Carolin
City, State: Ormond Beach, FL
Telephone Number: 386.882.3487
Email Address: robert.carolin@ormondbeach.org
Description of goods or
Services provided: Commercial Landscape Maintenance
Contract Amount: +\$1,000,000
Start/End Date of Contract: 2012-present
2. Company Name: The City of New Smyrna Beach
Contact Person: Faith Miller
City, State: New Smyrna Beach, FL
Telephone Number: 386.424.2205
Email Address: faith.miller@cityofnsb.com
Description of goods or
Services provided: Commercial Landscape Maintenance
Contract Amount: +\$400,000
Start/End Date of Contract: 2015-present
3. Company Name: Town Center at Palm Coast Community Development District
Contact Person: Clint Smith
City, State: Palm Coast, FL
Telephone Number: 386.446.6226
Email Address: csmith@allte.com
Description of goods or
Services provided: Commercial Landscape Maintenance
Contract Amount: +\$500,000
Start/End Date of Contract: 1998-present

This document must be completed and returned with your Submittal

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: N/A

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



**City of Port Orange
Vendor Application**

City of Port Orange

Date:

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: Yellowstone Landscape

ADDRESS: 500 Fentress Blvd

CITY: Daytona Beach STATE: FL ZIP CODE: 32114

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): 386.248.3298 FAX # 386.437.5143

SIGNATURE PERSON FILING APPLICATION: 

PRINTED NAME: Barry Critcher

TITLE: Manager

FEDERAL I.D. (F.E.I.N.) # 20-2993503

E-MAIL ADDRESS: bcritcher@yellowstonelandscape.com
(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☒ Y ☐ N State Incorporated: Delaware Year: 2008

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☒ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

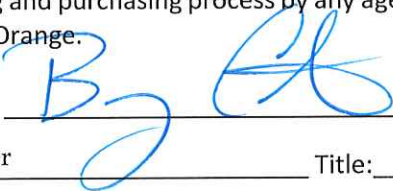
It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquires.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I **certify** that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form:  _____

Printed/Types Name: Barry Critcher Title: Manager

Commodity/Services Commercial Landcaping Services

This document must be completed and returned with your Submittal

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): #17-24BUSINESS NAME: Yellowstone LandscapeCONTACT PERSON/TITLE: Barry CritcherMAILING ADDRESS: 500 Fentress BlvdCITY-STATE-ZIP: Daytona Beach, FL 32114Length of Time at Address Provided: 4 yearsPhysical Presence of Business: ☐ Headquarters, ☒ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☒ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 20-2993503BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386.248.3298 FAX: 386.437.5143EMAIL: bcritcher@yellowstonelandscape.com****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Barry Critcher who, after being sworn according to law, stated that he or she was authorized to represent Yellowstone Landscape and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Dolores M. Mew

SIGNATURE OF NOTARY PUBLIC

THIS 18th DAY OF May, 2017My Commission Expires: 11/9/19

NOTARY SEAL



Dolores M. Mew
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# FF922299
 Expires 11/9/2019

SIGNATURE OF AFFIANT

DATE

Barry Critcher, BDM

PRINTED NAME OF AFFIANT / TITLE

Yellowstone Landscape-Southeast, LLC

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Tim Portland, certify that I am the President and secretary of the corporation named as Principal in the within Bid Bond; that PETER WEICH
VICE PRESIDENT, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.


Signature
AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal



THE CITY OF DAYTONA BEACH
BUSINESS TAX # BT-72325

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
500 FENTRESS BLVD
LANDSCAPE/GARDENER

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-72325	TAX RECEIPT NO.
72325	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2017	VALID TO
08/26/2016	DATE PAID
25.00	ANNUAL FEES

1210 LANDSCAPE GARDNER

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
PO BOX 849
BUNNELL FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



THE CITY OF DAYTONA BEACH

Receipt # RP08349

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC
500 FENTRESS BLVD

1210 07/11/2016 LANDSCAPE GARDNER

25.00

BUSINESS TAX # BT-72325

Fees Paid:

\$25.00

Paid By: RemitPlus Processor

Date Paid: August 26, 2016
Pay Method: RemitPlus 105023
Collected By: RMT

TAX RECEIPT

ITB #17-24, Professional Landscaping Maintenance Service
For the Retention Ponds



W-9 and Sunbiz Report

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**Print or type
See Specific Instructions on page 2.**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.**Yellowstone Landscape - Southeast, LLC****2** Business name/disregarded entity name, if different from above**dba Yellowstone Landscape****3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **C****Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.☐ Other (see instructions) ▶**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)**3235 N. State Street, PO Box 849**

Requester's name and address (optional)

6 City, state, and ZIP code**Bunnell, FL 32110****7** List account number(s) here (optional)**Part I Taxpayer Identification Number (TIN)**Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.**Social security number**

[] [] [] - [] [] [] - [] [] [] [] [] []

or

Employer identification number

2 0 - 2 9 9 3 5 0 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.**Sign
Here**Signature of
U.S. person ▶*Cynthia Westley*

Date ▶

1/1/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Filing Information

Document Number	L05000035212
FEI/EIN Number	20-2993503
Date Filed	04/11/2005
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	12/23/2015
Event Effective Date	01/01/2016

Principal Address

3235 NORTH STATE STREET
BUNNELL, FL 32110

Changed: 03/19/2010

Mailing Address

P.O. BOX 849
BUNNELL, FL 32110

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 05/07/2015

Address Changed: 05/07/2015

Authorized Person(s) Detail

Name & Address

Title Manager

PORTLAND, TIMOTHY
P O BOX 849
BUNNELL, FL 32110

Title MANAGER

LALONDE, K. ALLAN
3235 NORTH STATE STREET
BUNNELL, FL 32110

Title MANAGER

WELCH, PETER
P O BOX
BUNNELL, FL 32110

Annual Reports

Report Year	Filed Date
2016	04/26/2016
2016	06/27/2016
2017	04/07/2017

Document Images

04/07/2017 -- ANNUAL REPORT	View image in PDF format
06/27/2016 -- AMENDED ANNUAL REPORT	View image in PDF format
04/26/2016 -- ANNUAL REPORT	View image in PDF format
12/23/2015 -- LC Name Change	View image in PDF format
10/09/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
06/09/2015 -- ANNUAL REPORT	View image in PDF format
05/07/2015 -- CORLCRACHG	View image in PDF format
07/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
04/29/2014 -- ANNUAL REPORT	View image in PDF format
01/29/2013 -- ANNUAL REPORT	View image in PDF format
12/26/2012 -- Merger	View image in PDF format
03/12/2012 -- ANNUAL REPORT	View image in PDF format
03/16/2011 -- ANNUAL REPORT	View image in PDF format
03/19/2010 -- ANNUAL REPORT	View image in PDF format
03/11/2009 -- ANNUAL REPORT	View image in PDF format
03/17/2008 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- ANNUAL REPORT	View image in PDF format
06/28/2007 -- LC Amendment	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
08/17/2006 -- LC Amendment	View image in PDF format
05/03/2006 -- ANNUAL REPORT	View image in PDF format
04/11/2005 -- Florida Limited Liability	View image in PDF format

2017 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000035212

Entity Name: YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC

Current Principal Place of Business:

3235 NORTH STATE STREET
BUNNELL, FL 32110

Current Mailing Address:

P.O. BOX 849
BUNNELL, FL 32110

FEI Number: 20-2993503

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER
Name PORTLAND, TIMOTHY
Address P O BOX 849
City-State-Zip: BUNNELL FL 32110

Title MANAGER
Name LALONDE, K. ALLAN
Address 3235 NORTH STATE STREET
City-State-Zip: BUNNELL FL 32110

Title MANAGER
Name WELCH, PETER
Address P O BOX
City-State-Zip: BUNNELL FL 32110

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PETER WELCH

AUTHORIZED PERSON

04/07/2017

Electronic Signature of Signing Authorized Person(s) Detail

Date

ITB #17-24, Professional Landscaping Maintenance Service
For the Retention Ponds



Bid Proposal



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING

**CITY OF PORT ORANGE
RETENTION PONDS MAINTENANCE LEVELS
Class "D" Maintenance
ITB # 17-24**

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	barritcher@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	DESCRIPTION	SQUARE FOOTAGE	ACRES	PER MOW	NUMBER OF MOWS PER YEAR	TOTAL ANNUAL MOWING COST	MULCH COST PER APPLICATION	TOTAL ANNUAL COST ALL APPLICATIONS
BASE BID 1-23								
1	Commonwealth Boulevard Retention Pond	30,488	0.7	\$ 30.50	24	\$ 732.00	\$ 215.00	\$ 947.00
2	Frederick Avenue Retention Pond	95,931	2.2	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
3	Westridge Avenue Retention Pond	42,821	0.98	\$ 122.00	24	\$ 2,928.00	\$ 430.00	\$ 3,358.00
4	Farmbrook Road Retention Pond	47,000	1.08	\$ 91.50	24	\$ 2,196.00	\$ 301.00	\$ 2,497.00
5	Nova Road Retention Pond #1	60,040	1.38	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
6	Nova Road Retention Pond #2	90,125	2.07	\$ 122.00	24	\$ 2,928.00	\$ 172.00	\$ 3,100.00
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
9	Nova Road Retention Pond #5	65,075	1.49	\$ 183.00	24	\$ 4,392.00	N/A	\$ 4,392.00
10	Whippoorwill Drive Retention Pond	61,348	1.41	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
11	Devon Street Retention Pond	47,060	1.08	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	\$ 61.00	24	\$ 1,464.00	N/A	\$ 1,464.00
13	Taylor Woods Retention Pond	125,550	2.88	\$ 274.50	24	\$ 6,588.00	N/A	\$ 6,588.00
14	Nixon Lane	26,220	0.60	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
15	Tompkins Drive Retention Pond	40,316	0.93	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
16	Squirrel Nest Lane Retention Pond	20,000	0.46	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
17	Canal View Boulevard Retention Pond	65,574	1.51	\$ 152.50	24	\$ 3,660.00	N/A	\$ 3,660.00
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	\$ 244.00	24	\$ 5,856.00	N/A	\$ 5,856.00
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
20	Causeway Retention Pond (west end)	4,784	0.11	\$ -	24	\$ -	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24	\$ 305.00	24	\$ 7,320.00	N/A	\$ 7,320.00
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
23	Public Utilities Easement	15,210	0.35	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
TOTAL BASE BID ITEMS 1-23								\$ 68,634.00
24	Baywood Retention Pond	16,000	0.37	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.43	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
26	Viking Drive Retention Pond	11,400	0.26	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
27	Stillwood Court Retention Pond (2 Ponds)	22,660	0.52	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
28	Ana Maria Retention Pond and Ditch	13,800	0.32	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
29	Miles Drive Retention Pond	56,750	1.30	\$ 91.50	24	\$ 2,196.00	N/A	\$ 2,196.00
30	5096 Orange Blvd. Retention Pond	18,260	0.42	\$ 30.50	24	\$ 732.00	N/A	\$ 732.00
RETENTION PONDS ALTERNATE BID No. 1 ITEMS 24-30								\$ 6,588.00

ATTACHMENT 2 BID ALTERNATE No.2 PROPOSAL SCHEDULE OF UNIT PRICING



**CITY OF PORT ORANGE
PALM TREE TRIMMING**

ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
 Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
 Fill in pricing in highlighted green cells, preferably electronically.
 Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Yellowstone Landscape
CONTACT PERSON:	Barry Critcher
EMAIL ADDRESS:	bcritcher@yellowstonelandscape.com
AUTHORIZED SIGNATURE:	

ITEM #	SITE DESCRIPTION	TYPES OF PALMS	NUMBER OF PALMS	NUMBER OF PRUNING TIMES PER YEAR	TOTAL ANNUAL COST
FACILITIES					
1	City Hall Complex (City Center)	Cabbage Palms	50	1	\$ 1,220.00
2	Gymnasium Site	Sable Palm	17	1	\$ 432.00
3	Amphitheater/Lakeside Community Center Site	Sable Palm	15	1	\$ 381.00
4	City Center Dr. & Old Police Department Site	Washingtonia	3	1	\$ 79.00
5	City Center Dr. & Old Police Department Site	Madjool Palms	2	2	\$ 122.00
6	City Center Sports Complex	Sable Palm	100	1	\$ 2,540.00
7	Public Works Facility Site	Cabbage Palms	23	1	\$ 584.00
8	Adult Activity Center Site	Sable Palm	8	1	\$ 203.00
9	Fire Station #71 Site	Cabbage Palms	3	1	\$ 76.00
10	Fire Station #71 Site	Washingtonia	5	1	\$ 132.00
11	Fire Station #72 Site	Cabbage Palms	11	1	\$ 280.00
12	Fire Station #75 Site	Cabbage Palms	24	1	\$ 610.00
13	Police Department Site	Madjool Palms	1	2	\$ 61.00
14	Causeway Park	Sable Palm	351	2	\$ 17,840.00
15	Riverside Park/Chamber of Commerce	Sable Palm	41	1	\$ 1,042.00
16	Spruce Creek Recreational Facility	Sable Palm	67	1	\$ 1,703.00
17	Airport Road Park	Washingtonia	19	1	\$ 502.00
Facilities Total Trees			740		
Right Of Way					
22	Causeway and High Rise Bridge (Center Medians)	Cabbage Palms	41	1	\$ 1,042.00
23	Causeway and High Rise Bridge (Southwest ROW)	Cabbage Palms	62	1	\$ 1,576.00
24	Causeway and High Rise Bridge (Northwest ROW)	Cabbage Palms	102	1	\$ 2,592.00
25	Causeway and High Rise Bridge (Northwest ROW)	Washingtonia	13	1	\$ 344.00
26	Causeway and High Rise Bridge (Northwest ROW)	Madjool Palms	3	2	\$ 183.00
27	Ridgewood Avenue Medians	Cabbage Palms	19	1	\$ 483.00
28	Ridgewood Avenue Medians	Madjool Palms	7	2	\$ 427.00
29	Dunlawton Avenue Medians	Washingtonia	86	1	\$ 2,273.00
30	Dunlawton Avenue Medians	Madjool Palms	3	2	\$ 183.00
31	Nova Road Medians	Cabbage Palms	18	1	\$ 457.00
32	Nova Road Medians	Madjool Palms	24	2	\$ 1,464.00
33	Hockney Court	Cabbage Palms	12	1	\$ 305.00
34	Hockney Court	Madjool Palms	2	2	\$ 122.00
35	Town West Boulevard Medians	Washingtonia	131	1	\$ 3,462.00
36	Coraci Boulevard Medians	Washingtonia	45	1	\$ 1,189.00
37	McGinnis Avenue Medians	Washingtonia	81	1	\$ 2,141.00
38	Tree Garden Drive Median	Cabbage Palms	9	1	\$ 229.00
39	Tree Garden Drive Median	Madjool Palms	9	2	\$ 549.00
40	Wiltshire Boulevard Medians	Cabbage Palms	23	1	\$ 584.00
41	Coral Way Medians	Cabbage Palms	12	1	\$ 305.00
42	Willow Run Blvd	Washingtonia	2	1	\$ 53.00
Right Of Way Total Trees			704		
ALTERNATE #2 TOTAL BID					\$ 47,770.00

ITB #17-24, Professional Landscaping Maintenance Service
For the Retention Ponds



Bid Bond

BID BOND

BID BOND

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that Yellowstone Landscape-Southeast, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 3235 North State Street, Bunnell, FL 32110, Tel.: 386-437-6211, (hereinafter called "PRINCIPAL"), and Aspen American Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 175 Capital Blvd., Rocky Hill, CT 06067, Tel.: 484-359-7280 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of the Amount Bid ----- dollars and (-----)/100 (\$-----5%-----), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated May 18, 20 17, for:

Project Name / Bid No.: Professional Landscaping Maintenance Service for the Retention Ponds, ITB #17-24

Project Address:

Legal Description: See Attached

Description of Work: Professional Landscape Maintenance Services for the Retention Ponds

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 12th day of May, A.D. 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Yellowstone Landscape-Southeast, LLC

Signature: Peter Welch
Corporate Officer & Title: VICE PRESIDENT

ATTEST:

Signature: [Signature]
Corporate Secretary (Affix Corporate Seal)

WITNESSES:

ATTEST:

Signature: [Signature]
Corporate Secretary (Affix Corporate Seal)

SURETY: Aspen American Insurance Company

Attorney-in-Fact (Signature): [Signature]
Name & Title: Tyler DeBord, Attorney-In-Fact
Name of Local Resident Agent: Tyler DeBord/Brown & Brown of Florida, Inc.
City, State, Zip: Daytona Beach, FL 32114
Telephone: 386-239-5703
A.M. Best No.: 014149 NAIC No.: 43460

STATE OF Florida
COUNTY OF Volusia

Before me this day personally appeared Tyler DeBord (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Aspen American Insurance Company (corporate surety) and that this person has been authorized by Aspen American Insurance Company (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant: [Signature] Tyler DeBord

Sworn to / Affirmed and subscribed before me this 12th day of May, 2017, by Tyler DeBord, who is personally known to me or who produced as identification.



ASHLEY TYREE
Notary Public, State of Florida
My Comm. Expires June 23, 2019
Commission No. FF 243705

Signature: [Signature]
NOTARY PUBLIC - STATE OF
Type or print name: Ashley Tyree
Commission No.: FF 243705
Commission Expires: June 23, 2019
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **James Mercier**, Senior Vice President, **Mathew Raino**, Vice President, **Scott Mandeville**, Vice President and **Ryan Field**, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16th day of October, 2013

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 16th day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation and that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2016

CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 12 day of MAY, 2017

By: *[Signature]*

Name: Ryan Field, Assistant Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

ITB #17-24, Professional Landscaping Maintenance Service
For the Retention Ponds



Certificate of Insurance



YLGH0-1

OP ID: LE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 King Pickett	386-252-9601	CONTACT NAME: TRACY MILLER	
		PHONE (A/C, No, Ext): 386-252-9601	FAX (A/C, No): 386-239-5729
		E-MAIL ADDRESS: TMILLER@BBDAYTONA.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Westfield Ins Co	24112
		INSURER B: Argonaut Insurance Company	19801
		INSURER C: LLoyd's of London	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
YELLOWSTONE LANDSCAPE, INC
3235 N STATE STREET
PO BOX 849
BUNNELL, FL 32110

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR			CMM5060952	04/30/2017	04/30/2018	EACH OCCURRENCE \$ 1,000,000
A	☒ CONTRACTUAL LIAB			CMM5060952	04/30/2017	04/30/2018	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			CMM5060952	04/30/2017	04/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☒ HIRED AUTOS ONLY	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
		☒ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
							\$
A	☒ UMBRELLA LIAB	☒ OCCUR		CMM5060952	04/30/2017	04/30/2018	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$	NONE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC928258337574	04/30/2017	04/30/2018	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED/RENTED			CMM5060952	04/30/2017	04/30/2018	EACH ITEM 250,000
C	POLLUTION LIABN			W10B9B170801	04/30/2017	04/30/2018	EACH OCC 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATION

CERTIFICATE HOLDER

CANCELLATION

YLGH001	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
YELLOWSTONE LANDSCAPE, INC 3325 N STATE ST PO BOX 849 BUNNELL, FL 32110	AUTHORIZED REPRESENTATIVE

NOTEPAD

INSURED'S NAME YELLOWSTONE LANDSCAPE, INC

YLGHO-1
OP ID: LE

PAGE 2
Date 05/04/2017

COMPLETE LISTING OF NAMED INSUREDS:

-YELLOWSTONE HOLDINGS, LLC
-YELLOWSTONE INTERMEDIATE HOLDINGS, INC
-YLG HOLDINGS, INC
-YELLOWSTONE LANDSCAPE, INC
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba YELLOWSTONE LANDSCAPE dba AUSTIN
OUTDOOR
-ALSW, LLC
-YELLOWSTONE LANDSCAPE-CENTRAL, INC dba YELLOWSTONE LANDSCAPE dba BIO
LANDSCAPE dba BIO LANDSCAPE & MAINTENANCE
-TEXAS SERVICES, LLC
-BLSW, LLC
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba ACKMAN BROS. LANDSCAPING
-YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC dba PERIMETER LANDSCAPE MANAGEMENT
-AUSTIN OUTDOOR, LLC
-BIO LANDSCAPE & MAINTENANCE, INC. DBA YELLOWSTONE LANDSCAPE; YELLOWSTONE
LANDSCAPE GR INC
-YELLOWSTONE LANDSCAPE GROUP, INC.



BID/RFP/RFSQ/ITN Request Form

(# will be assigned by Purchasing Division)

Section 1: Bid/RFP/RFSQ Name, Amount, Scope, Type

Project name:	Professional Landscaping Maintenance Service – Retention Ponds
General scope of project:	The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidental necessary to provide and perform grounds maintenance services as described and requested in these specifications.
Type of project:	☒ Bid ☐ RFP ☐ RFSQ Design/Professional Services (engineering, architect, surveying, landscape) ☐ ITN ☐ Capital ☒ Non-Capital

Section 2: Bid/RFP/RFSQ Information

Requested by:	Michael Silvey, Assistant Director Public Works	
Department:	Public Works	
Special Legal Ad:	☒ Y or ☐ N *Per 180.24FS, see below <i>Section 11: Solicitation FAQ</i>	
Estimated amount:	Retention Pond/\$77,000.00. Palm Tree Pruning/\$24,810.00	
Bid Bond:	☒ Y or ☐ N	
Grant funded:	☐ Y or ☒ N (If yes, list date & requirements)	Deadline Date:
	Type / Special Requirements:	
Fund Account:	412-1800-	
Project#:	N/A	
City Project Manager:	Engineering Inspector, Public Works	
Contract Administrator:	Director of Public Works	
Project Inspector:	Engineering Inspector, Public Works	
Blueprint provided by:	N/A	
Engineer of Record:	N/A	

Section 3: List of Evaluation Committee Members RFP/RFSQ/ITN (Minimum 3)

Committee Member 1:	
Committee Member 2:	
Committee Member 3:	
Committee Member 4:	
Committee Member 5:	

Section 4: Suggested Bid/RFP/RFSQ Dates

All dates are subject to scheduling and availability

Release date priority:	☒ High ☐ Medium ☐ Low	Suggested Date: 02/17/2017
Pre-Bid date:	3/3/2017	Site Visit: ☐ Y or ☒ N Mandatory: ☒ Y or ☐ N
Due date/opening:	3/10/2017	
Committee dates:	N/A	
Delivery/Completion:	N/A	
Award/DF to Council:	3/21/2017	Note: funding source must be listed on DF

Section 5: Responsible for Creating Details/Specifications/Scope of Work

☐ Project Manager ☐ Project Engineer/Architect ☒ Other Contract Administrator ☒ Assistance from Purchasing*

* Purchasing distributes and advertises all Bids/RFP's and reviews specification. If the Project Manager, Engineer or Architect prepares the specifications, ensure Purchasing receives a **WORD** copy and approves the draft.

Section 6: Contract Type

**** Discuss with City Attorney prior to bidding the project to ensure the contract is in the bid document ****

Contract Type: ☒ Standard services ☐ EJCDC (Engineers Joint Contract Document Committee) ☐ AIA (American Institute of Architects)
(Supplies/Services) (Site/Structures & Design Build) (Building construction)

Contract Term:	Two (2) Year (Initial Term)		
Renewal Options:	Two (2) one-year periods		
(Days) Substantial Completion		(Days) Final Completion	

P&P Bond: ☒ Y or ☐ N *Payment and Performance Bonds are required for construction projects on public property

* If the project engineer is responsible for contract administration and project inspection services, ensure the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.

Section 7: Suggested Bidder's List (include email address)

Bidder:	Yellowstone Landscape Southeast, LLC. Stershic, Steve <sstershic@yellowstonelandscape.com>
Bidder:	
Bidder:	

Section 8: Director's Approval

☐ Approved ☐ Rejected Date: _____ X _____

Section 9: Finance Review

☐ Approved ☐ Rejected Date: _____ X _____

Comments: _____

Section 10: Legal Review

☐ Approved ☐ Rejected Date: _____ X _____

Comments: _____

Section 11: City Manager Review

☐ Approved ☐ Rejected Date: _____ X _____

Section 12: Solicitation FAQ

- **Who fills out the Bid Request Form?**

Sections 1-6 are to be completed by the Project Manager/Director.

- **When to use this form**

When purchases exceed \$25,000 and does not fall under the exclusions listed in City Code Sec 2-267. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

- **How early should I plan for a Bid/RFP/RFSQ/ITN?**

Departments should allow for at least 90 days from *receipt of bid specifications to opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

- **Advertising:** Florida Statutes mandate that Capital Projects with a projected cost of under \$200,000 shall be publicly advertised for a minimum of ten (10) days; over \$200,000 Twenty-one (21) days and over \$500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads or postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

- **Distribution/Release:** The City is currently using Demand Star www.demandstar.com for releasing bid documents/addenda on the internet and the Daytona Beach News Journal to release the legal advertisement.
- **Specifications:** Document specifications should be sent to the Purchasing Coordinator in one (1) MS WORD file format.
- **One envelope Bid process:** One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelope from all timely bidders will be opened and read aloud the same day.
- **CCNA:** The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.
- **Design-Build:** The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:
If planning or study activity for professional services exceeds \$35K:
If basic construction costs estimated by the agency exceeds \$325K:
- **Grants:** Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.
- **Bid Bonds; Performance & Materials Bonds:** When Bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount. Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds are advertised in the Invitation to Bid which appears in the newspaper.
- **Public Entity Crimes Form:** Every acquisition with Federal funds equal to or greater than \$10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.
- **Drug Free Tie Bid Form:** The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It takes precedence in tie bids.

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

**PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE
FOR THE RETENTION PONDS
ITB #17-24**



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent
Release Date: April 20, 2017

Bid Due Date and Time: May 18, 2017 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #17-24 PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS

Notice is hereby given that the City of Port Orange is soliciting bids for **PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on May 18, 2017** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Mandatory Pre-Bid Conference for the project at **10:00 A.M.** (local time) **on May 4, 2017** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. All Bidders must attend the Mandatory Pre-Bid Conference. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of the submitted bid. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission.

DESCRIPTION: *The City of Port Orange is soliciting sealed proposals for Professional Landscaping Maintenance Service for the retention ponds. The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Manager, David Battaglia, dbattaglia@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB #17-24 PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS" in the subject line. Last day for questions will be **May 11, 2017 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject all Bids, to waive all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #17-24 PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS"**.

David Battaglia, Purchasing Agent
Legal Ad - One Time – **April 20, 2017**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #17-24 _____
BID TITLE:	PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS _____
DUE DATE/TIME:	May 18, 2017 _____
SUBMITTED BY:	_____ (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Battaglia Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of professional landscaping maintenance service for the retention ponds. The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution:April 20, 2017
Mandatory Pre-Bid Conference May 4, 2017 at 10:00 A.M.
Deadline for Questions: May 11, 2017 by 5:00 P.M.
Final Addendum Posting: May 15, 2017 by 5:00 P.M.
Bids Due: May 18, 2017 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award to Be Determined

Bids must be delivered in a sealed envelope/package and delivered to the City of Port Orange City Clerk's Office, Attn: David Battaglia, Purchasing Agent, Finance Department, 1000 City Center Circle, Port Orange, Florida 32129 no later than date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City Cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences, and meetings (including opening of proposals) regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids, if it is in the best interest of the City.

MANDATORY PRE-BID CONFERENCE:

There will be a Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida

32129. All prospective Vendors must attend. All attendees to the Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend the entire Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "Questions on ITB #17-24 PROFESSIONAL LANDSCAPING MAINTENANCE SERVICE FOR THE RETENTION PONDS" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia
Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dbattaglia@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com.

The failure of Vendors to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the Bid.

The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as a cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS:

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

PRICING SHEETS:

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

DEBARMENT HISTORY:

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF WORK

PROJECT DESCRIPTION:

The City of Port Orange is soliciting sealed proposals Professional Landscaping Maintenance Service for the retention ponds.

SCOPE OF WORK:

Professional Landscaping Maintenance Service **Retention Ponds**

STATEMENT OF RESPONSIBILITIES: The contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures, and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. The contractor awarded the bid shall be responsible for all maintenance required in each respective retention pond area. It is highly recommended that any contractor submitting a bid personally visit each site prior to submitting a bid. Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.

Class “D” Maintenance Level

A total of twenty-four (24) visit shall be provided annually. All twenty-four (24) shall be scheduled at the rate of two (2) visits per month.

The contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscaping areas, and shorelines. This includes, but is not limited to, paper, bottles, cans, palm fronds, and tree limbs from all sites covered in this bid document. The contractor is responsible for disposal of trash and debris in accordance with all federal, state, local laws, rules, and regulations.

All turfgrass areas shall be mowed as specified in this document. No more that one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise directed by the City. The minimum turfgrass mowing height shall be as follows: St. Augustine – 2.5 inches Argentine Bahia – 3 inches

Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The contractor shall leave surrounding areas in a clean condition free of accumulated debris including but not limited to grass clippings after each mowing. Materials removed from grounds shall be disposed of off-site by the contractor in a lawful manner.

EDGING OF TURFGRASS: Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to, roadways, driveways, curbs, parking areas, walkways, fences, plant beds, and tree wells so that no grass, ground covers or weeds are left extending beyond or over the surfaces being edged. This includes edging between adjoining beds of dissimilar ground cover types.

STRING TRIMMING OF TURFGRASS: Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts, decorative light poles or other City property, other non-mechanical means must be performed.

BLOWING OF DEBRIS AND TURFGRASS CLIPPINGS: Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turfgrass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clippings and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

ADJUSTING AND REMOVING TREE STAKE KITS: Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

PRUNING OR ORNAMENTAL SHRUBS AND GROUNDCOVERS: Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

CREPE MYRTLE TREES: Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible for removing all crisscrossed, dead, or broken branches and the Contractor shall remove all sucker growth that occurs between the root-ball and the bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

WEEDING OF LANDSCAPE PLANTING BEDS: Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turfgrasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalks areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

REMOVING DEAD PLANT MATERIAL: Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The Contractor will be responsible for notifying the City to determine if a replacement is necessary.

IRRIGATION SYSTEMS: Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

EROSION: If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

The following are additional requirements of this maintenance contract:

EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times. Equipment shall have the name of the Contractor, business telephone

number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

EQUIPMENT STORAGE: The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and/or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

FREEZE DAMAGE: Any freeze-damaged plant material shall have the dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

REPLACEMENT OF PLANT MATERIALS: The City will be responsible for replacing all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for a plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes, and specifications.

TRAFFIC REGULATION: The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, the contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause

not within the control of the City and/or the Contractor.

CONTRACT PERFORMANCE: It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from the site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT): During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

Contract Time and Renewal and CPI Rate Adjustment: Contract will be for two (2) years from the date of acceptance. The contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1st of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

SUPERVISION: The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. The City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSON: The Contractor shall provide the name and telephone number of a contact person in case of an emergency. The Contractor shall provide the name and telephone number of a representative to meet periodically with the City. The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

ALTERNATE BID # 2 - PALM TREE PRUNING

PALM TREES: Contractor shall be responsible for pruning all palm trees at the sites as listed in Bid Alternate No. 2 Spreadsheet.

SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on www.demandstar.com.

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or by contacting the City of Port Orange, Purchasing Manager at purchdiv@port-orange.org.

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

Upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the

aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.

- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a

summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

42. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

43. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

44. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com.

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect

to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

51. **INSURANCE**

Please submit a copy of your insurance certificate with your Response. Upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

53. **INSURANCE REQUIREMENTS**

Please submit a copy of your insurance certificate with your proposal. Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. Upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Limits: Standards	Comments
Workers' Compensation	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
<u>Additional Coverage:</u>	All States (Broad Form) Voluntary Compensation	

Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered.

Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

58. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit with the RFP two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(b) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

- (1) Port Orange business shall be granted up to eight percent (8%) of the available points.
- (2) Volusia County business shall be granted up to five percent (5%) of the available points.
- (3) Florida business shall be granted up to three percent (3%) of the available points.
- (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

(c) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to

the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

Volusia County Business means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

Florida Business means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

63. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

66. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

68. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

69. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is mandatory and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, in both words and numerals, in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address

in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

73. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

77. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency

shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

82. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest grade workmanship unless otherwise specified in this bid by the City.

83. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or

settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are

presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

The City will utilize Demand Star for distribution of Formal Solicitations at: www.demandstar.com.

95. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

96. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

100. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

103. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

109. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated.

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

112. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM / COMPLETION TIME:

The term of the contract shall be two years (2) with two (2) one year renewal options from the notice to proceed.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have a minimum of five (5) years' prior successful experience working with the goods and services described in this ITB.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement.
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement.
- _____ Form 7.4 – Drug Free/Tie Preference Statement.
- _____ Form 7.5 – Public Entity Crimes Statement.
- _____ Form 7.6 – Affidavit of Anti-Collusion.
- _____ Form 7.7 – Authorized Signatures/Negotiators.
- _____ Form 7.8– Statement of Vendor’s Qualifications.
- _____ Form 7.9 – Professional References for Previous Landscaping Experience.
- _____ Form 7.10 – Listing of Subcontractors.
- _____ Form 7.11 – Vendor Application.
- _____ W-9 Form.
- _____ Form 7.12 – Local Business Affidavit of Eligibility.
- _____ Form 7.13 – Certificate as to Corporate Principal.
- _____ Attachment 1 – Bid Proposal with copy of equipment maintenance records.
- _____ Bid Bond
- _____ Copy of Insurance.
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: _____

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements, or replies that are equal with respect to price, quality, and service are received by the city for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED VENDOR THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE VENDORS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE VENDORS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.8 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H.⁽¹⁾ Have you ever failed to complete any work awarded to you? If so, where and why?
- H.⁽²⁾ Provide list of any lawsuits or judgments filed by or against your company in the last three years, indicating the nature and outcome.
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

(Form 7.8 Statement of Vendor's Qualifications – Page 2)

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal

FORM 7.10 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.11 – VENDOR APPLICATION



City of Port Orange Vendor Application

City of Port Orange

Date: _____

Attn: Purchasing Division
(386) 506-5704
purchdiv@port-orange.org
1000 City Center Circle
Port Orange, FL 32129

FIRM NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

If remittance payment address is different than application or W9 please fill out below:

ADDRESS: _____

TEL. # (including area code): _____ FAX # _____

SIGNATURE PERSON FILING APPLICATION: _____

PRINTED NAME: _____

TITLE: _____

FEDERAL I.D. (F.E.I.N.) # _____

E-MAIL ADDRESS: _____

(Authorized Company Representative)

COMPANY STATUS:

INCOPRORATED: ☐ Y ☐ N State Incorporated: _____ Year: _____

TYPE OF ORGANIZATION: ☐ Indiv. ☐ Partnership ☐ Corp. ☐ Non-Profit ☐ LLC

ATTORNEY TRUST ACCOUNT NAME: _____

INSURANCE: Proof of adequate coverage for professional general liability, errors and omissions and workers' compensation may be required for certain types of procurements.

☐ Check this box to waive insurance requirements **only** if you are providing goods for F.O.B destination with no installation services.

*** NOTE TO VENDORS***

The City of Port Orange, Florida does not maintain a prospective vendor's list, classified by commodities for the purpose of inviting sealed bids and quotation.

The City utilizes DemandStar www.demandstar.com to release Bids/RFP's and quotes. While the City advertises the Invitation to Bid in the local newspaper (Daytona News Journal) only in rare cases does the City mail out announcement notices to vendors. Vendors interested in becoming a member of DemandStar may visit their web site at: www.demandstar.com or by calling them at 1-800-711-1712.

Vendors will automatically receive notice of request for Bids/RFP's or quotes after they sign up on DemandStar. It is important that vendors sign, complete and return this application. Also include the W-9 and insurance information requirements in order for the City to assign a vendor number on our computer system.

It is also the vendor's responsibility to keep the Purchasing Division informed as to any change of address or insurance that may occur.

If your company is interested in bidding on commodities/services in addition to those specified, on any specific article related to the main category, insert the type of those materials on the blank space provided for each category group. Attorney services are secured by direct telephone quotes or written price inquiries.

Drug Free Workplace: A statement as to whether or not your firm has implemented a drug-free workplace program, as described in Section 287.087 of the Florida Statutes should be noted. Failure to respond in affirmative to this request will not disqualify you from consideration. Preference will be given to firms which have implemented a drug-free workplace program in the case where the City has received two or more bids what are equal with respect to price, quality, and service.

Equal Employment Opportunity (EEO). All vendors will be required to make an affirmative statement as to their support of all applicable equal opportunity affirmative action requirements. A copy of the City's Equal Employment Opportunity statement (EEO) will be available to the vendor upon request.

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as is known, is now disqualified from the public contracting and purchasing process by any agency of the federal government, the State of Florida or the City of Port Orange.

Signature of Person Completing Form: _____

Printed/Types Name: _____ Title: _____

Commodity/Services _____

This document must be completed and returned with your Submittal

W-9 Form

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions
on page 2.

Name (as shown on your income tax return)	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) _____ ☐ Other (see instructions) ¹	
☐ Exempt payee	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				
Employer identification number								
		-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).
4. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

This document must be completed and returned with your Submittal

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax.

Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

[Remainder of this page left intentionally blank]

FORM 7.12 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.12 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS _____ DAY OF _____, 20____

My Commission Expires: _____

SIGNATURE OF AFFIANT

DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

FORM 7.13 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ secretary of the corporation named as Principal in the within Bid Bond; that _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

ATTACHMENT 1 – BID PROPOSAL

Attachment 1 – Bid Proposal is available as a fillable Excel file on DemandStar.com for the Vendor to download, complete electronically, and submit with the Vendor's Bid package.



ATTACHMENT 1 BID PROPOSAL SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE RETENTION PONDS MAINTENANCE LEVELS Class "D" Maintenance ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

CONTACT PERSON:

EMAIL ADDRESS:

AUTHORIZED SIGNATURE:

ITEM #	DESCRIPTION	SQUARE FOOTAGE	ACRES	PER MOW	NUMBER OF MOWS PER YEAR	TOTAL ANNUAL MOWING COST	MULCH COST PER APPLICATION	TOTAL ANNUAL COST ALL APPLICATIONS
BASE BID 1-23								
1	Commonwealth Boulevard Retention Pond	30,488	0.7	\$ -	24	\$ -	\$ -	\$ -
2	Frederick Avenue Retention Pond	95,931	2.2	\$ -	24	\$ -	N/A	\$ -
3	Westridge Avenue Retention Pond	42,821	0.98	\$ -	24	\$ -	\$ -	\$ -
4	Farmbrook Road Retention Pond	47,000	1.08	\$ -	24	\$ -	\$ -	\$ -
5	Nova Road Retention Pond #1	60,040	1.38	\$ -	24	\$ -	\$ -	\$ -
6	Nova Road Retention Pond #2	90,125	2.07	\$ -	24	\$ -	\$ -	\$ -
7	Nova Road Retention Pond #3 (2 Ponds)	125,200	2.87	\$ -	24	\$ -	N/A	\$ -
8	Nova Road Retention Pond #4 (2 Ponds)	61,700	1.42	\$ -	24	\$ -	N/A	\$ -
9	Nova Road Retention Pond #5	65,075	1.49	\$ -	24	\$ -	N/A	\$ -
10	Whippoorwill Drive Retention Pond	61,348	1.41	\$ -	24	\$ -	N/A	\$ -
11	Devon Street Retention Pond	47,060	1.08	\$ -	24	\$ -	N/A	\$ -
12	Tumblebrook Drive Retention Ponds (2 Ponds)	23,258	0.53	\$ -	24	\$ -	N/A	\$ -
13	Taylor Woods Retention Pond	125,550	2.88	\$ -	24	\$ -	N/A	\$ -
14	Nixon Lane	26,220	0.60	\$ -	24	\$ -	N/A	\$ -
15	Tompkins Drive Retention Pond	40,318	0.93	\$ -	24	\$ -	N/A	\$ -
16	Squirrel Nest Lane Retention Pond	20,000	0.46	\$ -	24	\$ -	N/A	\$ -
17	Canal View Boulevard Retention Pond	65,574	1.51	\$ -	24	\$ -	N/A	\$ -
18	Ruth Street Retention Ponds (3 Ponds)	119,520	2.74	\$ -	24	\$ -	N/A	\$ -
19	Causeway Retention Ponds (east end) (2 Ponds)	26,310	0.6	\$ -	24	\$ -	N/A	\$ -
20	Causeway Retention Pond (west end)	4,784	0.11	\$ -	24	\$ -	N/A	\$ -
21	Cambridge Pump Station Retention Pond	228,300	5.24	\$ -	24	\$ -	N/A	\$ -
22	Spruce Creek Estates Swale Areas (2)	58,160	1.33	\$ -	24	\$ -	N/A	\$ -
23	Public Utilities Easement	15,210	0.35	\$ -	24	\$ -	N/A	\$ -
TOTAL BASE BID ITEMS 1-23								\$ -
24	Baywood Retention Pond	16,000	0.367309	\$ -	24	\$ -	N/A	\$ -
25	Acorn Lane & Spruce Creek Road Retention Pond	18,620	0.427456	\$ -	24	\$ -	N/A	\$ -
26	Viking Drive Retention Pond	11,400	0.261708	\$ -	24	\$ -	N/A	\$ -
27	Stillwood Court Retention Pond (2 Ponds)	22,660	0.520202	\$ -	24	\$ -	N/A	\$ -
28	Ana Maria Retention Pond and Ditch	13,800	0.316804	\$ -	24	\$ -	N/A	\$ -
29	Miles Drive Retention Pond	56,750	1.302801	\$ -	24	\$ -	N/A	\$ -
30	5096 Orange Blvd. Retention Pond	18,260	0.419192	\$ -	24	\$ -	N/A	\$ -
RETENTION PONDS ALTERNATE BID No. 1 ITEMS 24-30								\$ -

This document must be completed and returned with your Submittal

ATTACHMENT 2 BID ALTERNATE No.2 PROPOSAL SCHEDULE OF UNIT PRICING



**CITY OF PORT ORANGE
PALM TREE TRIMMING**

ITB # 17-24

Completed Exhibit 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from website: Perform "File Save As" and save spreadsheet to your computer.
Fill in pricing in highlighted green cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ITEM #	SITE DESCRIPTION	TYPES OF PALMS	NUMBER OF PALMS	NUMBER OF PRUNING TIMES PER YEAR	TOTAL ANNUAL COST
FACILITIES					
1	City Hall Complex (City Center)	Cabbage Palms	50	1	\$ -
2	Gymnasium Site	Sable Palm	17	1	\$ -
3	Amphitheater/Lakeside Community Center Site	Sable Palm	15	1	\$ -
4	City Center Dr. & Old Police Department Site	Washingtonia	3	1	\$ -
5	City Center Dr. & Old Police Department Site	Madjool Palms	2	2	\$ -
6	City Center Sports Complex	Sable Palm	100	1	\$ -
7	Public Works Facility Site	Cabbage Palms	23	1	\$ -
8	Adult Activity Center Site	Sable Palm	8	1	\$ -
9	Fire Station #71 Site	Cabbage Palms	3	1	\$ -
10	Fire Station #71 Site	Washingtonia	5	1	\$ -
11	Fire Station #72 Site	Cabbage Palms	11	1	\$ -
12	Fire Station #75 Site	Cabbage Palms	24	1	\$ -
13	Police Department Site	Madjool Palms	1	2	\$ -
14	Causeway Park	Sable Palm	351	2	\$ -
15	Riverside Park/Chamber of Commerce	Sable Palm	41	1	\$ -
16	Spruce Creek Recreational Facility	Sable Palm	67	1	\$ -
17	Alport Road Park	Washingtonia	19	1	\$ -
Facilities Total Trees			740		
Right Of Way					
22	Causeway and High Rise Bridge (Center Medians)	Cabbage Palms	41	1	\$ -
23	Causeway and High Rise Bridge (Southwest ROW)	Cabbage Palms	62	1	\$ -
24	Causeway and High Rise Bridge (Northwest ROW)	Cabbage Palms	102	1	\$ -
25	Causeway and High Rise Bridge (Northwest ROW)	Washingtonia	13	1	\$ -
26	Causeway and High Rise Bridge (Northwest ROW)	Madjool Palms	3	2	\$ -
27	Ridgewood Avenue Medians	Cabbage Palms	19	1	\$ -
28	Ridgewood Avenue Medians	Madjool Palms	7	2	\$ -
29	Dunbar Avenue Medians	Washingtonia	86	1	\$ -
30	Dunbar Avenue Medians	Madjool Palms	3	2	\$ -
31	Nova Road Medians	Cabbage Palms	18	1	\$ -
32	Nova Road Medians	Madjool Palms	24	2	\$ -
33	Hockney Court	Cabbage Palms	12	1	\$ -
34	Hockney Court	Madjool Palms	2	2	\$ -
35	Town West Boulevard Medians	Washingtonia	131	1	\$ -
36	Coral Boulevard Medians	Washingtonia	45	1	\$ -
37	McGinnis Avenue Medians	Washingtonia	81	1	\$ -
38	Tree Garden Drive Median	Cabbage Palms	9	1	\$ -
39	Tree Garden Drive Median	Madjool Palms	9	2	\$ -
40	Wiltshire Boulevard Medians	Cabbage Palms	23	1	\$ -
41	Coral Way Medians	Cabbage Palms	12	1	\$ -
42	Willow Run Blvd	Washingtonia	2	1	\$ -
Right Of Way Total Trees			704		
ALTERNATE #2 TOTAL BID					\$ -

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description: See Attached

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

PERFORMANCE & PAYMENT BOND

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. _____

PRINCIPAL:

Developer or Contractor: _____

Principal Business Address: _____

Contact Person: _____

Phone Number: _____

SURETY:

Address: _____

Contact Person: _____

Phone Number: _____

OWNER:

City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: _____

Phone Number: _____

City Manager
(386) 506-5501

Amount: \$ _____

City Case/Project No. _____

Description of Work: _____

Project Location: _____

Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sa(2015-02-10)]

CERTIFICATE FOR FILING IN PUBLIC RECORDS

PAYMENT AND PERFORMANCE BOND

(Public Works)

In Compliance with Section 255.05(1)(a) Florida Statutes

Bond No. _____

The Principal, _____, a _____ corporation, by and through its undersigned representative, does hereby certify that the attached:

Payment and Performance Bond No. _____,

is a true and correct copy of the fully executed financial guarantee delivered to:

CITY OF PORT ORANGE, FLORIDA

pursuant to Section 255.05, Florida Statutes; as Owner/Holder of the subject property in trust for the public, for the public construction project known as:

_____ located in Port Orange, Volusia County, Florida, and identified by the City of Port Orange as Case No. _____.

All claimants are called upon to take notice of the notice requirements and time limitations prescribed by Sections 255.05(2), (8) and (10), Florida Statutes.

Contractor's Name and Address:

By: _____
Printed Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing Certificate of Filing was acknowledged before me this ____ day of _____, 20____, by _____ of _____, a _____ corporation, the Principal named in the attached Payment and Performance Bond No. _____.

Notary, please check one:

- ☐ Personally known to me
☐ Produced identification

Notary Public, State of _____
Printed Name, Commission & Term Expiration Date:

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:

City Clerk
1000 City Center Circle
Port Orange, Florida 32129-4144

Name of Project

City Project No. _____
Bond No. _____

Space Reserved for Recording Data

**COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION**

per Section 255.05, Florida Statutes
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____
a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein
called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS**
(\$ _____), for payment of which we bind ourselves, our heirs, personal representatives, successors,
and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____
entered into by and between the Principal and the City, for
hereinafter referred to as the "Contract," being made a part of this
bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying
Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work
provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages),
expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or
material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the
Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time
limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected
with the contract or the changes does not affect Surety's obligation under this bond.

(Capital Projects)
[MTR/gls 2014-01-03]

Page 1 of 2
Public Construction Bond

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

(Name of Principal)

(As to Corporate Principal) Secretary

By: _____

Name/Title: _____

(Witness to Principal)

(Corporate Seal)

(Surety)

(Witness to Surety)

By: _____

Name: _____

(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

(Capital Projects)
[MTF/gls 2014-01-03]

Page 2 of 2
Public Construction Bond



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) _____

- (b) The time, manner and place for performance of such services shall be:

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within _____ calendar days from issuance of a Notice to Proceed and final completion _____ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "____," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any work or services or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Notice to Proceed issued and executed by the City. The City reserves the right to contract with other parties for work and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

Liquidated Damages: Contractor shall pay \$_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "___" attached hereto, subject to a limit up to but not to exceed \$_____ for the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms are attached as Exhibit "___" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

Insurance	Standards	Comments
Workers' Compensation <u>Limits:</u> <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile Liability to include all automobiles. <u>Limits:</u> <u>Additional Coverage:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Property Insurance Builders Risk. <u>Limits:</u> <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Professional Liability (Errors & Omissions) <u>Limits:</u>	Coverage - \$1,000,000 minimum	

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. **Sovereign Immunity.** The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. **Warranties.** Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. **Additional Warranties.** Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. **Additional Bond Security.** If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. **Inspection**

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. This Contract includes all additional provisions as may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

FOR INFORMATIONAL PURPOSES

Witnesses: _____

Printed Name: _____

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

(Notary: Please select one)

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Donald O. Bumette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Bumette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

By: _____
Printed Name: _____ Robin L. Ferwick, CMC, City Clerk

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Ferwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (H18) Second Reading - Ordinance No. 2017-22 - Moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange; Case No. 17-25000004

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-22, establishing a moratorium for up to six months on the issuance of permits for wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange.

SUMMARY: With the recent approval by the State Legislature of the Advanced Wireless Infrastructure Deployment Act (HB 687), local governments cannot prohibit the collocation of small wireless facilities on government owned poles and other poles and structures located in the rights-of-way, installation of ground mounted equipment and micro wireless facilities in the rights-of-way, and installation of new poles in the rights-of-way.

The moratorium will allow staff the time to complete an analysis of the City's current regulations, State and Federal laws related to wireless facilities, communication towers, and wireless support structures, and prepare regulations to protect the safety and general welfare of the residents of Port Orange, guidelines for the appearance of replacement and new poles, towers, antennas and ground mounted equipment, and to protect the City's infrastructure within the rights-of-way. If modifications are needed to comply, amendments to the Code of Ordinances will be prepared and brought before Council for review.

According to the wireless carriers, the installation of new wireless infrastructure is needed to expand wireless coverage for mobile users and with the passing of HB 687, it is anticipated that wireless carriers will begin to submit applications to install wireless infrastructure within the public rights-of-way.

Staff has prepared an ordinance imposing a six month moratorium on the issuance of permits for wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange. The proposed moratorium will allow staff to further research the Code of Ordinances regarding installing wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the rights-of-way of the City of Port Orange.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-22	Wireless Communication Facilities and Communication Tower Moratorium 7.18.17.pdf
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Robin Fenwick
Wayne Clark
Robin Fenwick

Created/Initiated - 07/19/2017
Approved - 07/21/2017
Final Approval - 07/24/2017

ORDINANCE NO. 2017-22

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA; ESTABLISHING A
MORATORIUM ON THE ISSUANCE OF PERMITS FOR
CONSTRUCTION OF WIRELESS FACILITIES,
COMMUNICATION TOWERS, WIRELESS SUPPORT
STRUCTURES, AND OTHER COMMUNICATIONS
FACILITIES USED IN SUPPORT OF WIRELESS SERVICES
WITHIN THE RIGHTS-OF-WAY OF THE CITY OF PORT
ORANGE; PROVIDING FOR THE DURATION OF THE
MORATORIUM; PROVIDING FOR INTERPRETATION;
PROVIDING DEFINITIONS; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; PROVIDING FOR CODIFICATION; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange regulates the use of its rights-of-way through its Code of Ordinances; and

WHEREAS, the Code of Ordinances must be reviewed and amended periodically in order to maintain effective regulations; and

WHEREAS, the City Community Development Department and Public Utilities Department believe that review of the City's regulations related to wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services located within City rights-of-way is needed to ensure effectiveness; and

WHEREAS, said review and amendments are necessitated in part due to the newly established Advanced Wireless Infrastructure Deployment Act recently passed by the State Legislature and signed into law by the Governor; and

WHEREAS, the City Council hereby determines that the regulations under review are of such gravity that issuing any permit for construction of wireless facilities,

communication towers, and/or wireless support structures in the City of Port Orange would in all probability undermine the recommendations of the Community Development Department and Public Utilities Department for revisions to the regulations set forth in the Code of Ordinances; and

WHEREAS, to protect, preserve, and effectuate the public safety and welfare, the City Council finds that a moratorium on the receipt of applications for and the issuance of any permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City of Port Orange is necessary for a limited duration and until regulations are codified in the Code of Ordinances to address the concerns referenced above; and

WHEREAS, specific authority for this ordinance includes but is not limited to Article VIII, Section 2, Florida Constitution of 1968; Chapters 163 and 166, Florida Statutes; and Sections 163.3161, 163.3194, 163.3201, and 337.401, Florida Statutes; and

WHEREAS, City Council has determined that a moratorium of six (6) months in duration is the minimum reasonable period of time needed to review this issue and determine what amendments or modifications are needed; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. Purpose and Intent.

The foregoing "WHEREAS" clauses are hereby ratified and affirmed as being true and correct and are incorporated herein by reference.

Section 2. Definitions.

For the purposes of this Ordinance, the words and terms herein shall have the same meanings as respectively ascribed to them in Chapter 2 of the Land Development

Code of the City of Port Orange, and the Advanced Wireless Infrastructure Deployment Act, unless the context requires otherwise.

Section 3. Moratorium Imposed.

a. The Code of Ordinances is hereby amended by placing a moratorium on the issuance of any permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in rights-of way located within the City of Port Orange. For purposes herein, the term, "development order," shall have the same meaning as that set forth in Section 163.3164, Florida Statutes.

b. Applications for issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in rights-of-way located within the City of Port Orange shall be considered pursuant to the following requirements:

- (1) Applications received on or after the effective date of the Advanced Wireless Infrastructure Deployment Act (July 1, 2017) may be received and reviewed. However, no permits shall be issued in violation of the moratorium on the issuance of permits for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of way. Staff is hereby authorized to deny or reject any such applications for permits if a response is required by governing law. If amendments to the Code of Ordinances are adopted by the City Council on or before the expiration of the moratorium that revise the substantive or procedural legal requirements regarding the construction of wireless facilities, communication towers, wireless support structures, and other

communications facilities used in support of wireless services in the City's rights-of-way, any application not approved for issuance of a permit on or after the date of this ordinance, but before the expiration of the moratorium, shall be required to comply with the new substantive or procedural legal requirements.

c. The moratorium imposed by this ordinance shall expire within 6 months of the adoption of this Ordinance by the City Council, or the adoption of an ordinance amending the Code of Ordinances regarding the regulation of the construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of-way, whichever event shall first occur. The moratorium shall be deemed to be in effect over all of the geographic area of the City now existing or which may be hereafter annexed during the pendency of the moratorium which comprises the City's rights-of-way. This ordinance shall be deemed to be pending on applications for construction of wireless facilities, communication towers, wireless support structures, and other communications facilities used in support of wireless services in the City's rights-of-way, within the meaning of the term "pending ordinance" as that term is used in Smith v. City of Clearwater, 403 So.2d 407 (Fla. 1981).

d. During the pendency of this moratorium the City Manager and the Community Development Director shall proceed in good faith to undertake a planning study to determine appropriate amendments to development related ordinances, if any.

e. The Community Development Director shall make interpretations of this ordinance.

f. To fulfill the City's obligations to continue uninterrupted provision of public works, fire safety, law enforcement, emergency management, emergency medical services, and municipal water, wastewater, gas, and electric utility operation, it is clarified that this moratorium will not apply to the construction, installation, maintenance and replacement of facilities within the public rights-of-way that are strictly for governmental purposes.

Section 4. Conflicting Ordinances.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 6. Codification.

It is the intention of the City Council for the City of Port Orange, and it is hereby provided that the provisions of this ordinance shall become and be made a part of the Code of Ordinances; that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; and that the word "ordinance" may be changed to "section", "article" or other appropriate designation.

[REMAINDER OF PAGE LEFT BLANK]

Section 7. Effective Date.

This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (H19) Second Reading - Ordinance No. 2017-23 - Adding subsection (g) to Section 2-262 of the Code - providing authority to follow federal and state guidelines for purchasing goods or services with federal or state grants.

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-23 - Adding Section 2-262(g) providing city staff with the authority to follow 2 C.F.R 200 guidelines in purchasing goods or services in certain circumstances; and providing the City Manager the authority to amend the purchasing manual to reflect the adopted changes herein.

SUMMARY: The City purchases goods and services every year for which the organization intends to apply for reimbursement from the Federal Government. These instances include federal grants (i.e., Community Development Block Grants) and public assistance from the Federal Emergency Management Agency (FEMA) after declared disasters, among others.

In order to obtain reimbursement from the Federal Government, purchases of goods and services must comply with the Code of Federal Regulations 2 (C.F.R.) 200 guidelines or our own purchasing guidelines (whichever is more stringent). There are some instances in which the City of Port Orange purchasing ordinances and procedures conflict with the federal guidelines and staff recommends following the 2 C.F.R. 200 guidelines in these cases. Failure to follow 2 C.F.R. 200 guidelines could jeopardize grant and emergency funding from the federal government.

The proposed addition to our purchasing guidelines is below:

2-262(g) If any situation where compliance with city's purchasing policy or code will place the City in conflict with state or federal law or the terms of any grant, the City shall comply with such Federal or state law, grant requirements, or authorized regulations which are mandatorily applicable and which are either not reflected in this Code or are contrary to provisions of this Code.

Some example of conflicts between our purchasing code of ordinance and/ or procedures that conflict with 2 C.F.R. 200 are as follows.

1. Use of geographical preferences
2. Outreach to Disadvantage and Minority vendors
3. Prohibition of Piggybacking for certain contracts, and
4. Inclusion of Federally mandated contract provisions

Neither this proposed change, nor 2 C.F.R. 200 provides the City Manager authority to bypass purchasing thresholds that would trigger approval by the City Council based on the City's current purchasing ordinance.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-23	Ord. No. 2017-23 MJ 7.5.17.pdf
2.	2 CFR 200 Checklist Guidelines	2cfr200 checklist.pdf

Robin Fenwick

Created/Initiated - 07/17/2017

ORDINANCE NO 2017-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-262 OF THE CODE OF ORDINANCES REGARDING PURCHASE AND SALES PROCEDURES TO ENSURE CONSISTENCY WITH STATE AND FEDERAL PROCUREMENT LAWS AS WELL AS THE TERMS AND CONDITIONS OF GRANTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in order to obtain reimbursement from the Federal Government, purchases of goods and services must comply with the Code of Federal Regulations 2 (C.F.R.) 200 guidelines; and

WHEREAS, in order to obtain grant funding from the State, the City is prohibited from applying a local purchasing preference; and

WHEREAS, there are some instances in which the City purchasing policies conflict with the federal or state guidelines; and

WHEREAS, failure to follow federal or state guidelines could jeopardize grant and emergency funding from the federal or state government; and

WHEREAS, the City Council deems it necessary to follow federal and state law requirements for funding procurements with federal or state grants; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida hereby amends Chapter 2, Article VI, Division 2, Section 2-262 of the Code of Ordinances to read as follows:

Chapter 2 – ADMINISTRATION

ARTICLE VI. – FINANCE

DIVISION 2. – PURCHASE AND SALE PROCEDURE

Sec. 2-262. – Purchase and sales procedures.

- (a) All supplies, equipment and contractual services, except as otherwise provided herein, when the estimated purchase price thereof shall exceed \$25,000.00, shall be purchased from the bidder determined by the city council to be the lowest and best responsible bidder pursuant to the formal bidding procedure.
- (b) No contract or purchase shall be subdivided to avoid the requirements of this article. Separate purchases from the same vendor by different departments for different purposes shall not be considered subdivided purchases. Such purchases will be reported to the city council on a quarterly basis or as soon as practicable, and will follow the bidding guidelines outlined in the City of Port Orange Purchasing Manual Policies and Procedures, to ensure cost efficiency and maximize competition.
- (c) Purchases up to and including \$2,500.00 are purchased on the open market if the quoted price appears fair and reasonable. Items with a purchase price of more than \$2,500.00 but less than or equal to \$5,000.00 shall be made using two verbal quotations. Items with a purchase price of more than \$5,000.00 but less than or equal to \$25,000.00 shall be made with three quotations confirmed in writing.
- (d) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value exceeds \$25,000.00, shall be made to the highest responsible bidder pursuant to the formal bidding procedure of this article. Acceptance or rejection of bids for such sales shall be made by the city council. The city council may, by appropriate resolution, authorize the city manager or other city official to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the successful bidder. In the absence of such authorization by resolution, the mayor and city clerk may execute such instruments.
- (e) All sales of personal property (except trade-in personal property) which has become obsolete or unusable or the sale of which is otherwise determined to be in the best interest of the city, when the estimated value is \$25,000.00 or less, may be sold upon the written approval of the city manager. Notice of such sale shall be posted in city hall and, insofar as is practicable and reasonable, written and sealed bids should be solicited. Notwithstanding the foregoing, such property may be sold by negotiated sale, auction or other procedure approved by the city manager. Formal advertising or compliance with the formal bidding procedure shall not be required. The city manager, or such person as he shall designate in writing, is authorized to execute any and all title transfers, bills of sale or other documents necessary to convey and transfer such property to the purchaser thereof.

- (f) Junk/non-real property. The city manager may declare that any non-real property that is determined by the city manager to have reached the end of its useful life and/or may expose the city to potential liability from its continued use or sale and/or whose disposition cost exceeds its value is junk. Non-real property declared by the city manager to be junk shall be disposed of without receipt of consideration (or, if necessary, at a cost to the city) and shall be rendered useless and not be donated.
- (g) In the event of a conflict between any provision in this Code or the city's purchasing policy, and federal or state law, or the terms of any grant; the federal or state law, and terms of the grant shall control.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney

Checklist for Reviewing Procurements Under Grants by Non-Federal Entities (States, local and tribal governments, Institutions of Higher Education, Hospitals, and private non-profit organizations) – 2 CFR pt. 200

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of [2 C.F.R. § 200.317 – 326](#), which is the source of these requirements. FEMA's in – depth guidance on these provisions can be found in its *Supplement to the Public Assistance Field Manual*. In addition, the user may review FEMA's Field Manual, [Public Assistance Grantee and Subgrantee Procurement Requirements](#), which is available on the internet by searching for "FEMA Procurement Field Manual." While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 ([44 C.F.R. § 13.36\(a\)-\(i\) – States, Local and Tribal Governments](#); and [2 C.F.R. § 215.40-48 – Institutions of Higher Education, Hospitals, and other Non-Profit Organizations](#)), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).¹ As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated

¹ This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.²

Instructions: Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not applicable”. **Red font** is used to indicate the response which, if checked, indicates that the contract does not comply with federal requirements.

The term “non-Federal entity” (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

1. Does the procurement comply with the State’s own procurement laws, rules, and procedures? §200.317 ☐ **Yes** ☐ **No**
2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. ☐ **Yes** ☐ **No** ☐ **N/A – work does not involve the use of materials (e.g., debris removal or other services)**
3. **Does the contract include the following clauses?**³
 - a. *If the contract amount exceeds \$150,000*⁴, does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties? ☐ **Yes** ☐ **No**
☐ **N/A**
 - b. *If the contract amount exceeds \$10,000*, does it address **termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement**? ☐ **Yes** ☐ **No** ☐ **N/A**
 - c. *If the contract is for construction*, does it include the required **Equal Employment Opportunity clause**?⁵ ☐ **Yes** ☐ **No** ☐ **N/A**
 - d. *For construction contracts exceeding \$2,000 awarded under a Federal grant*, does the contract include a **Davis-Bacon Act clause** and **Copeland “Anti-Kickback” Act clause**⁶ addressing prevailing wage rates? [Note that Public

² 2 C.F.R. §200.110 provides prospective applicants with the option of exercising a “grace period,” which allows the prospective applicant to continue to use the old procurement standards at 13.36 or 215 for an additional two (2) fiscal years beginning on the first fiscal year after 26 December 2014. The fiscal year is based upon the prospective applicant’s own fiscal year. In order to utilize this exception, the prospective applicant is required to affirmatively elect its use through the documentation of this decision in its contract records.

³ See [Appendix II of 2 CFR part 200](#). See also, PDAT Field Manual, section IV.H for a detailed discussion of these clauses. Sample clauses and templates can be found in the [Required Contract Clauses 2 CFR 200.326 and 2 CFR Part 200 Appendix II](#).

⁴ \$150,000 is the current dollar threshold for the simplified acquisition threshold, as authorized by 41 U.S.C. § 1908.

⁵ The EEO clause can be found at [41 C.F.R. § 60-1.4\(b\)](#).

⁶ The clause may read as follows:

Compliance with the Copeland “Anti-Kickback” Act

- Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.] ☐ Yes ☐ No ☐ N/A
- e. *If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers*, does the contract include a **Contract Work Hours and Safety Standards clause**?⁷ ☐ Yes ☐ No ☐ N/A
- f. Rights to Inventions Made Under a Contract or Agreement.⁸ ☐ N/A
- g. *If the contract or subgrant amount exceeds \$150,000*, does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act**?⁹ ☐ Yes ☐ No ☐ N/A
- h. *Does the contract include a **Suspension and Debarment clause***?¹⁰ ☐ Yes ☐ No¹¹
- i. *Does the contract include an **Anti-Lobbying clause***?¹² ☐ Yes ☐ No

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

⁷ Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

⁸ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

⁹ The clause may read as follows:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

¹⁰ See, PDAT Manual, pps. 99-100 for sample text.

¹¹ A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, **CANNOT** be awarded a contract funded with Federal assistance.

¹² See PDAT Manual, pgs. 127-129. The clause may read substantially as follows:

- i. For contracts exceeding \$100,000, have bidders submitted an Anti-Lobbying Certification? ☐ Yes ☒ No ☐ N/A
- j. *Does the contract include a clause requiring the contractor to maximize use of recovered/recycled materials?* ☐ Yes ☐ No ☐ N/A – work does not involve the use of materials (e.g., debris removal or other services)

If a State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.



4. General requirements¹³

- a. *Does the procurement comply with the NFE's*¹⁴ *own procurement laws, rules, and procedures?* §200.318(a) ☐ Yes ☒ No
- b. *Does the NFE maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders?* §200.318(b) ☐ Yes ☒ No
- c. *Does the NFE have - §200.318(c)(1):*
 - i. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts? ☐ Yes ☒ No
 - ii. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest?¹⁵ ☒ Yes ☐ No

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

¹³ [See, 2 C.F.R. § 200.318](#)

¹⁴ Non-Federal Entity (NFE)

¹⁵ Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

- iii. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?¹⁶ ☒ Yes ☐ No
- iv. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. ☐ Yes ☒ No
- d. *If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe*, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest? § 200.318(c)(2)¹⁷ ☐ Yes ☒ No ☐ N/A
- e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE *considered* consolidating or breaking out procurements to obtain a more economical purchase? Where appropriate, has the NFE considered lease versus purchase alternatives? § 200.318(d) ☐ Yes ☒ No
- f. *Is the contract being awarded to a responsible contractor* possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources? § 200.318(h) ☐ Yes ☒ No
- g. *Is the NFE keeping records sufficient to detail the history of the procurement*, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price? § 200.318(i) ☐ Yes ☒ No
- h. *Is the contract a time-and-materials contract?*¹⁸ § 200.318(j) ☐ Yes ☐ No

¹⁶ However, NFEs may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

¹⁷ Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

¹⁸ Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, a time-and-materials contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. **[Note that FEMA previously reimbursed costs under a time-and-materials contract for only the first 70 hours of work performed. See, FEMA PA Guide (2007 ed.), pg. 53. However, FEMA's new Public Assistance Guide, published on 1 January 2016, has eliminated this requirement and replaced it with a reasonable period of time standard. Please engage your FEMA Public Assistance POC for additional information]**

- i. If so, has the NFE documented why no other contract is suitable?
☐ Yes ☐ No
- ii. Does the contract include a ceiling price that the contractor exceeds at its own risk? ☐ Yes ☐ No
- i. *Is the NFE alone* responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements? §200.318(k) ☐ Yes ☐ No
- j. *Encouraged*, but not required standards at § 200.318(e), (f), and (g).¹⁹

5. **Competition:**

- a. All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. *Does the procurement involve any of the following*²⁰ § 200.319(a):
 - i. Placing unreasonable requirements on firms in order for them to qualify to do business? ☐ Yes ☐ No
 - ii. Requiring unnecessary experience and excessive bonding? ☐ Yes ☐ No
 - iii. Noncompetitive pricing practices between firms or between affiliated companies?²¹ ☐ Yes ☐ No
 - iv. Noncompetitive contracts to consultants that are on retainer contracts?²² ☐ Yes ☐ No
 - v. Organizational conflicts of interest?²³ ☐ Yes ☐ No

¹⁹ §200.318(e) – to foster greater economy and efficiency, the NFE is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services (this section provides the authority for state schedule and mutual aid agreements, for example); §200.318(f) – NFEs are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and §200.318(g) – NFEs are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

²⁰ This list is non-exclusive and only serves as an example of some of the types of situations that are considered to be restrictive of competition.

²¹ For example, bid suppression or bid rigging.

²² For example, out-of-scope disaster work added to the consultant's work on retainer.

²³ See, fn 18.

- vi. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement? ☐ Yes ☐ No
- vii. Any arbitrary action in the procurement process? ☐ Yes ☐ No
- b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) ☐ Yes ☐ No ☐ N/A
- c. *Does the contract include* a state or local geographic preference for local contractors?²⁴ § 200.319(b) ☐ Yes ☐ No
- d. Do the NFE’s written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)
 - i. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) ☐ Yes ☐ No
 - ii. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2) ☐ Yes ☐ No
- e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) ☐ N/A
 - i. Is the list current? ☐ Yes ☐ No
 - ii. Does the list include enough qualified sources to ensure maximum open and free competition? ☐ Yes ☐ No
 - iii. Were any potential bidders precluded from qualifying during the solicitation period?²⁵ ☐ Yes ☐ No

6. **Method of Procurement**

²⁴ Geographic preferences are generally not allowed under FEMA grants. The only exception is that when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

²⁵ Pre-qualified lists are **NOT** contracts. Accordingly, once the decision to solicit and award a contract is made, the NFE may issue the solicitation directly to the contractors on the pre-qualified list, but must also allow any interested contractor (not on the pre-qualified list) to submit its qualifications, and if deemed qualified, allow that contractor to submit a bid or proposal in response to the solicitation. Contract award will then be made to one of the contractors submitting a bid or proposal, IAW the evaluation/award criteria identified in the solicitation.

a. Is the NFE using one of the following acceptable methods of procurement?
§ 200.320

i. **Micro-purchase** (i.e., purchases below \$3,500, see, §200.67 Micro-purchases). § 200.320(a) ☐ **Yes** ☐ **No**

1. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]

2. To the extent practicable, is the NFE distributing micro-purchases equitably among qualified suppliers? ☐ **Yes** ☐ **No**
☐ **N/A – not practicable**

ii. **Small purchase procedures** § 200.320(b) ☐ **Yes** ☐ **No**

1. [Note: Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the **lesser** of either (1) the federal small purchase threshold (i.e., \$150,000), or (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold*.]

2. Did the NFE obtain price or rate quotations from an adequate number of qualified sources?²⁶ ☐ **Yes** ☐ **No**

iii. **Sealed bids** § 200.320(c)²⁷ ☐ **Yes** ☐ **No**

1. [Note: Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]

2. Are *all* of the following conditions to use sealed bidding present?
§ 200.320(c)(1) ☐ **Yes** ☐ **No**

a. A complete, adequate, and realistic specification or purchase description is available ☐ **Yes** ☐ **No**

²⁶ FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is considered to be three (3). See, [FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions \(FAQ\)](#), FAC No. 3 and the PDAT Field Manual.

²⁷ Sealed bidding is generally used where price is the most important evaluation factor for the NFE. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting *the lowest priced, responsive and responsible bid*. “Responsive” refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while “Responsibility” is described at § 200.318(h).

- b. Two or more responsible bidders are willing and able to compete effectively for the business ☐ **Yes** ☐ **No**
 - c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price ☐ **Yes** ☐ **No**
3. *If sealed bids are used*, the following requirements apply: § 200.320(c)(2)
- a. Did the NFE solicit bids from an adequate number²⁸ of known suppliers, providing them sufficient response time prior to the date set for opening the bids? ☐ **Yes** ☐ **No**
 - b. If the NFE is a local or tribal government, was the invitation for bids publically advertised? ☐ **Yes** ☐ **No** ☐ **N/A**
 - c. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond? ☐ **Yes** ☐ **No**
 - d. Did the NFE open all bids at the time and place prescribed in the invitation for bids? ☐ **Yes** ☐ **No**
 - e. For local and tribal governments, were the bids opened publicly? ☐ **Yes** ☐ **No** ☐ **N/A**
 - f. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? ☐ **Yes** ☐ **No**
 - g. If any bids were rejected, was there a sound documented reason supporting the rejection? ☐ **Yes** ☐ **No** ☐ **N/A**
- iv. **Procurement by competitive proposals**²⁹ § 200.320(d) ☐ **Yes** ☐ **No**
- 1. [Note: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is

²⁸ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of known sources under the sealed bidding method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.” (See fn. 27)

²⁹ Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, NFEs under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the NFE (e.g. “best value” contracting).

awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]

2. Did the NFE publicize the Requests For Proposals (RFPs) and identify all evaluation factors and their relative importance? ☐ Yes ☒ No
3. Did the NFE solicit proposals from an adequate number of qualified sources?³⁰ ☐ Yes ☒ No
4. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? ☐ Yes ☒ No
5. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered? ☐ Yes ☒ No
6. [Note regarding architectural/engineering (A/E) professional services: The NFE may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.]**

v. **Noncompetitive proposals** § 200.320(f)³¹ ☐ Yes ☐ No

1. [Note: Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]
2. Do one or more of the following circumstances apply? ☐ Yes ☒ No
 - a. The item is available only from a single source ☐ Yes ☒ No

³⁰ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of qualified sources under the competitive procurement method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.”

³¹ § 200.320(e) is reserved.

- b. The public exigency or emergency³² for the requirement will not permit a delay resulting from competitive solicitation ☐ **Yes** ☐ **No**
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity ☐ **Yes** ☐ **No**
- d. After solicitation of a number of sources, competition is determined inadequate.³³ ☐ **Yes** ☐ **No**

7. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

- a. Has the NFE taken the following affirmative steps³⁴ to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible?³⁵ § 200.321 ☐ **Yes** ☐ **No** ☐ **N/A (document)**
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? ☐ **Yes** ☐ **No** ☐ **N/A (document)**
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? ☐ **Yes** ☐ **No** ☐ **N/A – no potential sources (document)**
 - iii. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises?³⁶ ☐ **Yes** ☐ **No** ☐ **N/A – not economically feasible (document)**

³² For an explanation of what “emergency” and exigency” mean, see PDAT Field Manual, pg. 68.

³³ Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publicize the solicitation in order to resolve the competitive concerns.

³⁴ The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

³⁵ Collectively referred to as “socioeconomic contractors” or “socioeconomic contracting,” this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

³⁶ This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. “project splitting.”)

- iv. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and women's business enterprises? ☐ Yes ☐ No ☐ N/A – the requirement does not permit (document)
- v. Using the services and assistance, *as appropriate*, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ☐ Yes ☐ No ☐ N/A – not appropriate (document)
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? ☐ Yes ☐ No ☐ N/A – no subcontracts will be let (document)

8. **Contract cost and price**³⁷

- a. If the contract amount (including contract modifications) exceeds \$150,000, did the NFE perform a cost or price analysis? § 200.323(a) ☐ Yes ☐ No ☐ N/A
- b. Did the NFE negotiate profit as a separate element of the price for each contract in *which there is no price competition and in all cases where cost analysis is performed*? § 200.323(b) ☐ Yes ☐ No ☐ N/A
- c. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?³⁸ [Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement]
☐ Yes ☐ No

9. **Bonding requirements for construction or facility improvement contracts exceeding \$150,000**

- a. [Note: For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e, \$150,000), the Federal awarding agency or pass-through entity may accept the bonding policy and

³⁷ See, [Pricing Guide for Recipients and Subrecipients Under the Uniform Rules](#) for guidance on cost or price analysis.

³⁸ This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor's entitlement is uncertain at the time of contracting; and (4) the contractor's entitlement increases commensurately with increased performance costs.

requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.]

- b. If such a determination (see above) has not been made, does the procurement include the following? ☐ **Yes** ☐ **No** ☐ **N/A**
- i. A bid guarantee from each bidder equivalent to five percent of the bid price? ☐ **Yes** ☐ **No** ☐ **N/A**
1. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- ii. A performance bond on the part of the contractor for 100 percent of the contract price? ☐ **Yes** ☐ **No** ☐ **N/A**
1. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- iii. A payment bond on the part of the contractor for 100 percent of the contract price. ☐ **Yes** ☐ **No** ☐ **N/A**
1. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF CHECKLIST³⁹

³⁹ All FEMA PDAT Reference Materials can be found at the following website: www.fema.gov/procurement-disaster-assistance-team



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (H20) Second Reading - Ordinance No. 2017-24 - Maintenance, testing and inspection of backflow prevention devices

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-24.

SUMMARY: This ordinance amendment is needed for consistency with the City's current practice and the recently adopted utility fee resolution.

The following changes have been proposed:

Requiring a licensed plumber to perform backflow prevention device testing;

Updating statutory references;

Identifying the acceptable providers of certification for testers; and

Authorizing the City to test, repair and replace backflow prevention devices for single-family residences and requiring a monthly fee for said service.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-24	Backflow Testing Ord 7.24.17.pdf
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Robin Fenwick
Robin Fenwick

Created/Initiated - 07/19/2017
Final Approval - 07/24/2017

ORDINANCE NO. 2017-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 74, ARTICLE VIII, SECTION 74-249, ESTABLISHING REGULATIONS FOR MAINTENANCE, TESTING AND INSPECTION OF BACKFLOW PREVENTION DEVICES; UPDATING STATUTORY REFERENCES; IDENTIFYING WHICH CERTIFICATES AND TRAINING PROGRAMS ARE RECOGNIZED FOR CERTIFICATION OF BACKFLOW DEVICE TESTERS; AUTHORIZING A MONTHLY FEE FOR INSPECTION AND MAINTENANCE OF SINGLE-FAMILY RESIDENTIAL BACKFLOW DEVICES; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council is dedicated to ensuring the quality and safety of the potable water provided to all of its utilities customers; and

WHEREAS, backflow into the City's water system can pollute or contaminate the water in that system making the water therein unusable or unsafe to drink; and

WHEREAS, a backflow prevention device is a mechanism that prevents backflow, and must be inspected periodically to ensure it functions properly; and

WHEREAS, City Council has determined that the City or its contractor should conduct single-family residential backflow prevention device testing and maintenance and recoup the costs by imposing a monthly charge; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council hereby amends Chapter 74, Article VIII, Section 74-249 of the Code of Ordinances, City of Port Orange, Florida to read as follows:

Article VIII. – CROSS CONNECTION CONTROL

Sec. 74-249. – Maintenance, testing and inspection of backflow prevention devices.

- (a) Each property owner and customer required to have a backflow prevention device shall be responsible for having the device inspected and tested annually by a certified backflow prevention device tester, with the customer and owner jointly and severally responsible for paying the cost of inspection and testing of all backflow prevention devices installed on the property. Backflow prevention devices on domestic or irrigation water lines may only be inspected by a licensed plumbing contractor or a certified backflow inspector working under the direct supervision of a licensed plumbing contractor, except for inspections conducted on behalf of the city by certified backflow inspectors employed by the city. Backflow prevention devices on fire protection systems may only be inspected and tested by a certified fire protection contractor I, II or IV, pursuant to F.S. § 633.216 ~~633.521~~.
- (b) Any such backflow device tester shall have attended and successfully completed one or more of the following certification programs: the Training, Research and Education for Environmental Occupations (TREEO) certification program for backflow prevention device testers, at the University of Florida, the American Water Works Association Certification program, Florida Water and Pollution Control Operators Association Backflow Tester Certification, or the Division of the State Fire Marshal Bureau of Standards and Training Certified Fire Service Backflow Testing Program, or other appropriate and equivalent programs as determined by the city manager or his designee, and shall keep current and keep on file with the public utilities department a copy of such certificate.
- (c) Each owner and customer shall be jointly and severally responsible for the inspection and maintenance of their own backflow prevention device(s), shall file each year with the city manager or his designee a statement or test certification from a certified tester that each device has been inspected and that it is working properly, except as otherwise provided in subsection (d) below. Such statement shall be filed no later than one year from the date of filing the previous statement. In the event the property owner and customer fail to comply with this section, the public utilities director shall be authorized to take remedial action pursuant to section 74-245, including, but not limited to, immediate disconnection of the

premises from the city water system until such time as the required statement or test certification is provided. If a statement or test certification is not received from the owner or the customer on or before the required date, a notice will be sent to the owner and the customer by the city allowing a reasonable time for the inspection and test certification of the device to be completed. If no inspection or service documentation has been received by the city from the owner or the customer after the time set for such inspection and testing, the city shall be authorized to take remedial action pursuant to section 74-245, including, but not limited to, immediate disconnection of service to the premises from the city water system until such time as an inspection or test certification is properly filed.

- (d) For single-family residential structures, the city or its contractor shall test those required backflow prevention devices which are located within a utility easement or public right-of-way on an annual basis in accordance with the City's Cross Connection Control Manual, and shall repair or replace those backflow prevention devices, as needed. The City shall retain all test certifications for each device in accordance with the appropriate retention schedule for public records. A monthly charge, as established by resolution of city council, shall be imposed on each customer with a single-family residence so served to cover the costs of inspection, repair and replacement of the required backflow prevention device.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

[REMAINDER OF PAGE LEFT BLANK]

SECTION 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of , 2017

Passed and adopted on second and final reading on the day of , 2017.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (I21) First Reading - Ordinance No. 2017-25 - Amending Section 74-33
Regarding Utility Deposits

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2017-25.

SUMMARY: Property owners with account histories that are at least 36 months in duration and show no charges for late payments or shut-offs will no longer be required to pay a water deposit to establish a new service. For those property owners with qualifying account histories, as discussed above, who have already paid a water deposit, their deposit may be credited to their utility account.

This policy will reward property owners who consistently pay their bills on-time. The City will still be able to lien the property if the utility customer becomes delinquent at some later date. If the account is processed for a shut-off, the property owner would then need to pay the water deposit to resume service.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-25	Ord. 2017-25 Utility Deposits.pdf
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Tracey Riehm
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 07/27/2017
Approved - 07/27/2017
Approved - 07/27/2017
Approved - 07/27/2017
Final Approval - 07/27/2017

ORDINANCE NO. 2017-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 74, SECTION 74-33, OF THE CODE OF ORDINANCES REGARDING DEPOSITS FOR WATER SERVICE, PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council desires to encourage utility customers to pay their utility bills on-time and maintain current accounts with the City; and

WHEREAS, utility customers who own the real property associated with the utility account and have maintained a clean account history with the City are less likely to miss utility payments, incur utility liens, or require interruption of service; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council hereby amends Chapter 74, Section 74-33, Article II of the Code of Ordinances, City of Port Orange, Florida to read as follows:

Sec. 74-33. - Charges for water service.

- (a) The city will provide water service within the limits of the existing water system upon application and payment of the applicable development fee, connection charge and meter deposit and any other charges in accordance with this article and established city policies subject to jurisdictional agency constraints and the availability based on sufficient quantity and capacity of the system.

- (b) A monthly minimum charge (availability charge) shall be assessed when it is determined by the city manager or his designee that water is available but not yet connected.
- (c) The monthly water charge shall not be suspended during vacation periods or such periods of time that a property is vacated and the minimum charge (availability charge) shall be levied in the amount as provided and established by resolution of the city council.
- (d) A deposit for water service connection shall be required for each new meter installation or reconnection or turn-on for new properties or where the property has changed hands irrespective as to whether the property is owned by the occupant or not. Such deposit shall remain with the city as security against nonpayment of the monthly bill as long as the premises are connected to the city water system and an active water meter is onsite. Should a transfer of property ownership or rental occur, the water deposit may be refunded at the customer's request. However, upon a request for future continuation of service by the new customer, owner, or renter, they shall be required to post their own water deposit and applicable reconnection fees as specified in the current city fee resolution.
- (e) A connection charge shall be levied for each connection made to the water system either inside the city limits, or outside the city limits.
- (f) A monthly service charge shall be levied for each fire sprinkler system (fire line) connected separately to the city water system.
- (g) Connection charges, meter deposits, service charges and any other fees and charges required by this article shall be established by resolution of the city council.
- (h) Monthly charges for water service shall be set by resolution of the city council and the method of billing shall be pursuant to section 2-240 of the Code.
- (i) All monthly charges shall be reviewed annually in conjunction with the preparation of the annual operating budget. Rates will be adjusted as determined necessary by the city council to ensure adequate revenue to meet all bond requirements and to satisfy good accounting and business practices. Adjusted rates shall become effective as provided by resolution adopted by the city council.
- (j) No deposit for water service connection shall be required for those property owners seeking to establish a new water service who have maintained a current utility account history with the city and have not been charged late fees or processed for shut-off in the previous 36 months.
- (k) A property owner who has maintained a current utility account history with the city and has not been charged late fees or processed for shut-off in the previous 36 months, shall be eligible to apply the amount paid for the water deposit required by this section as a credit to the property owner's utility account.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the ____ day of _____ 2017

Passed and adopted on second and final reading on the ____ day of _____, 2017.

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 08/01/2017

Consent item: No

SUBJECT: (I22) First Reading - Ordinance No. 2017-26 - Revising Sections 2-240, 2-240.5, and 74-31 Related to Utility Billing and Collections

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2017-26.

SUMMARY: Ordinance No. 2017-26 revises Section 2-240, 2-240.5, and 74-31 to allow for the use of collection agencies to collect past due accounts and revise billing due dates and penalties.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ordinance No. 2017-26	Ord. No. 2017-26 Section 2-240 2-240.5 and 74-30.pdf
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Tracey Riehm
Tracey Riehm
Margaret Roberts
Jake Johansson
Robin Fenwick

Created/Initiated - 07/27/2017
Approved - 07/27/2017
Approved - 07/27/2017
Approved - 07/27/2017
Final Approval - 07/27/2017

ORDINANCE NO. 2017-26

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING SECTIONS 2-
240, 2-240.5 AND 74-31 OF THE CODE OF ORDINANCES
RELATED TO UTILITY BILLING, ADJUSTMENTS AND
DELINQUENT ACCOUNTS; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need for an efficient and uniform operation regarding billing for utilities provided by the City of Port Orange; and

WHEREAS, a uniform utility billing procedure will help City Staff implement and enforce the Code while making it easier for citizens to comprehend and abide by the Code; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. Chapter 2, Article VI, Division I, Section 2-240 of the Code of Ordinances, City of Port Orange, Florida, is hereby amended, in part, to read as follows:

Sec. 2-240. – Utility billing, delinquent accounts, liens and adjustments.

- (a) Except as otherwise provided in this Code, bills for city services shall be rendered monthly and shall be due ~~when rendered~~ within 20 days of the bill date. A \$10.00 penalty shall be assessed on all bills paid later than ~~30~~ 10 days after the due date.

- (b) If the fees, rates or charges for city services billed to the owner of property served by such city services are not paid as and when due and remain unpaid for ~~40~~20 days or more after the due date, any unpaid balance thereof, together with interest at the rate of one percent per month on the entire past due balance, shall be a lien on any lands or premises affected or served thereby. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person, except the lien of state, county and municipal taxes, and shall be on a parity with the lien of such state, county and municipal taxes. If any such fee, rate or charge is not paid as and when due and is in default for 25 days or more, the unpaid balance thereof and all interest accrued thereon, together with a collection fee, as established by resolution, may be referred to a collection agency. If any such fee, rate or charge is not paid as and when due and is in default for ~~40~~ 20 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for foreclosure of mortgages on real property.
- (c) The lien against property owners billed annually on the non-ad valorem assessment bill shall be enforced for failure to pay, through the same manner as a levy and ad valorem tax sale. In the event of such action, the city or its agents shall be entitled to recover all court costs and reasonable attorney fees for such collection.
- (d) In the case that a tenant in possession of any premises or buildings shall pay such charges, it shall relieve the land owner from such obligation and lien; but the city shall not be required to look to any person whatsoever other than the owner for the payment of such charges. No changes of ownership or occupation shall affect the application of this article, and the failure of any owner to learn that he or she purchased acquired property against which a lien for utility fees exists shall in no way affect his or her responsibility for such payment.
- (e) In addition to any other remedies or penalties provided by this or any other ordinance of the city, failure of any user of city utilities within the city to pay such charges promptly when due shall subject such user to discontinuance of utility services where the charges have accrued, without notice to the occupants of such premises, and the service shall not be reconnected until all charges are paid the amount owed is paid in full to the city ~~in~~ by cash, money order, ~~certified or cashier's check or credit card.~~
- (f) *Utility billing adjustment credits.* Adjustment credits may be issued by the city pursuant to this subsection. Such credits shall be reviewed and approved by the finance director or his or her designee.
- (1) – (4) *[Remain Unchanged]*

SECTION 2. Code of Ordinances, City of Port Orange, Florida Chapter 2, Article VI, Division I, Section 2-240.5 is hereby amended, in part, to read as follows:

Sec. 2-240.5 - Miscellaneous billing and delinquent accounts.

- (a) Except as otherwise provided in this Code, bills for city services, other than utilities, shall be rendered at the time the service is provided and shall be due ~~when rendered~~ within 20 days of the bill date. A \$10.00 penalty shall be assessed on all bills paid later than ~~30~~ 10 days after the due date.
- (b) If the fees, rates or charges for city services billed to the customer served by such city services are not paid as and when due and remain unpaid for ~~40~~ 20 days or more after the due date, any unpaid balance thereof, together with interest at the rate of one percent per month on the entire past due balance, ~~from the due date~~, shall be assessed and due to the city. Such unpaid balance shall constitute a lien, if applicable under state law. If any such fee, rate or charge is not paid as and when due and is in default for 25 days or more, the unpaid balance thereof and all interest accrued thereon, together with a collection fee, as established by resolution, may be referred to a collection agency. If any such fee, rate or charge is not paid as and when due and is in default for ~~40~~ 20 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered by civil action and such liens may be foreclosed by the city in the manner provided by the laws of the state for foreclosure of mortgages on real property.
- (c) In addition to any other remedies or penalties provided by this or any other ordinance of the city, failure of any customer within the city to pay such service charges promptly when due shall subject such customer to discontinuance of further city services without notice. No further services shall be provided to the customer until all charges are paid to the city in cash, money order, ~~certified or cashier's check~~ or credit card.

SECTION 3. Code of Ordinances, City of Port Orange, Florida Chapter 74, Article II, Section 74-31 is hereby amended, in part, to read as follows:

Sec. 74-31. - Connections to water distribution system required.

- (a) Connection to the water distribution system of the city by a property owner, where such is available within the municipal boundaries of the city, shall be mandatory for each lot or parcel of land except unimproved property. Connections to existing improved properties shall not be mandatory when the nearest water distribution line is more than 100 feet from the closest point of the subject property. No person shall be required to cross the private property of another to make connection to the water distribution system unless there exists an appropriate easement or right-of-way. At the time connection is mandatory such owner shall become liable for payment of all applicable development fees, connections charges and/or other fees, charges and deposits including all related costs to connect which shall include the cost to construct a water line extension of 100 feet or less.
- (b) If the water distribution system is expanded or extended to an area where such service was previously unavailable, the owners of property in such area shall be required to connect thereto, as provided in subsection (a), within one year of the date the service becomes available and pay all applicable development fees, connection charges and/or other fees, charges and deposits as may be established by ordinance or resolution of the city council.
- (c) If the fees, rates or charges for the services and facilities of the water distribution system including, but not limited to, development fees, connection charges and/or other fees, charges and deposits, are not paid as and when due, any unpaid balance thereof together with interest shall be a lien on any lands or premises affected or served thereby and may be recovered in accordance with section 2-240. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. ~~If any such fee, rate or charge shall not be paid as and when due and shall be in default for 30 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for the foreclosure of mortgages on real property.~~

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This ordinance shall become effective on September 1, 2017.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Matthew J. Jones, Deputy City Attorney