



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 6, 2018

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. Invocation - Reverend Susan McCaffrey of Grace Episcopal Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. February 20, 2018 - Regular City Council Meeting
 - b. February 27, 2018 - City Council Workshop
7. Bid Awards and Contract Items
 - a. Ratification of an emergency purchase order to Tomoka Construction for a Gravity Sewer Main Repair on Peach Blossom Blvd & Tarleton Lane
 - b. Ratification of an emergency purchase order to Shenandoah Construction for the repair of two (2) drainage pipes at 5808 Villas Lane and 1233 Thomas Drive
8. Revised Rules of Procedure
9. Quitclaim Deed to property owner of Jimmy Hula site in exchange for 40 foot easement
10. FY19 Budget Calendar

C. CITIZEN PARTICIPATION (Agenda)

11. Silver Sands Middle School Students - Lighting at Skatepark (5 minutes)

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

E. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

13. Report from KemperSports on the Cypress Head Golf

G. PUBLIC HEARING

14. Second Reading - Ordinance No. 2018-3 - Fire Pension Amendment for the Share Plan

H. REGULAR AGENDA

15. Agreement Modification Discussion - Port Orange Community Trust (Family Days)

I. COMMENTS

16. City Attorney Comments

17. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

18. City Council Committee Reports

a. First Step Shelter

b. River to Sea TPO

c. General Employees' Pension Plan

K. 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 1-800-955-8771.

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.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
FEBRUARY 20, 2018

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 Bob Ford Vice Mayor Scott Stiltner 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

There were no comments.

5. Agenda Approval

No changes were requested by Council.

6. Approval of Minutes
 - a. February 6, 2018 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of Amendment No. 1 to Addendum No. 9 of the Mead Hunt contract for site and subdivision inspection services
 - b. Approval of Extension of Contract Addendum No. 3 with KemperSports Management Company
 - c. Intent to award ITB 18-08 to B&H Door Group, LLC dba Overhead Door Company of Daytona for Replacement of Firehouse Overhead Doors
 - d. Intent to award ITB 18-09 to Odyssey Manufacturing Company for Water Reclamation Facility Chemical Tanks Removal and Replacement
8. Resolution No. 18-1 - Budget Appropriation
9. Dedication of right-of-way along the south side of Madeline Avenue, adjacent to 3500 Nova Road

10. Major Special Event Request - All Aboard Storage Go Make a Difference 5K Run/Walk located at the Clark Office Building, 5111 S Ridgewood Avenue.
11. Major Special Event Request - Bike Week 2018, The Last Resort Bar
12. Major Special Event Request - Bike Week 2018, The First Turn Steakhouse & Lounge
13. Major Special Event Request - Bike Week 2018, Hold Fast Tattoo
14. Request for Historic Tree Removal at 238 N Brighton Drive
15. Request for Historic Tree Removal at 351 Hearthstone Terrace
16. Request for Historic Tree Removal at 805 Banbury Drive

Motion to approve the Consent Agenda as presented was made by Councilman Tramont, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Rick Fraiser, American Red Cross, thanked Council for the City's Proclamation and invited the public to donate during the month of March as it is National Red Cross day and March 28th is National Giving Day.

Katie Tripp, resident of Harbor Oaks, updated Council on the community events happening in Harbor Oaks. She thanked Council and Staff for their work in the area. Mr. Johansson said Ms. Tripp is introducing great things to the shoreline along the Halifax River. He thanked her for her work. Councilman Ford said the shoreline is improving and is excited about the work being done. He also thanked her for her work.

Mark Dickinson, resident, discussed his concerns regarding traffic on Herbert Street. He asked if the sign of "No Trucks Over 1 Ton" can be moved to the entrance of Herbert Street rather than its current location where it's too late.

Sarah Jones, resident, expressed her concerns regarding the Oak trees along City Center Blvd. She believes they should be saved. She suggested root pruning of the trees instead.

Lynn McCarthy, 4Ever Fitness, asked Council for a fee waiver for fees incurred by Public Works and Police Staff and traffic equipment. Their event was approved by Council on February 6, 2018 with no fee waiver request. Mr. Johansson advised that the 5k will close Herbert Street. Mayor Burnette's concern is he doesn't know what fees are being requested for waiver. He asked her to include it in the original request next time.

COUNCIL COMMENTS

17. Comments/Concerns from Council Members

Vice Mayor Stiltner read Lisa Ferrier-Daly's obituary. He is having discussions with residents regarding school safety. He wants to have a discussion soon with Council about their role in keeping students and staff safe. He asked for the cost of putting City police officers in the schools, as well as the cost of a risk assessment and ensure the active shooter protocol is up to date.

Councilman Ford is interested in keeping the momentum of Riverwalk. He wants to ensure ECHO grants are being reviewed. Councilman Ford agreed with Sarah Jones' comments regarding the Oak trees. Mr. Johansson said the trees' roots are going to be pruned. Staff is not looking to cut them down at this time. The sidewalk area will be replaced with flexible sidewalks.

Councilman Tramont urged Council to renew their support for Spruce Creek Rising. Mr. Johansson will invite Bob Lloyd to talk to the Environmental Advisory Board.

Mayor Burnette is concerned with the lack of availability of EVAC during emergencies in Port Orange. He also reminded citizens to take the Citizens' Survey.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

18. Citizen Advisory Committee for TPO

Bobby Ball, CAC member, provided Council with an update from the latest TPO meeting.

19. Environmental Advisory Board Report

John Macaluso, Chairman, provided Council with an update of the recent meeting.

REGULAR AGENDA

20. First Reading - Ordinance No. 2018-3 - Fire Pension Amendment for the Share Plan

Mayor Burnette read Ordinance No. 2018-3.

ORDINANCE NO. 2018-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54, ARTICLE IV, CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA, ENTITLED FIRE AND RESCUE PENSION FUND; AMENDING SECTION 54-81,

CONTRIBUTIONS; AMENDING SECTION 54-106, SHARE PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-3 on first reading was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by roll call vote after no public comments.

21. Resolution No. 18-3 - Requesting a Referendum for a half cent sales tax from Volusia County

Mayor Burnette read Resolution No. 18-3.

RESOLUTION NO. 18-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, REQUESTING AND SUPPORTING THE COUNTY COUNCIL OF VOLUSIA COUNTY PLACING A BALLOT QUESTION ON THE 2018 ELECTION BALLOT FOR A ONE-HALF CENT INFRASTRUCTURE SALES TAX TO BE LEVIED FOR TWENTY YEARS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 18-3 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner.

Mayor Burnette believes a vote of the people is needed. It is too big of an issue not to let citizens vote. Councilman Ford thinks too many taxes are being discussed at the same time. He is concerned with the way it sounds but supports the vote going to the citizens.

Phil Madson, Owner of Anytime Fitness, is concerned with the cost to business owners who rent and pay sales tax on the rent.

Motion carried unanimously by roll call vote.

22. Resolution No. 18-4 - Electronic Filing of Campaign Reports

Mayor Burnette read Resolution No. 18-4.

RESOLUTION NO. 18-4

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY,

FLORIDA; REQUIRING ELECTRONIC FILING OF CAMPAIGN FINANCE REPORTS OF LOCAL CANDIDATES; AUTHORIZING THE CITY CLERK TO ENTER INTO AN AGREEMENT WITH THE VOLUSIA COUNTY SUPERVISOR OF ELECTIONS REGARDING THE ELECTRONIC FILING SYSTEM; ESTABLISHING ALTERNATIVE PROCEDURES FOR FILING CAMPAIGN FILING REPORTS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 18-4 was made by Councilman Bastian, and Seconded by Vice Mayor Stiltner. Motion carried unanimously by roll call vote.

23. Approval of Lease Agreement for Cypress Head Restaurant

Susan Lovallo, Parks & Recreation Director, advised of the bid received and the terms of the agreement.

Kevin Hannah, Owner of Hannah's and Flagsticks, introduced himself and is excited to open a great restaurant.

Motion to approve the Lease Agreement with Flagsticks at Cypress Head Restaurant was made by Councilman Bastian, and Seconded by Councilman For. Motion carried unanimously by roll call vote.

COMMENTS

24. City Attorney Comments

There were no further comments.

25. City Manager Comments

- a. City Manager Report on the Professional Services Contract with Stantec Consulting Services, Inc. for the Stormwater Methodology Evaluation

Mr. Johansson advised the Public Utilities Department is moving forward with the Stormwater methodology report.

COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

- a. ArtHaus - Councilman Ford reported on the upcoming events and recent exhibits.
- b. Port Orange/South Daytona Chamber of Commerce - Councilman Ford attended the recent after-hours event and said it was well attended.
- c. Roundtable of Elected Officials - Mayor Burnette said the main discussion was regarding the 1/2 cent sales tax resolution. There is no meeting in March.
- d. First Step Shelter - Councilman Tramont reported on the recent meeting. The City is not required to have a safe zone within the City because the City is participating in the First Step Shelter.

Councilman Bastian reported on the recent meeting of the Police Pension Board. Funding is at 71% vs. 43% in 2005.

ADJOURNMENT – 8:16 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FL
FEBRUARY 27, 2018

THE CITY COUNCIL WORKSHOP MEETING of the City of Port Orange was called to order by Vice Mayor Scott Stiltner at 6:30 p.m.

Pledge of Allegiance

Invocation

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

DISCUSSION ITEMS

4. Monthly Financial Report

Tracey Riehm, Finance Director, provided the monthly report regarding the City's finances. Mr. Johansson asked Council to start thinking about the loan pool amount of \$3.5 million. It needs to be addressed as far as the accounting aspect goes.

John Cameron, citizen, addressed Ms. Riehm's comments regarding the golf course and suggested the debt be forgiven so the business can move forward and profit. He suggested limiting the times of the pre-paid slots. He believes that will help raise the per round price.

5. Parks and Recreation Fee Philosophy

Alan Rosen, Assistant City Manager, provided details of our current process for collecting fees for the Parks & Recreation Department, as well as options for the future. Staff did not recommend a change in the current process but did provide a tool that Staff can use to determine the type of event regarding waiver requests.

Council wants to see events in the community for the community. Councilman Ford would like more consideration for first time events. As events get larger and more mature, he would like them to start paying more.

Councilman Tramont would like further consideration for allowing the City Manager to authorize the waivers based on the matrix presented.

Vice Mayor Stiltner supports the checklist and asked how we determine our charges. He wants to make sure the non-profit groups are a part of the Port Orange community.

Susan Lovallo, Parks & Recreation Director, provided details of the fee resolution. She discussed staffing levels and balancing those levels to cover events at a price that would be affordable for the event planners.

Bobby Ball, citizen, addressed Council regarding questions on interns from local colleges. His wife handles the volunteers and there are several hundred. He supported the recommendation for the matrix.

Mr. Cameron supported Ms. Lovallo's concerns regarding staffing levels. He urged Council to strongly consider fee waivers as they do have an impact on the budget and staffing levels.

Mr. Rosen asked Council if they support staying around 28-30% cost recovery. Council agreed. Council does not want liability insurance to be waived, ever.

6. City Manager Evaluation

Councilman Ford is overall happy with the City Manager's performance but is concerned with transparency. He would like more communication from the City Manager.

Councilman Tramont has had a positive experience with the City Manager and all City Staff. He is pleased with the City Manager.

Councilman Bastian is also pleased with the City Manager's work. The full team is impressive.

Vice Mayor Stiltner complimented Mr. Johansson on his entire family immersing themselves in the community. He believes the City Manager is making great strides with relationships locally and in Tallahassee, as well as with City Staff. He would like to know what they can do to improve the relationship between Council and the City Manager and staff as a whole.

Mr. Cameron echoed the comments of Council and believes Mr. Johansson has done a remarkable job.

Mr. Ball agreed with Council's comments and hears from Staff that they are happy with his leadership.

Mr. Rosen spoke as to Mr. Johansson's leadership. He has learned a lot from his demeanor.

Mr. Johansson thanked Staff for all of their work.

ADJOURNMENT - 8:40 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/06/2018

Consent item: Yes

SUBJECT: (B7a) Ratification of an emergency purchase order to Tomoka Construction for a Gravity Sewer Main Repair on Peach Blossom Blvd & Tarleton Lane

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve ratification of the emergency purchase order to Tomoka Construction Service, Inc. on the amount of \$49,480.00 for the repair of the gravity sewer main located on Peach Blossom Blvd. and Tarleton Lane; and to authorize the Mayor and City Clerk to process required documents.

SUMMARY: On January 18, 2018, a gravity sewer main failure at the intersection of Peach Blossom Blvd. and Tarleton Lane was reported. A field investigation was conducted and it was determined that the cause of the road depression was a break and separation in the gravity sewer main joint and connection to the manhole. This gravity sewer system was built in 2009.

The Department Director has declared this an emergency request under the City's Purchasing Ordinance, Section 2-271. This is an unplanned / unexpected event that requires immediate action in order to prevent a situation that could present an immediate danger to human life, health, and safety and welfare of the citizens. On January 22, 2018, City staff met with four (4) local underground utilities contractors at the site to discuss the repairs and solicit quotes for repairs. Price Quotes as follows:

a) Tomoka Construction Services, Inc.	\$49,480
b) Danus Utilities, Inc.	\$83,450
c) Hazen Construction Company	\$93,925
d) 4 C's Construction Company	no bid - withdraw

The Public Works & Utilities Department recommends ratifying an emergency purchase order to Tomoka Construction Services, Inc. for an amount not to exceed \$49,800.

Tomoka Construction Services, Inc. has worked with the City in the past and has proven to be professional and responsible vendor.

Project No.: URH 001 Funding Account No.: 401 0400 535 6397

ATTACHMENTS:

1.	Department Justification Memo	Department Justification Memo.pdf
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2.	Engeneering Memo	Engeneering Memo.pdf
3.	Photos of Gravity Sewer Main Failure	Photos of Gravity Sewer Main Failure.pdf
4.	Quote - Tomoka Construction	Quote - Tomoka Construction.pdf
5.	Quote - Danus Utilities	Quote - Danus Utilities.pdf
6.	Quote - Email withdraw 4 C's Const	Quote - Email withdraw 4 C's Const.pdf
7.	Quote - Hazen Const	Quote - Hazen Const.pdf
8.	PO 073421 Tomoka Const	PO 073421 Tomoka Const.pdf

Julia Wiggins	Created/Initiated - 02/14/2018
Julia Wiggins	Approved - 02/14/2018
Rick Wilson	Approved - 02/14/2018
Lynn Stevens	Approved - 02/15/2018
James Tillman	Approved - 02/20/2018
Tracey Riehm	Approved - 02/22/2018
Jake Johansson	Approved - 02/27/2018
Robin Fenwick	Final Approval - 02/27/2018



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Budget Analyst

DATE: February 7, 2018

SUBJECT: Emergency Request – Tomoka Construction
Gravity Sewer Main on Peach Blossom Blvd & Tarleton Lane

REQUEST:

The Public Utilities Department is requesting an emergency purchase order to Tomoka Construction Service, Inc. on the amount of \$49,480.00 for the repair of the gravity sewer main located on Peach Blossom Blvd. and Tarleton Lane.

PURPOSE:

The purpose of this request is to obtain an emergency purchase order to repair a gravity sewer main.

CONSIDERATION:

On January 18, 2018, the Field Operations Manager reported a gravity sewer main failure at the intersection of Peach Blossom Blvd. and Tarleton Lane. This failure has caused a depression in the road next to a sanitary sewer manhole.

A field investigation was conducted and it was determined that the cause of the road depression was a break and separation in the gravity sewer main joint and connection to the manhole. This gravity sewer system was built in 2009.

The Department Director has declared this an emergency request under the City's Purchasing Ordinance, Section 2-271. This is an unplanned / unexpected event that requires immediate action in order to prevent a situation that could present an immediate danger to human life, health, and safety and welfare of the citizens.

On January 22, 2018, City staff met with four (4) local underground utilities contractors at the site to discuss the repairs.

On January 24, 2018, an official solicitation for emergency quotes were sent to the four (4) contractors. Price Quotes as follows:

- | | |
|--|-------------------|
| a.) Tomoka Construction Services, Inc. | \$49,480 |
| b.) Danus Utilities, Inc. | \$83,450 |
| c.) Hazen Construction Company | \$93,925 |
| d.) 4 C's Construction Company | no bid - withdraw |

The Public Works & Utilities Department recommends awarding the emergency purchase order to Tomoka Construction Services, Inc. for an amount not to exceed \$49,800.

Tomoka Construction Services, Inc. has worked with the City in the past and has proven to be professional and responsible vendor.

The Public Works & Utilities Department will place this item on the February 20, 2018 Council Agenda for ratification.

FUNDING:

Sewer System Rehab CIP
401 0400 535 6397
Budget: \$1,407,884
Actual: \$49,480.00

RECOMMENDATION:

The Public Utilities Department is recommending the approval of an emergency purchase order to Tomoka Construction Service, Inc. on the amount of \$49,480.00 for the repair of the gravity sewer main located on Peach Blossom Blvd. and Tarleton Lane.

ANTICIPATED SCHEDULE:

- a.) Emergency Purchase order – 2/9/18
- b.) Ratification by City Council – 2/20/18

ATTACHMENTS:

- a.) Memo from Engineering & Construction Manager
- b.) Quote from Tomoka Construction
- c.) Quote from Danus Utilities
- d.) Quote from Hazen Construction
- e.) Email of withdraw from 4 C's Construction
- f.) Various Photos of the gravity sewer main failure



Memorandum

To: Lynn Stevens, Public Utilities Director

From: Kenny Ho, P.E., Engineering and Construction Manager 

CC: Graeme Gardiner, Field Ops Manager

Subject: Peach Blossom Blvd. and Tarleton Ln Gravity Sewer Main Failure
Emergency Repair Quotes

Date: January 31, 2018

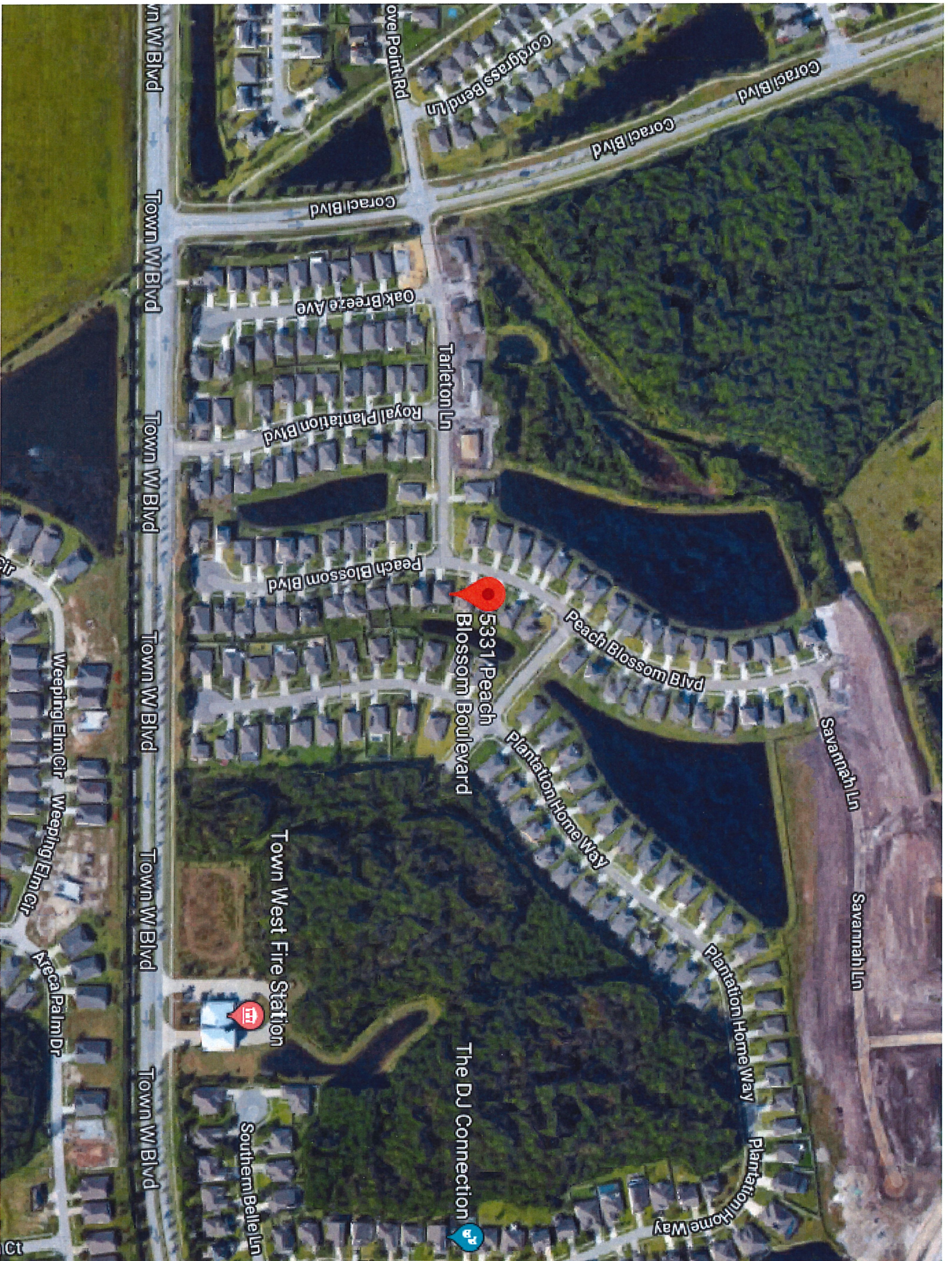
Lynn:

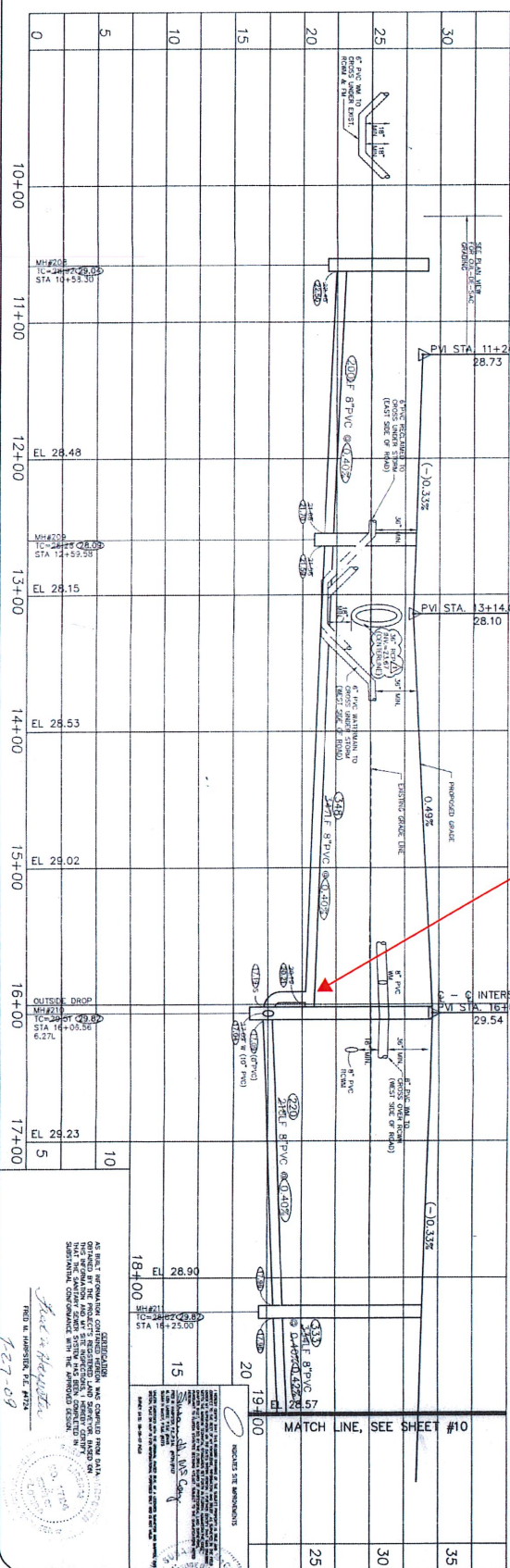
On January 18, 2018 Field Operation brought to my attention at the intersection of Peach Blossom Blvd. and Tarleton Ln that a depression had formed in the road near a sanitary sewer manhole (see attached pictures). A field investigation was conducted and it was determined the cause of that the road depression was due to a break/separation in the gravity sewer main joint/connection to the manhole. This gravity sewer system was built around 2009.

City staff met with four (4) local underground utilities contractors at the site on January 22, 2018 to discuss the options to repair this emergency work. An official emergency scope of work task was sent out to the four contractors on January 24, 2018 to solicit for quotes.

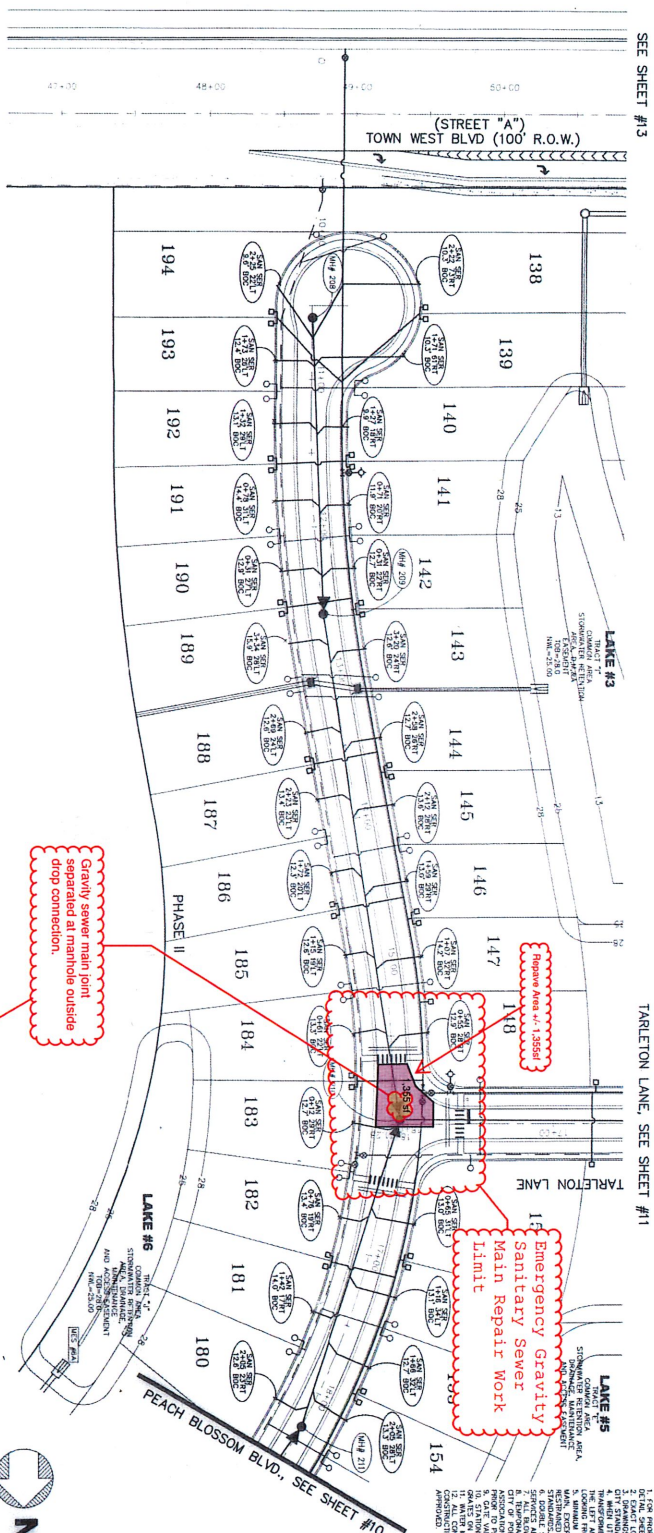
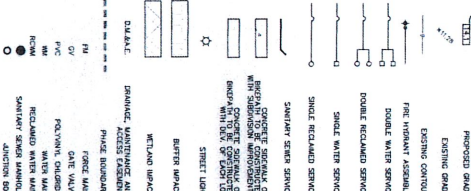
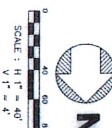
Three quotes were received and one contractor withdrew due to current workload. The lowest quote is \$49,480.00 by Tomoka Construction Service, Inc., the second quote is \$83,450.00 by Danus Utilities, Inc, and the third quote is \$93,925.00 by Hazen Construction. See attached quotes.

City staff recommends awarding this emergency gravity sewer main repair work to Tomoka Construction, Inc. City staff has worked with Tomoka Const. in the past for emergency repair work with the most recent event at Willow Run Blvd. for a collapsed storm pipe. City staff feels that Tomoka Const. is competent to perform the required emergency sewer work tasks.





RECORD DRAWING FOR SANITARY SEWER ONLY



GENERAL NOTES:

1. DO NOT POSEY WITH SEPARATION DISTANCES AND OBSTRUCTIONS. SEE 2.1.
2. EXACT LOCATION OF 2" PVC COUPLERS TO BE EXACTLY DETERMINED PRIOR TO STARTING WORK. COUPLERS WILL BE IDENTIFIED BY THE FOLLOWING: TRANSFORMER #1, TO TRANSFORMER #2/3/4/5/6/7/8/9/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/102

NO.	DATE	REVISIONS	BY
1	7/5/04	REVISED PER PORT GRANGE COMMENTS DATED 6/23/04	RPJ
2	8/25/04	REVISED PER PORT GRANGE COMMENTS DATED 8/21/04	RPJ
3	10/01/04	REVISED PER PORT GRANGE COMMENTS DATED 9/28/04	RPJ
4	11/11/04	REVISED PER PORT GRANGE COMMENTS DATED 10/29/04	RPJ
5	1/4/05	REVISED PER PORT GRANGE COMMENTS DATED 12/2/04	RPJ
6	1/31/05	REVISED PER PORT GRANGE COMMENTS DATED 1/20/05	RPJ
7	8/31/05	FINAL DRAINAGE REVISIONS	SHM
8	9/16/05	RESPONDING TO CITY COMMENTS DATED 9/8/05	SHM
9	10/13/05	REVISED PER PORT GRANGE COMMENTS DATED 10/13/05	SHM

DESIGN BY: SHM
CHECKED BY: FMH
DATE: 4/18/03
SCALE: 1" = 40'
JOB NO: 02-017
DWG: 02017CP2-PP3
XREF: 02017CP-BAS,DWG
EMIS, TPO,DWG
SHEET 9
OF 26 SHEETS

HARPSTER ENGINEERING & SURVEYING, INC.
CONSULTANTS CIVIL ENGINEERS SURVEYORS PLANNERS

LICENSED BUSINESS #6351
436 NORTH GRANDVIEW AVENUE
DAYTONA BEACH, FL 32118 PHONE: (386) 253-3241 FAX: (386) 253-2502

PORT ORANGE PLANTATION - PHASE II











CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
WWW.Port-Orange.Org

January 24, 2018

RE: Peach Blossom Blvd and Tarleton Ln Gravity Sewer Main Failure Emergency Repair Quote Request.

All quote must be submitted by January 29, 2018 by 12:00 PM to Kenny Ho at City Hall or via email to kho@port-orange.org.

City of Port Orange would like to request a competitive quote for a gravity sewer main emergency repair work. At the intersection of Peach Blossom Blvd and Tarleton Ln, a gravity sewer main connection failure had occurred at MH #210 (see attached utilities as-built and pictures). It appears the upstream gravity sewer main going into the outside drop connection at the MH #210 had been separated at the joint and caused a road failure. Please provide a lump sum quote request and the winning contractor shall furnish all labor and materials to complete the below scopes of work.

1. MOT for roadway closure and detour. Only local traffic is permitted at the intersection of Peach Blossom Blvd and Tarleton Ln.
2. Dewatering
3. Replace existing 8" PVC SDR 26 sewer main from existing MH #210 to the next upstream joint (+/- 16LF from MH #210). Re-lay and re-connect new 8" PVC SDR 26 sewer main from existing MH #210 to the next upstream pipe joint.
4. Outside drop connection might be required to be re-constructed to fit new sewer pipe.
5. No Ferncon connection is permitted. Only hard coupling connection.
6. Saw cut and repave +/- 1,355 sf of pavement and restore road per City Details with min. 1.5" Type S-III asphalt. Compact test is required for backfill. See attached drawing for approximate repave area.
7. Full site restoration of all disturbed area.

City will provide the following assistance:

1. City's Vac-con truck to support sewage by-pass.

Lump Sum Price Quote \$: 49,480.00

Contractor Name: Tonyka Construction Services, Inc

Signature of Contractor: [Signature]

Date: 01/31/2018



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
WWW.Port-Orange.Org

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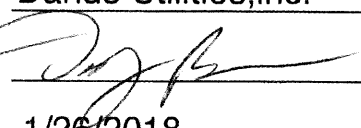
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City will provide the following assistance:

1. City's Vac-con truck to support sewage by-pass.

Lump Sum Price Quote \$: 83,450

Contractor Name: Danus Utilities,inc.

Signature of Contractor: 

Date: 1/26/2018

Ho, Kenny

From: estimating@4csconstruction.com
Sent: Tuesday, January 30, 2018 6:34 AM
To: Ho, Kenny
Subject: RE: City of Port Orange - Peach Blossom Blvd and Tarleton Ln Gravity Sewer Main Failure Emergency Repair Quote Request

Kenny,
We appreciate the opportunity to price this work.
However, due to our current workload we are unable to commit a crew at this time.
Please keep us in mind for any future needs.

Thanks,
Mark Scott
4C's Construction

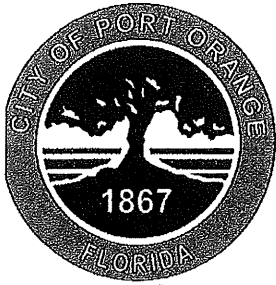
From: Ho, Kenny [mailto:kho@port-orange.org]
Sent: Wednesday, January 24, 2018 11:37 AM
To: Kyle Hall (kyle@tomokaconstruction.com) <kyle@tomokaconstruction.com>; Greg Degler (gregd@hazenconstruction.net) <gregd@hazenconstruction.net>; Mark Scott (estimating@4csconstruction.com) <estimating@4csconstruction.com>; Dan Pardus <dan@danusutilities.com>
Cc: Gardiner, Graeme <ggardiner@port-orange.org>; Colby, Richard <rcolby@port-orange.org>; Nickles, Matthew <mnickles@port-orange.org>; Wilson, Rick <rwilson@port-orange.org>
Subject: City of Port Orange - Peach Blossom Blvd and Tarleton Ln Gravity Sewer Main Failure Emergency Repair Quote Request

Good morning All:
Thank you all for attending the preliminary on-site meeting on 1/22/2018 to discuss this emergency sewer repair work. Attached please find is the final scope of work form for this emergency sewer main repair work. Please submit your quote no later than Monday January 29, 2018 by 12:00 PM to me. Again thank you for your interest in this work.

Kenny Ho, P.E.

Public Utilities Engineering & Construction Manager
City of Port Orange
Public Utilities Department
1000 City Center Circle
Port Orange, FL 32129
Phone: (386) 506-5754
Fax: (386) 756-5370
kho@port-orange.org
www.port-orange.org





CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
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January 24, 2018

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7. Full site restoration of all disturbed area.

City will provide the following assistance:

1. City's Vac-con truck to support sewage by-pass.

Lump Sum Price Quote \$: 93,925.00

Contractor Name: Hazen Construction

Signature of Contractor: [Signature]

Date: 1/29/18



CITY OF PORT ORANGE

PURCHASE ORDER

PAGE 1

P.O. NUMBER

073421

PLEASE SEND INVOICE IN DUPLICATE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5500
FAX 386-506-5711

THIS NUMBER MUST APPEAR ON ALL
PACKING LISTS, LABELS, BILL OF LADING
CORRESPONDENCE.

DATE:	2/08/18
STATE TAX EXEMPT #85-8012621673C-3	
FED. EXCISE TAX #59-80-0185K	
REQUISITION #	0000138935

VENDOR:
TOMOKA CONSTRUCTION SERVICES I
810 FENTRESS CT
STE#140
DAYTONA BEACH FL 32117

(386)274-3120 FAX: (386)274-3170

SHIP TO:
CITY OF PORT ORANGE
PUBLIC UTILITIES
ADMINISTRATION
1000 CITY CENTER CIR
PORT ORANGE FL 32129

VENDOR #:		DATE NEEDED:		FOB:		
258832		2/28/18				
#	QTY	UOM	COMMODITY # / DESCRIPTION	ACCOUNT #	UNIT PRICE	TOTAL COST
1	1	JOB	EMERGENCY REPAIR OF THE GRAVITY SEWER MAIN LOCATED AT THE INTERSECTION OF PEACH BLOSSOM BLVD. AND T ARLETON LANE. - RATIFICATION TO THE CITY COUNCIL IS SET FOR 3/6/18 PROJECT #: URH001	40104005356397	49480.00	49480.00
REMARKS EMERGENCY REQUEST - GRAVITY SEWER MAIN FAILURE					TOTAL	49480.00

This Purchase Order ("PO") becomes a binding contract upon confirmation of this PO; or by commencement of the work set forth in this PO; or by acceptance of payment for said work and is subject to the terms and conditions set forth on the face of this PO and the terms and conditions contained in the Current Vendor Application form posted on the City's website, www.port-orange.org, made a part hereof by reference. Any terms and conditions contained or referenced in supplemental documents that may be attached hereto, shall not prevail as part of this agreement without the signature of the City Manager or Mayor. The Vendor shall maintain a Current Vendor Application as posted on the City's website, www.port-orange.org.

PURCHASING

X

DATE

2/08/18

IMPORTANT - TO RECEIVE PAYMENT ALL INVOICES AND SHIPPING LABELS MUST SHOW PURCHASE ORDER NUMBER & DATE



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/06/2018

Consent item: Yes

SUBJECT: (B7b) Ratification of an emergency purchase order to Shenandoah Construction for the repair of two (2) drainage pipes at 5808 Villas Lane and 1233 Thomas Drive

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve ratification of an emergency purchase order to Shenandoah Construction in the amount of \$27,180 for the emergency repair to a 15" drainage pipe located at 5808 Villas Lane and a 24" drainage pipe at 1233 Thomas Drive; and to authorize the Mayor and City Clerk to execute any required documents.

SUMMARY: The 15" drainage pipe located at 5808 Villas Lane has collapsed next to the curbing, storm drain and is collapsing the road way and the 24" drainage pipe located at 1233 Thomas Drive is collapsing under a citizen's driveway. It is also affecting the nearby side walk.

These failures will cause infiltration of dirt into the drainage system. This will result in poor drainage flow and poses a safety and welfare hazard to our residents.

The Drainage Foreman met with three (3) vendors for an onsite visit to access the damage and to provide cost estimate.

The following vendors provided price Quotes:

a) Shenandoah Construction	\$27,180
b) J&H Waterstop Utilities Inc.	\$32,250
c) Insituform Technologies, LLC	\$46,200

The Department Director has declared this an emergency request under the City's Purchasing Ordinance, Section 2-271. This is an unplanned / unexpected event that requires immediate action in order to prevent a situation that could present an immediate danger to human life, health, and safety and welfare of the citizens.

The Public Works & Utilities Department recommends awarding the emergency purchase order to Shenandoah Construction for an amount not to exceed \$27,180.

Shenandoah Construction has worked with the City in the past and has proven to be professional and responsible vendor.

ATTACHMENTS:

1.	Public Works & Utilities Department - Shenandoah Const - Emergency for Utilities	Public Works & Utilities Department - Shenandoah Const - Emergency for Utilities.pdf
2.	Various Photos	Various Photos.pdf
3.	Quote - Insituform Tech, LLC	Quote - Insituform Tech, LLC.pdf
4.	Quote - J&H Waterstop	Quote - J&H Waterstop.pdf
5.	Quote - Shenandoah Const	Quote - Shenandoah Const.pdf

Julia Wiggins	Created/Initiated - 02/14/2018
Ronny Buttrum	Approved - 02/14/2018
James Tillman	Approved - 02/19/2018
Lynn Stevens	Approved - 02/19/2018
James Tillman	Approved - 02/19/2018
Tracey Riehm	Approved - 02/22/2018
Jake Johansson	Approved - 02/27/2018
Robin Fenwick	Final Approval - 02/27/2018



City of Port Orange Public Works & Utilities Department

TO: M.H. Johansson, City Manager
Tracey Riehm, Finance Director
James Tillman, Purchasing Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Julia Wiggins, Budget Analyst

DATE: February 7, 2018

SUBJECT: Emergency Request – Shenandoah Construction
Drainage Pipe Repairs @ 5808 Villas Lane & 1233 Thomas Drive

REQUEST:

The Public Works & Utilities Department is requesting an emergency purchase order to Shenandoah Construction in the amount of \$27,180 for the emergency repair to a 15" drainage pipe located at 5808 Villas Lane and a 24" drainage pipe at 1233 Thomas Drive.

PURPOSE:

The purpose of this request is to obtain an emergency purchase order to repair two (2) collapsed drainage pipes.

CONSIDERATION:

The 15" drainage pipe located at 5808 Villas Lane has collapsed next to the curbing, storm drain and is collapsing the road way and the 24" drainage pipe located at 1233 Thomas Drive is collapsing under a citizen's driveway. It is also affecting the nearby side walk.

These failures will cause infiltration of dirt into the drainage system. This will result in poor drainage flow and poses a safety and welfare hazard to our residents.

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The Public Works & Utilities Department recommends awarding the emergency purchase order to Shenandoah Construction for an amount not to exceed \$27,180.

Shenandoah Construction has worked with the City in the past and has proven to be professional and responsible vendor.

The Public Works & Utilities Department will place this item on the March 6, 2018 Council Agenda for ratification.

FUNDING:

Drainage R&R Project #DIP075
412 1800 541 6397
Budget: \$120,000
Actual: \$27,180

RECOMMENDATION:

The Public Works & Utilities Department is recommending the approval of an emergency purchase order to Shenandoah Construction in the amount of \$27,180 for the emergency repair to a 15" drainage pipe located at 5808 Villas Lane and a 24" drainage pipe at 1233 Thomas Drive.

ANTICIPATED SCHEDULE:

- a.) Emergency Purchase order – 2/14/18
- b.) Ratification by City Council – 3/6/18

ATTACHMENTS:

- a.) Department Justification Memo
- b.) Quote from Shenandoah Construction
- c.) Quote from J&H Waterstop Utilities, Inc.
- d.) Quote from Insituform Technologies, LLC
- e.) Various Photos of the drainage pipe failures

CC: Ronny Buttrum, Assist Public Works Director
Brett Matter, Drainage Foreman
Kynah Cockcroft, PW Sr. Administrative Assistant

PHOTO NO 1
5808 VILLAS LANE



PHOTO NO 2
5808 VILLAS LANE



PHOTO NO 3
5808 VILLAS LANE



PHOTO NO 1
1233 THOMAS DRIVE



PHOTO NO 2
1233 THOMAS DRIVE





6972 Business Park Blvd.
Jacksonville, FL 32256
www.insituform.com

Dave Raymond
Business Development Manager

Insituform Technologies, LLC is a subsidiary of Aegion Corporation

Phone: (904)465-3267
Fax: (904)292-3198
Email: draymond@aegion.com

2/8/18

ACES ID: AAJA-XOERVC

Brett Matter
City of Port Orange, FL
Public Utilities
407 Virginia Ave
Port Orange, FL 32127
bmatter@port-orange.org

Re: Villas Ln/Thomas Dr. Storm Water Rehab

Brett,

Insituform Technologies, LLC, ("ITLLC") is pleased to provide the following proposal to The City of Port Orange, hereinafter referred to as "Customer", for the scope of work detailed below for the above-referenced Project.

PROPOSAL PRICING

ITLLC proposes the following pricing for the scope of services described herein:

Bid Item per Docs	Description	Measure	Quantity	Bid Price	Total
1	CIPP 15" Pipe	LF	50	\$161.60	8,080.00
2	CIPP 24" Pipe	LF	250	\$109.60	27,400.00
3	Clean and TV 15"	LF	50	\$24.40	1,220.00
4	Clean and TV 24"	LF	250	\$29.60	7,400.00
5	Mobilization	LS	1	\$2,100.00	2,100.00
					\$ 46,200.00

INSITUFORM SCOPE OF WORK / RESPONSIBILITIES

ITLLC will provide the following:

1. Mobilization and demobilization of personnel, equipment, and materials to and from the Project site. The price presented is based upon one (1) instance of mobilization and demobilization.

2. Install **polyester** resin impregnated CIPP liner in accordance with ASTM F1216 or F1743 using either water or air/pull-in/steam, at the discretion of ITLLC. We have not included any costs associated with the disposal of inversion water.
3. Internal reinstatement of all service connections as directed by the Customer or their representative.
4. CCTV inspection of the pipe before and after the lining is complete.
5. Standard ITLLC one-year warranty from date of installation, excluding any required warranty TV inspection and/or testing.
6. Standard insurance coverage with the following limits:
 - General Liability: \$2,000,000 per occurrence/\$4,000,000 aggregate
 - Auto: \$2,000,000 Combined Single Limit
 - Workers Compensation: Statutory with \$1,000,000 Employer's LiabilityThe above insurance shall not include Primary and Non-Contributory Coverage and ITLLC shall not provide a Waiver of Subrogation endorsement.

NOTE: Modifications to the Scope of Work/Responsibilities of ITLLC may result in a change in price and/or duration.

ASSUMPTIONS AND QUALIFICATIONS

ITLLC's Proposal Pricing is based upon the following assumptions and clarifications:

1. ITLLC assumes the work will be completed during dry weather conditions.
2. Quantities are estimated. Customer shall be invoiced for actual quantities at the above unit prices.
3. ITLLC is an open-shop company and shall not be subject to any union requirements or agreements and will not enter into any Project Labor Agreement or any such similar agreement for this Project. Where required by the Contract Documents, ITLLC will pay the Prevailing Wages then in effect for the Project and will submit Certified Payroll Reports in a timely manner.

EXCLUSIONS:

The following items are excluded from ITLLC's above Pricing and Scope of Services / Responsibilities stated in this Proposal. These items, if necessary, applicable or otherwise required, shall be furnished by Customer, at Customer's direction and at no cost to ITLLC or may, upon mutual agreement in writing between ITLLC and Customer, be provided by ITLLC at an additional cost:

1. Permits, licenses and construction easements.
2. Manual operation of any pumping and/or metering stations.
3. Environmental/erosion controls (i.e., hay bales, silt fence etc.) that may be required adjacent to manholes, access points and/or water supply hose.
4. Access to and use of fire hydrants and/or sufficient water supply (within 500 ft. of the installation site) to complete flushing and CIPP installation.
5. Burial and/or ramping of discharge or bypass hose/pipe.
6. External service reconnections.
7. Traffic control, including without limitation, police details, flagmen and special traffic control setups.
8. Obstruction removal (calcium, concrete, mineral deposits, roots, etc.) and/or protruding tap removal.
9. Point repairs.
10. Bypassing of services or laterals.
11. Repair of pipe damaged during any industry standard high-pressure jet cleaning operations, preparation or lining and any subsequent cleaning necessary to remove debris that has fallen into the pipe as a result of any such collapse or repair.
12. Directives setting forth which service connections must be reinstated prior to final CCTV inspection.
13. Locations of and access (of ITLLC equipment and/or personnel) to all manholes associated with the project and as required by ITLLC's work plan.

14. Equivalent pipe diameter access from the invert to the street level. This may include removal of the frame, cover and/or cone section of the liner installation manhole(s) such that the opening at the street level is no less than equivalent to the pipe diameter.
15. Payment and Performance bonds. If payment and performance bonds are required, add 2.5% to the total Project cost.
16. Removal and disposal of any hazardous or toxic materials encountered during the Project.
17. Holiday work, rush delivery or adverse weather work (as defined by ITLLC).
18. Complete independent testing of liner samples from each installation. Will be provided if required per specifications.
19. Certified Professional Engineer stamped designs. Will be provided if required in specifications.
20. State and local sales and/or use taxes.
21. Additional premiums for special insurance coverage(s) specific to this project.

GENERAL TERMS AND CONDITIONS:

1. ITLLC's Proposal is conditioned upon Customer's acceptance of the terms and conditions set forth herein. Customer's ordering of material or services by purchase order or otherwise, shall be treated as Customer's acceptance of such terms and conditions. All terms and conditions in Customer's purchase order or in any other communication to ITLLC, whether submitted previously or subsequently to this Proposal, which are additional to or inconsistent with the terms and conditions of this Proposal are not binding upon ITLLC and shall not be applicable to this Proposal, except to the extent accepted in writing by ITLLC. Any change or amendment to this Proposal, to be binding upon ITLLC, must be accepted in writing by ITLLC.
2. ITLLC has based its Proposal on a nominal wall thickness for the Insitutube as shown in the price. This is based on the best available information at the time of this Proposal. Existing pipe deterioration in excess of the conditions assumed, ground water loads in excess of those assumed, or other loads or conditions may increase the recommended thickness for all or portions of the work. Final recommendations may be submitted to you following the completion of the preliminary TV phase of the project. Stated prices are subject to adjustment if design changes are agreed upon.
3. Specific service connections will be reconnected only when written directions are received from the Customer. The Customer will indemnify and hold ITLLC harmless from all claims arising from backups and other effects of such actions or inaction's from services not opened at the owner's request. In the event that Insituform is unable to locate or reconnect a service lateral internally, the Customer will externally reconnect the service at no cost to ITLLC.
4. This Proposal is valid for 30 days, unless otherwise extended by ITLLC.
5. **PAYMENT:** Payment is due in full, without exception or retention, within 30 days of the date of the invoice. Monthly partial progress payments may be requested for the value of work in progress or completed, including materials delivered to the Project site. Payments due and unpaid shall bear interest at the rate of 1½ % per month from the date payment is due. Should ITLLC incur costs or expenses to collect monies claimed due hereunder from Customer, Customer shall pay to ITLLC, in addition to all other sums due to ITLLC, attorneys' fees, consultants' costs, and other expenses and costs, including but not limited to litigation and/or arbitration expenses and arbitrator compensation, in connection therewith.
6. ITLLC is not a union shop and shall not be subject to any union requirements or agreements or project labor agreements. On public projects where required, ITLLC will pay prevailing wages as identified by Customer prior to submission of this Proposal.
7. Should ITLLC learn of any information that causes ITLLC concern about Customer's ability to pay and/or perform any of its obligations owing to ITLLC under Proposal, ITLLC has the right to request Customer to provide ITLLC adequate assurance of due performance on such terms as are deemed reasonable by ITLLC when acting in good faith, including the right to await full or partial payment from Customer as required by ITLLC. In such an instance, ITLLC may suspend its performance pending ITLLC's receipt of adequate assurance of due payment and/or performance in a manner found acceptable by ITLLC.
8. ITLLC shall not be responsible for any inability to perform under this Proposal or for any loss or damage due to delays or disruptions resulting directly or indirectly from, or contributed to by, any act of God, action or omission of Customer, act of civil or military authorities, fire, strike or other labor dispute, accident, flood, adverse weather, war, riot, terrorism, transportation delay, inability to obtain material

or fuel supplies, or any other circumstances beyond ITLLC's reasonable control, whether similar or dissimilar to any of the foregoing. If ITLLC crews are delayed on site for reasons beyond the control of ITLLC, then ITLLC's standby time will be invoiced to Customer at an hourly rate of **\$1,200** per hour.

9. Claims for Changed, Concealed or Unknown Conditions: If conditions are encountered at the site which are (1) materially changed; (2) subsurface or otherwise concealed physical conditions which differ materially from the information upon which this Proposal is based or (3) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for herein, then the Proposal Price and Time shall be equitably adjusted to address the conditions, where prior written notification and approval of claims exist.
10. LIMITED WARRANTY: ITLLC WARRANTS TO CORRECT ANY DEFECT IN THE MATERIALS OR SERVICES PROVIDED BY ITLLC WHICH ARE BROUGHT TO THE ATTENTION OF ITLLC IN WRITING WITHIN ONE YEAR FOLLOWING COMPLETION OF ITLLC'S WORK, PROVIDED CUSTOMER AFFORDS ITLLC SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
11. Except for the express warranty forming a part of this Proposal, ITLLC DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY. ITLLC'S LIABILITY TO CUSTOMER, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE, IS LIMITED TO THAT PERMITTED UNDER THIS PROPOSAL, ITLLC Shall NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE, LOST TIME, DELAY, DISRUPTION, INTERFERENCE, LOSS OF PRODUCTIVITY, INCONVENIENCE, LOST INCOME, OR LOST PROFITS.
12. This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance herewith through no fault of the party initiating the termination.
13. The terms and conditions of this Proposal form the entire agreement between the parties. All other terms, proposals, negotiations, representations, recommendations, statements or agreements, whether made or issued contemporaneously or previously, are excluded from and are not a part of this Proposal, and have no binding or enforceable effect. This Proposal, if accepted, shall be binding on the parties and their respective successors and assigns.

The information contained in this letter is proprietary to Insituform Technologies, LLC. and shall be retained by the recipient in confidence and shall not be published or otherwise disclosed to third parties without the express written consent of Insituform Technologies, LLC. The foregoing shall not preclude the use of any data which (i) was in its possession without restriction as to use prior to receipt as proprietary of the same or similar data from Insituform Technologies, LLC., (ii) is or becomes available from a public source on or after such receipt from Insituform Technologies, LLC. or (iii) is obtained by the recipient from a third party not under obligation of confidentiality or other restriction with respect to use.

Please do not hesitate to contact me with any further questions.

Very truly yours,

Insituform Technologies, LLC.

Dave Raymond
Business Development Manager

Accepted By: _____
(signed)

(print name)

Date: _____

Title: _____

J&H Waterstop Utilities Inc.

PO Box 740925

Orange City, FL 32774

Phone: 386-851-2411

Fax: 386-851-2466

Email: Danielle@jhwui.com**JHWUI**

Creating New Standards

Bid to City of Port Orange, FL.
Address 1000 City Center Circle
Port Orange, FL 32129

Proposal # 02052018-DJ1

Date: 2/5/2018

Attention Brett Matter

Bid Description: 15" & 24" CIPP Lining

Description and price quote of goods/services being bid

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
250	LF	24" Stormwater CIPP Lining	\$98.00	\$24,500.00
50	LF	15" Stormwater CIPP Lining	\$85.00	\$4,250.00
1	EA	Mobilization Fee	\$3,500.00	\$3,500.00
				\$ -
				\$ -
Comments or Special Instructions:			Total	\$ 32,250.00

Authorized Signature

Date

SHENANDOAH

CONSTRUCTION

1888 N.W. 22nd Street • Pompano Beach, FL 33069

(772) 467-8861

Fax: (772) 467-8863

Page 1 of 1

DATE: February 05, 2018

PROPOSAL #P9598

SUBMITTED TO: Port Orange, City of

STREET: 407 Virginia Avenue

CITY, STATE & ZIP: Port Orange, Florida 32127

PHONE: (386) 506-5575

FAX: 386-756-5365

EMAIL: bmatter@port-orange.org

JOB NAME: 5808 Villas Lane & 1233 Thomas

Drive

ATTENTION: Brett Matter

We propose to furnish a crew and all necessary equipment to clean, televis, and install CIPP liner at the above mentioned job location. This work will be performed at our following hourly and/or unit prices: The pricing in this proposal is based off of a Piggyback of Collier County Storm Drain Maintenance Agreement 15-6363

Mobilization	(at \$300.00 Each)	1 Each	\$300.00
Medium Clean 15" CMP	(at \$1.00 Per L.F.)	50 L.F.	\$50.00
Storm Drain Video inspection 0 - 48"	(at \$6.00 Per L.F.)	50 L.F.	\$300.00
Install 15" CIPP	(at \$65.00 Per L.F.)	50 L.F.	\$3,250.00
Medium Clean 24"	(at \$1.00 Per L.F.)	240 L.F.	\$240.00
Storm Drain Video inspection 0 - 48"	(at \$6.00 Per L.F.)	240 L.F.	\$1,440.00
Install 24" CIPP	(at \$90.00 Per L.F.)	240 L.F.	\$21,600.00
Estimated Total:			\$27,180.00

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days. (If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:



SHENANDOAH GENERAL CONSTRUCTION CO.

Louis Voska

TITLE

Estimator

DATE

02/05/2018

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:

REPRESENTATIVE:

DATE:

TITLE:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/06/2018

Consent item: Yes

SUBJECT: (B8) Revised Rules of Procedure

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve the Revised Rules of Procedure.

SUMMARY: Based on comments received from a citizen at the February 6, 2018 City Council meeting, attached please find a revision to the 2018 Rules of Procedure which restates and clearly defines the Council's previously agreed procedure (2017) relating to consideration and discussion of Consent Agenda Items.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Clarified Rules of Procedure 2018	REVISED Rules of Procedure 2018.docx
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Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 02/07/2018
Approved - 02/07/2018
Final Approval - 02/07/2018



CITY OF PORT ORANGE

CITY CLERK'S OFFICE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE (386) 506-5563

PORT ORANGE CITY COUNCIL **RULES OF PROCEDURE**

I. GENERAL PARLIAMENTARY RULES.

The general parliamentary procedure to be followed by the City Council of the City of Port Orange, Florida, except as otherwise modified by the City Council or as modified or amended herein, shall be in accordance with the most current edition of Robert's Rules of Order, Newly Revised.

II. PRESIDING OFFICER AND DUTIES.

- A. The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Vice Mayor shall preside.
- B. The meetings of the Council shall be called to order, recessed and adjourned by the presiding officer.
- C. The presiding officer shall preserve order and enforce the rules of decorum and conduct set forth herein.
- D. The presiding officer shall determine all points of order, subject to the right of any Councilmember to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the presiding officer.
- E. The presiding officer may call another Councilmember to temporarily chair the meeting to make a motion, or to cover a temporary absence, such substitution is not to continue beyond adjournment.

III. LOCAL RULES.

- A. The following Local Rules of Procedure shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.
 - 1. Regular meetings of the City Council shall be held on the first and third Tuesdays of each month, except for the months of July, November, and December and any Port Orange municipal election dates, at 6:30 p.m., in City Hall. During the months of November and December, the regular City Council meetings may

occur on the first and second Tuesdays at 6:30 p.m. at City Hall. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. at City Hall. The July meeting schedule may be amended at the direction of the City Council in consideration of the Fourth of July Holiday.

2. Workshop meetings of the City Council shall be held on the fourth Tuesday of each month at 6:30 p.m., as needed. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council.
3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Activity Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager. All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a motion of the City Council. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a motion of the City Council for each hour. Any unfinished business shall be considered at a time and place set by the City Council.
4. There may also be special meetings or workshop meetings at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to cross examine witnesses; and
 - d. An opportunity to rebut evidence.
7. To the extent compatible with the conduct of business, all workshop meetings shall be held on an informal basis. The applicability of the City's general rules

shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.

8. The City Manager shall be responsible for organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.
9. With regard to the agenda for regular City Council meetings, the following shall apply:
 - a) To the extent possible, the City Administration shall group all matters by subject area, and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need explanation will not be placed on the Consent Agenda.
 - b) The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.
 - c) The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Consent Agenda (to include Citizen Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Awards, Reports, Recognition and Proclamations; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings; Regular Agenda, (to include first readings of ordinances); Comments from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council. ~~(Items pulled from the Consent Agenda for further discussion will be heard during the Regular Agenda.)~~
 - d) Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed by the Council to the City Manager for action or resolution, or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.
 - e) Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.

- f) Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine sufficiency of notice to interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:

- a. Respect the right of all citizens in our community to hold different opinions;
- b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- c. Strive to understand differing perspectives;
- d. Be truthful, not accusatory and avoid distortion; and
- e. Avoid violence, prejudice and incivility towards citizens, employees, and officials of the City of Port Orange.

11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.

1. General Rule

- a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

- b. Public participation is not required under the following circumstances:
 - i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;
 - ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
 - iii. A meeting that is exempt from s. 286.011, Florida Statutes; or
 - iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

- a. Individuals may only make comments from the podium, or such other reasonable accommodation, after being recognized by the presiding officer.
- b. Prior to commenting, individuals are required to clearly state their name and address for the record in order to preserve an accurate public record reflected in the meeting minutes for future reference.
- c. All comments shall be directed to the presiding officer and shall not contain profane, aggressive or threatening language, or personal verbal attacks.
- d. Repetitive, redundant, or immaterial presentations or requests may be limited, and shall not resume unless authorized by a majority vote of the City Council.
- e. Comments shall be limited to the allotted times set forth herein, but additional comments may be submitted in writing to supplement and fully address any issue. The presiding officer shall have the discretion to provide additional time for a representative who can produce supporting documentation or evidence that he or she is authorized to speak on behalf of a group or faction comprised of five or more members of the public.
- f. Individuals attending a City Council meeting may choose to either hold a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs the access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within Council Chambers.

3. Procedures and Guidelines for Public Participation

- a. Public Participation – Non-Agenda
 - i. The City Council allocates 15 minutes at the beginning of each City Council Meeting for members of the public who wish to

appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition.

- ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
- iii. The presiding officer shall divide the time allocated equally between all who have signed-up to speak. Each individual shall be afforded no more than three minutes to speak, unless such time is extended by a majority vote of city council.

b. Public Participation – Agenda

- i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
- ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least two weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
- iii. The City Clerk shall forward a copy of the request and supporting information to the City Council and the appropriate City Department(s) so that research may be conducted and information may be provided by staff as part of the agenda item to assist City Council in making a decision.
- iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.
- v. Public Participation Agenda Items shall be considered in the following format:
 - 1. Presentation by requestor
 - 2. Questions of the requestor by City Council
 - 3. Presentation by City staff, if necessary
 - 4. Questions of City staff by City Council
 - 5. Public comments
 - 6. Take action, if necessary
- vi. The requestor and City staff shall be given 15 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. Members of the public who wish to participate after the presentation by voicing support, opposition or neutrality to the request shall be afforded no more than three minutes each to speak.

c. Public Hearings, Regular Agenda, and Consent Agenda Items

- i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any have completed their presentation; and before a decision has been made by City Council.
 - ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting, or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.
- d. Submission of Petitions
 - i. Petitions may be presented by Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.
 - ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.
 - iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

- A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.
 1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
 2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from

among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

- a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.
 - b. The Congregation List shall be compiled by referencing the listings for “churches,” “congregations,” or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council’s Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.
 - c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.
 - d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.
 - e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.
3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following

form:

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Clerk at the address included on this letterhead. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. The invocation should be brief and succinct. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speaker or otherwise threaten damnation or denigrate nonbelievers.

On behalf of the City Council of the City of Port Orange, I thank you in advance for considering this invitation.

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening

invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

7. The following statement shall be placed at the bottom of City Council meeting agendas:

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.

VI. CITY BOARD, COMMITTEE, COUNCIL AND AGENDA APPOINTMENTS.

- A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:
 1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting shall be conducted by written ballot which shall include the name of the Council Member and the name of the nominee. The written ballots shall be read aloud into the record.
 2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
 3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6)

months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

The City Council shall annually conduct a performance evaluation and salary review of the City Manager and City Attorney in accordance with their respective employment agreements.

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the 6th ~~4th~~-day of ~~March~~January, 2018.

Donald O. Burnette, Mayor

ATTEST:

Robin L. Fenwick, CMC City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/06/2018

Consent item: Yes

SUBJECT: (B9) Quitclaim Deed to property owner of Jimmy Hula site in exchange for 40 foot easement

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve the Quitclaim Deed subject to the final review and approval of the quit claim deed by legal.

SUMMARY:

The subject property is ± 0.6 acres (26,136 square-feet) and located at 65 Dunlawton Avenue, on the north side of the Dunlawton Bridge, east of DJ's Deck and King's Seafood restaurants, in the Down Under area of the Port Orange Town Center (POTC) Community Redevelopment Area (CRA). The property owner is proposing to redevelop the site with a new $\pm 3,648$ square-foot Jimmy Hula's restaurant with associated site improvements. Redevelopment of this infill site would be an improvement for the overall Down Under area of the Port Orange Town Center CRA with a building that will meet current architectural codes, improved landscape buffering, and controlled access points for traffic management.

The subject property is bisected by a ± 10 -ft. wide City-owned parcel ("Exception"). A gravity force main a regional lift station is located within the Exception parcel. The parcel was conveyed by deed to the City in 1964. The utility improvements were installed in 1987. The City's current practice and code requirement is to acquire an easement over the lift station, pipes and the immediate surrounding lands necessary to safely perform repair and replacement.

The City's ownership of lands for the purpose of waste water collection is not standard practice and adds an unnecessary layer of potential liability. In an effort to resolve the Exception in accordance with current practice of the City, it is recommended the City convey the Exception parcel to the current property owner. The subject Quitclaim Deed will convey the Exception parcel to the property owner. In exchange, the property owner has agreed to convey to the City a 40 foot wide easement over the pipe and the lift station facilities (Draft of Easement attached). This effort secures a larger area for the City to safely perform repair and replacement of the pipe and the lift station facilities as needed. This reduces ownership obligations and liabilities of the City as it relates to the Exception parcel while protecting the City's interest in the waste water collection facilities at this location.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Quitclaim Deed Jimmy Hula's	QCD Jimmy Hula's.pdf
2.	DRAFT 40 Foot Easement to City from Jimmy Hula's	DRAFT Exclusive Easment to City Jimmy Hula's.pdf

Tracy London	Created/Initiated - 02/06/2018
Tim Burman	Approved - 02/19/2018
Lynn Stevens	Approved - 02/19/2018
Shannon Balmer	Approved - 02/22/2018
Matthew Jones	Approved - 02/22/2018
Jake Johansson	Approved - 02/27/2018
Robin Fenwick	Final Approval - 02/27/2018

Prepared by
Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

Property Parcel No. 6302-00-00-0060

Quit-Claim Deed

This Indenture, made this _____ day of _____, 2018, between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange FL 32129, Grantor, and **HOLIDAY HARBOR RESTAURANT, INC.**, a Florida corporation, mailing address: 3333 S. Atlantic Ave. #1604, Daytona Beach, FL 32118, Grantee.

Witnesseth: That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor, in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, convey, and quit claim unto the said Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to that certain land situated in Volusia County, Florida, more particularly described as follows, (the "Property"):

SEE **EXHIBIT "A"**, attached hereto and made a part hereof by reference.

Parcel No. 6302-00-00-0060

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity to the only proper use, benefit and behoof of Grantee forever EXCEPT as otherwise set forth herein.

LESS and EXCEPT any and all appurtenances thereto being the wastewater collection system including, but not specifically limited to the lift station, all sanitary sewer mains, manholes, and sewer services for the transport of reuse water or sewer and any facilities otherwise related thereto existing upon, over, within or under the Property conveyed.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

In Witness Whereof, Grantor has hereunto has caused this *Quit-Claim Deed* to be executed under seal and on its behalf the day and year first written above.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
A Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Donald O. Burnette as Mayor, of the City of Port Orange, Florida, a Florida municipal corporation, who acknowledges that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

Notary Public, State of Florida at Large
Printed name of Notary, Commission, Seal & Expiration Date:

WITNESSES:

Attest: _____
Robin L. Fenwick
City Clerk, CMC

Name: _____

Date: _____

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robin L. Fenwick, as City Clerk, of the City of Port Orange, Florida, a Florida municipal corporation, who acknowledges that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

Notary Public, State of Florida at Large
Printed name of Notary, Commission, Seal & Expiration Date:

EXHIBIT "A"

The Northerly 20 feet of the Westerly 20 feet of the Easterly 508 feet of that land lying Westerly of Block G, Van Valzah Subdivision of record in Map Book 4, page 130, Public Records of Volusia County, Florida, bounded on the East by Peninsula Drive on the South by the Port Orange Bridge Approach, and on the North by the South line of Halifax Shores, of record in Map Book 23, page 218, Public Records of Volusia County, Florida, and the Westerly 10 feet of the Easterly 508 feet of that land lying Westerly of Block G, Van Valzah Subdivision of record in Map Book 4, page 130, Public Records of Volusia County, Florida, bounded on the East by Peninsula Drive, on the South by the Port Orange Approach, and on the North by the South line of Halifax Shores of record in Map Book 23, page 218, Public Records of Volusia County, Florida; excepting therefrom the Northerly 20 feet thereof.

LESS and EXCEPT any and all appurtenances thereto being the wastewater collection system including, but not specifically limited to the lift station, all sanitary sewer mains, manholes, and sewer services for the transport of reuse water or sewer and any facilities otherwise related thereto existing upon, over, within or under the Property conveyed.

DRAFT

Portion of Parcels # 6302-00-00-0060 & 6302-00-00-0070

EXCLUSIVE LIFT STATION EASEMENT AND
NON-EXCLUSIVE CITY UTILITIES & ACCESS EASEMENT
(Coral Way Lift Station #102)

This document is accepted and recorded by the City of Port Orange without the benefit of title examination or survey; such acceptance shall not constitute a waiver of compliance with local and general laws

THIS INDENTURE made this _____ day of _____, 2018, by and between **HOLIDAY HARBOR RESTAURANT, INC.**, a Florida corporation, whose mailing address is 3333 S. Atlantic Ave. #1604, Daytona Beach, Florida 32118 ("Grantor"), and the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, located in Volusia County, Florida, mailing address: 1000 City Center Circle, Port Orange FL 32129, ("Grantee").

W I T N E S S E T H

That the Grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the Grantee, its successors and assigns, an exclusive, perpetual lift station and non-exclusive City utilities easement ("Easement") together with attendant access, ingress/egress and customary uses over, under, through, across and along certain real property located in Volusia County, Florida, being more particularly described on the attached **Exhibit "A"** comprised of the sketch and legal description prepared by _____, and referred to hereafter as the "Easement Premises."

The purpose of this Easement hereby grants to the Grantee as follows:

1. **Exclusive Lift Station Easement.**

A. The exclusive, perpetual right to enter upon the **Northerly 40 feet of the Easement Premises** for construction, operation, repair, replacement, installation, improvement, and maintenance of a **Sanitary Sewer Lift Station**, including but not limited to transmission mains, force mains, manholes, lift stations, collection lines, pipes, pumps, connections, meters, fencing, and gates, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes within said portion of the Easement Premises, and all other related appurtenances for use in connection with the collection or

transmission of wastewater of any nature or originating from any source whether on or off the property of Grantor.

2. Non-Exclusive City Utilities Easement.

A. The perpetual right to enter upon the Easement Premises, **excluding the Northerly 40 feet of the Easement Premises**, to construct, install, operate, maintain, repair, replace and remove underground utility systems, including but not specifically limited to: potable water, reclaimed water, sanitary sewer, drainage, along with associated conduit or pipes; and the right to transmit and convey utilities, together with the right to excavate and refill ditches and trenches for the placement of such lines or pipes within the Easement Premises.

B. Access, ingress and egress for emergency vehicles and government services within the described Easement Premises and over the adjoining lands of the Grantor.

TO HAVE AND TO HOLD the same unto said Grantee and its successors and assigns, together with the right to enter upon said lands and to construct and maintain such uses thereon as described herein, with all such fills, cuts, drains, ditches, trenches, swales and other incidents which said Grantee may deem necessary or convenient in connection therewith.

PROVIDED HOWEVER, Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the property, described herein as Easement Premises, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. This Easement does not convey a right to the public to use the Easement Premises or the adjoining lands nor does it convey any right of possession in the Easement to the public or the Grantee.

Grantor covenants to the Grantee that Grantor is lawfully seized in fee simple and in possession of lands described herein and does fully warrant title to the Easement Premises and will defend the same against any lawful claims of all persons whomsoever.

"Improvements" shall mean anything other than grass, sod, concrete or asphalt pavement, including but not limited to any type of structure, wall, landscape berm, tree, building, surfacing, landscaping (except grass or sod) and the like.

Grantor covenants to the Grantee that Grantor shall not make any Improvements, as defined hereinabove, to the Easement Premises, without the prior written consent of Grantee, which Grantee may withhold in its sole discretion. In the event an Improvement needs to be removed in the opinion of Grantee, or is removed or damaged by or on behalf of Grantee, in connection with Grantee's use of the Easement, Grantee shall not be liable for any such removal or damage of the Improvement. Any and all Improvements are at the sole risk and expense of Grantor. Any expense of Grantee caused by the existence of an Improvement shall be the responsibility of Grantor.

DRAFT

Grantee covenants and agrees that upon completion of any maintenance or repair required of the above and/or underground facilities, the Grantee shall restore the surface of the Easement Premises to the condition in which it existed immediately prior to such activities.

It is expressly understood and agreed that the terms, covenants and conditions of this Easement shall be and constitute covenants running with and binding upon the premises above described and shall constitute an obligation on said premises regardless of title or ownership thereof and regardless of any future change which may take place therein.

*[THIS REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE TO FOLLOW ON NEXT PAGE.]*

DRAFT

IN WITNESS WHEREOF, the Grantor has caused the foregoing Easement to be executed on the day and year first written below.

WITNESSES:

Name: _____

Name: _____

Grantor:

Holiday Harbor Restaurant, Inc.
a Florida corporation

By: _____

Name: Susan Jane Varga

Title: President

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing EXCLUSIVE PERMANENT EASEMENT was acknowledged before me this _____ day of _____, 2018, by Susan Jane Varga in her representative capacity as President of **Holiday Harbor Restaurant, Inc.**, a Florida corporation, on behalf of said company. She is ☐ personally known to me, or ☐ have produced _____ as identification.

Notary Public, State of Florida at Large

Printed name, commission & expiration of commission term



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/06/2018

Consent item: Yes

SUBJECT: (B10) FY19 Budget Calendar

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve FY2019 budget calendar.

SUMMARY: Attached is the proposed FY2019 calendar to plan for the upcoming budget season. This schedule is designed to not conflict with School Board and County Council meetings and also to allow enough time between calendar events to adjust to Council's guidance

Project No.: Funding Account No.:

ATTACHMENTS:

1.	FY19 Budget Calendar	FY19 Budget Calendar.pdf
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Tracey Riehm
Cynthia Burgess
Tracey Riehm
Jake Johansson
Robin Fenwick

Created/Initiated - 02/22/2018
Approved - 02/22/2018
Approved - 02/22/2018
Approved - 02/27/2018
Final Approval - 02/27/2018

FY2019 Budget Calendar

Date	Action
Thursday, January 25	Finance Distributes Capital Improvement Plan (CIP) documents to Departments.
Wednesday, February 21	Human Resources sends current Personnel Roster to Departments.
Friday, February 23	Departments submit CIP requests to Finance. Finance and internal service departments review CIP requests. All requests should tie to the Strategic Plan and conform to the Comprehensive Plan.
March 5 – March 9	Finance meets with Departments to discuss CIP.
March 5 – March 16	Departments work with Human Resources to develop additional personnel recommendations. All requests for additional personnel should tie to Strategic Plan.
Tuesday, March 6	Budget Calendar submitted to Council for approval at their Regular Meeting.
Monday, March 12	Community Development provides a list of new development, for revenue estimating purposes, to Finance.
Friday, March 16	Departments verify and submit current personnel rosters to Human Resources.
Monday, March 19	Departments submit new personnel requests to Human Resources, copying Finance. Related forms requesting Fleet and IT equipment for additional positions must be completed.
Wednesday, March 21	Finance meets with Departments to Review Budget Process and distribute Budget Packets.
Friday, March 23	NaviLine/HTE opens to Departments
Monday, March 26	Finance finalizes initial CIP review and sends to City Manager for review.
March 26 – April 18	Finance Meets with Departments to provide assistance with Budget.
March 26 – April 13	Departments develop new program requests. All requests should tie to Strategic Plan.
March 28 – April 4	City Manager reviews CIP requests with Finance and Departments.
Wednesday April 11	Departments submit new program requests to Finance. Departments must also put these requests in the NaviLine/HTE system as part of their budget.
April 16 – May 4	Finance/HR/Fleet/IT work together to review new position and program requests.
Tuesday, April 17	Finance sends Draft CIP to City Manager and City Council (3 months prior to adoption)
Friday, April 20	NaviLine/HTE system closes for department line item entries.

FY2019 Budget Calendar

Date	Action
Monday, May 7	Finance submits consolidated position/position program requests to City Manager.
May 7 – May 11	City Manager and Finance review new position/program requests with Departments.
May 11 – June 22	Finance creates preliminary draft budgets.
Friday, June 1	Finance submits preliminary revenue estimates to City Manager
Friday, June 22	Finance submits preliminary draft budget to City Manager and departments.
June 25 – 30	City Manager reviews preliminary operating and capital budgets with Department Heads.
Tuesday, June 26	City Council conducts workshop on CIP.
Beginning of July (TBD)	Property Appraiser releases preliminary tax roll. (Form DR-420)
July 2 – 3	Council provides City Manager guidance.
July 5 – 6	Finance adjusts budget as needed.
Friday, July 6	Preliminary proposed budget submitted to City Manager
Tuesday, July 17	Budget workshop on all operating and capital budgets • City Council sets proposed millage rate. City Council sets public hearing dates for tentative and final adoption (1 st hearing date must be within 80 days after certification of values and cannot conflict with County or School Board hearing dates).
Wednesday, August 1	Deadline for submitting proposed millage rate to Property Appraiser, and time, date, and place of 1 st Public Hearing to Property Appraiser (Form DR-420).
Tuesday, August 7	City Council adopts CIP Program in concept by Resolution. (Must be on or before August 15 th).
Friday, August 24	Post proposed budget on website.
Wednesday, September 5 Special Meeting	1 st Public Hearing to adopt tentative millage (must be within 80 days but no earlier than 65 days after certification of values, 09/03 - 09/18, cannot conflict with County or School Board hearing dates)
Friday, September 7	Advertise 2 nd Public Hearing with Budget Summary (within 15 days after the tentative budget hearing)
Wednesday, September 19 Special Meeting	Public Hearing to adopt final budget and millage resolutions (Must be within 20 days of first Public Hearing and cannot conflict with County or School Board hearing dates)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/06/2018

Consent item: No

SUBJECT: (C11) Silver Sands Middle School Students - Lighting at Skatepark (5 minutes)

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: Some Silver Sands Middle School students are interested in exploring options for lighting the City Skate park to increase the skating time.

Although not thoroughly staffed yet initial estimates from vendors we commonly use provided us the following:

LED lights 20 plus footcandles in stalled \$110,000-140,000

Includes 25-year warranty, controls, foundation engineering, contactor cabinets, freight.

FPL does not have grant money available for this type application.

Staff suggests the students address the Parks and Recreation Advisory Board and/or the Youth Advisory Board for consideration as well.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	letter to city	letter to city.docx
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Robin Fenwick
Jake Johansson
Robin Fenwick

Created/Initiated - 02/19/2018
Approved - 02/22/2018
Final Approval - 02/22/2018

To: The Port Orange City Council,

March 1, 2018

We would like to have the chance to speak to you about adding the lights to the Port Orange Skate Park. For many of us, that like skateboarding, our time is cut short after we go home, finish homework and have dinner. We would like to talk about having lights at the park to give us more opportunity to skate.

We think that lights could be on a timer or maybe a police officer or city employee could turn them off. We don't have a plan to pay for the lights, but we know that baseball and softball fields, tennis courts and soccer fields are lit up at night, and, that the skateboard park lights could be included in with them.

We look forward to talking to you about the lights.

Thank you,

Michael Ingram

Reed Stanford

**The Golf Club at Cypress Head
Course Cash Flow Report
January 31, 2018**

	<u>January</u>	<u>YTD</u>
EBITDA	\$11,030.26	\$6,534.84
Management Fee Expense	(6,684.04)	(26,736.16)
Depreciation & Amortization	78.71	(382.12)
Net Income	4,424.93	(20,583.44)
Working Capital Changes		
Inventory	(1,565.54)	(6,196.60)
Receivables	(51.99)	97,614.96
Payables	2,595.55	(7,200.25)
Due to from the City	(113.66)	450.08
Prepays	5,168.83	10,193.84
Accrued Liabilities	5,361.27	(19,107.54)
Other Liabilities	(16,429.47)	(88,887.01)
Depreciation & Amortization	(78.71)	382.12
Operating Cash Flow	(688.79)	(33,333.84)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(688.79)</u>	<u>(33,333.84)</u>
Beginning Cash	182,274.74	214,919.79
Net Cash Flows	<u>(688.79)</u>	<u>(33,333.84)</u>
Ending Cash	<u>181,585.95</u>	<u>181,585.95</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Four Months Ending January 31, 2018

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	119,071	389,335	1,146,664	34%	95,010	361,724	1,180,861	31%
Merchandise	4,935	20,568	63,915	32%	3,383	20,333	59,537	34%
Other Pro Shop	1,480	3,234	13,751	24%	967	2,082	11,927	17%
Range	3,619	11,971	35,853	33%	2,917	11,762	36,706	32%
Food and Beverage	0	0	15,788		14,764	79,551	146,600	54%
Other Operating Revenues	3,968	13,409	39,356	34%	2,897	12,067	39,944	30%
TOTAL REVENUE	133,073	438,517	1,315,327	33%	119,938	487,519	1,475,576	33%
COST OF SALES								
Merchandise	2,894	11,988	37,436	32%	1,887	12,301	38,699	32%
Food & Beverage	0	0	6,042		5,918	30,285	53,858	56%
TOTAL COGS	2,894	11,988	43,478	28%	7,805	42,586	92,557	46%
COGS - Merchandise %	58.6%	58.3%	58.6%	99.5%	55.8%	60.5%	65.0%	93.1%
COGS - Food %			38.3%		40.1%	38.2%	36.7%	103.9%
PAYROLL								
Course and Grounds	31,258	122,676	341,675	36%	20,948	95,342	375,767	25%
Carts, Range, Starters, Etc.	8,001	28,221	86,435	33%	7,113	30,589	99,348	31%
Pro Shop	3,982	15,069	42,904	35%	3,889	13,418	52,439	26%
Food and Beverage	0	0	9,850		11,153	55,038	74,205	74%
General and Administrative	11,184	43,329	133,923	32%	13,185	46,987	152,526	31%
Marketing	3,870	16,334	49,654	33%	4,051	17,037	49,611	34%
TOTAL PAYROLL	58,294	225,629	664,441	34%	60,339	258,412	803,897	32%
OPERATING EXPENSES								
Course and Grounds	16,748	73,852	252,335	29%	12,965	56,264	280,678	20%
Carts, Range, Starters, Etc.	6,625	27,326	80,327	34%	6,391	28,033	83,934	33%
Pro Shop	150	1,213	6,324	19%	249	59	7,954	1%
Food and Beverage	0	0	1,413		4,754	13,824	18,372	75%
General and Administrative	18,189	84,370	210,751	40%	14,837	75,328	209,750	36%
Marketing	2,000	6,820	22,941	30%	1,569	6,478	30,260	21%
TOTAL OPERATING EXPENSES	43,711	193,581	574,091	34%	40,764	179,986	630,948	29%
TOTAL EXPENSES	104,898	431,199	1,282,010	34%	108,908	480,984	1,527,402	31%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,713)	(22,851)	(69,411)	33%	(6,684)	(26,736)	(73,696)	36%
Depreciation & Amortization	(154)	(612)	(1,146)	53%	79	(382)	(4,572)	8%
TOTAL OTHER INCOME (EXPENSE)	(5,866)	(23,464)	(70,557)	33%	(6,605)	(27,118)	(78,268)	35%
NET INCOME	22,308	(16,145)	(37,241)	43%	4,425	(20,583)	(130,094)	16%
Paid Rounds	3,645	12,223	36,904	7%	2,704	11,392	37,150	31%
Annual Pass Rounds	904	3,109	8,095	8%	556	2,283	8,542	27%
Other Rounds	233	918	2,719	7%	202	889	2,924	30%
Total Rounds	4,782	16,250	47,718	7%	3,462	14,564	48,615	30%
Revenue/Paid Rounds	37	36	35.64	94%	44	43	40	108%
Revenue/Total Rounds	28	27	27.56	91%	35	33	30	110%

The Golf Club at Cypress Head
For the Four Months Ending January 31, 2018

	<u>01/31/18</u>	<u>09/30/17</u>	<u>01/31/17</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	144,331	191,390	37,127
Cash - Payroll	35,705	21,980	0
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	700	700	500
Total Cash	<u>181,586</u>	<u>214,920</u>	<u>38,477</u>
Accounts Receivable			
A/R Member	1,042	98,657	622
Total Accounts Receivable	<u>1,042</u>	<u>98,657</u>	<u>622</u>
Other Current Assets			
Inventory - Merchandise	17,918	13,394	23,197
Inventory - Food & Beverage	9,660	7,988	0
Prepaid Insurance	12,414	21,005	10,897
Prepaid Exp - Other	1,455	3,059	38,694
Total Other Current Assets	<u>41,448</u>	<u>45,445</u>	<u>72,788</u>
TOTAL CURRENT ASSETS	<u>224,076</u>	<u>359,022</u>	<u>111,887</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(25,765)	(25,383)	(24,849)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>10,383</u>	<u>10,765</u>	<u>11,299</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	3,000	3,000	0
TOTAL OTHER ASSETS	<u>3,000</u>	<u>3,000</u>	<u>0</u>
TOTAL ASSETS	<u><u>237,459</u></u>	<u><u>372,787</u></u>	<u><u>123,186</u></u>

The Golf Club at Cypress Head
For the Four Months Ending January 31, 2018

	<u>01/31/18</u>	<u>09/30/17</u>	<u>01/31/17</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	17,378	24,579	19,838
Accts Pay - Other	22,035	21,585	(109,821)
Accrued Expenses	494	4,190	2,476
Accrued Payroll	25,336	28,213	20,976
Accrued Taxes	6,753	13,317	11,339
Accrued Interest	0	5,971	0
Deferred Revenue	186,048	274,935	194,526
TOTAL CURRENT LIABILITIES	<u>258,044</u>	<u>372,789</u>	<u>139,333</u>
 TOTAL LIABILITIES	 <u>258,044</u>	 <u>372,789</u>	 <u>139,333</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(20,585)</u>	<u>(1)</u>	<u>(16,147)</u>
Net Retained Earnings	<u>(20,585)</u>	<u>(1)</u>	<u>(16,147)</u>
Stockholders Equity	<u>(20,585)</u>	<u>(1)</u>	<u>(16,147)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(20,585)</u>	<u>(1)</u>	<u>(16,147)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>237,459</u></u>	 <u><u>372,787</u></u>	 <u><u>123,186</u></u>

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The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending January 31, 2018

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												
57,086	69,741	82%	69,050	83%	Green Fees	219,621	232,855	94%	230,550	95%	703,233	659,583
37,924	50,021	76%	50,021	76%	Cart Fee	142,102	158,786	89%	158,786	89%	477,628	459,469
0	0	0%	0	0%	Merchandise	0	0	0%	0	0%	0	30
(39)	380	-10%	380	-10%	Handicap Fee	81	700	12%	700	12%	4,538	4,011
936	840	111%	840	111%	Lessons	1,241	1,764	70%	1,764	70%	4,480	5,748
70	260	27%	260	27%	Rental Clubs	760	770	99%	770	99%	2,909	2,940
3,383	4,935	69%	4,935	69%	Retail	20,333	20,568	99%	20,568	99%	59,537	63,651
2,917	3,619	81%	3,619	81%	Range	11,762	11,971	98%	11,971	98%	36,706	35,644
7,290	11,200	65%	0	0%	Food & Beverage	43,134	63,000	68%	0	0%	88,400	51,531
4,134	5,500	75%	0	0%	Beer	20,236	22,000	92%	0	0%	33,000	25,757
2,894	3,000	96%	0	0%	Liquor	13,376	14,900	90%	0	0%	20,900	14,922
447	500	89%	0	0%	Wine	2,613	3,300	79%	0	0%	4,300	2,937
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
2,897	4,007	72%	3,968	73%	City Surcharge R & R	12,067	13,543	89%	13,409	90%	39,944	38,014
119,938	154,003	78%	133,073	90%	Total Revenues	487,519	544,157	90%	438,517	111%	1,475,576	1,364,328
COST OF GOODS SOLD												
1,887	3,208	59%	2,894	65%	COGS - Merchandise	12,301	13,369	92%	11,988	103%	38,699	37,749
3,099	4,256	73%	0	0%	COGS - Food & Beverage	16,960	23,706	72%	0	0%	33,358	19,526
1,632	2,475	66%	0	0%	COGS - Beer	8,736	8,480	103%	0	0%	13,430	11,405
974	1,080	90%	0	0%	COGS - Liquor	3,563	3,698	96%	0	0%	5,858	4,271
213	180	119%	0	0%	COGS - Wine	1,025	852	120%	0	0%	1,212	1,124
7,805	11,199	70%	2,894	270%	Total COGS	42,586	50,105	85%	11,988	355%	92,557	74,076
112,133	142,804	79%	130,179	86%	GROSS MARGIN	444,933	494,052	90%	426,529	104%	1,383,019	1,290,253
55.77%	65.00%	85.80%	58.64%	95.11%	COGS - Merchandise %	60.50%	65.00%	93.07%	58.29%	103.79%	65.00%	706.57%
42.51%	38.00%	111.86%	0.00%	0.00%	COGS - Food & Beverage %	39.32%	37.63%	104.49%	0.00%	0.00%	37.74%	189.92%
39.48%	45.00%	87.73%	0.00%	0.00%	COGS - Beer %	43.17%	38.55%	112.00%	0.00%	0.00%	40.70%	220.84%
33.66%	36.00%	93.51%	0.00%	0.00%	COGS - Liquor %	26.64%	24.82%	107.32%	0.00%	0.00%	28.03%	152.58%
47.73%	36.00%	132.59%	0.00%	0.00%	COGS - Wine %	39.25%	25.82%	152.02%	0.00%	0.00%	28.19%	195.74%
40.08%	39.56%	101.33%	0.00%	0.00%	COGS - All Food & Bev	38.16%	35.60%	107.20%	0.00%	0.00%	36.74%	191.54%
PAYROLL												
17,647	20,854	85%	20,561	86%	Gross Payroll - Salaried	65,520	83,414	79%	82,324	80%	250,243	215,352
5,110	5,100	100%	0	0%	Gross Kitchen Payroll - Salaried	22,033	20,100	110%	0	0%	30,300	27,033
22,367	29,252	76%	26,552	84%	Gross Payroll - Hourly	102,041	116,063	88%	101,839	100%	344,414	303,075
4,434	6,500	68%	0	0%	Gross Kitchen Payroll - Hourly	24,441	18,500	132%	0	0%	31,500	28,198
49,558	61,705	80%	47,113	105%	S/T Wages	214,035	238,077	90%	184,164	116%	656,457	573,658
3,516	4,783	74%	3,504	100%	Payroll Tax - FICA	15,537	18,010	86%	13,800	113%	50,141	42,915
518	1,127	46%	752	69%	Payroll Tax - UC	1,359	3,367	40%	1,571	87%	7,216	3,840
835	1,165	72%	773	108%	Payroll Tax - WC	4,131	4,344	95%	3,525	117%	12,064	10,817
5,912	7,127	83%	6,152	96%	Benefits	23,349	27,006	86%	22,570	103%	78,017	65,995
10,781	14,202	76%	11,181	96%	S/T Adders	44,376	52,728	84%	41,465	107%	147,439	123,566
60,339	75,907	79%	58,294	104%	TOTAL PAYROLL	258,412	290,805	89%	225,629	115%	803,897	697,224
OPERATING EXPENSES												
68	50	137%	0	0%	Bar Supplies	144	950	15%	0	0%	1,050	406
0	411	0%	411	0%	Cart Supplies	608	867	70%	867	70%	2,502	1,517
0	1,250	0%	0	0%	Chemicals	2,461	4,400	56%	0	0%	11,200	2,461
0	189	0%	187	0%	Course Accessories	188	3,460	5%	3,079	6%	5,293	1,424
1,488	600	248%	0	0%	Dining Room Supplies	3,157	1,350	234%	0	0%	2,550	3,324
2,013	2,500	81%	1,277	158%	Fertilizer	5,360	12,261	44%	10,150	53%	38,785	23,500
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	0
819	1,550	53%	1,535	53%	Fuel	3,641	4,965	73%	4,124	88%	15,034	12,348
0	835	0%	1,322	0%	Fungicides	850	2,166	39%	2,393	36%	6,363	3,671
773	600	129%	1,902	41%	Herbicides	4,683	7,164	65%	5,638	83%	28,748	17,181
75	500	15%	858	9%	Insecticides	1,119	3,998	28%	6,185	18%	21,533	26,677
706	368	192%	368	192%	Janitorial Supplies	1,999	1,064	188%	914	219%	4,233	4,571
173	200	87%	0	0%	Kitchen Supplies	550	950	58%	0	0%	1,350	804
120	200	60%	0	0%	Laundry/Linens	987	1,250	79%	0	0%	1,650	1,064
0	0	0%	0	0%	Laundry/Uniforms	1,212	209	581%	209	581%	1,282	2,035
795	360	221%	610	130%	Office Supplies	3,341	1,566	213%	1,466	228%	3,986	5,724
0	0	0%	0	0%	Range Balls	1,325	1,455	91%	1,455	91%	3,055	2,385
0	117	0%	117	0%	Range Equipment	294	705	42%	455	65%	1,789	1,004
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	0
0	1,000	0%	0	0%	Sand/Topdress	1,011	3,600	28%	1,925	53%	14,959	8,116
0	0	0%	0	0%	Seeds/Trees	0	4,444	0%	4,400	0%	4,444	0
147	0	0%	0	0%	Small Tools	221	617	36%	611	36%	821	1,010
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	842	800
249	0	0%	0	0%	Supplies	249	878	28%	1,777	28%	1,777	298
0	0	0%	0	0%	Tournament Expense	(278)	0	-928300%	(425)	66%	500	(49)
169	221	76%	321	53%	Alarm System	537	1,015	53%	1,465	37%	2,215	2,085

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending January 31, 2018

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
137	100	137%	0	0%	Cart Repairs	589	400	147%	0	0%	1,233	622
151	190	80%	190	80%	Computer Service	606	762	80%	762	80%	2,969	2,929
812	812	100%	0	0%	Contract Cleaning	3,301	3,248	102%	0	0%	4,872	3,680
0	0	0%	0	0%	Guest Relations	64	0	-106500%	32	200%	0	64
0	150	0%	150	0%	Handicap Expense	0	300	0%	300	0%	4,360	4,433
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
0	750	0%	0	0%	Irrigation	1,587	2,257	70%	452	351%	6,422	6,907
0	75	0%	0	0%	Lesson Expense	0	150	0%	0	0%	426	0
0	125	0%	0	0%	Pest Control	375	500	75%	0	0%	750	500
2,472	2,465	100%	1,500	165%	Repair & Maint - Equipment	7,737	9,779	79%	7,667	101%	26,348	29,329
487	600	81%	1,669	29%	Repair & Maint - Building	1,170	1,564	75%	2,333	50%	3,807	2,507
5,356	5,356	100%	5,356	100%	Cart Lease	21,423	21,423	100%	21,423	100%	64,268	64,268
5,466	5,466	100%	4,886	112%	Equipment Lease	21,874	21,865	100%	19,545	112%	64,692	61,114
168	168	100%	168	100%	Off-Site Storage	672	672	100%	672	100%	2,016	2,016
1,108	968	114%	966	115%	Utilities - Electric	4,658	4,052	115%	4,042	115%	13,296	13,988
1,608	600	268%	0	0%	Utilities - Gas	4,052	2,400	169%	0	0%	3,600	4,052
2,993	5,015	60%	4,991	60%	Utilities - Other	12,307	16,454	75%	16,386	75%	46,571	49,104
248	240	103%	95	262%	Utilities - Telephone/Fax	553	1,044	53%	1,096	50%	3,037	2,653
204	238	86%	236	87%	Utilities - Water	888	1,001	89%	991	90%	2,887	2,965
1,569	2,000	78%	2,000	76%	Advertising & Promotion	6,535	8,608	76%	5,808	113%	26,647	20,155
366	500	73%	588	62%	Bank Charges	1,815	1,373	132%	2,024	90%	4,240	5,860
(575)	0	-169253%	116	-495%	Cash Short/(Over)	(1,165)	0	-3881933%	499	-233%	0	(2,350)
200	200	100%	150	133%	Cell Phone	750	800	94%	800	94%	2,400	2,050
2,897	4,007	72%	3,968	73%	City Surcharge R & R	12,067	13,541	89%	13,409	90%	39,942	38,014
0	0	0%	0	0%	Copier/Photocopies	0	108	0%	18	0%	442	693
1,851	1,702	109%	1,702	109%	Credit Card Discounts	10,458	9,282	113%	9,282	113%	27,270	25,585
0	0	0%	0	0%	Donations	0	0	0%	(267)	0%	200	0
0	220	0%	220	0%	Dues & Subscriptions	200	220	91%	220	91%	1,179	1,019
0	529	0%	525	0%	Education & Training	0	529	0%	525	0%	779	0
20	200	10%	200	10%	Employee Relations	1,008	1,155	87%	1,155	87%	2,096	1,574
0	0	0%	0	0%	Employee Testing	93	205	46%	203	46%	440	504
4,341	3,974	109%	3,858	113%	Insurance Expense	17,365	15,898	109%	15,434	113%	47,691	49,845
0	40	0%	0	0%	Member Relations	0	158	0%	38	0%	478	27
26	0	0%	0	0%	Messenger Service - Fedex	142	104	137%	104	137%	379	230
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	864	-7%	0	2,443
0	0	0%	0	0%	O/S - Accounting	10,000	12,500	80%	12,000	83%	12,500	10,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	0	0%	0	0%	O/S - Other	0	0	0%	350	0%	9,842	12,600
535	450	119%	646	83%	Payroll Processing Fee	2,478	1,800	138%	4,526	55%	5,398	8,340
108	43	253%	43	253%	Postage/Shipping	477	185	257%	185	257%	801	1,230
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(120)	(120)	100%	(120)	100%	(82)	330
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
638	0	0%	567	113%	Travel - Meals	843	0	0%	695	121%	0	1,857
10	1,194	1%	44	22%	Travel - Other	729	5,042	14%	4,342	17%	16,914	6,044
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
0	0	0%	0	0%	Employee Meals	50	0	0%	0	0%	0	110
40,764	49,297	83%	43,711	93%	TOTAL OPERATING EXPENSES	179,986	218,591	82%	193,581	93%	630,948	560,496
11,030	17,600	63%	28,175	39%	EBITDA	6,535	(15,344)	-43%	7,318	89%	(51,825)	32,533
6,684	6,570	102%	5,713	117%	Management Fee	26,736	26,279	102%	22,851	117%	73,696	73,296
6,684	6,570	102%	5,713	117%	Management Fees	26,736	26,279	102%	22,851	117%	73,696	73,296
(18)	98	-19%	37	-49%	Deprec - Mach & Equip	92	392	24%	147	63%	1,176	222
(61)	283	-21%	117	-52%	Deprec - Buildings	290	1,132	26%	465	62%	3,396	694
(79)	381	-21%	154	-51%	S/T DEPR. & AMORT	382	1,524	25%	612	62%	4,572	916
4,425	10,649	42%	22,308	20%	NET INCOME	(20,583)	(43,148)	48%	(16,145)	127%	(130,094)	(41,679)

The Golf Club at Cypress Head
Course & Grounds
For the Four Months Ending January 31, 2018

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												
57,086	69,741	82%	69,050	83%	Green Fees	219,621	232,855	94%	230,550	95%	703,233	659,583
2,897	4,007	72%	3,968	73%	City Surcharge R & R	12,067	13,543	89%	13,409	90%	39,944	38,014
59,983	73,748	81%	73,018	82%	Total Revenues	231,688	246,398	94%	243,959	95%	743,178	697,597
59,983	73,748	81%	73,018	82%	GROSS MARGIN	231,688	246,398	94%	243,959	95%	743,178	697,597
PAYROLL												
6,464	8,083	80%	9,075	71%	Gross Payroll - Salaried	20,365	32,333	63%	36,142	56%	97,000	73,491
11,742	17,670	66%	15,736	75%	Gross Payroll - Hourly	59,300	70,112	85%	62,853	94%	208,055	182,938
18,206	25,754	71%	24,811	73%	S/T Wages	79,666	102,445	78%	98,995	80%	305,055	256,429
1,270	1,970	64%	1,743	73%	Payroll Tax - FICA	5,679	7,837	72%	7,014	81%	23,337	18,477
189	536	35%	385	49%	Payroll Tax - UC	426	579	74%	890	48%	2,330	1,575
306	471	65%	399	77%	Payroll Tax - WC	1,551	1,872	83%	1,773	87%	5,573	4,706
977	3,289	30%	3,920	25%	Benefits	8,021	13,157	61%	14,004	57%	39,472	33,154
2,742	6,266	44%	6,447	43%	S/T Adders	15,677	23,446	67%	23,681	66%	70,712	57,912
20,948	32,019	65%	31,258	67%	TOTAL PAYROLL	95,342	125,891	76%	122,676	78%	375,767	314,342
OPERATING EXPENSES												
0	1,250	0%	0	0%	Chemicals	2,461	4,400	56%	0	0%	11,200	2,461
0	189	0%	187	0%	Course Accessories	188	3,460	5%	3,079	6%	5,293	1,424
2,013	2,500	81%	1,277	158%	Fertilizer	5,360	12,261	44%	10,150	53%	38,785	23,500
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	750	0
819	1,550	53%	1,535	53%	Fuel	3,641	4,965	73%	4,124	88%	15,034	12,348
0	835	0%	1,322	0%	Fungicides	850	2,166	39%	2,393	36%	6,363	3,671
773	600	129%	1,902	41%	Herbicides	4,683	7,164	65%	5,638	83%	28,748	17,181
75	500	15%	858	9%	Insecticides	1,119	3,998	28%	6,185	18%	21,533	26,677
0	1,000	0%	0	0%	Sand/Topdress	1,011	3,600	28%	1,925	53%	14,959	8,116
0	0	0%	0	0%	Seeds/Trees	0	4,444	0%	4,400	0%	4,444	0
147	0	0%	0	0%	Small Tools	221	617	36%	611	36%	821	1,010
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	0	0%	0	0%	842	800
0	750	0%	0	0%	Irrigation	1,587	2,257	70%	452	351%	6,422	6,907
2,002	1,815	110%	1,500	133%	Repair & Maint - Equipment	6,978	7,378	95%	5,689	123%	22,304	27,498
100	100	100%	0	0%	Repair & Maint - Building	100	400	25%	0	0%	1,200	110
5,316	5,316	100%	4,886	109%	Equipment Lease	21,264	21,265	100%	19,545	109%	63,792	60,354
211	226	93%	224	94%	Utilities - Electric	863	926	93%	916	94%	2,810	2,749
1,202	2,470	49%	2,446	49%	Utilities - Other	4,546	6,947	65%	6,879	66%	19,255	22,256
102	100	102%	0	0%	Utilities - Telephone/Fax	408	401	102%	298	137%	1,171	1,316
204	238	86%	236	87%	Utilities - Water	888	1,001	89%	991	90%	2,887	2,965
0	379	0%	375	0%	Education & Training	0	379	0%	375	0%	429	0
0	0	0%	0	0%	Employee Relations	0	0	0%	0	0%	201	0
0	0	0%	0	0%	Employee Testing	93	205	46%	203	46%	440	504
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	9,842	12,600
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	303	300
0	50	0%	0	0%	Travel - Other	0	200	0%	0	0%	851	0
12,965	19,868	65%	16,748	77%	TOTAL OPERATING EXPENSES	56,264	88,434	64%	73,852	76%	280,678	234,747
26,070	21,860	119%	25,012	104%	EBITDA	80,082	32,074	250%	47,431	169%	86,733	148,509
26,070	21,860	119%	25,012	104%	NET INCOME	80,082	32,074	250%	47,431	169%	86,733	148,509

The Golf Club at Cypress Head
Carts
For the Four Months Ending January 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
37,924	50,021	76%	50,021	76%	REVENUES	142,102	158,786	89%	158,786	89%	477,628	459,469
37,924	50,021	76%	50,021	76%	Cart Fee	142,102	158,786	89%	158,786	89%	477,628	459,469
37,924	50,021	76%	50,021	76%	Total Revenues	142,102	158,786	89%	158,786	89%	477,628	459,469
37,924	50,021	76%	50,021	76%	GROSS MARGIN	142,102	158,786	89%	158,786	89%	477,628	459,469
6,437	7,569	85%	7,225	89%	PAYROLL	27,546	30,031	92%	25,361	109%	89,117	79,837
6,437	7,569	85%	7,225	89%	Gross Payroll - Hourly	27,546	30,031	92%	25,361	109%	89,117	79,837
492	579	85%	549	90%	S/T Wages	2,196	2,297	96%	1,997	110%	6,817	6,305
70	157	45%	111	64%	Payroll Tax - FICA	296	445	67%	354	84%	1,107	1,107
105	138	76%	108	98%	Payroll Tax - UC	515	549	94%	485	106%	1,628	1,452
8	9	85%	9	92%	Payroll Tax - WC	35	37	95%	25	144%	111	102
675	884	76%	776	87%	Benefits	3,043	3,329	91%	2,861	106%	10,231	8,966
7,113	8,453	84%	8,001	89%	S/T Adders	30,589	33,360	92%	28,221	108%	99,348	88,803
0	411	0%	411	0%	TOTAL PAYROLL	608	867	70%	867	70%	2,502	1,517
137	100	137%	0	0%	OPERATING EXPENSES	589	400	147%	0	0%	1,233	622
5,356	5,356	100%	5,356	100%	Cart Supplies	21,423	21,423	100%	21,423	100%	64,268	64,268
898	742	121%	742	121%	Cart Repairs	3,795	3,126	121%	3,126	121%	10,486	11,239
6,391	6,608	97%	6,508	98%	Cart Lease	26,414	25,816	102%	25,416	104%	78,490	77,645
24,420	34,960	70%	35,512	69%	Utilities - Electric	85,099	99,610	85%	105,148	81%	299,790	293,021
24,420	34,960	70%	35,512	69%	TOTAL OPERATING EXPENSES	85,099	99,610	85%	105,148	81%	299,790	293,021
24,420	34,960	70%	35,512	69%	EBITDA	85,099	99,610	85%	105,148	81%	299,790	293,021
24,420	34,960	70%	35,512	69%	NET INCOME	85,099	99,610	85%	105,148	81%	299,790	293,021

The Golf Club at Cypress Head
Range
For the Four Months Ending January 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,917	3,619	81%	3,619	81%	REVENUES							
2,917	3,619	81%	3,619	81%	Range	11,762	11,971	98%	11,971	98%	36,706	35,644
2,917	3,619	81%	3,619	81%	Total Revenues	11,762	11,971	98%	11,971	98%	36,706	35,644
2,917	3,619	81%	3,619	81%	GROSS MARGIN	11,762	11,971	98%	11,971	98%	36,706	35,644
0	0	0%	0	0%	OPERATING EXPENSES							
0	117	0%	117	0%	Range Balls	1,325	1,455	91%	1,455	91%	3,055	2,385
0	0	0%	0	0%	Range Equipment	294	705	42%	455	65%	1,789	1,004
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	0	0
0	0	0%	0	0%	Repair & Maint - Equipment	0	300	0%	0	0%	600	0
0	117	0%	117	0%	TOTAL OPERATING EXPENSES	1,619	2,460	66%	1,910	85%	5,444	3,389
2,917	3,502	83%	3,502	83%	EBITDA	10,143	9,511	107%	10,061	101%	31,262	32,255
2,917	3,502	83%	3,502	83%	NET INCOME	10,143	9,511	107%	10,061	101%	31,262	32,255

The Golf Club at Cypress Head
F & B Cafe
For the Four Months Ending January 31, 2018

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												
7,290	11,200	65%	0	0%	Food & Beverage	43,134	63,000	68%	0	0%	88,400	51,531
4,134	5,500	75%	0	0%	Beer	20,236	22,000	92%	0	0%	33,000	25,757
2,894	3,000	96%	0	0%	Liquor	13,376	14,900	90%	0	0%	20,900	14,922
447	500	89%	0	0%	Wine	2,613	3,300	79%	0	0%	4,300	2,937
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
14,764	20,200	73%	0	0%	Total Revenues	79,551	103,200	77%	0	0%	146,600	95,338
COST OF GOODS SOLD												
3,099	4,256	73%	0	0%	COGS - Food & Beverage	16,960	23,706	72%	0	0%	33,358	19,526
1,632	2,475	66%	0	0%	COGS - Beer	8,736	8,480	103%	0	0%	13,430	11,405
974	1,080	90%	0	0%	COGS - Liquor	3,563	3,698	96%	0	0%	5,858	4,271
213	180	119%	0	0%	COGS - Wine	1,025	852	120%	0	0%	1,212	1,124
5,918	7,991	74%	0	0%	Total COGS	30,285	36,736	82%	0	0%	53,858	36,327
8,846	12,209	72%	0	0%	GROSS MARGIN	49,266	66,464	74%	0	0%	92,742	59,012
42.51%	38.00%	111.86%	0.00%	0.00%	COGS - Food & Beverage %	39.32%	37.63%	104.49%	0.00%	0.00%	37.74%	189.92%
39.48%	45.00%	87.73%	0.00%	0.00%	COGS - Beer %	43.17%	38.55%	112.00%	0.00%	0.00%	40.70%	220.84%
33.66%	36.00%	93.51%	0.00%	0.00%	COGS - Liquor %	26.64%	24.82%	107.32%	0.00%	0.00%	28.03%	152.58%
47.73%	36.00%	132.59%	0.00%	0.00%	COGS - Wine %	39.25%	25.82%	152.02%	0.00%	0.00%	28.19%	195.74%
40.08%	39.56%	101.33%	0.00%	0.00%	COGS - All Food & Bev	38.16%	35.60%	107.20%	0.00%	0.00%	36.74%	191.54%
PAYROLL												
5,110	5,100	100%	0	0%	Gross Kitchen Payroll - Salaried	22,033	20,100	110%	0	0%	30,300	27,033
4,434	6,500	68%	0	0%	Gross Kitchen Payroll - Hourly	24,441	18,500	132%	0	0%	31,500	28,198
9,544	11,600	82%	0	0%	S/T Wages	46,474	38,600	120%	0	0%	61,800	55,231
659	950	69%	0	0%	Payroll Tax - FICA	3,458	2,750	126%	0	0%	4,650	4,326
105	85	123%	0	0%	Payroll Tax - UC	401	1,885	21%	0	0%	2,055	496
167	250	67%	0	0%	Payroll Tax - WC	911	700	130%	0	0%	1,200	1,041
678	1,000	68%	0	0%	Benefits	3,794	2,500	152%	0	0%	4,500	3,794
1,609	2,285	70%	0	0%	S/T Adders	8,564	7,835	109%	0	0%	12,405	9,657
11,153	13,885	80%	0	0%	TOTAL PAYROLL	55,038	46,435	119%	0	0%	74,205	64,888
OPERATING EXPENSES												
68	50	137%	0	0%	Bar Supplies	144	950	15%	0	0%	1,050	406
1,488	600	248%	0	0%	Dining Room Supplies	3,157	1,350	234%	0	0%	2,550	3,324
173	200	87%	0	0%	Kitchen Supplies	550	950	58%	0	0%	1,350	804
120	200	60%	0	0%	Laundry/Linens	987	1,250	79%	0	0%	1,650	1,064
0	50	0%	0	0%	Office Supplies	316	200	158%	0	0%	300	316
812	812	100%	0	0%	Contract Cleaning	3,301	3,248	102%	0	0%	4,872	3,680
0	125	0%	0	0%	Pest Control	0	500	0%	0	0%	750	125
335	150	223%	0	0%	Repair & Maint - Equipment	624	1,050	59%	0	0%	1,350	624
150	150	100%	0	0%	Equipment Lease	610	600	102%	0	0%	900	760
1,608	600	268%	0	0%	Utilities - Gas	4,052	2,400	169%	0	0%	3,600	4,052
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
4,754	2,937	162%	0	0%	TOTAL OPERATING EXPENSES	13,824	12,498	111%	0	0%	18,372	15,237
(7,061)	(4,613)	153%	0	0%	EBITDA	(19,596)	7,531	-260%	0	0%	165	(21,113)
857	857	100%	0	0%	Management Fee	3,428	3,428	100%	0	0%	5,142	4,285
857	857	100%	0	0%	Management Fees	3,428	3,428	100%	0	0%	5,142	4,285
(7,918)	(5,470)	145%	0	0%	NET INCOME	(23,023)	4,103	-561%	0	0%	(4,977)	(25,398)

The Golf Club at Cypress Head
Golf Shop
For the Four Months Ending January 31, 2018

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	30
(39)	380	-10%	380	-10%	Handicap Fee	81	700	12%	700	12%	4,538	4,011
936	840	111%	840	111%	Lessons	1,241	1,764	70%	1,764	70%	4,480	5,748
70	260	27%	260	27%	Rental Clubs	760	770	99%	770	99%	2,909	2,840
3,383	4,935	69%	4,935	69%	Retail	20,333	20,568	99%	20,568	99%	59,537	63,651
4,350	6,415	68%	6,415	68%	Total Revenues	22,416	23,802	94%	23,802	94%	71,464	76,280
COST OF GOODS SOLD												
1,887	3,208	59%	2,894	65%	COGS - Merchandise	12,301	13,369	92%	11,988	103%	38,699	37,749
1,887	3,208	59%	2,894	65%	Total COGS	12,301	13,369	92%	11,988	103%	38,699	37,749
2,464	3,207	77%	3,521	70%	GROSS MARGIN	10,114	10,433	97%	11,813	86%	32,765	38,531
55.77%	65.00%	85.80%	58.64%	95.11%	COGS - Merchandise %	60.50%	65.00%	93.07%	58.29%	103.79%	65.00%	706.57%
PAYROLL												
3,505	4,012	87%	3,592	98%	Gross Payroll - Hourly	12,143	15,920	76%	13,626	89%	47,241	37,249
3,505	4,012	87%	3,592	98%	S/T Wages	12,143	15,920	76%	13,626	89%	47,241	37,249
289	307	94%	276	105%	Payroll Tax - FICA	959	1,218	79%	1,064	90%	3,614	2,964
38	83	46%	59	65%	Payroll Tax - UC	87	192	46%	130	67%	721	358
57	73	78%	56	102%	Payroll Tax - WC	229	291	79%	249	92%	863	684
384	464	83%	390	98%	S/T Adders	1,275	1,700	75%	1,443	88%	5,198	4,005
3,889	4,476	87%	3,982	98%	TOTAL PAYROLL	13,418	17,620	76%	15,069	89%	52,439	41,254
OPERATING EXPENSES												
0	0	0%	0	0%	Office Supplies	89	461	19%	461	19%	892	489
249	0	0%	0	0%	Supplies	249	878	28%	878	28%	1,777	298
0	0	0%	0	0%	Tournament Expense	(278)	0	-928300%	(425)	66%	500	(49)
0	150	0%	150	0%	Handicap Expense	0	300	0%	300	0%	4,360	4,433
0	75	0%	0	0%	Lesson Expense	0	150	0%	0	0%	426	0
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	0
249	225	111%	150	166%	TOTAL OPERATING EXPENSES	59	1,788	3%	1,213	5%	7,954	5,171
(1,675)	(1,493)	112%	(610)	274%	EBITDA	(3,363)	(8,976)	37%	(4,469)	75%	(27,628)	(7,894)
(1,675)	(1,493)	112%	(610)	274%	NET INCOME	(3,363)	(8,976)	37%	(4,469)	75%	(27,628)	(7,894)

The Golf Club at Cypress Head
G & A
For the Four Months Ending January 31, 2018

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												
7,920	9,417	84%	8,358	95%	Gross Payroll - Salaried	31,282	37,668	83%	32,774	95%	113,004	100,645
682	0	0%	0	0%	Gross Payroll - Hourly	3,051	0	0%	0	0%	0	3,051
8,603	9,417	91%	8,358	103%	S/T Wages	34,334	37,668	91%	32,774	105%	113,004	103,696
567	720	79%	714	79%	Payroll Tax - FICA	2,239	2,882	78%	2,764	81%	8,645	7,869
81	196	42%	150	54%	Payroll Tax - UC	114	196	58%	150	76%	291	202
145	172	84%	162	90%	Payroll Tax - WC	658	688	96%	779	84%	2,065	2,116
3,789	2,377	159%	1,800	210%	Benefits	9,642	9,507	101%	6,863	141%	28,522	23,699
4,582	3,465	132%	2,825	162%	S/T Adders	12,653	13,273	95%	10,555	120%	39,522	33,885
13,185	12,882	102%	11,184	118%	TOTAL PAYROLL	46,987	50,941	92%	43,329	108%	152,526	137,581
OPERATING EXPENSES												
706	368	192%	368	192%	Janitorial Supplies	1,999	1,064	188%	914	219%	4,233	4,571
0	0	0%	0	0%	Laundry/Uniforms	1,212	209	581%	209	581%	1,282	2,035
795	310	257%	610	130%	Office Supplies	2,936	905	324%	1,005	292%	2,794	4,920
169	221	76%	321	53%	Alarm System	537	1,015	53%	1,465	37%	2,215	2,085
0	0	0%	0	0%	Carpet Cleaning	0	0	0%	0	0%	550	0
151	190	80%	190	80%	Computer Service	606	762	80%	762	80%	2,969	2,929
0	0	0%	0	0%	Guest Relations	64	0	-106500%	32	200%	0	64
0	0	0%	0	0%	Indoor Plant Maint	0	0	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	375	0	0%	0	0%	0	375
135	500	27%	0	0%	Repair & Maint - Equipment	135	1,051	13%	1,978	7%	2,094	1,207
388	500	78%	1,669	23%	Repair & Maint - Building	1,070	1,164	92%	2,333	46%	2,607	2,396
168	168	100%	168	100%	Off-Site Storage	672	672	100%	672	100%	2,016	2,016
1,792	2,545	70%	2,545	70%	Utilities - Other	7,760	9,507	82%	9,507	82%	27,316	26,848
146	140	105%	95	154%	Utilities - Telephone/Fax	145	642	23%	797	18%	1,337	1,337
366	500	73%	588	62%	Bank Charges	1,615	1,373	132%	2,024	90%	4,240	5,860
(575)	0	-169253%	116	-495%	Cash Short/(Over)	(1,165)	0	-3881933%	499	-233%	0	(2,359)
200	200	100%	150	133%	Cell Phone	750	800	94%	800	94%	2,400	2,050
2,897	4,007	72%	3,968	73%	City Surcharge R & R	12,067	13,541	89%	13,409	90%	39,942	38,014
0	0	0%	0	0%	Copier/Photocopies	0	108	0%	18	0%	442	693
1,851	1,702	109%	1,702	109%	Credit Card Discounts	10,458	9,282	113%	9,282	113%	27,270	25,585
0	0	0%	0	0%	Donations	0	0	0%	(267)	0%	200	0
0	220	0%	220	0%	Dues & Subscriptions	200	220	91%	220	91%	1,179	1,019
0	150	0%	150	0%	Education & Training	0	150	0%	150	0%	350	0
20	200	10%	200	10%	Employee Relations	1,008	1,155	87%	1,155	87%	1,895	1,574
4,341	3,974	109%	3,858	113%	Insurance Expense	17,365	15,898	109%	15,434	113%	47,691	49,845
0	40	0%	0	0%	Member Relations	0	158	0%	38	0%	478	27
26	0	0%	0	0%	Messenger Service - Fedex	142	104	137%	104	137%	379	230
0	0	0%	0	0%	Miscellaneous	0	0	0%	(36)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	10,000	12,500	80%	12,000	83%	12,500	10,000
0	0	0%	0	0%	O/S - Legal	720	0	0%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	0	0%	0	56
0	0	0%	0	0%	O/S - Other	0	0	0%	350	0%	0	0
535	450	119%	646	83%	Payroll Processing Fee	2,478	1,800	138%	4,526	55%	5,398	8,340
108	43	253%	43	253%	Postage/Shipping	477	185	257%	185	257%	801	1,230
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(120)	(120)	100%	(120)	100%	(385)	30
638	0	0%	567	113%	Travel - Meals	843	0	0%	695	121%	0	1,857
10	1,044	1%	44	22%	Travel - Other	729	4,430	16%	4,230	17%	14,850	6,044
0	0	0%	0	0%	Employee Meals	50	0	0%	0	0%	0	110
14,837	17,443	85%	18,189	82%	TOTAL OPERATING EXPENSES	75,328	78,575	96%	84,370	89%	209,750	201,709
(28,021)	(30,325)	92%	(29,372)	95%	EBITDA	(122,315)	(129,516)	94%	(127,698)	96%	(362,277)	(339,290)
5,827	5,713	102%	5,713	102%	Management Fee	23,308	22,851	102%	22,851	102%	68,554	69,011
5,827	5,713	102%	5,713	102%	Management Fees	23,308	22,851	102%	22,851	102%	68,554	69,011
(18)	98	-19%	37	-49%	Deprec - Mach & Equip	92	392	24%	147	63%	1,176	222
(61)	283	-21%	117	-52%	Deprec - Buildings	290	1,132	26%	465	62%	3,396	694
(79)	381	-21%	154	-51%	S/T DEPR. & AMORT	382	1,524	25%	612	62%	4,572	916
(33,770)	(36,419)	93%	(35,239)	96%	NET INCOME	(146,005)	(153,891)	95%	(151,162)	97%	(435,403)	(409,217)

The Golf Club at Cypress Head
Marketing
For the Four Months Ending January 31, 2018

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							
3,263	3,353	97%	3,127	104%	Gross Payroll - Salaried	13,872	13,413	103%	13,409	103%	40,239	41,216
3,263	3,353	97%	3,127	104%	S/T Wages	13,872	13,413	103%	13,409	103%	40,239	41,216
238	257	93%	223	107%	Payroll Tax - FICA	1,007	1,026	98%	961	105%	3,078	2,975
34	70	49%	48	72%	Payroll Tax - UC	34	70	49%	48	72%	146	102
55	61	90%	49	112%	Payroll Tax - WC	267	245	109%	239	112%	735	818
460	451	102%	423	109%	Benefits	1,856	1,804	103%	1,679	111%	5,413	5,246
788	839	94%	743	106%	S/T Adders	3,165	3,145	101%	2,925	108%	9,372	9,140
4,051	4,192	97%	3,870	105%	TOTAL PAYROLL	17,037	16,558	103%	16,334	104%	49,611	50,356
					OPERATING EXPENSES							
1,569	2,000	78%	2,000	78%	Advertising & Promotion	6,535	8,608	76%	5,808	113%	26,647	20,155
0	0	0%	0	0%	Miscellaneous	(57)	0	0%	900	-6%	0	2,443
0	100	0%	0	0%	Travel - Other	0	412	0%	112	0%	1,213	0
0	0	0%	0	0%	Website Expenses	0	0	0%	0	0%	2,400	0
1,569	2,100	75%	2,000	78%	TOTAL OPERATING EXPENSES	6,478	9,020	72%	6,820	95%	30,260	22,599
(5,620)	(6,292)	89%	(5,870)	96%	EBITDA	(23,516)	(25,578)	92%	(23,154)	102%	(79,871)	(72,955)
(5,620)	(6,292)	89%	(5,870)	96%	NET INCOME	(23,516)	(25,578)	92%	(23,154)	102%	(79,871)	(72,955)

The Golf Club at Cypress Head
For the Four Months Ending January 31, 2018

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												
95,010	119,762	79%	119,071	80%	Green Fees & Cart Fees	361,724	391,641	92%	389,335	93%	1,180,861	1,119,052
3,363	4,935	69%	4,935	69%	Merchandise	20,333	20,568	99%	20,568	99%	59,537	63,681
967	1,480	65%	1,480	65%	Other Pro Shop	2,082	3,234	64%	3,234	64%	11,927	12,599
2,917	3,619	81%	3,619	81%	Range	11,762	11,971	98%	11,971	98%	36,706	35,644
14,764	20,200	73%	0	0%	Food and Beverage	79,551	103,200	77%	0	0%	146,600	95,338
2,697	4,007	72%	3,968	73%	Other Operating Revenues	12,067	13,543	89%	13,409	90%	39,944	38,014
119,938	154,003	78%	133,073	90%	TOTAL REVENUE	487,519	544,157	90%	438,517	111%	1,475,576	1,364,328
COST OF SALES												
1,887	3,208	59%	2,894	65%	Merchandise	12,301	13,369	92%	11,988	103%	38,699	37,749
5,918	7,991	74%	0	0%	Food & Beverage	30,285	36,736	82%	0	0%	53,858	36,327
7,805	11,199	70%	2,894	270%	TOTAL COGS	42,586	50,105	85%	11,988	355%	92,557	74,076
55.8%	65.0%	85.8%	58.6%	95.1%	COGS - Merchandise %	60.5%	65.0%	93.1%	58.3%	103.8%	65.0%	706.6%
40.1%	39.6%	101.3%	0.0%	0.0%	COGS - Food %	38.2%	35.6%	107.2%	0.0%	0.0%	36.7%	191.5%
PAYROLL												
20,948	32,019	65%	31,258	67%	Course and Grounds	95,342	125,891	76%	122,676	78%	375,767	314,342
7,113	8,453	84%	8,001	89%	Carts, Range, Starters, Etc.	30,589	33,360	92%	28,221	108%	99,348	88,803
3,869	4,476	87%	3,962	98%	Pro Shop	13,418	17,620	76%	15,069	89%	52,439	41,254
11,153	13,885	80%	0	0%	Food and Beverage	55,038	46,435	119%	0	0%	74,205	64,888
13,185	12,882	102%	11,184	118%	General and Administrative	46,987	50,941	92%	43,329	108%	152,526	137,581
4,051	4,192	97%	3,870	105%	Marketing	17,037	16,558	103%	16,334	104%	49,611	50,356
60,339	75,907	79%	58,294	104%	TOTAL PAYROLL	258,412	290,805	89%	225,629	115%	803,897	697,224
OPERATING EXPENSES												
12,965	19,868	65%	16,748	77%	Course and Grounds	56,264	88,434	64%	73,852	76%	280,678	234,747
6,391	6,725	95%	6,625	96%	Carts, Range, Starters, Etc.	28,033	28,276	99%	27,326	103%	83,934	81,034
249	225	111%	150	166%	Pro Shop	59	1,788	3%	1,213	5%	7,954	5,171
4,754	2,937	162%	0	0%	Food and Beverage	13,824	12,498	111%	0	0%	18,372	15,237
14,837	17,443	85%	18,189	82%	General and Administrative	75,328	78,575	96%	84,370	89%	209,750	201,709
1,569	2,100	75%	2,000	78%	Marketing	6,478	9,020	72%	6,820	95%	30,260	22,599
40,764	49,297	83%	43,711	93%	TOTAL OPERATING EXPENSES	179,986	218,591	82%	193,581	93%	630,948	560,496
108,908	136,403	80%	104,898	104%	TOTAL EXPENSES	480,984	559,501	86%	431,199	112%	1,527,402	1,331,795
11,030	17,600	63%	28,175	39%	EBITDA	6,535	(15,344)	-43%	7,318	89%	(51,825)	32,533

The Golf Club at Cypress Head
For the Four Months Ending January 31, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
11,030	17,600	63%	28,175	39%	EBITDA	6,535	(15,344)	-43%	7,318	89%	(51,825)	32,533
(6,684)	(6,570)	102%	(5,713)	117%	MANAGEMENT FEES	(26,736)	(26,279)	102%	(22,851)	117%	(73,696)	(73,296)
79	(381)	-21%	(154)	-51%	OTHER INCOME (EXPENSE)	(382)	(1,524)	25%	(612)	62%	(4,572)	(916)
79	(381)	-21%	(154)	-51%	Depreciation & Amortization	(382)	(1,524)	25%	(612)	62%	(4,572)	(916)
4,425	10,649	42%	22,308	20%	TOTAL OTHER INCOME (EXPENSE)	(20,583)	(43,148)	48%	(16,145)	127%	(130,094)	(41,679)
					NET INCOME							
2,704	3,681	73%	3,645	74%	Paid Rounds	11,392	12,345	92%	12,223	93%	37,150	36,073
556	913	61%	904	62%	Annual Pass Rounds	2,283	3,140	73%	3,109	73%	8,542	7,269
202	235	86%	233	87%	Other Rounds	889	927	96%	918	97%	2,924	2,690
3,462	4,830	72%	4,782	72%	Total Rounds	14,564	16,413	89%	16,250	90%	48,615	46,032
44	42	106%	37	121%	Revenue/Paid Rounds	43	44	97%	36	119%	40	454
35	32	109%	28	124%	Revenue/Total Rounds	33	33	101%	27	124%	30	354

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 1/31/2018

Date: 1/1/2018

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	\$144,788.17	\$115,180.97	\$115,638.49	(\$457.52)	\$144,330.65
	10050-5950-900	Cash - Course Payroll BMO	\$35,936.57	\$45,083.92	\$45,315.19	(\$231.27)	\$35,705.30
	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
	10200-5950-900	Cash - F&B Bank	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
	11160-5950-900	A/R Member	\$989.98	\$5,259.89	\$5,207.90	\$51.99	\$1,041.97
	12000-5950-900	Inventory - Merchandise	\$17,311.71	\$3,345.06	\$2,738.28	\$606.78	\$17,918.49
	12180-5950-900	Inventory - Food	\$3,030.81	\$3,157.53	\$2,840.53	\$317.00	\$3,347.81
	12200-5950-900	Inventory - Beverage	\$798.57	\$412.85	\$285.69	\$127.16	\$925.73
	12220-5950-900	Inventory - Beer	\$1,786.41	\$2,067.37	\$1,631.99	\$435.38	\$2,221.79
	12240-5950-900	Inventory - Liquor	\$2,320.40	\$1,136.98	\$974.11	\$162.87	\$2,483.27
	12260-5950-900	Inventory - Wine	\$765.30	\$129.75	\$213.40	(\$83.65)	\$681.65
	13020-5950-900	Prepaid Insurance	\$16,755.80	\$6,208.39	\$10,549.74	(\$4,341.35)	\$12,414.45
	13040-5950-900	Prepaid Exp - Other	\$2,282.54	\$0.00	\$827.48	(\$827.48)	\$1,455.06
	13480-5950-900	Deposit - Vendors	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
	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	(\$3,440.27)	\$78.12	\$59.99	\$18.13	(\$3,422.14)
	22080-5950-900	Accum. Deprec - Buildings	(\$22,403.33)	\$354.64	\$294.06	\$60.58	(\$22,342.75)
	30000-5950-900	Accts Pay - Trade	(\$14,782.88)	\$103,185.81	\$105,781.36	(\$2,595.55)	(\$17,378.43)
	30040-5950-900	Accts Pay - Other	(\$22,148.56)	\$11,128.30	\$11,014.64	\$113.66	(\$22,034.90)
	31000-5950-900	Accrued Expenses	(\$486.15)	\$486.15	\$494.00	(\$7.85)	(\$494.00)
	31020-5950-900	Accrued Payroll	(\$19,845.93)	\$12,483.80	\$17,587.20	(\$5,103.40)	(\$24,949.33)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$6.00	\$392.22	(\$386.22)	(\$386.22)
	31220-5950-900	Accrued Sales Tax	(\$6,889.61)	\$6,889.61	\$6,753.41	\$136.20	(\$6,753.41)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,897.08	\$2,897.08	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$1,669.72)	\$1,343.44	\$1,423.97	(\$80.53)	(\$1,750.25)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$2,255.59)	\$2,209.69	\$4,000.88	(\$1,791.19)	(\$4,046.78)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$39,273.26)	\$4,363.70	\$0.00	\$4,363.70	(\$34,909.56)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$38,571.36)	\$4,285.70	\$0.00	\$4,285.70	(\$34,285.66)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$125.14)	\$0.00	\$0.00	\$0.00	(\$125.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$25,460.57)	\$1,902.76	\$69.00	\$1,833.76	(\$23,626.81)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,160.92)	\$517.08	\$627.99	(\$110.91)	(\$14,271.83)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$80,047.53)	\$9,027.50	\$1,200.00	\$7,827.50	(\$72,220.03)
	32220-5950-900	Deferred Rev - Founders Pass	(\$912.92)	\$101.44	\$0.00	\$101.44	(\$811.48)
	49020-5950-900	Retained Earnings - Current	\$1.17	\$0.00	\$0.00	\$0.00	\$1.17
	50000-5950-100	Green Fees - Annual Pass	(\$25,775.25)	\$0.00	\$8,750.84	(\$8,750.84)	(\$34,526.09)
	50040-5950-100	Green Fees - Member	(\$127,590.82)	\$0.00	\$45,437.75	(\$45,437.75)	(\$173,028.57)
	50070-5950-100	Green Fees - (surcharge)	(\$9,169.70)	\$2,897.08	\$5,794.16	(\$2,897.08)	(\$12,066.78)
	50500-5950-200	Cart Fee 18	(\$78,225.76)	\$0.00	\$28,896.35	(\$28,896.35)	(\$107,122.11)
	50520-5950-200	Cart Fee - Annual Trail	(\$25,952.47)	\$0.00	\$9,027.50	(\$9,027.50)	(\$34,979.97)
	52090-5950-600	Handicap Fee	(\$120.00)	\$91.00	\$52.36	\$38.64	(\$81.36)
	52150-5950-600	Lessons	(\$305.00)	\$0.00	\$936.00	(\$936.00)	(\$1,241.00)
	52280-5950-600	Rental Clubs	(\$690.00)	\$0.00	\$70.00	(\$70.00)	(\$760.00)
	52310-5950-600	Retail	(\$16,950.39)	\$0.00	\$3,382.91	(\$3,382.91)	(\$20,333.30)
	53050-5950-220	Range Pass Revenue	(\$8,845.40)	\$0.00	\$2,916.82	(\$2,916.82)	(\$11,762.22)
	54000-5950-540	Food	(\$32,817.05)	\$0.00	\$6,208.95	(\$6,208.95)	(\$39,026.00)
	54030-5950-540	Beverage	(\$3,027.36)	\$0.00	\$1,080.83	(\$1,080.83)	(\$4,108.19)
	54060-5950-540	Beer	(\$16,102.63)	\$0.00	\$4,133.81	(\$4,133.81)	(\$20,236.44)
	54090-5950-540	Liquor	(\$10,482.68)	\$0.00	\$2,893.70	(\$2,893.70)	(\$13,376.38)
	54120-5950-540	Wine	(\$2,165.76)	\$0.00	\$447.06	(\$447.06)	(\$2,612.82)
	54220-5950-540	F&B Other Income	(\$190.68)	\$0.00	\$0.00	\$0.00	(\$190.68)
	56120-5950-100	City Surcharge R & R	(\$9,169.70)	\$0.00	\$2,897.08	(\$2,897.08)	(\$12,066.78)
	60000-5950-600	COGS - Merchandise - Accessories	\$10,414.56	\$1,886.68	\$0.00	\$1,886.68	\$12,301.24
	61000-5950-540	COGS - Food	\$13,169.83	\$2,813.03	\$0.00	\$2,813.03	\$15,982.86
	61010-5950-540	COGS - Beverage	\$691.49	\$285.69	\$0.00	\$285.69	\$977.18

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	61020-5950-540	COGS - Beer	\$7,104.21	\$1,631.99	\$0.00	\$1,631.99	\$8,736.20
	61030-5950-540	COGS - Liquor	\$2,588.70	\$974.11	\$0.00	\$974.11	\$3,562.81
	61040-5950-540	COGS - Wine	\$812.09	\$213.40	\$0.00	\$213.40	\$1,025.49
	70000-5950-100	Gross Payroll - Salaried	\$13,901.07	\$7,521.97	\$1,057.69	\$6,464.28	\$20,365.35
	70000-5950-900	Gross Payroll - Salaried	\$23,362.03	\$9,708.81	\$1,788.47	\$7,920.34	\$31,282.37
	70000-5950-950	Gross Payroll - Salaried	\$10,609.86	\$3,968.73	\$706.16	\$3,262.57	\$13,872.43
	70002-5950-540	Gross Kitchen Payroll - Salaried	\$16,923.06	\$6,263.73	\$1,153.85	\$5,109.88	\$22,032.94
	70010-5950-100	Gross Payroll - Hourly	\$47,558.96	\$14,966.97	\$3,225.46	\$11,741.51	\$59,300.47
	70010-5950-200	Gross Payroll - Hourly	\$21,108.71	\$7,909.19	\$1,471.77	\$6,437.42	\$27,546.13
	70010-5950-600	Gross Payroll - Hourly	\$8,638.04	\$3,997.48	\$492.03	\$3,505.45	\$12,143.49
	70010-5950-900	Gross Payroll - Hourly	\$2,368.85	\$866.14	\$183.75	\$682.39	\$3,051.24
	70012-5950-540	Gross Kitchen Payroll - Hourly	\$20,006.92	\$5,979.19	\$1,545.05	\$4,434.14	\$24,441.06
	71000-5950-100	Payroll Tax - FICA	\$4,408.41	\$1,585.28	\$314.84	\$1,270.44	\$5,678.85
	71000-5950-200	Payroll Tax - FICA	\$1,704.79	\$112.41	\$491.68	\$2,196.47	\$3,951.86
	71000-5950-540	Payroll Tax - FICA	\$2,798.66	\$879.98	\$220.87	\$659.11	\$3,457.77
	71000-5950-600	Payroll Tax - FICA	\$669.53	\$326.61	\$37.63	\$288.98	\$958.51
	71000-5950-900	Payroll Tax - FICA	\$1,671.92	\$696.90	\$129.98	\$566.92	\$2,238.84
	71000-5950-950	Payroll Tax - FICA	\$768.36	\$288.29	\$49.84	\$238.45	\$1,006.81
	71010-5950-100	Payroll Tax - UC	\$237.35	\$188.62	\$0.00	\$188.62	\$425.97
	71010-5950-200	Payroll Tax - UC	\$225.85	\$70.43	\$0.00	\$70.43	\$296.28
	71010-5950-540	Payroll Tax - UC	\$296.36	\$104.86	\$0.00	\$104.86	\$401.22
	71010-5950-600	Payroll Tax - UC	\$49.30	\$38.13	\$0.00	\$38.13	\$87.43
	71010-5950-900	Payroll Tax - UC	\$32.77	\$81.35	\$0.00	\$81.35	\$114.12
	71010-5950-950	Payroll Tax - UC	\$0.00	\$34.27	\$0.00	\$34.27	\$34.27
	71020-5950-100	Payroll Tax - WC	\$1,244.72	\$305.96	\$0.00	\$305.96	\$1,550.68
	71020-5950-200	Payroll Tax - WC	\$409.48	\$105.32	\$0.00	\$105.32	\$514.80
	71020-5950-540	Payroll Tax - WC	\$744.36	\$166.62	\$0.00	\$166.62	\$910.98
	71020-5950-600	Payroll Tax - WC	\$172.05	\$56.90	\$0.00	\$56.90	\$228.95
	71020-5950-900	Payroll Tax - WC	\$513.02	\$145.00	\$0.00	\$145.00	\$658.02
	71020-5950-950	Payroll Tax - WC	\$212.02	\$55.20	\$0.00	\$55.20	\$267.22
	71030-5950-100	Benefits	\$7,044.13	\$2,849.40	\$1,872.44	\$976.96	\$8,021.09
	71030-5950-200	Benefits	\$27.34	\$46.69	\$38.68	\$8.01	\$35.35
	71030-5950-540	Benefits	\$3,115.50	\$1,960.30	\$1,281.92	\$678.38	\$3,793.88
	71030-5950-900	Benefits	\$5,853.43	\$5,175.89	\$1,387.12	\$3,788.77	\$9,642.20
	71030-5950-950	Benefits	\$1,396.20	\$827.05	\$366.84	\$460.21	\$1,856.41
	80050-5950-540	Bar Supplies	\$76.05	\$68.40	\$0.00	\$68.40	\$144.45
	80110-5950-200	Cart Supplies	\$608.04	\$0.00	\$0.00	\$0.00	\$608.04
	80120-5950-100	Chemicals	\$2,461.28	\$0.00	\$0.00	\$0.00	\$2,461.28
	80170-5950-100	Course Accessories	\$188.29	\$0.00	\$0.00	\$0.00	\$188.29
	80190-5950-540	Dining Room Supplies	\$1,669.37	\$1,487.93	\$0.00	\$1,487.93	\$3,157.30
	80230-5950-100	Fertilizer	\$3,346.40	\$2,013.45	\$0.00	\$2,013.45	\$5,359.85
	80270-5950-100	Fuel	\$2,822.08	\$819.41	\$0.00	\$819.41	\$3,641.49
	80280-5950-100	Fungicides	\$850.34	\$0.00	\$0.00	\$0.00	\$850.34
	80320-5950-100	Herbicides	\$3,910.10	\$773.08	\$0.00	\$773.08	\$4,683.18
	80370-5950-100	Insecticides	\$1,044.32	\$75.08	\$0.00	\$75.08	\$1,119.40
	80380-5950-900	Janitorial Supplies	\$1,292.51	\$706.05	\$0.00	\$706.05	\$1,998.56
	80390-5950-540	Kitchen Supplies	\$376.63	\$173.00	\$0.00	\$173.00	\$549.63
	80410-5950-540	Laundry/Linens	\$867.00	\$120.00	\$0.00	\$120.00	\$987.00
	80420-5950-900	Laundry/Uniforms	\$1,212.43	\$0.00	\$0.00	\$0.00	\$1,212.43
	80520-5950-540	Office Supplies	\$316.27	\$0.00	\$0.00	\$0.00	\$316.27
	80520-5950-600	Office Supplies	\$89.24	\$0.00	\$0.00	\$0.00	\$89.24
	80520-5950-900	Office Supplies	\$2,140.56	\$795.15	\$0.00	\$795.15	\$2,935.71
	80610-5950-220	Range Balls	\$1,325.00	\$0.00	\$0.00	\$0.00	\$1,325.00
	80620-5950-220	Range Equipment	\$293.95	\$0.00	\$0.00	\$0.00	\$293.95
	80690-5950-100	Sand/Topdress	\$1,011.04	\$0.00	\$0.00	\$0.00	\$1,011.04
	80730-5950-100	Small Tools	\$74.00	\$146.70	\$0.00	\$146.70	\$220.70
	80780-5950-600	Supplies	\$0.00	\$248.67	\$0.00	\$248.67	\$248.67
	80810-5950-600	Tournament Expense	(\$278.49)	\$866.81	\$866.81	\$0.00	(\$278.49)
	81010-5950-900	Alarm System	\$368.26	\$169.00	\$0.00	\$169.00	\$537.26
	81090-5950-200	Cart Repairs	\$451.39	\$137.11	\$0.00	\$137.11	\$588.50
	81130-5950-900	Computer Service	\$454.41	\$151.47	\$0.00	\$151.47	\$605.88
	81140-5950-540	Contract Cleaning - Tavern	\$2,488.78	\$812.00	\$0.00	\$812.00	\$3,300.78
	81200-5950-900	Guest Relations	\$63.90	\$0.00	\$0.00	\$0.00	\$63.90

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81250-5950-100	Irrigation	\$1,586.50	\$0.00	\$0.00	\$0.00	\$1,586.50
	81300-5950-900	Pest Control	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
	81350-5950-100	Repair & Maint - Equipment	\$4,975.60	\$2,002.36	\$0.00	\$2,002.36	\$6,977.96
	81350-5950-540	Repair & Maint - Equipment	\$289.31	\$335.00	\$0.00	\$335.00	\$624.31
	81350-5950-900	Repair & Maint - Equipment	\$0.00	\$135.00	\$0.00	\$135.00	\$135.00
	81360-5950-100	Repair & Maint - Building	\$0.00	\$99.92	\$0.00	\$99.92	\$99.92
	81360-5950-900	Repair & Maint - Building	\$682.30	\$387.55	\$0.00	\$387.55	\$1,069.85
	82000-5950-200	Cart Lease	\$16,067.01	\$5,355.67	\$0.00	\$5,355.67	\$21,422.68
	82020-5950-100	Equipment Lease	\$15,948.24	\$5,316.08	\$0.00	\$5,316.08	\$21,264.32
	82020-5950-540	Equipment Lease	\$459.75	\$150.00	\$0.00	\$150.00	\$609.75
	82060-5950-900	Off-Site Storage	\$504.00	\$168.00	\$0.00	\$168.00	\$672.00
	83000-5950-100	Utilities - Electric	\$652.74	\$210.69	\$0.00	\$210.69	\$863.43
	83000-5950-200	Utilities - Electric	\$2,897.01	\$897.78	\$0.00	\$897.78	\$3,794.79
	83010-5950-540	Utilities - Gas	\$2,444.37	\$1,852.89	\$244.86	\$1,608.03	\$4,052.40
	83020-5950-100	Utilities - Other	\$3,344.94	\$1,201.55	\$0.00	\$1,201.55	\$4,546.49
	83020-5950-900	Utilities - Other	\$5,968.58	\$1,791.70	\$0.00	\$1,791.70	\$7,760.28
	83030-5950-100	Utilities - Telephone/Fax	\$306.04	\$101.97	\$0.00	\$101.97	\$408.01
	83030-5950-900	Utilities - Telephone/Fax	(\$1.75)	\$146.31	\$0.00	\$146.31	\$144.56
	83050-5950-100	Utilities - Water	\$684.01	\$204.36	\$0.00	\$204.36	\$888.37
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$4,965.60	\$1,569.40	\$0.00	\$1,569.40	\$6,535.00
	85020-5950-900	Bank Charges	\$1,448.44	\$366.49	\$0.00	\$366.49	\$1,814.93
	85050-5950-900	Cash Short/(Over)	(\$589.12)	\$698.72	\$1,274.18	(\$575.46)	(\$1,164.58)
	85060-5950-900	Cell Phone	\$550.00	\$200.00	\$0.00	\$200.00	\$750.00
	85070-5950-900	City Surcharge R & R	\$9,169.70	\$2,897.08	\$0.00	\$2,897.08	\$12,066.78
	85120-5950-900	Credit Card Discounts	\$8,606.78	\$1,851.26	\$0.00	\$1,851.26	\$10,458.04
	85150-5950-900	Dues & Subscriptions	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
	85190-5950-900	Employee Relations	\$988.47	\$649.54	\$629.90	\$19.64	\$1,008.11
	85200-5950-100	Employee Testing	\$93.40	\$0.00	\$0.00	\$0.00	\$93.40
	85280-5950-900	Insurance Expense	\$13,024.05	\$4,341.35	\$0.00	\$4,341.35	\$17,365.40
	85330-5950-900	Messenger Service - Fedex	\$116.93	\$25.53	\$0.00	\$25.53	\$142.46
	85340-5950-950	Miscellaneous	(\$56.55)	\$0.00	\$0.00	\$0.00	(\$56.55)
	85390-5950-900	O/S - Accounting	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
	85410-5950-900	O/S - Legal	\$720.03	\$0.00	\$0.00	\$0.00	\$720.03
	85480-5950-900	Payroll Processing Fee	\$1,942.48	\$1,021.25	\$486.15	\$535.10	\$2,477.58
	85490-5950-900	Postage/Shipping	\$368.65	\$108.01	\$0.00	\$108.01	\$476.66
	85610-5950-900	Tax/Licenses/Fees	(\$90.00)	\$0.00	\$30.00	(\$30.00)	(\$120.00)
	85660-5950-540	Loss/Theft	\$81.96	\$0.00	\$0.00	\$0.00	\$81.96
	85710-5950-900	Travel - Meals	\$204.76	\$637.83	\$0.00	\$637.83	\$842.59
	85720-5950-900	Travel - Other	\$719.35	\$9.63	\$0.00	\$9.63	\$728.98
	89020-5950-900	Employee Meals	\$50.41	\$0.00	\$0.00	\$0.00	\$50.41
	90000-5950-540	Management Fee - Tavern	\$2,570.79	\$856.93	\$0.00	\$856.93	\$3,427.72
	90000-5950-900	Management Fee	\$17,481.33	\$5,827.11	\$0.00	\$5,827.11	\$23,308.44
	98020-5950-900	Deprec - Mach & Equip	\$110.61	\$59.99	\$78.12	(\$18.13)	\$92.48
	98040-5950-900	Deprec - Buildings	\$350.22	\$294.06	\$354.64	(\$60.58)	\$289.64
	RCMWD-5950-100	Rounds - Complimentary - Weekday	12,017.00	120.00	0.00	120.00	12,137.00
	REMWD-5950-100	Rounds - Employee - Weekday	18,095.00	82.00	0.00	82.00	18,177.00
	RMBWD-5950-100	Rounds - Member - Weekday	66,526.00	556.00	0.00	556.00	67,082.00
	RPKWD-5950-100	Rounds - Peak - Weekday	347,733.00	2,704.00	0.00	2,704.00	350,437.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			169	\$0.00	\$483,241.18	\$483,241.18	\$0.00



February 20th, 2018

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 January 2018 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date. The Food & Beverage numbers are on a separate table below.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING January 2018								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 56,219	\$ 69,741	\$ (13,522)		\$ 218,755	\$ 232,855	\$ 230,550	\$ (14,100)
Cart Fees	\$ 37,924	\$ 50,021	\$ (12,097)		\$ 142,102	\$ 158,786	\$ 158,786	\$ (16,684)
Range	\$ 2,917	\$ 3,619	\$ (702)		\$ 11,762	\$ 11,971	\$ 11,971	\$ (209)
Pro- Shop Revenues	\$ 4,389	\$ 6,415	\$ (2,026)		\$ 22,415	\$ 23,802	\$ 23,802	\$ (1,387)
City Surcharge R/R	\$ 2,897	\$ 4,007	\$ (1,110)		\$ 12,067	\$ 13,543	\$ 13,409	\$ (1,476)
Total Revenue	\$ 104,346	\$ 133,803	\$ (29,457)		\$ 407,101	\$ 440,957	\$ 438,518	\$ (33,856)
Cost of Sales	\$ 1,887	\$ 3,208	\$ (1,321)		\$ 12,301	\$ 13,369	\$ 11,988	\$ (1,068)
Merchandise	\$ 1,887	\$ 3,208	\$ (1,321)	55%	\$ 12,301	\$ 13,369	\$ 11,988	\$ (1,068)
Gross Margin	\$ 102,459	\$ 130,595	\$ (28,136)		\$ 394,800	\$ 427,588	\$ 426,530	\$ (32,788)
Total Payroll	\$ 49,186	\$ 62,022	\$ (12,836)		\$ 203,374	\$ 244,370	\$ 225,629	\$ (40,996)
Total Operating Expenses	\$ 35,144	\$ 46,360	\$ (11,216)		\$ 165,296	\$ 206,093	\$ 193,581	\$ (40,797)
Net Operating Income	\$ 18,091	\$ 22,213	\$ (4,122)		\$ 26,131	\$ (22,875)	\$ 7,318	\$ 49,006
Other Expenses	\$ 5,748	\$ 6,094	\$ (346)		\$ 23,670	\$ 24,375	\$ 23,463	\$ (705)
Management Fee	\$ 5,827	\$ 5,713	\$ 114		\$ 23,308	\$ 22,851	\$ 22,851	\$ 457
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ (79)	\$ 381	\$ 545		\$ 362	\$ 1,524	\$ 612	\$ (1,162)
Net Cash From Ops	\$ 12,343	\$ 16,119	\$ (3,776)		\$ 2,461	\$ (47,250)	\$ (16,145)	\$ 49,711
Rounds								
Total Rounds	3,462	4,830	(1,368)		14,564	16,413	16,250	(1,849)
Paid Rounds	2,704	3,681	(977)		11,392	12,345	12,223	(953)
Avg. GF/CF Total rounds	\$27.19	\$24.80	\$ 2.40		\$24.78	\$23.86	\$23.96	\$ 0.92
Avg. GF/CF Paid rounds	\$34.82	\$32.54	\$ 2.28		\$31.68	\$31.72	\$31.85	\$ (0.05)
Avg. Merchandise/round	\$1.27	\$1.33	\$ (0.06)		\$1.54	\$1.45	\$1.46	\$ 0.09

Overview:

- Overall golf revenues for January finished much lower than the projected budget for the month. This was due to a record breaking cold weather pattern which resulted in a loss of multiple days of playability. Because of the hard freezes, frost, cold and rainy days we lost over 1,400 player rounds for the month.
- The range revenue was \$2,917 compared to the budgeted amount of \$3,619 for December. The pro shop and merchandise sales were lower than the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$12,837. This was as a result of controlling labor costs during days when rounds were reduced and the course was closed.
- Our operating expenses finished at \$39,057 versus a budgeted amount of \$45,035 for the month. The reason for the difference in expenses was due to the timing of invoices for products budgeted that was not received for the month but will come due in February as well as controlling expenses during the month.
- The month of January is the fourth month in our fiscal year 2017-2018. YTD revenues were under the budgeted amount which was directly related to the losses in January. The range revenues are equal to budget and pro shop revenues are slightly lower than projected. The payroll and operating expenses are both lower than the projected budgeted amounts.
- On a positive note, despite the losses sustained in January, because of our savings in payroll and operating expenses we continue to be ahead of budget by \$46,000.

Food & Beverage:

The following is the financial and operational summary report for Food & Beverage for the month of January 2018 at Cypress Head Golf Club.

FINANCIAL SUMMARY FOR F&B MONTH ENDING January 2018							
	Current				Year to Date		
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Food & Beverage	\$ 7,290	\$ 11,200	\$ (3,910)		\$ 43,325	\$ 63,000	\$ (19,675)
Beer	\$ 4,134	\$ 5,500	\$ (1,366)		\$ 20,236	\$ 22,000	\$ (1,764)
Liquor	\$ 2,894	\$ 3,000	\$ (106)		\$ 13,376	\$ 14,900	\$ (1,524)
Wine	\$ 447	\$ 500	\$ (53)		\$ 2,613	\$ 3,300	\$ (687)
Total Revenue	\$ 14,765	\$ 20,200	\$ (5,435)		\$ 79,550	\$ 103,200	\$ (23,650)
Cost of Sales	\$ 5,916	\$ 7,991	\$ (2,075)		\$ 30,285	\$ 36,736	\$ (6,451)
Merchandise	\$ 5,916	\$ 7,991	\$ (2,075)		\$ 30,285	\$ 36,736	\$ (6,451)
Gross Margin	\$ 8,849	\$ 12,209	\$ (3,360)		\$ 49,265	\$ 66,464	\$ (17,199)
Total Payroll	\$ 11,153	\$ 13,885	\$ (2,732)		\$ 55,038	\$ 46,435	\$ 8,603
Total Operating Expenses	\$ 4,754	\$ 2,937	\$ 1,817		\$ 13,824	\$ 12,498	\$ 1,326
Net Operating Income	\$ (7,061)	\$ (4,631)	\$ (2,430)		\$ (19,596)	\$ 7,531	\$ (27,127)
Other Expenses	\$ 857	\$ 857	\$ -		\$ 2,571	\$ 2,571	\$ -
Management Fee	\$ 857	\$ 857	\$ -		\$ 2,571	\$ 2,571	\$ -
Net Cash From Ops	\$ (7,918)	\$ (5,488)	\$ (2,430)		\$ (22,167)	\$ 4,960	\$ (27,127)

- The revenues for the restaurant were not realized for January. Don Burke, the manager of the Restaurant, continues to serve the golfing public as well as offering daily specials for the local communities around Cypress Head. Bids for an independent operator for the restaurant were opened in January.

R&R Projects:

- There were no projects for the month of January.

Tee Sheet Activity:

- There were 3,462 total rounds for the month which included 2,704 paid rounds, 556 Annual with Cypress Pass member rounds and 202 other rounds. The round type for the month included 2,775 eighteen hole rounds and 614 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.

January 2018 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2704	3681	3645	11392	12223
Annual	556	913	904	2283	3109
Other rounds	202	235	233	889	916
Total Rounds	3462	4830	4782	14564	16250

Departmental Summaries:**Course & Grounds/Range**

- The weather throughout the month of January created some challenges for the maintenance team. The rain, cold and multiple days of frost affected our scheduled maintenance program. Fungicides were applied to the putting surfaces. Program to control weeds around specific areas continued on a regular basis.

- The putting surfaces were rolled to help maintain smoothness and improve the speed of the putting surfaces.
- The maintenance team is continuing with ongoing maintenance projects around the golf course involving sand bunkers, teeing areas and cart paths.
- With the improvement of the weather pattern during the coming months we will be continuing our agronomic plan including fertilizer applications, insecticides and pre-emergent for weed control.

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, Nancy Lopez, Ahead headwear and St Andrews products. There was \$150.00 in gift card sales purchased for the month with \$4,389 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. Mike Dick, who is a PGA professional, has added a series of Men's, Ladies and junior clinics which began in January and will extend into February and March.
- The MGA and the WGA will be continuing their league play during the upcoming season and we expect more participants as the winter visitors from the northern climates return to Florida. We also host a weekly Homeowner's Nine & Dine event where the players enjoy nine holes of golf and return to the clubhouse for their dinner and cocktails.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is booking tournament events for the 2018 season.
- 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 approximately 10,000 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.
- We continue to increase the visibility of Cypress Head Golf Course on the various social media platforms such as Facebook, twitter and Instagram.
- We were proud to be an official school supply drop off location for the Horizon School in Port Orange. A golf tournament is also being planned for Horizon in February to help raise funds for supplies needed as a result of the vandalism that occurred at that facility.

Mindshare Reviews and Comments:

Report run: 2/19/2018 9:40 AM MST
Data current as of: 2/19/2018 9:40 AM MST

REPORT CRITERIA
Date of Survey: 1/1/18 - 1/31/18
Select level: Cypress Head

Number of Surveys: 52

	#	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						8.9	9.5	8.1	8.5	9.2	73.1	8.9		
Cypress Head						8.9	9.5	8.1	8.5	9.2	73.1	8.9		
Golf						8.9	9.5	8.1	8.5	9.2	73.1	8.9		

- There were over 400 questionnaires mailed out to players during January. The overall rating for the golf course received an 8.9 with a recommended rating of 9.2 and our service rating is at 9.5.
- 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:

- Our entire team is dedicated to being able to serve the needs of our community and our golfers.
- We are looking forward to a return of the warm and sunny weather pattern to increase rounds and revenues for the month of February.
- The driving range lights will continue to be operational on Friday and Saturday nights to offer our customers a chance to improve their skills and increase sales.
- Our staff continues to work together in providing the best in class service to all of the guests.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Jody Graham

Regional Operating Executive
KemperSports Management



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/06/2018

Consent item: No

SUBJECT: (G14) Second Reading - Ordinance No. 2018-3 - Fire Pension Amendment for the Share Plan

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2018-3.

SUMMARY: The attached Ordinance has been prepared to comply with the requirements of Florida law. A pension share plan is required as a part of the collective bargaining agreement and the pension ordinance. City contributions to the share plan are not required by enactment of this ordinance. The city and the bargaining unit are required to negotiate the terms for any future deposit as a part of the collective bargaining process.

The Fire Pension Board will provide an impact statement from the board's actuary prior to second reading.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Ord. No. 2018-3	Ord. No. 2018-3.pdf
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Robin Fenwick

Created/Initiated - 02/23/2018

ORDINANCE 2018-3

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 54,
ARTICLE IV, CODE OF ORDINANCES, CITY OF PORT
ORANGE, FLORIDA, ENTITLED FIRE AND RESCUE
PENSION FUND; AMENDING SECTION 54-81,
CONTRIBUTIONS; AMENDING SECTION 54-106, SHARE
PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR
SEVERABILITY OF PROVISIONS; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the Professional Firefighters Association, covering City firefighters for the period October 1, 2017 through September 30, 2020; and

WHEREAS, the collective bargaining agreement contains certain changes to the City of Port Orange Fire and Rescue Pension Fund for firefighters employed by the City; and

WHEREAS, in order to implement the changes to the Fire and Rescue Pension Fund contained in the collective bargaining agreement, an amendment to Chapter 54 of the City Code is necessary; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes;

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 ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-81, Contributions, to read as follows:

Sec. 54-81. - Contributions.

(b) State contributions. Any monies received or receivable by reason of laws of the state, for the express purpose of funding and paying for retirement benefits for firefighters of the city, shall be

deposited in the fund comprising part of this system immediately and under no circumstances more than five days after receipt by the city. In conjunction with the city's adoption of an ordinance implementing this system pursuant to F.S. § 175.351, the board of trustees, with the approval of a majority of city firefighters, and the city have acknowledged and agreed that the insurance premium tax revenues received pursuant to F.S. § 175.101 shall be deposited into and become an integral part of this fund, and not used for any other purpose. The city and union representing city firefighters have mutually agreed that all revenues received pursuant to F.S. Chapter 175 and all accumulated excess Chapter 175 premium tax revenues as of October 1, 2016 shall be used to offset the city's pension contributions.

SECTION 2: That Chapter 54, Personnel, Article IV, Fire and Rescue Pension Fund, of the Code of Ordinances of the City of Port Orange, is hereby amended by amending Section 54-106, Share plan, to read as follows:

Sec. 54-106. – Share plan.

Pursuant to F.S. Section 175.351, a defined contribution plan component (“share plan”) is hereby established as a component of this system, but will not be activated unless and until a portion of Chapter 175 premium tax revenues has been assigned to fund the share plan. The city and union representing city firefighters have mutually agreed that no Chapter 175 premium tax revenues will be assigned to the share plan at this time. At such time as the city and union agree to assign Chapter 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan. ~~The provisions of the share plan shall be negotiated by the City and the union representing members of the system at the time Chapter 175 premium tax revenues are assigned to fund share plan. The system will continue to operate under the “Naples Letter” interpretation until October 1, 2018, in accordance with F.S. Section 175.351(7).~~

SECTION 3: Codification. Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Port Orange.

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 provisions of this ordinance or the application thereof to any person or circumstance are held invalid, the invalidity shall not affect other provisions or applications of this 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 upon adoption, except as otherwise specifically provided herein.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading, this ____ day of _____, 2018

Passed and adopted on second and final reading, this ____ day of _____, 2018

Reviewed and Approved: _____
Margaret T. Roberts, City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 03/06/2018

Consent item: No

SUBJECT: (H15) Agreement Modification Discussion - Port Orange Community Trust (Family Days)

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Provide direction on the request for fee waivers on the three new events proposed.

SUMMARY: Port Orange Community Trust entered into a agreement with the city on March 12, 2013 for the purpose of co-sponsoring two four day events and six movie under the stars. These events are held annually at City Center Complex. The agreement may be renewed for an additional five years with councils approval. The annual rental fee waiver value is \$6,934 and the annual staff waiver is \$35,925.

Staff recommends renewal of the current agreement.

Family Days is also interested in adding three new events.

- 1.) 5K run at City Center - Rental fee value \$502 and staffing fee value \$1,165
- 2.) 1 Day 4 hour event TBD with alcohol at City Center - Rental fee value \$695 and staffing fee value \$1,060.
- 3.) 1 Day 4 hour event TBD with alcohol at Riverwalk - Rental fee value \$545 and staffing fee value \$1,180.

If council agrees to amend the Family Days agreement to add these additional events, the amendment and extension agreement will be placed on the consent agenda at the next council meeting.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Extension Agreement	Extension Agreement.pdf
2.	2013 Agreement	familydaysexecutedagreement2013.pdf
3.	direct cost	Port Orange Community Trust Direct Cost Report.xlsx

Susan Lovallo
Susan Lovallo
Tracey Riehm

Created/Initiated - 01/11/2018
Approved - 01/15/2018
Approved - 01/25/2018

Matthew Jones	Approved - 02/22/2018
Alan Rosen	Approved - 02/27/2018
Jake Johansson	Approved - 03/01/2018
Robin Fenwick	Final Approval - 03/01/2018

**EXTENSION
TO AGREEMENT BETWEEN THE CITY OF PORT ORANGE
AND PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**

THIS EXTENSION NO. 1 TO AGREEMENT DATED MARCH 12, 2013 ("Extension") is made and entered into this _____ day of _____, 2018, by and between the **CITY OF PORT ORANGE, FLORIDA**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**, a Florida nonprofit corporation whose principal address is 1999 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "Community Trust." The City and Community Trust are collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties entered into an Agreement on March 12, 2013 (the "Agreement") for a term of five (5) years, and providing for an option to renew for a period of five (5) years thereafter; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional five (5) year term, commencing on March 12, 2018 and continuing until March 11, 2023; and

WHEREAS, the City Council has determined that the execution of this Extension is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The term of the Agreement as amended is hereby extended for a five-year period commencing on March 12, 2018 and continuing until March 11, 2023.
2. This Extension 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 Extension shall be deemed valid as if an original signature was delivered. No Agreement shall be formed between Community Trust and the City until both Parties have signed this Extension.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

Witnesses:

PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.

Printed Name:_____

By:_____ **Kimberly Ball, President**

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 VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Kimberly Ball, as President of Port Orange Family Days Community Trust, Inc., a Florida nonprofit 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 _____, 2018, 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 _____, 2018, 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:

**AGREEMENT BETWEEN THE CITY OF PORT ORANGE AND
PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**

THIS AGREEMENT is made and entered into this 12 day of March, 2013, by and between **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, hereinafter referred to as the "City," and **PORT ORANGE FAMILY DAYS COMMUNITY TRUST, INC.**, a Florida nonprofit corporation, hereinafter referred to as the "Community Trust."

WITNESSETH:

WHEREAS, for more than seventeen years the Community Trust and its predecessor organizations has promoted and supported community events for the betterment of the City and its citizens; and

WHEREAS, the Community Trust has invested proceeds of its events and activities in support of projects of the City, especially in the enhancement of its parks and recreational activities, and in the schools serving Port Orange students; food banks assisting those in need in the community, the activities of the Chamber of Commerce in recognizing and building community institutions, and other causes directly beneficial to the City and its citizens; and

WHEREAS, in 2006 the Community Trust both directly and indirectly contributed \$218,000 in cash, in-kind services and grant acquisitions toward the planning and costs of completion of the Lakeside Community Center and the City set aside office space and the adjacent storage space for the Community Trust's operation and equipment storage for use in its annual events at City Center; and

WHEREAS, on February 17, 2009, the City agreed to serve as a co-sponsor of Community Trust's annual events; and

WHEREAS, as a co-sponsor, the City waived use fees for the Community Trust events; and

WHEREAS, the relationship described herein has proven mutually beneficial and rewarding; the City finds that the Community Trust's activities serve a significant public purpose, and it is desirable to restate and consolidate all aspects of the relationship in a single relationship agreement; and

WHEREAS, the City Council has determined that the Community Trust Lifestyle Events benefit the City of Port Orange and has recognized the Community Trust's use of the Lakeside Community Center facilities for such purposes as set forth hereinafter.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

ARTICLE I CO-SPONSORSHIP OF EVENTS

1. During the course of each year, the Community Trust stages major mutli-day events at City Center in the Spring and Fall, and presents free "Movies Under the Stars" presentations at least five times during the year in the Parker Amphitheater at City Center. Admission to such events is free to all. Unless the City chooses to opt out of any one or all of these events by action of Council, it shall be considered and listed and recognized as the official co-sponsor with the Community Trust. Other sponsors, whose sponsorship commitments underwrite the costs of events and make possible generation of funds for operation of the Community Trust and support of community activities, shall also be acknowledged. Space shall be provided without charge for displays or other presentations of the City and up to two other entities designated by the City.

ARTICLE II DESIGNATION OF PROJECT(S) FOR SUPPORT

2. As part of its collaborative relationship with the Community Trust, the City may at its discretion designate specific projects or activities involving capital expenditures to which it recommends the Community Trust make contributions from proceeds of its events or for which it establishes separate fund-raising activity. The City will advise of financial needs but not set a required dollar amount for contribution by the Community Trust, nor will the City preclude Community Trust support of other needs. Except as provided in this Agreement, the City shall not be required to provide any other benefit of contribution to the Community Trust.

ARTICLE III USE OF FACILITIES

3. The City authorizes the use of the land and facilities generally designated as "City Center" under terms and conditions for each event as determined in conjunction with the Department of Parks and Recreation. Fees for special services in which the City incurs costs outside its normal budgeted amounts shall be borne by Community Trust. Jet skis shall not be permitted on City Center Lake, and because of water conditions, any use involving the lake must be previously approved by the City Manager.

4. The City authorizes the continued use of the 171 square foot office space currently occupied by Community Trust in the Lakeside Community Center, owned by the City, located at 1999 City Center Circle, Port Orange, Florida 32129, and the continued use of the adjacent storage building in which exhibition tents and related equipment is housed hereinafter collectively, the "Premises". Ordinary and regular maintenance of the office spaces occupied by Community Trust shall be the responsibility of the Community Trust. The Community Trust shall be responsible for interior paint and the provision of janitorial services for the office area; paint for the exterior of the separate storage area and maintenance of the interior of the storage building. The Community Trust shall not be responsible for any utilities and shall bear the costs of any other services separately acquired. No alterations or modifications of the buildings shall be made without prior written approval of the City and Community Trust shall be responsible for any damage in excess or ordinary wear and tear.

5. These uses shall be for the operation of nonprofit community activities and for related purposes necessary and incidental to such programs and activities. The Community Trust shall not use or occupy the Premises, or permit the Premises to be used or occupied, for any other purpose without the prior written approval of the City. The Community Trust shall not assign or transfer this Agreement or allow any encumbrance of any kind to be placed against the Premises. The City, through its employees or agents, shall have the right to enter the Premises at all reasonable hours for any purpose connected with the inspection, maintenance, performance of work or enforcement or implementation of any covenant or provision of this Agreement.

6. The City authorizes additional use of Lakeside Community Center as follows:

- a) Use of the kitchen and concession stand in conjunction with "Movies Under the Stars" presentations.
- b) Use of the facilities within Lakeside Center for a maximum of ten (10) evenings (5 PM to 10PM) during any given calendar year not conflicting with paid rentals of the facilities and subject to approval by the City Manager or designee. Daytime use of the facilities (7AM – 5 PM) may be permitted by the City Manager or his designee if the facility is not rented or otherwise in use.
- c) Community Trust in the case of each use is responsible for clean-up and restoration of the facility to the condition existing prior to use.

7. For all of its uses and activities, the Community Trust shall have in full force and effect appropriate insurance coverage consistent with its usage and shall provide protection for the facilities and those using them and the interests of the City of Port Orange which, for event coverage, shall be included as a named insured. The Community Trust shall not use or occupy the Premises, or permit the Premises to be used or occupied, for any purpose or in any manner that may invalidate, conflict with or increase rates for any insurance policy covering the Premises.

8. All uses of City property covered by this Agreement shall be in compliance with all applicable requirements and regulations of the Title IV of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 and implementing orders and regulations; the Americans with Disabilities Act and the Port Orange Code of Ordinances and policies relating to city-owned facilities.

ARTICLE IV TERM AND TERMINATION

9. This Agreement shall be for a term of five years with an option to renew for a period of five years from the date of its adoption by the Port Orange City Council.

10. Annually, within thirty (30) days of its anniversary date, the Community Trust shall make a presentation to City Council setting forth its activities, accomplishments and contributions to the city and its residents and providing a forum for Council to provide feed-back and offer suggestions for enhancement of the collaboration or modifications of this Agreement. If modifications to the Agreement are included in Council action, they will become effective upon acceptance by a vote of the Board of Directors of the Community Trust.

11. This Agreement may be terminated upon thirty (30) days written notice by either party following the affirmative vote of a majority of the City Council for the City or Board of Directors for the Community Trust, or upon ten (10) days written notice by the City Manager of breach or failure of the Community Trust to comply with any covenant or provision of this Agreement.

12. Upon expiration of this Agreement, the Community Trust shall remove its personal property and yield up and surrender to the City the Premises in a condition equal to that existing at commencement of this Agreement, ordinary wear and tear excepted. In the event that the Community Trust fails to meet this requirement, the Community Trust shall be responsible to reimburse the City for any costs incurred by the City in restoring the Premises to such condition and this obligation shall survive the termination of this Agreement.

13. Upon termination of this Agreement, the Community Trust shall not be entitled to any other benefit, credit or return from the City.

ARTICLE V INDEMNIFICATION

14. The Community Trust agrees to assume all liabilities and risks of loss, injury or damage to the Premises, real or personal property located at the Premises, and all persons who, in connection with or on account of this Agreement, use or occupy the Premises as set forth in Sections 1 and 2 of Article III of this Agreement. The Community Trust shall indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses and expenses, including attorneys' fees and costs at trial and on appeal, arising out of, resulting from, or in way connected with the condition of the Premises, any means of ingress to or egress from the Premises, the use or occupancy of the Premises, the performance of operations under this Agreement, any sales tax liability incurred as a result of this Agreement, or the failure of the Community Trust to comply with any covenant or provision of this Agreement.

ARTICLE VI BREACH

15. Waiver by the City of breach of any covenant or provision of this Agreement shall not be deemed to constitute a waiver or any proceeding or subsequent breach of the same or any other covenant or provision. If the City incurs any expenses in instituting, prosecuting or defending any action or proceeding for breach or enforcement of any covenant or provision of this Agreement, the Community Trust shall be liable for payment of such expenses, including attorney's fees and costs.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.

ARTICLE VII NOTICES

17. All notices required to be given by either party shall be in writing, addressed to the other party as follows, and delivered by United States Postal Service; by facsimile, by electronic mail or by hand, with certification attached as to date and method of delivery.

**ARTICLE VIII
ENTIRE AGREEMENT**

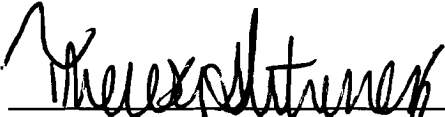
18. This Agreement supersedes any prior agreements and understandings between the parties and sets forth all the rights and obligations of the parties pertaining to the matters described herein. There are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter of the Agreement.

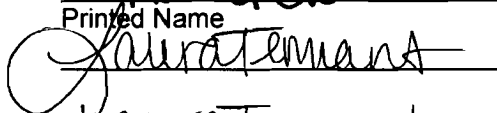
**ARTICLE IX
AMENDMENTS**

19. This Agreement may be amended or modified as a result of its Annual Review as provided for in Article IV, Section 2 or at the initiative of either party only by an instrument of equal formality. Such amendment or modification shall be effective only after an affirmative vote of a majority of the City Council for the City and Board of Directors for the Community Trust.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their duly authorized representatives, on the respective dates below.

WITNESSES



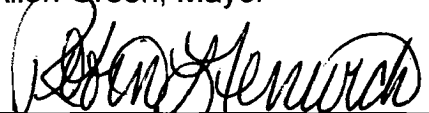
Theresa Gutierrez
Printed Name


Laura Tennant
Printed Name

**CITY OF PORT ORANGE, FLORIDA
a Florida Municipal Corporation**

By: 

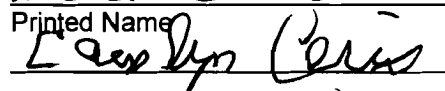
Allen Green, Mayor

Attest: 

Robin L. Fenwick, City Clerk

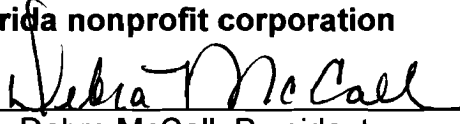
WITNESSES:



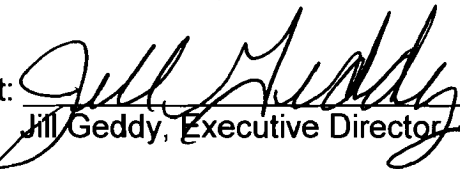
ANDREA Ehemann
Printed Name


CAROLYN CERIO
Printed Name

**PORT ORANGE FAMILY DAYS
COMMUNITY TRUST, INC.
a Florida nonprofit corporation**

By: 

Debra McCall, President

Attest: 

Jill Geddy, Executive Director

Spring Fair
Direct Cost Report

ITEM	TIMES	QTY	UNIT	RATES
Location: City Center Park				
Recreation PT- Staff	3/3-3/6	17	Hours	\$ 15.00
Parks and Recreation FT-Staff	3/3-3/7	264.5	Hours	\$ 25.00
Public Works Staff	3/3-3/8	84	Hours	\$ 25.00
Police Staff	3/3-3/9	145	Hours	\$ 40.00
Fire Staff	3/3-3/10	33	Hours	\$ 55.00
Total Hours	543.5			
Invoice Total	\$ 16,582.50			

Family Days
Direct Cost Report

ITEM	TIMES	QTY	UNIT	RATES
Location: City Center Park				
Recreation PT- Staff	9/28-10/1	24	Hours	\$ 15.00
Parks and Recreation FT-Staff	9/28-10/1	265.5	Hours	\$ 25.00
Public Works Staff	9/28-10/1	163	Hours	\$ 25.00
Police Staff	9/28-10/1	145	Hours	\$ 40.00
Fire Staff	9/28-10/1	34	Hours	\$ 55.00
Total Hours	631.5			
Invoice Total	\$ 18,742.50			

Movie Under the Stars (4)
Direct Cost Report

ITEM	TIMES	QTY	UNIT	RATES
Location: City Center Park				
Recreation PT- Staff	June, July, Aug., Dec.	10	Hours	\$ 15.00
Parks and Recreation FT- Staff	June, July, Aug., Dec.	0	Hours	\$ 25.00
Public Works Staff	June, July, Aug., Dec.	0	Hours	\$ 25.00
Police Staff	June, July, Aug., Dec.	0	Hours	\$ 40.00
Fire Staff	June, July, Aug., Dec.	0	Hours	\$ 55.00
Total Hours	10	40		
Invoice Total	\$ 150.00	\$ 600.00		

Grand Totals	1215	\$ 35,925.00
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TOTAL	TAX
\$ 255.00	
\$ 6,612.50	
\$ 2,100.00	
\$ 5,800.00	
\$ 1,815.00	

TOTAL	TAX
\$ 360.00	
\$ 6,637.50	
\$ 4,075.00	
\$ 5,800.00	
\$ 1,870.00	

TOTAL	TAX
\$ 150.00	
\$ -	
\$ -	
\$ -	
\$ -	