



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 17, 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 - Chaplain Sam Mercado of Florida Memorial Medical Center
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. April 3, 2018 - Regular City Council Meeting
  - b. April 10, 2018 - City Council Workshop
7. Bid Awards and Contract Items
  - a. Approval of One Year Extension of Contract with Clear Waters Long Leaf Forest for Land Management Services
  - b. Approval for Renewal of Employee Health Insurance (RFP 18-12) with Florida Health Care Plans
  - c. Approval of the Sixth Amendment Closest Unit Response (East Volusia Municipalities) Agreement
  - d. Approval of Amendment 1 & Extension to the Standard Contract for Services (CA5316) with Yellowstone-Southeast, LLC
  - e. Award of ITB #18-16 to Trident Surfacing Inc. for Gym Floor Resurfacing
  - f. Intent to Award ITB18-21- DG Meyer, Inc. - Police Department removal and replacement of chillers (ratification)

8. Approval of Amendment to CDBG FY 2017 Annual Plan

9. Resolution No. 18-7 - City Attorney's Office Representation of Code Enforcement

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

D. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

E. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Report from KemperSports on the Cypress Head Golf

12. Actuarial Report from Patrick Donlan for the Fire Pension Plan

13. Actuarial Report from Chad Little for the Police Pension Plan

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

14. Citizen Advisory Committee for TPO

G. PUBLIC HEARING

15. Second Reading - Ordinance No. 2018-4 - Increasing Fire Pension Board Terms to Four Years.

16. Special Exception to allow off-site parking at 708 Orange Avenue for an office at 301 Dunlawton Avenue (Case No.18-70000001)

17. First Reading Ordinance No. 2018-5 - LDC Text Amendment/PC-A Zoning District (Case No. 18-25000002)

18. First Reading - Ordinance 2018-6 - LDC Text Amendment/Chapter 17, Section 1 (Case No. 18-25000003)

19. First Reading - Ordinance No. 2018-7 - First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development and Conceptual Development Plan, Case No. 18-40000001

20. Resolution No. 18-8, Transmittal of 18-1 Comprehensive Plan Amendments/Williamson Boulevard-Willow Run Boulevard Site (Case No. 18-20000002)

21. First Reading - Ordinance No. 2018-8 – Administrative Rezoning/Williamson Boulevard-Willow Run Boulevard Site, Case No. 18-60000001

H. REGULAR AGENDA

22. First Reading - Ordinance No. 2018-9 - Local Communications Services Tax

23. Contract Discussions for Charter Officers



I. COMMENTS

24. City Attorney Comments

25. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

a. ArtHaus

b. Port Orange/South Daytona Chamber of Commerce

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](mailto: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.



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (B6a) April 3, 2018 - Regular City Council Meeting

**DEPARTMENT:** City Clerk

**GOAL:**

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**RECOMMENDED MOTION:**

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**SUMMARY:**

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                                                |                                                     |
|----|------------------------------------------------|-----------------------------------------------------|
| 1. | REGULAR CITY COUNCIL MEETING<br>MINUTES 4-3-18 | REGULAR CITY COUNCIL MEETING<br>MINUTES 4-3-18.docx |
|----|------------------------------------------------|-----------------------------------------------------|

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Robin Fenwick

Created/Initiated - 04/05/2018

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REGULAR CITY COUNCIL MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
1000 CITY CENTER CIRCLE  
APRIL 3, 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.

The invocation was provided by Pastor Ken Sharp of High Point Pentecostal Church.

Pledge of Allegiance

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

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

No changes were requested from Council.

6. Approval of Minutes

- a. March 20, 2018 - Regular City Council Meeting
- b. March 27, 2018 - City Council/Parks & Recreation Advisory Board Joint Workshop
- c. March 27, 2018 - City Council Workshop

7. Bid Awards and Contract Items

- a. Intent to Award ITB No. 17-41 - Water Reclamation Facility (WRF) Influent Bypass
- b. Intent to Award ITB No. 18-13 - Garnsey Water Treatment Plant Sludge Feed Pumps & Filter Backwash Upgrades
- c. Ratification of a purchase order and change order to Black Sands Development for installation of sewer services lines - Septic to Sewer Program
- d. Approval of Change Order No. 1 to the Piggyback Agreement with Mead & Hunt, Inc. for Engineering Services for Phase 1-A of the City's "Storm Water Master Plan Update"
- e. Approval of Lien Recovery Agreement for 805 Canalview

8. Resolution No. 18-5 - Budget Appropriation
9. Conflict Wavier Request - Akerman, LLP

Motion to approve the Consent Agenda as presented was made by Drew Bastian, and Seconded by Scott Stiltner. Motion passed with Council Member Drew Bastian, Mayor Donald Burnette, Vice Mayor Bob Ford, Vice Ma Scott Stiltner, Council Member Chase Tramont voting yes, none voting no, and none abstaining.

#### CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Jerry Harris, citizen, spoke regarding the Port Orange Police Department. He thanked them for their service and professionalism. He asked Council to take care of them and expand the department. He asked Council to consider a workshop to discuss the needs of the Police Department.

Robert Reinhausen, citizen, presented a Petition signed by citizens in the area near Yorktowne Blvd. He asked that the citizens be involved in the decision making.

Jacques Rippe, citizen, discussed his issue with a code enforcement officer who he believes is harassing him since the hurricane for code enforcement violations.

Rita Lomardi and Scott Philbirck, 807 Kokomo Circle, discussed their issue with a code enforcement case regarding a penalty for work without permit for replacing their fence. The case was brought before the Special Magistrate in March 2018. Mayor Burnette asked the City Manager to investigate the case.

#### COUNCIL COMMENTS

##### 10. Comments/Concerns from Council Members

Councilman Tramont asked the City Manager to discuss the need for the control burn. Ken Fustin, Fire Chief, explained the need and the safety precautions they have taken. He is confident in the contractor and the methodology. Mayor Burnette asked that the City Manager explore options to recover damages that may be recovered based on the fire last week. Councilman Ford asked that chipping be considered rather than burning when possible.

Councilman Ford asked for cost estimates for the White Place field to be used as a practice field. Mr. Johansson said it can be used now as a practice field by calling the Parks & Recreation Department. Councilman Ford believes the Intercoastal Villas is an easy fix that the City should do to keep the washout under control.

Mayor Burnette would like to have a conversation regarding wage adjustments for the City Attorney and City Manager at the next Council meeting. He would also like a public education program regarding litter. Mr. Johansson said the Public Information Officer is already working on a program. He asked for an update regarding the Dunlawton Avenue streetlights. Mr. Johansson advised of a delay with FDOT's requirements but lights should be completed within the next 18 months.

#### SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

##### 11. Water Conservation Month Proclamation

Mayor Burnette read the Water Conservation Month Proclamation.

#### BOARD APPOINTMENTS, INTERVIEWS, REPORTS

##### 12. Environmental Advisory Board Update

John Macaluso, Chairman, provided an update from the recent meeting of the Environmental Advisory Board. He would like to see an environmental summit organized for Port Orange and surrounding areas to discuss the reduction of emissions.

##### 13. Golf Advisory Board Update

Richard Lee, Chairman, provided details of the most recent meeting of the Golf Advisory Board. He discussed the course safety, course revenue, course restaurant, and the workshop Council held with the Parks & Recreation Advisory Board. He asked for thicker bushes around hole 2 where kids are coming onto the course and bothering golfers. The Board wants to hear from KemperSports regarding the course conditions. Councilman Ford asked the Board to analyze the group rates being paid compared to the single play fees.

#### REGULAR AGENDA

##### 14. Resolution No. 18-6 - Repeal of Resolution No. 06-75 relating to the Youth Advisory Board

Mr. Johansson explained the issues getting the students to attend regularly enough to have a quorum to meet. Staff would like to explore options to resurrect the group in the fall under different criteria.

Motion to adopt Resolution No. 18-6 was made by Council Member Drew Bastian, and Seconded by Councilman Ford. Motion passed with Council Member Drew Bastian, Mayor Donald Burnette,

Vice Mayor Bob Ford, Vice Mayor Scott Stiltner, Council Member Chase Tramont voting yes, none voting no, and none abstaining.

15. First Reading - Ordinance No. 2018-4 - Increasing Fire Pension Board Terms to Four Years.

Mayor Burnette read Ordinance No. 2018-4.

ORDINANCE NO. 2018-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 54-79(a) RELATING TO THE FIRE PENSION FUND BOARD OF TRUSTEES TERM OF OFFICE; PROVIDING FOR STAGGERED TERMS OF FOUR YEARS FOR EACH TRUSTEE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2018-4 was made by Council Member Drew Bastian, and Seconded by Councilman Chase Tramont. Motion passed with Council Member Drew Bastian, Mayor Donald Burnette, Vice Mayor Bob Ford, Vice Mayor Scott Stiltner, Council Member Chase Tramont voting yes, none voting no, and none abstaining.

16. FY2017 Audit (CAFR)

Zach Chalifour, James Moore & Company, presented the FY2017 CAFR to Council and advised there were no material weaknesses found; however, there were three (3) recommendations/comments and one from the prior year that was partially corrected. There were no comments or deficiencies with the golf course management agreement, nor the Police or Fire Pension Plans. There was one (1) recommendation for the General Employees' Pension Plan.

Council thanked James Moore Company and Finance Staff for their work.

COMMENTS

17. City Attorney Comments

There were no further comments.

18. City Manager Comments

Mr. Johansson said Staff will be looking into the McDonald Road project and a potential driveway apron that may have been missed for Mr. Libert.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports

- a. River to Sea TPO - Councilman Bastian provided details from the recent meeting. The yearly call for projects is out and the annual report is on their website.
- b. General Employees' Pension - Vice Mayor Stiltner said February wasn't great but the plan is in good shape.

ADJOURNMENT - 7:50 p.m.

Attest:

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Mayor Donald O. Burnette

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Robin Fenwick, CMC  
City Clerk



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: Yes

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**SUBJECT:** (B6b) April 10, 2018 - City Council Workshop

**DEPARTMENT:** City Clerk

**GOAL:**

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**RECOMMENDED MOTION:**

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**SUMMARY:**

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                 |                     |
|----|-----------------|---------------------|
| 1. | 4-10-18 minutes | 4-10-18 minutes.doc |
|----|-----------------|---------------------|

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Robin Fenwick

Created/Initiated - 04/12/2018

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CITY COUNCIL WORKSHOP MEETING MINUTES  
COUNCIL CHAMBERS – CITY HALL  
1000 CITY CENTER CIRCLE  
APRIL 10, 2018

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

Silent Invocation

Pledge of Allegiance

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

DISCUSSION ITEMS

4. FY19 Budget Discussion

Mayor Burnette opened the workshop after a quorum was established. Council Members provided opening comments regarding their expectations.

Tracey Riehm, Finance Director, presented the preliminary budget including a preliminary revenue analysis, revenue challenges on the horizon, and FY19 preliminary projections if kept at status quo. Mr. Johansson discussed the Capital Improvement Plan requests for FY19.

Mayor Burnette requested a separate workshop to discuss the request for a transport program.

Council consensus is to remain at status quo at this time. They want to continue to talk once better numbers are known and would like to see the budget numbers at roll back.

Ted Nofall, citizen, asked if the budget includes a budget increase. Ms. Riehm advised that the budget assumes growth so it would include an increase.

Jerry Harris, citizen, is concerned with public safety. He doesn't believe one officer is enough of an increase. Mr. Johansson explained this presentation is very basic and does not include new requests from departments other than one new police officer and one new janitor.

Regular City Council Meeting

April 10, 2018

Page **2** of **2**

Council wants their starting point for FY19 budget discussions to be at roll back rate plus the budget commitments that have already been approved.

ADJOURNMENT – 7:04 p.m.

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Mayor Donald O. Burnette

Attest:

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Robin Fenwick, CMC  
City Clerk

# CITY COUNCIL AGENDA ITEM

**REQUESTED COUNCIL MEETING DATE 04/17/2018**

**Consent item:** Yes

**SUBJECT:** (B7a) Approval of One Year Extension of Contract with Clear Waters Long Leaf Forest for Land Management Services

**DEPARTMENT:** City Manager

## GOAL: 1 - Public Safety

**RECOMMENDED MOTION:** Move to approve one-year extension with Clear Waters Long Leaf for land Management and other related services

**SUMMARY:** The City entered into a contract with Clear Waters, Inc. d/b/a Clear Waters Long Leaf Forest on July 12, 2013 for land management and other related services. The original contract was for a period of 5 years, ending on July 11, 2018. The contract has a provision for a one year extension beginning on July 12, 2018 and ending on July 11, 2019. Staff wishes to extend this contract for the single additional year and is requesting permission from City Council for that extension as required.

Project No.:      Funding Account No.: 416 0300 536 3414  
420 1000 536 3414  
401 0400 535 3414

**ATTACHMENTS:**

|    |                                    |                                                           |
|----|------------------------------------|-----------------------------------------------------------|
| 1. | Extension Agreement No. 1          | Extension Agreement No. 1 - Clear Waters Long Leaf.pdf    |
| 2. | 2013 Clear Water Longleaf Contract | 2013-July-12_ClearWater+Longleaf_Forest_Services_5-yr.pdf |

Alan Rosen  
Lynn Stevens  
Tracey Riehm  
Julia Wiggins  
Kenny Ho  
Margaret Roberts  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/05/2018  
Approved - 03/05/2018  
Approved - 03/07/2018  
Approved - 03/30/2018  
Approved - 03/30/2018  
Approved - 04/02/2018  
Approved - 04/02/2018  
Final Approval - 04/02/2018



## EXTENSION AGREEMENT NO. 1

THIS EXTENSION OF AGREEMENT NO. 1 ("Agreement") is made and entered into the day and year set forth hereinafter by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and CLEAR WATERS, INC., a Florida corporation and LONGLEAF FOREST SERVICE, INC., a Florida corporation, collectively doing business as CLEAR WATERS LONG LEAF FOREST, whose principal address is 64 Bay Harbour Dr., Ponce Inlet, Florida 32127 ("Contractor"). (The City and the Contractor are hereinafter collectively referred to as the "Parties.")

WHEREAS, on the 12<sup>th</sup> day of July, 2013, the Parties entered into a Land Management Services Contract (the "Contract") pursuant to Request for Proposal No. 13-06 Land Management Services; and

WHEREAS, the Contract provides for an initial five (5) year term commencing on July 12, 2013 and continuing until July 11, 2018; and

WHEREAS, the Contract provides for one (1) additional one-year renewal period, upon written agreement of the Parties and appropriation by City Council; and

WHEREAS, the Parties desire to exercise the option to renew the Contract, notwithstanding the date of execution, for a one-year period commencing July 12, 2018 and continue until July 11, 2019; and

WHEREAS, the Port Orange City Council has determined that the execution of this Contract 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. Term. The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing July 12, 2018 and continuing until July 11, 2019.

2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

CONTRACTORS:  
Clear Waters, Inc. and Longleaf Forest Service,  
Inc. collectively doing business as Clear Waters  
Long Leaf Forest

Witnesses:

CLEAR WATERS, INC.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Mark I Graham, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Mark I  
Graham, as President of Clear Waters, Inc., a Florida 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:

LONGLEAF FOREST SERVICE, INC.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Stephen Edgar, President

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Stephen Edgar, as President of Longleaf Forest Service, Inc., a Florida 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:*





## CITY OF PORT ORANGE LAND MANAGEMENT SERVICES CONTRACT

This Contract is entered into this 12 day of July, 2013, by and between the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129, and the Contractor identified below for materials and/or services identified herein, on the following terms and conditions.

### 1. Definitions

- (a) As used in this Contract, the term "City" shall mean the City of Port Orange, Florida.
- (b) As used in this Contract, the term "Contractor" shall mean: Clear Waters, Inc., a Florida corporation and Longleaf Forest Service, Inc., a Florida corporation, collectively doing business as Clear Waters Long Leaf Forest, whose principal address is 64 Bay Harbor Drive, Port Orange, Florida 32129.

### 2. Provision of Services

(a) The Contractor hereby agrees to provide the following land management and other such related services to the City of Port Orange pursuant to Request for Proposal No. 13-06 - Land Management Services, and all attachments thereto:

- (i) Land Management Services as more fully set forth in Contractor's proposal, a true and correct copy of which is attached hereto as Exhibit "1" and made a part hereof for all purposes.
- (ii) Contractor will perform additional services as required by the City, not contemplated by Exhibit "1" only by written agreement between the Parties. Authorization for performance of such additional services shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor.

(b) The time, manner and place for performance of such services shall be:

Time: This Contract will be effective for an initial term of five years, commencing on July 12, 2013 and continuing until midnight on July 11, 2018 (the "Initial Term"), with one optional one-year renewal commencing on July 12, 2018 and continuing until midnight on July 11, 2019, upon written approval by the Parties, subject to appropriation by the Port Orange City Council and subject to notice of termination as provided herein.

Manner and Place: As outlined in Exhibit "1" attached hereto and made a part hereof for all purposes.

### 3. Compensation

The City agrees to compensate Contractor as follows:

- |       |                                                                                                                                                                                                                                                               |                                                    |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| (a)   | Monthly Forestry Services as set forth in Exhibit "1"                                                                                                                                                                                                         | \$ <u>5,375.00</u> × 12 mos. = \$ <u>64,500.00</u> |
| (b)   | Monthly Lake Management Services as set forth in Exhibit "1"                                                                                                                                                                                                  | \$ <u>505.00</u>                                   |
| (b)   | Other Services as Required by the City:                                                                                                                                                                                                                       |                                                    |
| (i)   | Timber Sale Supervision                                                                                                                                                                                                                                       |                                                    |
|       | Contractor shall receive ten percent (10%) of the sale proceeds from timber sales. If Contractor also marks the timber, Contractor shall receive an additional five percent (5%) of the sale proceeds, for a total fifteen percent (15%) of the sale proceeds |                                                    |
| (ii)  | Forest Management Plans                                                                                                                                                                                                                                       | \$ <u>5.00</u> / acre                              |
| (iii) | Boundary Marking                                                                                                                                                                                                                                              | \$ <u>400.00</u> / mile                            |
| (iv)  | Control Burning                                                                                                                                                                                                                                               | \$ <u>10.00</u> / acre                             |
| (v)   | Other Services not Included in Exhibit "1"                                                                                                                                                                                                                    | \$ <u>40.00 - 80.00</u> / hour                     |

Purch. Ord #23      75% to 416 Fund  
25% to 420 Fund

(vi) Meetings not included in Exhibit "1"

\$ 80.00 / hour

Payment for services contemplated hereunder shall be on a monthly basis upon receipt of approved invoices for all services, pass-through expenses, timber sales documentation, monthly and annual reports, and other requirements of this Contract and Exhibit "1." Deduction for failure to meet the schedule set forth in Exhibit "1" shall result in a daily reduction of the monthly fee in the amount of \$30.00 per day beginning on the first day Contractor fails to meet the required schedule and continuing on a daily basis until Contractor complies with the schedule.

4. Termination for Convenience of the City

(a) The parties agree that the City may, upon thirty (30) days written notice to Contractor, terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the City Manager of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a final invoice, in no event later than sixty (60) days after the effective date of termination.

(e) The Finance Director shall pay the Contractor the amounts determined as follows:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of the cost of work performed or supplies delivered.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

5. When termination for the convenience of the City is a provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

6. Termination for Default

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

7. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

8. Public Records Law

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

9. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

10. The Contractor shall maintain insurance during the entire life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better according to the A.M. Best Company:

| Insurance                                                                                                                                                                  | Standards                                                                                                                                                                                                                                                       | Comments                                                                                                                                                                                                                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Workers' Compensation</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p> <p><u>Special Conditions:</u></p>                                                    | <p>Coverage A - Statutory<br/>Coverage B - \$100,000</p> <p>All States (Broad Form)<br/>Voluntary Compensation</p> <p>30 days' notice of cancellation to<br/>Governmental Entity, Waiver of<br/>subrogation in lieu of additional insured<br/>will suffice.</p> | <p>If the contract requires work on or about navigable<br/>waters, require Longshoreman's and Harbor<br/>Workers' Coverage. If vessels involved, require<br/>Jones Act coverage with limits of \$500,000.</p>                                                                        |
| <p>Comprehensive General Liability<br/>(including Completed Operations and Contractual Liability)</p> <p><u>Limits:</u></p> <p><u>Special Conditions:</u></p>              | <p>Combined Single Limit Bodily Injury and<br/>Property damage \$500,000 occurrence<br/>\$1,000,000. Aggregate</p> <p>30 day notice to Governmental Entity,<br/>Additional Insured, City to be added as<br/>Additional Insured</p>                              | <p>When the Contract work on or under Railroad<br/>rights of way or properties, the Contractor shall<br/>take out and maintain during the life of the<br/>Contract, Railroad protective liability and property<br/>damage insurance in amounts as requested by the<br/>Railroad.</p> |
| <p>Comprehensive Business, Automobile Liability to include all automobiles.</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p> <p><u>Special Conditions:</u></p> | <p>Auto Liability Bodily Injury: \$100,000<br/>each person<br/>\$300,000 each occurrence.<br/>Property Damage Liability \$100,000<br/>each occurrence.</p> <p>Non-Owned, Hired Car</p> <p>30 days' notice of cancellation to<br/>Governmental Entity.</p>       | <p>Or \$500,000 Combined Single Limit for Bodily<br/>Injury and Property Damage</p>                                                                                                                                                                                                  |
| <p>Property Insurance<br/>Builders Risk.</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p> <p><u>Special Conditions:</u></p>                                    | <p>Buildings - Completed value of contract.</p> <p>"All Risk" coverage on latest ISO form<br/>or its equivalent. Permission granted to<br/>occupy. Owner named as insured AIMA</p> <p>30 days' notice of cancellation to<br/>Owner, Additional Insured.</p>     | <p>If the Contract requires handling or installation of<br/>Owner's equipment, coverage should be furnished<br/>on "All Risk" form, including transit and Owner shall<br/>be named.</p>                                                                                              |
| <p>Professional Liability<br/>(Errors &amp; Omissions)</p> <p><u>Limits:</u></p> <p><u>Special Conditions:</u></p>                                                         | <p>Coverage- \$1,000,000 minimum</p> <p>30 days' notice of cancellation to<br/>Owner, Additional Insured.</p>                                                                                                                                                   |                                                                                                                                                                                                                                                                                      |

Policies other than Workers' Compensation shall be issued only by companies authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a rating of "A" or better according to the A.M. Best Company. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

NA  
#1  
M.G.  
K9  
NA  
#1  
M.G.  
K9

11. Assignability of Contract

Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

12. Modifications or Changes to this Contract

(a) Change orders. The Contract Administrator, with the concurrence of the City's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance; provided that no Contractor shall be excused from performance under the changed contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change. Failure to agree to any adjustment shall not excuse Contractor from proceeding with the contract as changed.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Finance Director requires submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the City is prejudiced by such delay.

(e) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

13. Contract Administration--Delegation of Authority

The Assistant City Manager will perform contract administration of this Contract. The specific individual assigned to administer this contract is: Shannon M. Lewis, Assistant City Manager, City of Port Orange, Florida. Except as set forth in paragraph 11 above, the Contract Administrator is not authorized to approve changes to this contract unless such authority has been delegated to the Contract Administrator in writing and has been approved by the City's signatories to this Contract. The City will not be held liable for any changes, which have not been properly authorized and approved in accordance with this Contract.

14. Liability for Loss or Damage

Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

15. Non-discrimination

During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. Disputes

The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

17. Additional Provisions

As may have been outlined in the Exhibit "1" and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

18. Integration

This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. Notice

For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange  
Attention: Greg Kisela, City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501

Copy to: City of Port Orange  
Attention: Shannon Lewis, Assistant City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501

Contractor: Clear Waters Long Leaf Forest  
Attn: Trace Wolfe  
64 Bay Harbor Drive  
Port Orange, FL 32129

Copy to: Clear Waters Long Leaf Forest  
Attn: Steve Edgar  
6044 Lake Winona Road  
DeLeon Springs, Florida 32130

20. Controlling Law

THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

21. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

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

*[Remainder of this page intentionally left blank]*

Witnesses:

Kimberly Delgado  
Printed Name: Kimberly Delgado

Theresa Gutierrez  
Printed Name: Theresa Gutierrez

CITY OF PORT ORANGE  
a Florida municipal corporation

By: [Signature]  
Allen Green, Mayor

Attest: [Signature]  
Robin L. Fenwick, City Clerk

Date: July 12, 2013

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing Instrument was acknowledged before me this 12 day of July, 2013, by Allen Green and Robin Fenwick, as Mayor and City Clerk, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the City, and who are personally known to me.

[Signature]  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:



[Remainder of this page intentionally left blank]



CONTRACTORS:

Clear Waters, Inc. and Longleaf Forest Service, Inc.  
collectively doing business as Clear Waters Long Leaf Forest

Witnesses:

Sandra L. Woodman  
Printed Name: Sandra L. Woodman

Rose M. Carlson  
Printed Name: Rose M. Carlson

CLEAR WATERS, INC.

a Florida corporation

By: Mark I. Graham  
Mark I. Graham, President

Date: 7/8/2013

Witnesses:

Sandra L. Woodman  
Printed Name: Sandra L. Woodman

Rose M. Carlson  
Printed Name: Rose M. Carlson

LONGLEAF FOREST SERVICE, INC.

a Florida corporation

By: Stephen Edgar  
Stephen Edgar, President

Date: 7/8/2013

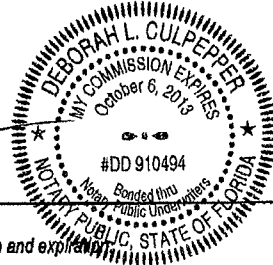
STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of July, 2013, by Mark I. Graham, as President of Clear Waters, Inc., a Florida corporation, and who:

(Notary: Please select one)

☒ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration



STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 8 day of July, 2013, by Stephen Edgar, as President of Longleaf Forest Service, Inc., a Florida corporation, and who:

(Notary: Please select one)

☒ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration

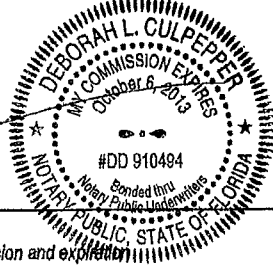


EXHIBIT "1"

## SCOPE OF SERVICES

The consulting Land Manager shall provide to the City the following services:

### 1. Wetland Mitigation Bank

The City of Port Orange owns a large and valuable wetland mitigation bank. This bank, as a condition of its permit, requires management and reporting as defined in the permit documents attached as **Exhibit A**. Fifty (50) permanent plots are measured and reported annually and twenty-five (25) temporary plots are measured and reported semiannually. The management of the mitigation bank requires meetings with state and federal regulators, review of credit sales and oversight of the wetland credit ledgers in coordination with City staff. Invasive species have not been identified within the mitigation bank, but have been located on adjacent City-owned or jointly-owned property. Invasive species are required to be controlled.

A. **Reporting** – Two (2) formal reports are required to be prepared and submitted annually. The sampling methods and reporting requirements are contained in **Exhibit A**.

B. **Control Burning** – 400 to 600 acres are required to be control burned annually depending on weather and moisture conditions.

C. **Invasive Control** – Cogan grass, air potato, Chinese tallow and tropical soda apple are present on the City lands and have the potential to expand into the mitigation bank if not controlled. Mitigation bank permits require invasive species control.

D. **Rugel's Pawpaw Management** – The Rugel's pawpaw restoration plan requires active cultivation and safe planting with the objective of de-listing the species.

E. **Administration** – Meetings with state and federal regulators are required throughout the year to inspect the mitigation bank, process credit release applications and validate sampling.

### 2. Gopher Tortoise Mitigation Bank

Port Orange maintains a long-term gopher tortoise relocation site. The permit is currently inactive, but could be reactivated if economic conditions improve to make the relocation fees competitive. If activated by the City, the land manager will be responsible for monitoring, compliance and reporting activities associated with the City's gopher tortoise mitigation bank and in compliance with state permit requirements.

### 3. Forest Management

The City solely and jointly owns forest lands outside of the mitigation bank. Protection of the City's well filed is the primary management objective; however, this land supports timber in various stages of maturity and requires active management. Identifying tracts for timber sales, marking timber for selective harvest, site preparation contracting and planting contracting are required elements to be performed by the land manager. The City has limited management responsibilities on the Stanaki Property. To the degree control burning is required, the land manager would assume primary oversight. The Forest Management Plan is attached as **Exhibit B** and the Stanaki Property Management Plan and Interlocal Agreement with Volusia County are attached as **Exhibits C, D** respectively.

- A. **Timber Sales** – Much of the City forest was burned in 1998, so thinning young stands will be an important objective. Due to the timber market conditions, pole production is the final timber product objective.
- B. **Hunt Club Supervision** – The City has a current hunting lease on the forest lands which provides an important source of income. Supervising the hunting activity, resolving and preventing conflicts and protecting the City's interests is an important function of the land manager. The Port Orange Wetland Mitigation Bank was the first mitigation bank with limited hunting in the management plan.
- C. **Control Burning** – Much of the jointly owned lands and non-mitigation bank lands require control burning on a three (3) year rotation. Lands jointly owned require active cooperation from Volusia County. 400-600 acres, above the mitigation bank control burning, should be accomplished annually.
- D. **Reforestation** – The land manager shall develop an annual reforestation plan and program budget and once approved, implement and directly supervise the site preparation, seedling and planting contracts upon successful bidding and award of said contracts by the City and consistent with the City's purchasing standards. The reforestation objectives are between 300 and 400 acres per year.
- E. **Security** – The land manager shall assist in preventing poaching and trespassing.
- F. **Joint Land Management** – The land manager will be required to work with joint and adjoining land owners to accomplish the City's objectives.
- G. **Boundary Marking** – Fires, age and interstate construction will require that most of the City forest and mitigation bank boundaries be re-posted and re-marked. Boundary marking is conducted on a per-mile basis.
- H. **Fire Line Disking** – The mitigation bank and City forest contain approximately 30 miles of fire lines that require annual disking. This activity is conducted on a per-mile basis.
- I. **Invasive Species Control** – As mentioned previously, Cogan grass, air potato, Chinese tallow and tropical soda apple are present on the City lands and have the potential to expand into the mitigation bank if not controlled. Mitigation bank permits require invasive species control.

4. **Lake Management**

The land manager shall develop and implement a lake management plan tailored to control nuisance species, cattails and maintain an aeration system at the reclaimed recharged reservoir lakes A and B. Areas under contract must be treated to control invasive aquatic and border vegetation in a manner consistent with good environmental and aquatic management practices. The land manager will work with appropriate Public Utilities staff to maintain levels within the existing permit ranges.

5. **Recreation Services**

As required by the City, the land manager will provide assistance to accomplish the City's objectives in providing wild area recreation.

6. **Urban Forestry Services**

The land manager will provide the City with professional urban forestry assistance on an as needed basis. Projects will include pruning contract supervision and development site reviews.

7. **Emergency Services**

A. **Fire** – The land manager will be required to respond to wildfires on a 24 hour emergency basis. The land manager must have the ability to support the Florida Forest Service, the Port Orange Department of Fire & Rescue and other agencies to protect lives and property. The designated land manager shall have primary responsibility to the City of Port Orange, taking precedence over all other lands or clients.

B. **Storm** – In the event of a hurricane or other emergency, the land manager, as requested by the City, shall be available for emergency duty as assigned.

8. **Other**

The land manager shall provide any and all reports, specifications and recommendations in a professional and timely manner as requested by the City. The land manager may be required to appear before the City's Council, at hearings, and/or other such meetings as may be required in the fulfillment of this position. The land manager shall perform other such related duties as may be required by the City.

**TERM OF CONTRACT**

The term for the services on this contract will be for five (5) years with an option for renewal of one (1) additional year. Commencement is expected on or around May 1, 2013.

Remainder of this page intentionally left blank

## PRICE SHEET -- LAND MANAGEMENT SERVICES

MONTHLY CONTRACT LAND MANAGEMENT SERVICES - \$5,300.00  
 ERRORS AND OMISSIONS COST 75.00  
**TOTAL MONTHLY LAND MANAGEMENT SERVICES \$5,375.00**

MONTHLY LAKE MANAGEMENT SERVICES - \$430  
 ERRORS AND OMISSIONS COST 75.00  
**TOTAL MONTHLY LAND MANAGEMENT SERVICES \$505.00**  
 (includes chemical costs)

TIMBER SALE SUPERVISION- 10% OF THE SALE CLEARCUT, 15% IF A  
 MARKED THINNING

FOREST MANAGEMENT PLANS - \$5.00/ACRE

BOUNDARY MARKING \$400/MILE

CONTROL BURNING \$10/ACRE

### OTHER SERVICES-

PROFESIONAL FORESTER \$80/HOUR  
 FOREST TEC. \$40/HOUR  
 MEETINGS \$80/HOUR  
 FIRE LINE DISKING, 4X4 HEAVY TRACTOR \$49/HOUR

### LAKE MANAGEMENT OTHER SERVICES

City of Port Orange Land, Lake  
 Manager Price List 5-Apr-13  
 Clear Waters, Inc. PO Box 291522 Port Orange, FL.  
 Trace Wolfe, Owner, VP.

### Price List for Services

| PERSONNEL            |  | \$/hr    |
|----------------------|--|----------|
| Corp. Owner          |  | \$ 80.00 |
| Supervisor, Licensed |  | \$ 42.00 |
| Technician, Licensed |  | \$ 30.00 |
| Laborer              |  | \$ 24.00 |

| EQUIPMENT     |  |  | \$/hr    |
|---------------|--|--|----------|
| ROW Buggy     |  |  | \$ 40.00 |
| Kaw. Mule     |  |  | \$ 18.00 |
| 8 wh ARGO     |  |  | \$ 18.00 |
| Pick Up Truck |  |  | \$ 12.50 |
| 4x4 ATV       |  |  | \$ 18.00 |
| Spray Skiff   |  |  | \$ 20.00 |
| Airboat       |  |  | \$ 40.00 |

| CHEMICAL              |  |  | \$ per oz. |
|-----------------------|--|--|------------|
| AgriDax               |  |  | \$ 0.10    |
| Alum                  |  |  | \$ 0.04    |
| Aquathol K            |  |  | \$ 0.52    |
| Basal Mix 15/3        |  |  | \$ 0.27    |
| Bio-Zyme Product Line |  |  |            |
| ClearCast             |  |  | \$ 1.86    |
| Clipper               |  |  | \$ 8.44    |
| Copper Sulfate        |  |  | 1.68/lb    |
| GT-301                |  |  | \$ 0.36    |
| Cutrine Plus          |  |  | \$ 0.13    |
| Diquat                |  |  | \$ 0.62    |
| Escort                |  |  | \$ 9.40    |
| Foambuster            |  |  | \$ 0.41    |
| Garlon 3A             |  |  | \$ 0.56    |
| Garlon 4              |  |  | \$ 0.66    |
| Glyphosate 5          |  |  | \$ 0.17    |

|                                                                             |  |    |       |
|-----------------------------------------------------------------------------|--|----|-------|
| Hydrothot 101                                                               |  | \$ | 0.54  |
| Imazapyr 2lb                                                                |  | \$ | 0.66  |
| Clde Kick                                                                   |  | \$ | 0.14  |
| Kinetic                                                                     |  | \$ | 0.44  |
| MilestoneVM                                                                 |  | \$ | 2.46  |
| Polymer                                                                     |  | \$ | 0.21  |
| Sonar AS                                                                    |  | \$ | 13.30 |
| Streamline.                                                                 |  | \$ | 5.41  |
| Surfix                                                                      |  | \$ | 0.22  |
| Weedar 64                                                                   |  | \$ | 0.13  |
| Total                                                                       |  |    |       |
| Chemical prices and equipment prices                                        |  |    |       |
| Subject to an annual adjustment based on documented fuel and chemical costs |  |    |       |





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: Yes

---

**SUBJECT:** (B7b) Approval for Renewal of Employee Health Insurance (RFP 18-12) with Florida Health Care Plans

**DEPARTMENT:** Administrative Services

**GOAL:**

---

**RECOMMENDED MOTION:** Move to approve the contract for employee health insurance with Florida Health Care Plans for an 18 month term, with no increase to premium rates over the current year.

---

**SUMMARY:** As the City approaches the end of the benefit plan year of June 30th, staff released RFP 18-12 for employee health insurance. Proposals from 5 vendors were received. The City's broker, Brown and Brown assisted in compiling and comparing each of the proposals. A committee of 5 members was formed with representatives from the Fire Department, Police Department, NAGE union, the Finance Director, and Human Resources to evaluate the proposals and make a recommendation.

The committee unanimously voted to continue with Florida Health Care Plans. Attached are some of the materials the committee utilized to assist them in making their recommendation including summary benefit and rate charts provided by Brown and Brown, medical provider disruption reports, and prescription rate comparisons.

Additionally, included in these proposals were rates for 6 months, 12 months, and 18 months. The variety of these rates allows the City to explore the option to change to benefit plan years to be on a calendar year plan to better align with IRS code 223 and to improve administration of the plan. Based on the renewal rates, the committee came to a consensus to recommend an 18-month renewal. The continuation is based on favorable utilization numbers, therefore staff is recommending securing an 18-month rate. The 18-month rate for Florida Health Care Plans is at a rate of a 0% change in premium.

The proposed contract includes authorization for renewals beginning in January of 2020, subject to the city manager's approval.

Project No.:      Funding Account No.: Multiple

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**ATTACHMENTS:**

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|    |                                                                 |                                                                                 |
|----|-----------------------------------------------------------------|---------------------------------------------------------------------------------|
| 1. | FLHCP Standard Contract for Services                            | FLHCP Standard Contract for Services.pdf                                        |
| 2. | Original Proposals for 6, 12 and 18 Months                      | Original Proposals for 6, 12 and 18 Months.pdf                                  |
| 3. | Updated/Modified 18 Month Rates                                 | Updated 18 Month Rates.pdf                                                      |
| 4. | RFP 18-12                                                       | RFP 18-12.pdf                                                                   |
| 5. | 18-12 Intent to Award (3-28-18)                                 | 18-12 Intent to Award (3-28-18).pdf                                             |
| 6. | Rx (Prescription) Disruption Report                             | Rx Disruption.pdf                                                               |
| 7. | Cost Comparison by Contribution Source                          | City Contribution Comparison.pdf                                                |
| 8. | Provider Disruption- Paid Top 100 Encounters - Yellow FHCP Only | City Of Port Orange - Paid Top 100 Encounter - 012017 thru 122017 - updated.pdf |
| 9. | 18-12 Final Ranking                                             | 18-12 Final Ranking.pdf                                                         |

---

Heather Carrizales  
 Jamie Miller  
 James Tillman  
 Tracey Riehm  
 Margaret Roberts  
 Jake Johansson  
 Robin Fenwick

Created/Initiated - 03/23/2018  
 Approved - 03/30/2018  
 Approved - 04/05/2018  
 Approved - 04/06/2018  
 Approved - 04/06/2018  
 Approved - 04/06/2018  
 Final Approval - 04/06/2018

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## CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

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This Standard Contract for Services ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **FLORIDA HEALTH CARE PLAN, INC.**, a Florida corporation whose principal address is 1340 Ridgewood Avenue, Holly Hill, Florida 32117. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Employee Group Health and Welfare Insurance Benefits, as more specifically described in Exhibit "1," attached hereto.
- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, this Contract shall commence on July 1, 2018 and continue for a period of eighteen months (the "Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional one-year periods, subject to City Manager approval. The City reserves the right to extend the Contract after the last day of the second annual renewal extension. The extension shall not exceed ninety (90) days.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor monthly at the prices set forth in Exhibit "1." Actual premium may vary based on total number of insureds. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

4. Contract Administration. The Administrative Services Director, Jamie Miller, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - (1) the cost of work performed or supplies delivered;
  - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG**

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

| Standard Insurance Requirements     |                                                   |                                                                                                                   |                                                                                                                                                                                                                                               |
|-------------------------------------|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     | Insurance                                         | Standards                                                                                                         | Additional Requirements                                                                                                                                                                                                                       |
| <input checked="" type="checkbox"/> | Workers' Compensation<br><br>Additional Coverage: | Limits: Coverage A - Statutory<br>Coverage B - \$100,000<br><br>All States (Broad Form)<br>Voluntary Compensation | <input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br><input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required. |



|                                     |                                                                                                             |                                                                                                                                                                                            |                                                                                                                                                                                                                                                                          |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> | Comprehensive General Liability (including Completed Operations and Contractual Liability)                  | <u>Limits:</u> Combined Single Limit Bodily Injury and Property damage<br>\$500,000 occurrence<br>\$1,000,000 Aggregate                                                                    | <input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| <input checked="" type="checkbox"/> | Comprehensive Business, Automobile Liability to include all automobiles.<br><br><u>Additional Coverage:</u> | <u>Limits:</u> Auto Liability Bodily Injury:<br>\$200,000 each person<br>\$300,000 each occurrence.<br>Property Damage Liability<br>\$100,000 each occurrence.<br><br>Non-Owned, Hired Car | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage                                                                                                                                                                                                 |

| <b>Additional Insurance Requirements</b> |                                                                                                                                                                                                                                                     |                                                                                                                                                                                   |                                                                                                                                                                  |
|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>                 | Property Insurance Builders Risk.<br><br><u>Additional Coverage:</u>                                                                                                                                                                                | <u>Limits:</u> Buildings - Completed value of Contract.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| <input type="checkbox"/>                 | Professional Liability                                                                                                                                                                                                                              | <u>Limits:</u> Coverage - \$1,000,000 minimum.                                                                                                                                    |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Installation Floater (IT)                                                                                                                                                                                                                           | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Contractor Pollution Liability                                                                                                                                                                                                                      | <u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>                                                                                                                                 |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Errors and Omissions                                                                                                                                                                                                                                | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Payment and Performance Bond Required                                                                                                                                                                                                               | <u>Limits:</u> Coverage - Equal to amount of Contract.                                                                                                                            |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Department Head waives Payment and Performance Bond for work under \$25,000.00.                                                                                                                                                                     |                                                                                                                                                                                   |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Unless otherwise required by law, Department Head waives Insurance for work described as follows:<br>(check at least one)<br><input type="checkbox"/> under \$25,000.00<br><input type="checkbox"/> including goods F.O.B. the place of destination |                                                                                                                                                                                   |                                                                                                                                                                  |

12. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

16. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

17. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director,



corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

19. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

20. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

22. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

23. Controlling Law. **THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

24. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

26. Notice. For purposes of this Contract, notices shall be sent as follows:

|             |                                                                                                                                                                                                                      |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:       | City of Port Orange<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                                                                            |
| Copy to:    | City of Port Orange<br>Attention: Jamie Miller, Administrative Services Director<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5562                                                          |
| Contractor: | Florida Health Care Plan, Inc.<br>Attention: Wendy A. Myers, M.D., President/Chief Executive Officer<br>1340 Ridgewood Avenue<br>Holly Hill, Florida 32117<br>(386) 676-7100 – Telephone<br>David.Miller2@bcbsfl.com |

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered

mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

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

***[Remainder of this page intentionally left blank]***

Witnesses:

FLORIDA HEALTH CARE PLAN, INC.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Wendy A. Myers, M.D.

President/Chief Executive Officer

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

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Wendy A. Myers, M.D., as President/Chief Executive Officer of Florida Health Care Plan, Inc., a Florida 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:*

# EXHIBIT “1”

Consisting of 29 Pages



A Proposal of Employee Benefits Coverage and Service

## City of Port Orange



### Benefits Team

Jessica Scott  
Senior Vice President

Clare Sapp  
Account Manager

Brandon Savage  
Analytics

Liz Graffagnino  
Marketing Analyst

Proposal Date: February 23, 2018

Effective Date: July 1, 2018



## **Brown & Brown**

Brown & Brown is one of the largest and most respected independent insurance intermediaries in the nation, with over 70 years of continuous service. The Company is ranked as the sixth largest such organization in the United States by Business Insurance magazine.

Brown & Brown's clientele is as diverse as the American economy itself. There is hardly a business, industrial or professional insurance situation that has not presented itself to Brown & Brown including: Health/Medical, Retail, Construction, Marine, Transportation, e-Commerce, High Technology, Financial, Legal, Agricultural, Colleges and Universities, Golf Courses and Country Clubs, Governmental Entities, General Aviation, Hospitals, Hotels, Motels, Resorts, Manufacturing, Medical Care Facilities, Museums, Nursing Homes, Restaurants, Religious Institutions, Schools and many more.

Employee Benefits is just one area of expertise we can provide. Our benefit programs include Medical, Dental, Vision, Cobra, Life, Disability and Section 125 pre-tax reimbursement accounts just to name a few. We are able to provide fully insured programs for employers of all sizes and self-funded programs to meet the special needs of employers interested in that type of arrangement. In addition to providing the insurance programs, we assist in the design, cost-containment, management and development of your employee benefit package.

All Employee Benefit clients are assigned an "In House" service representative to assist with Billing, Claims, Eligibility, Enrollment, or any other issues or questions that arise.

For our clients that opt for self-insured programs, we not only provide the mentioned above, but also supply detailed reports to help you monitor your program closely. We also place the reinsurance, help design a plan to meet your needs and work closely with you and the Third Party administrator during the implementation as well as throughout the year to ensure the plan operates smoothly.

As for property and casualty, Brown & Brown is a recognized leader in the area of professional liability, governmental and municipal insurance programs, pollutions liability and many other specialized areas of risk. All property and casualty clients are assigned an "In-House" service representative along with a claims analyst to assist with daily issues, along with some of the best marketing representatives to search for the most competitive products and services our clients desire.

### **Commitment to Our Clients**

The Employee Benefits Division at Brown & Brown of Florida, Inc. is focused on providing you with the best products at the most competitive rates possible. We ensure a very high level of customer service by remaining involved with you after the plan's effective date.

In addition to the Brown & Brown of Florida, Inc. Account Executive, all clients are assigned a team of dedicated service and marketing professionals committed to fast, efficient and friendly service during plan renewal and every other day of the year.

- We provide assistance with carriers to resolve any issues concerning policy administration, claims and billing.
- We provide expertise in designing, analyzing, and maintaining an employee benefits program that will help you attract and retain quality employees.
- We provide timely guidance on local and national trends in employee benefits and in the carrier marketplace.

As part of the 6th largest insurance broker in the country (as determined by Business Insurance magazine) we have the resources to partner with clients of all sizes and industries to maximize benefits and contain costs.

The Employee Benefits Division in Daytona Beach, FL is fully automated and highly efficient in marketing plan renewals and new business. We have access to all local and national carriers, third party administrators, and other specialists in the employee benefits industry including:

Medical · Dental · Vision · Life · Disability Plans · Cafeteria Plans · 401(k) Plans · Self-funded and Partially Self-funded arrangements · Employee Assistance Programs · Voluntary (employee-paid) Long-Term Disability, Short-Term Disability, Dental and Accident & Sickness plans.

#### **Phone**

(800) 877-2769

(386) 252-9601

#### **Address**

Brown & Brown of Florida, Inc.

220 South Ridgewood Avenue

Daytona Beach, FL 32114

#### **Website**

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

NYSE Listed: BRO

## Disclaimer Information

The analysis of the following plans is a summary. You must refer to the contract and plan description for a full list of coverages and exclusions. In some instances broader coverage may be available. The rates and benefits in this proposal are based upon underwriting factors which included, but are not limited to, the census provided, the effective date shown, the status of employees/dependents (i.e. actively at work, COBRA, FMLA), final enrollment, etc. If any of the aforementioned changes prior to the proposed effective date, the final provisions, including rates, for these plans may vary or result in the proposed plan to be withdrawn. The rates shown are not guaranteed. Executive summaries are created by Brown & Brown of Florida, Inc. and neither the carrier nor Brown & Brown of Florida, Inc. will be held responsible for typographical or clerical errors. This proposal may not be a complete listing of all available benefit options. Different benefit levels may be available. This proposal is the proprietary work product of Brown and Brown of Florida, Inc. and is not authorized for further use or distribution. All insurance carriers have their own operating procedures. A change in carrier could affect certain benefits and coverage.

Brown and Brown of Florida, Inc. representatives are available to explain any items presented. It is assumed that the recipients of this proposal will seek an explanation of any items that may be in question. If coverage is moving to another carrier, please do not cancel your inforce coverage until advised by Brown and Brown of Florida, Inc. Most carriers require a minimum of 30 days written notice to cancel coverage. Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision and avoid duplicate coverage. The network provider/facility lists obtained via paper directories or carrier websites may contain providers and facilities that are no longer participating in the insurance carriers' networks. We cannot be responsible for any changes to the provider/facility listings that are not reflected. To ensure that a specific provider or facility is still participating in the provider's preferred network, we recommend contacting the provider/facility directly. For a current list, you may look on the Internet or call the toll-free number provided in each of the directories. Brown & Brown representatives may from time to time provide guidance regarding certain legal requirements affecting health plans, including the requirements of federal and state health care reform legislation. Such guidance is based on good-faith interpretation of laws and regulations currently in effect, and is not intended to be a substitute for legal advice. Employers should contact their own legal counsel for advice for legal requirements.

Failure to adhere to provisions of the Affordable Care Act (such as pay-or-pay, employer reporting requirements, benefit mandates, etc.) may result in significant fees and penalties to the employer. For a more comprehensive explanation of what fees and penalties may apply to you, you may contact your Brown and Brown of Florida, Inc. representative at any time. You are required to comply with Health Care Reform's Summary of Benefits & Coverage (SBC) distribution guidelines, which include requirements for SBC distribution at the plan renewal date. If an employee must enroll to continue coverage, the SBC must be provided when open enrollment materials are distributed. If enrollment materials are not distributed, employees must receive an SBC by the first day they are eligible to enroll. For insured plans, if coverage continues automatically for the new year, the SBC must be provided at least 30 days before the beginning of the new plan year. If the policy is not issued by that date, the SBC must be provided within seven business days once the information is available. Please refer to the Department of Health & Human Services' (HHS) official guidance for complete details regarding renewal and other SBC distribution guidelines.

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverage's, other parties, such as excess and surplus lines broker, wholesale brokers, reinsurance intermediaries, underwriting managers, and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc. may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payment, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars other insured that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by the insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

### Questions and Information Request:

Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry.shtml>.

## CURRENT GUIDE TO BEST'S RATINGS

### **Best's Rating:**

*Represents an opinion based on a company's financial strength, operating performance and market profile*

Secure Best's Ratings: A++ to B+ (Superior to Good)

Vulnerable Best's Ratings: B to D (Fair to Poor)

### **Outlooks:**

Positive = indicates possible rating upgrade due to favorable financial/market trend relative to the current rating level.

### **Not Rated Companies:**

NR = Companies that are not rated by A.M. Best

### **Rating Modifiers:**

u = Under Review (change in financial condition)

pd = Public Data (Insurers do not subscribe to Best's rating process)

s = Syndicate (operating at Lloyds)

### **Financial Size Categories:**

*Reflects the company's size based on its capital surplus and conditional reserve funds in millions of U.S. dollars, using the scale below:*

|                     |                  |          |                     |
|---------------------|------------------|----------|---------------------|
| FSC I less than 1   | less than 1 mill | FSC IX   | 250 to 500          |
| FSC II 1 to 2       | 1 to 2           | FSC X    | 500 to 750          |
| FSC III 2 to 5      | 2 to 5           | FSC XI   | 750 to 1,000        |
| FSC IV 5 to 10      | 5 to 10          | FSC XII  | 1,000 to 1,250      |
| FSC V 10 to 25      | 10 to 25         | FSC XIII | 1,250 to 1,500      |
| FSC VI 25 to 50     | 25 to 50         | FSC XIV  | 1,500 to 2,000      |
| FSC VII 50 to 100   | 50 to 100        | FSC XV   | greater than 2,000  |
| FSC VIII 100 to 250 | 100 to 250       | " -- "   | unknown / not rated |

## A.M. BEST'S INSURANCE RATINGS & CARRIER WEBSITES

***The insurance company providing coverage has the following A.M. Best Financial Rating:***

A++ to D = Highest to Lowest Rating

XV to I = Largest to Smallest Rating

***Not Rated Companies:***

NR = Not rated by A.M. Best

| Carrier Name                        | Best's Rating<br>for Stability | FSC<br>Rating<br>for<br>Assets/<br>Surplus | Web Address          | Provider Directory |
|-------------------------------------|--------------------------------|--------------------------------------------|----------------------|--------------------|
| Aetna Health Inc.                   | A                              | XV                                         | www.aetna.com        | Yes                |
| Florida Health Care Plan Inc        | A+                             | XV                                         | www.fhcp.com         | Yes                |
| Health First Health Plans           | NR                             | NR                                         | www.health-first.org | Yes                |
| United Healthcare Insurance Company | A                              | XV                                         | www.uhc.com          | Yes                |

**Carrier Requirements  
Large Group (50 +)**

**Aetna**

Submission deadline is 15th of month prior  
Group questionnaire required  
Minimum participation is 75% all eligibles

**Health First Health Plans**

Submission deadline is 20th of month prior  
Group questionnaire required  
Minimum participation is 70% all eligibles

**Florida Health Care Plans**

**Current**

**United Healthcare**

Submission deadline is 20th of month prior  
Group questionnaire required  
Minimum participation is 75% all eligibles

**Please Note:**

**If you are moving your coverage to a new carrier, please do not cancel your inforce coverage until advised by Brown & Brown of Florida, Inc.. Most carriers require a minimum of 30 days written notice to cancel coverage (even if it is at the anniversary of the policy). Please check your policy contracts to be sure you meet the terms of your carrier cancellation provision to avoid duplicate coverage.**

**These deadlines represent the final date most carrier's will accept for the selected effective date, however it does not guarantee that implementation will be completed and ID cards will be delivered by the effective date.**

## NOTICE OF CARRIER FINANCIAL STATUS

Brown & Brown of Daytona, and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer entity. We endeavored to place your coverage with an insurance carrier with an A.M. Best Company financial rating of “A-” or better.\* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of a company or otherwise predict whether the financial condition of a company might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of insurance coverage. Accordingly, this will serve as notice of the following with regard to the placement of the insurance indicated below and with regard to any subsequent renewal of such insurance:

Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from A.M. Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.

Insurance coverage is being placed through Health First Health Plans, which is currently not rated by A.M. Best Company.

The financial condition of insurance companies may change rapidly and that such changes are beyond the control of Brown & Brown.

You have had the ability to review the financial information for this carrier as found in one or more of the following sources: a state department of insurance website, A.M. Best Company website, carrier or a carrier website.

You have had an opportunity to consider the information provided regarding your insurance quote and insurance placement and review it with your accountants, legal counsel and advisors.

**Named Insured:**

**Policy Number:**

**Policy Period:**

**Date of Notice:**

**\* A.M. Best Rating Guide:**

**Rating for Assets/ Surplus: 15 to 1 - Largest to smallest rating**

## City of Port Orange

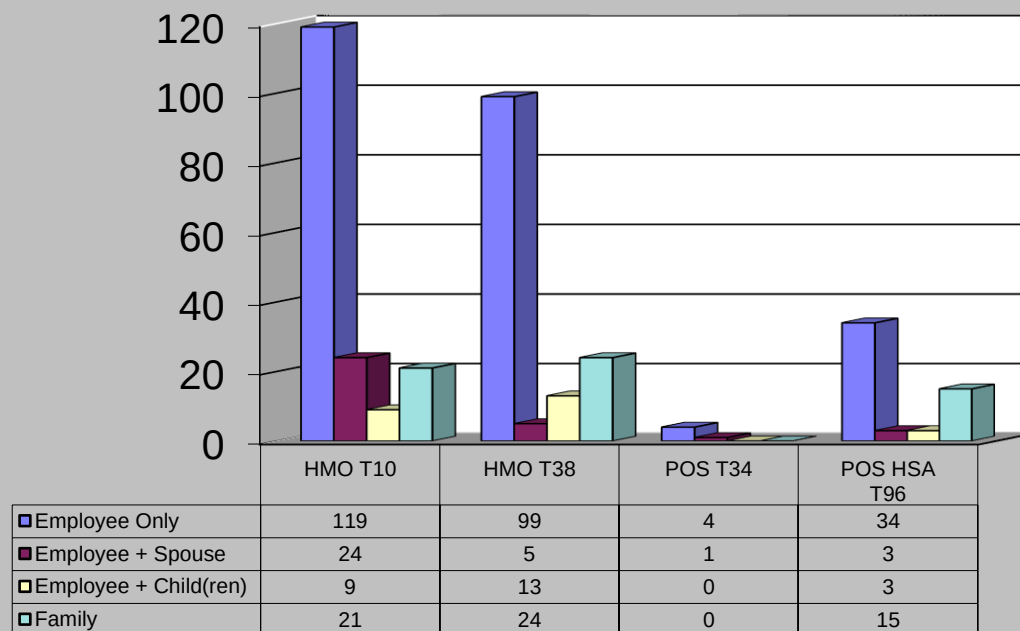
July 1, 2018 - June 30, 2019  
MEDICAL PARTICIPATION OVERVIEW

| Enrollment Data       | Current/Renewal | Current/Renewal | Current/Renewal | Current/Renewal | Total      |
|-----------------------|-----------------|-----------------|-----------------|-----------------|------------|
|                       | HMO T10         | HMO T38         | POS T34         | POS HSA T96     |            |
| Employee Only         | 119             | 99              | 4               | 34              | 256        |
| Employee + Spouse     | 24              | 5               | 1               | 3               | 33         |
| Employee + Child(ren) | 9               | 13              | 0               | 3               | 25         |
| Family                | 21              | 24              | 0               | 15              | 60         |
| <b>Total</b>          | <b>173</b>      | <b>141</b>      | <b>5</b>        | <b>55</b>       | <b>374</b> |

|                                  |         |
|----------------------------------|---------|
| Declining Medical (waivers only) | 0       |
| Participation                    | 100.00% |

(participation does not include employees with other coverage)

**Active Employee Participation**

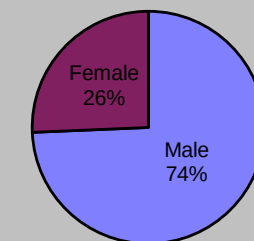


(Includes all eligible employees)

| Male | Female |
|------|--------|
| 278  | 96     |

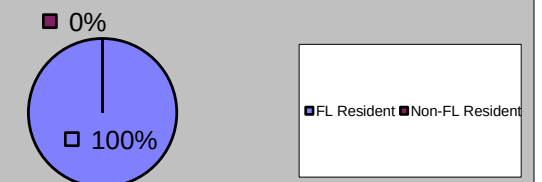
| Average Age |
|-------------|
| 44          |

**Active Male / Female Ratio**



|                 |     |
|-----------------|-----|
| FL Resident     | 374 |
| Non-FL Resident | 0   |

**Florida Resident vs. Non-Resident**



## City of Port Orange - Retirees

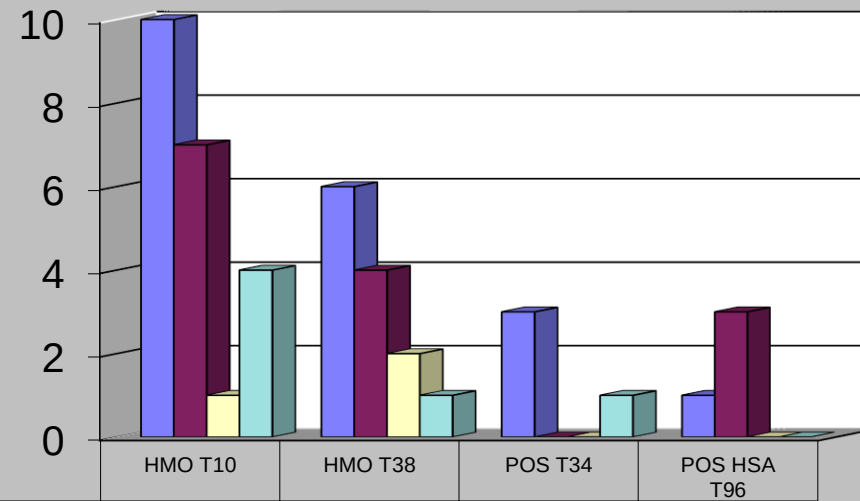
July 1, 2018 - June 30, 2019  
MEDICAL PARTICIPATION OVERVIEW

| Enrollment Data       | Current/Renewal | Current/Renewal | Current/Renewal | Current/Renewal | Total     |
|-----------------------|-----------------|-----------------|-----------------|-----------------|-----------|
|                       | HMO T10         | HMO T38         | POS T34         | POS HSA T96     |           |
| Employee Only         | 10              | 6               | 3               | 1               | 20        |
| Employee + Spouse     | 7               | 4               | 0               | 3               | 14        |
| Employee + Child(ren) | 1               | 2               | 0               | 0               | 3         |
| Family                | 4               | 1               | 1               | 0               | 6         |
| <b>Total</b>          | <b>22</b>       | <b>13</b>       | <b>4</b>        | <b>4</b>        | <b>43</b> |

|                                  |         |
|----------------------------------|---------|
| Declining Medical (waivers only) | 0       |
| Participation                    | 100.00% |

(participation does not include employees with other coverage)

Active Employee Participation



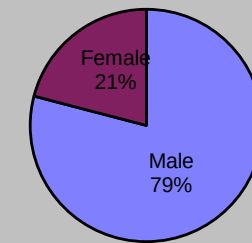
|                       |    |   |   |   |
|-----------------------|----|---|---|---|
| Employee Only         | 10 | 6 | 3 | 1 |
| Employee + Spouse     | 7  | 4 | 0 | 3 |
| Employee + Child(ren) | 1  | 2 | 0 | 0 |
| Family                | 4  | 1 | 1 | 0 |

(Includes all eligible employees)

| Male | Female |
|------|--------|
| 34   | 9      |

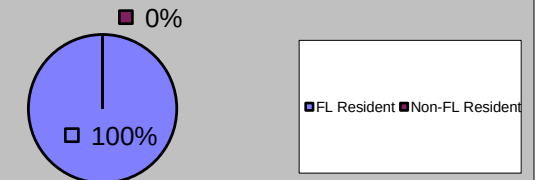
| Average Age |
|-------------|
| 59          |

Active Male / Female Ratio



|                 |    |
|-----------------|----|
| FL Resident     | 43 |
| Non-FL Resident | 0  |

Florida Resident vs. Non-Resident





Marketing Summary

Medical

|                                   |              |
|-----------------------------------|--------------|
| Aetna                             | See Proposal |
| Florida HealthCare                | Current      |
| Florida Hospital Care Adv         | See Proposal |
| United HealthCare                 | See Proposal |
| Florida Municipal Insurance Trust | See Proposal |



# Rate Summary

| Line of Coverage:                 |          | Medical        |                |                |               |
|-----------------------------------|----------|----------------|----------------|----------------|---------------|
| Carrier                           | Status   | Rate Guarantee | Annual Premium | \$ vs. Current | % vs. Current |
| Florida Healthcare                | Current  |                | \$3,606,724    |                |               |
| Florida Healthcare                | Option 1 | 6 Months       | \$3,499,744    | (\$106,980)    | -3.0%         |
| Florida Healthcare                | Option 2 | 1 Year         | \$3,535,819    | (\$70,904)     | -2.0%         |
| Florida Healthcare                | Option 3 | 18 Months      | \$3,716,201    | \$109,478      | 3.0%          |
| Aetna                             | Option 1 | 1 Year         | \$3,462,452    | (\$144,272)    | -4.0%         |
| Florida Hospital Care Advantage   | Option 1 | 6 Months       | \$3,372,284    | (\$234,439)    | -6.5%         |
| Florida Hospital Care Advantage   | Option 2 | 1 Year         | \$3,383,099    | (\$223,625)    | -6.2%         |
| Florida Hospital Care Advantage   | Option 3 | 1 Year         | \$3,906,082    | \$299,359      | 8.3%          |
| Florida Hospital Care Advantage   | Option 4 | 18 Months      | \$3,693,276    | \$86,552       | 2.4%          |
| United Healthcare                 | Option 1 | 1 Year         | \$3,581,976    | (\$24,748)     | -0.7%         |
| United Healthcare                 | Option 2 | 18 Months      | \$3,664,531    | \$57,807       | 1.6%          |
| Florida Municipal Insurance Trust | Option 1 | 1 Year         | \$3,932,232    | \$325,508      | 9.0%          |
| Florida Municipal Insurance Trust | Option 2 | 1 Year         | \$3,768,912    | \$162,188      | 4.5%          |
| Florida Municipal Insurance Trust | Option 3 | 1 Year         | \$3,627,816    | \$21,092       | 0.6%          |

City of Port Orange  
July 1, 2018 - December 31, 2018

Rates subject to final enrollment and underwriting

City of Port Orange  
July 1, 2018 - June 30, 2019

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2018 - December 31, 2019

| Current   Renewal (18 Month Rates)                  |                                      |            |             |                                      |            |             |                                      |            |            |                                      |            |            |
|-----------------------------------------------------|--------------------------------------|------------|-------------|--------------------------------------|------------|-------------|--------------------------------------|------------|------------|--------------------------------------|------------|------------|
| Vendor                                              | Florida Healthcare                   |            |             | Florida Healthcare                   |            |             | Florida Healthcare                   |            |            | Florida Healthcare                   |            |            |
| Plan Name                                           | FHC T10                              |            |             | FHC T38                              |            |             | FHC T34                              |            |            | FHC T96                              |            |            |
| Plan Type                                           | HMO                                  |            |             | HMO                                  |            |             | POS                                  |            |            | POS HSA                              |            |            |
| Plan Details                                        | Network                              |            |             | Network                              |            |             | Network                              |            |            | Network                              |            |            |
|                                                     | Single                               | Family     |             | Single                               | Family     |             | Single                               | Family     |            | Single                               | Family     |            |
| Plan Deductible                                     | \$0                                  | \$0        |             | \$500                                | \$1,000    |             | \$0                                  | \$0        |            | \$1,350*                             | \$2,700*   |            |
| Embedded Deductible:                                | N/A                                  |            |             | Yes                                  |            |             | N/A                                  |            |            | No                                   |            |            |
| Calendar or Policy Year:                            | Calendar                             |            |             | Calendar                             |            |             | Calendar                             |            |            | Calendar                             |            |            |
| Coinsurance:                                        | 15%                                  |            |             | 20%                                  |            |             | 10%                                  |            |            | 20%                                  |            |            |
| Maximum Out-of-Pocket:                              | \$3,000                              | \$6,000    |             | \$4,000                              | \$8,000    |             | \$3,000                              | \$6,000    |            | \$5,000                              | \$5,000    |            |
| (Includes Deductible, Copay, Rx)                    | Yes                                  |            |             | Yes                                  |            |             | Yes                                  |            |            | Yes                                  |            |            |
| Physician Services                                  |                                      |            |             |                                      |            |             |                                      |            |            |                                      |            |            |
| Office Visit:                                       | \$20                                 |            |             | \$25                                 |            |             | \$20                                 |            |            | Deductible + Coinsurance             |            |            |
| Specialist:                                         | \$35                                 |            |             | \$50                                 |            |             | \$35                                 |            |            | Deductible + Coinsurance             |            |            |
| Chiropractic:                                       | \$15                                 |            |             | \$25                                 |            |             | \$15                                 |            |            | Deductible + Coinsurance             |            |            |
| Telemedicine:                                       | \$10                                 |            |             | \$10                                 |            |             | \$10                                 |            |            | \$40                                 |            |            |
| Hospital / Emergency Services                       |                                      |            |             |                                      |            |             |                                      |            |            |                                      |            |            |
| Inpatient Hospital Per Admission:                   | \$200                                |            |             | Deductible + Coinsurance             |            |             | \$250 per day (Days 1-5)             |            |            | Deductible + Coinsurance             |            |            |
| Emergency Room:                                     | \$100                                |            |             | \$350                                |            |             | \$100                                |            |            | Deductible + Coinsurance             |            |            |
| Urgent Care:                                        | \$60                                 |            |             | \$100                                |            |             | \$60                                 |            |            | Deductible + Coinsurance             |            |            |
| Outpatient Surgical Facility:                       | \$100                                |            |             | Deductible + Coinsurance             |            |             | \$100                                |            |            | Deductible + Coinsurance             |            |            |
| Ambulatory Surgery Center:                          | \$100                                |            |             | Deductible + Coinsurance             |            |             | \$100                                |            |            | Deductible + Coinsurance             |            |            |
| Diagnostic Services (Independent Facility)          |                                      |            |             |                                      |            |             |                                      |            |            |                                      |            |            |
| Lab & X-Ray Outpatient:                             | \$0                                  |            |             | \$0                                  |            |             | \$0                                  |            |            | Deductible + Coinsurance             |            |            |
| Advanced Imaging Services (MRI, MRA, PET, CT):      | \$0                                  |            |             | Deductible + Coinsurance             |            |             | \$0                                  |            |            | Deductible + Coinsurance             |            |            |
| Prescription Drug                                   |                                      |            |             |                                      |            |             |                                      |            |            |                                      |            |            |
| Deductible:                                         | N/A                                  |            |             | N/A                                  |            |             | N/A                                  |            |            | Calendar Year Deductible             |            |            |
| Prescription Tier                                   | \$3   \$10   \$30   \$55   15%   25% |            |             | \$3   \$10   \$30   \$55   15%   25% |            |             | \$3   \$10   \$30   \$55   15%   25% |            |            | \$3   \$10   \$30   \$55   15%   25% |            |            |
| Walgreens Tier                                      | \$15   \$35   \$60                   |            |             | \$15   \$35   \$60                   |            |             | \$15   \$35   \$60                   |            |            | \$15   \$35   \$60                   |            |            |
| Mail Order Prescription (90 Day Supply):            | \$6   \$27   \$87   \$162            |            |             | \$6   \$27   \$87   \$162            |            |             | \$6   \$27   \$87   \$162            |            |            | \$6   \$27   \$87   \$162            |            |            |
| Non-Network Plan Details                            | Non-Network                          |            |             | Non-Network                          |            |             | Non-Network                          |            |            | Non-Network                          |            |            |
| Plan Deductible                                     |                                      |            |             |                                      |            |             | \$2,000                              |            | \$4,000    | \$2,600                              |            | \$5,200    |
| Coinsurance:                                        |                                      |            |             |                                      |            |             | 50%                                  |            |            | 40%                                  |            |            |
| Maximum Out-of-Pocket:                              |                                      |            |             |                                      |            |             | \$6,000                              |            | \$12,000   | \$10,000                             |            | \$10,000   |
| Per Occurrence Deductible (Inpatient/Outpatient):   |                                      |            |             |                                      |            |             | N/A                                  |            |            | N/A                                  |            |            |
| Plan Rates   Current Enrollment                     | Current                              | Renewal    |             | Current                              | Renewal    |             | Current                              | Renewal    |            | Current                              | Renewal    |            |
| Employee:                                           | 119                                  | \$697.70   | \$717.94    | 99                                   | \$573.04   | \$592.09    | 4                                    | \$702.58   | \$725.49   | 34                                   | \$471.56   | \$484.55   |
| Employee + Spouse:                                  | 24                                   | \$1,232.14 | \$1,267.87  | 5                                    | \$1,011.99 | \$1,045.63  | 1                                    | \$1,240.76 | \$1,281.22 | 3                                    | \$832.78   | \$855.72   |
| Employee + Child(ren):                              | 9                                    | \$1,232.14 | \$1,267.87  | 13                                   | \$1,011.99 | \$1,045.63  | 0                                    | \$1,240.76 | \$1,281.22 | 3                                    | \$832.78   | \$855.72   |
| Family:                                             | 21                                   | \$1,511.22 | \$1,555.05  | 24                                   | \$1,241.21 | \$1,282.47  | 0                                    | \$1,521.79 | \$1,571.41 | 15                                   | \$1,021.41 | \$1,049.54 |
| Estimated Monthly Premiums:                         | 173                                  | \$155,423  | \$159,931   | 141                                  | \$104,736  | \$108,218   | 5                                    | \$4,051    | \$4,183    | 55                                   | \$36,351   | \$37,352   |
| Estimated Annual Premiums:                          | \$1,865,070                          |            | \$1,919,167 | \$1,256,830                          |            | \$1,298,610 | \$48,613                             |            | \$50,198   | \$436,210                            |            | \$448,225  |
| Rate Change from Current (%):                       |                                      |            | 2.9%        |                                      |            | 3.3%        |                                      |            | 3.3%       |                                      |            | 2.8%       |
|                                                     | Current                              |            | Renewal     |                                      |            |             |                                      |            |            |                                      |            |            |
| Estimated Grand Total Annual Premiums:              | \$3,606,724                          |            | \$3,716,201 |                                      |            |             |                                      |            |            |                                      |            |            |
| PEPY                                                | \$9,644                              |            | \$9,936     |                                      |            |             |                                      |            |            |                                      |            |            |
| Rate Change from Current (%):                       |                                      |            | 3.0%        | *Specialty Rx 2017 - \$125 copay     |            |             |                                      |            |            |                                      |            |            |
| Rate Change from Current (\$):                      |                                      |            | \$109,478   |                                      |            |             |                                      |            |            |                                      |            |            |
| *Change from 2017 - \$1,300 Single / \$2,600 Family |                                      |            |             |                                      |            |             |                                      |            |            |                                      |            |            |

Rates subject to final enrollment and underwriting



Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2018 - June 30, 2019

|                                                   |     |                               |         |                               |         |                             |         |                             |         |
|---------------------------------------------------|-----|-------------------------------|---------|-------------------------------|---------|-----------------------------|---------|-----------------------------|---------|
| July 1, 2018 - June 30, 2019                      |     | *Illustrative Rates*          |         |                               |         |                             |         |                             |         |
|                                                   |     | Option 1                      |         |                               |         |                             |         |                             |         |
| Vendor                                            |     | Aetna                         |         | Aetna                         |         | Aetna                       |         | Aetna                       |         |
| Plan Name                                         |     | HNOOnly / OAMC \$0            |         | HNOOnly / OAMC \$500          |         | HNOption / OAMC \$0         |         | HNOption / OAMC \$1,350 HSA |         |
| Plan Type                                         |     | HMO                           |         | HMO                           |         | POS                         |         | POS HSA                     |         |
| Plan Details                                      |     | Network                       |         | Network                       |         | Network                     |         | Network                     |         |
|                                                   |     | Single                        | Family  | Single                        | Family  | Single                      | Family  | Single                      | Family  |
| Plan Deductible                                   |     | \$0                           | \$0     | \$500                         | \$1,000 | \$0                         | \$0     | \$1,350                     | \$2,700 |
| Embedded Deductible:                              |     | N/A                           |         | Yes                           |         | N/A                         |         | No                          |         |
| Calendar or Policy Year:                          |     | Calendar                      |         | Calendar                      |         | Calendar                    |         | Calendar                    |         |
| Coinsurance:                                      |     | 20%                           |         | 20%                           |         | 10%                         |         | 20%                         |         |
| Maximum Out-of-Pocket:                            |     | \$3,000                       | \$6,000 | \$4,000                       | \$8,000 | \$3,000                     | \$6,000 | \$5,000                     | \$5,000 |
| (Includes Deductible, Copay, Rx)                  |     | Yes                           |         | Yes                           |         | Yes                         |         | Yes                         |         |
| Physician Services                                |     |                               |         |                               |         |                             |         |                             |         |
| Office Visit:                                     |     | \$20                          |         | \$25                          |         | \$20                        |         | Deductible + Coinsurance    |         |
| Specialist:                                       |     | \$35                          |         | \$50                          |         | \$35                        |         | Deductible + Coinsurance    |         |
| Chiropractic:                                     |     | \$35                          |         | \$50                          |         | \$35                        |         | Deductible + Coinsurance    |         |
| Telemedicine:                                     |     | \$40                          |         | \$40                          |         | \$40                        |         | \$40                        |         |
| Hospital / Emergency Services                     |     |                               |         |                               |         |                             |         |                             |         |
| Inpatient Hospital Per Admission:                 |     | \$200                         |         | Deductible + Coinsurance      |         | \$250 per day (days 1-5)    |         | Deductible + Coinsurance    |         |
| Emergency Room:                                   |     | \$100                         |         | \$300                         |         | \$100                       |         | Deductible + Coinsurance    |         |
| Urgent Care:                                      |     | \$60                          |         | \$100                         |         | \$60                        |         | Deductible + Coinsurance    |         |
| Outpatient Surgical Facility:                     |     | \$100                         |         | Deductible + Coinsurance      |         | \$100                       |         | Deductible + Coinsurance    |         |
| Ambulatory Surgery Center:                        |     | \$100                         |         | Deductible + Coinsurance      |         | \$100                       |         | Deductible + Coinsurance    |         |
| Diagnostic Services                               |     |                               |         |                               |         |                             |         |                             |         |
| Lab & X-Ray Outpatient:                           |     | \$35                          |         | Deductible + Coinsurance      |         | \$35                        |         | Deductible + Coinsurance    |         |
| Advanced Imaging Services (MRI, MRA, PET, CT):    |     | \$35                          |         | Deductible + Coinsurance      |         | \$35                        |         | Deductible + Coinsurance    |         |
| Prescription Drug                                 |     |                               |         |                               |         |                             |         |                             |         |
| Deductible:                                       |     | N/A                           |         | N/A                           |         | N/A                         |         | Calendar Year Deductible    |         |
| Prescription Tier                                 |     | \$5   \$30   \$55             |         | \$5   \$30   \$55             |         | \$10   \$30   \$50          |         | \$5   \$30   \$55           |         |
| Specialty                                         |     | 20% to \$100   \$30% to \$150 |         | 20% to \$100   \$30% to \$150 |         | 20% to \$100   30% to \$150 |         | 20% to \$100                |         |
| Mail Order Prescription (90 Day Supply):          |     | 2x's Copay                    |         | 2x's Copay                    |         | 2x's Copay                  |         | 2x's Copay                  |         |
| Non-Network Plan Details                          |     | Non-Network                   |         | Non-Network                   |         | Non-Network                 |         | Non-Network                 |         |
| Plan Deductible                                   |     |                               |         |                               |         | \$2,000                     |         | \$2,600                     |         |
| Coinsurance:                                      |     |                               |         |                               |         | 50%                         |         | 40%                         |         |
| Maximum Out-of-Pocket:                            |     |                               |         |                               |         | \$6,000                     |         | \$10,000                    |         |
| Per Occurrence Deductible (Inpatient/Outpatient): |     |                               |         |                               |         | N/A                         |         | N/A                         |         |
| Plan Rates   Current Enrollment                   |     | Option 1                      |         |                               |         |                             |         |                             |         |
| Employee:                                         | 119 | \$669.79                      | 99      | \$550.12                      | 4       | \$674.48                    | 34      | \$452.70                    |         |
| Employee + Spouse:                                | 24  | \$1,182.85                    | 5       | \$971.51                      | 1       | \$1,191.13                  | 3       | \$799.47                    |         |
| Employee + Child(ren):                            | 9   | \$1,182.85                    | 13      | \$971.51                      | 0       | \$1,191.13                  | 3       | \$799.47                    |         |
| Family:                                           | 21  | \$1,450.77                    | 24      | \$1,191.56                    | 0       | \$1,460.92                  | 15      | \$980.55                    |         |
| Estimated Monthly Premiums:                       | 173 | \$149,205                     | 141     | \$100,547                     | 5       | \$3,889                     | 55      | \$34,897                    |         |
| Estimated Annual Premiums:                        |     | \$1,790,463                   |         | \$1,206,558                   |         | \$46,669                    |         | \$418,762                   |         |
| Rate Change from Current (%):                     |     | -4.0%                         |         | -4.0%                         |         | -4.0%                       |         | -4.0%                       |         |
|                                                   |     | Option 1                      |         |                               |         |                             |         |                             |         |
| Estimated Grand Total Annual Premiums:            |     | \$3,462,452                   |         |                               |         |                             |         |                             |         |
| PEPY                                              |     | \$9,258                       |         |                               |         |                             |         |                             |         |
| Rate Change from Current (%):                     |     | -4.00%                        |         |                               |         |                             |         |                             |         |

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage  
City of Port Orange  
July 1, 2018 - December 31, 2018

| Option 1 (6 Month Rates)                          |                                  |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
|---------------------------------------------------|----------------------------------|------------|-----|----------------------------------|---------|------------|----------------------------------|----------|--------------------------------------|---------------------------------|--|--|
| *All Plans Assume Matching Current Benefits*      |                                  |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| Vendor                                            | Florida Hospital Care Advantage  |            |     | Florida Hospital Care Advantage  |         |            | Florida Hospital Care Advantage  |          |                                      | Florida Hospital Care Advantage |  |  |
| Plan Name                                         | FHCA HMO CS T-10                 |            |     | FHCA HMO CS T-38                 |         |            | FHCA POS 2000 CS T34             |          |                                      | FHCA POS CS T96                 |  |  |
| Plan Type                                         | HMO                              |            |     | HMO                              |         |            | POS                              |          |                                      | POS HSA                         |  |  |
| Plan Details                                      | Network                          |            |     | Network                          |         |            | Network                          |          |                                      | Network                         |  |  |
|                                                   | Single                           | Family     |     | Single                           | Family  |            | Single                           | Family   | Single                               | Family                          |  |  |
| Plan Deductible                                   | \$0                              | \$0        |     | \$500                            | \$1,000 |            | \$0                              | \$0      | \$1,350*                             | \$2,700*                        |  |  |
| Embedded Deductible:                              | N/A                              |            |     | Yes                              |         |            | N/A                              |          | No                                   |                                 |  |  |
| Calendar or Policy Year:                          | Calendar                         |            |     | Calendar                         |         |            | Calendar                         |          | Calendar                             |                                 |  |  |
| Coinsurance:                                      | 15%                              |            |     | 20%                              |         |            | 10%                              |          | 20%                                  |                                 |  |  |
| Maximum Out-of-Pocket:                            | \$3,000                          | \$6,000    |     | \$4,000                          | \$8,000 |            | \$3,000                          | \$6,000  | \$5,000                              | \$5,000                         |  |  |
| (Includes Deductible, Copay, Rx)                  | Yes                              |            |     | Yes                              |         |            | Yes                              |          | Yes                                  |                                 |  |  |
| Physician Services                                |                                  |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| Office Visit:                                     | \$20                             |            |     | \$25                             |         |            | \$20                             |          | Deductible + Coinsurance             |                                 |  |  |
| Specialist:                                       | \$35                             |            |     | \$50                             |         |            | \$35                             |          | Deductible + Coinsurance             |                                 |  |  |
| Chiropractic:                                     | \$15                             |            |     | \$25                             |         |            | \$15                             |          | Deductible + Coinsurance             |                                 |  |  |
| Telemedicine:                                     | N/A                              |            |     | N/A                              |         |            | N/A                              |          | N/A                                  |                                 |  |  |
| Hospital / Emergency Services                     |                                  |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| Inpatient Hospital Per Admission:                 | \$200                            |            |     | Deductible + Coinsurance         |         |            | \$250 per day (Days 1-5)         |          | Deductible + Coinsurance             |                                 |  |  |
| Emergency Room:                                   | \$100                            |            |     | \$350                            |         |            | \$100                            |          | Deductible + Coinsurance             |                                 |  |  |
| Urgent Care:                                      | \$60                             |            |     | \$100                            |         |            | \$60                             |          | Deductible + Coinsurance             |                                 |  |  |
| Outpatient Surgical Facility:                     | \$100                            |            |     | Deductible + Coinsurance         |         |            | \$100                            |          | Deductible + Coinsurance             |                                 |  |  |
| Ambulatory Surgery Center:                        | \$100                            |            |     | Deductible + Coinsurance         |         |            | \$100                            |          | Deductible + Coinsurance             |                                 |  |  |
| Diagnostic Services                               |                                  |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| Lab & X-Ray Outpatient:                           | \$0                              |            |     | \$0                              |         |            | \$0                              |          | Deductible + Coinsurance             |                                 |  |  |
| Advanced Imaging Services (MRI, MRA, PET, CT):    | \$0                              |            |     | Deductible + Coinsurance         |         |            | \$0                              |          | Deductible + Coinsurance             |                                 |  |  |
| Prescription Drug                                 |                                  |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| Deductible:                                       | N/A                              |            |     | N/A                              |         |            | N/A                              |          | Calendar Year Deductible             |                                 |  |  |
| Prescription Tier                                 | \$3   \$10   \$30   \$55   \$125 |            |     | \$3   \$10   \$30   \$55   \$125 |         |            | \$3   \$10   \$30   \$55   \$125 |          | \$3   \$10   \$30   \$55   15%   25% |                                 |  |  |
| Mail Order Prescription (90 Day Supply):          | \$6   \$27   \$87   \$162        |            |     | \$6   \$27   \$87   \$162        |         |            | \$6   \$27   \$87   \$162        |          | \$6   \$27   \$87   \$162            |                                 |  |  |
| Non-Network Plan Details                          | Non-Network                      |            |     | Non-Network                      |         |            | Non-Network                      |          |                                      | Non-Network                     |  |  |
| Plan Deductible                                   |                                  |            |     |                                  |         |            | \$2,000                          | \$4,000  | \$2,600                              | \$5,200                         |  |  |
| Coinsurance:                                      |                                  |            |     |                                  |         |            | 50%                              |          | 40%                                  |                                 |  |  |
| Maximum Out-of-Pocket:                            |                                  |            |     |                                  |         |            | \$6,000                          | \$12,000 | \$10,000                             | \$10,000                        |  |  |
| Per Occurrence Deductible (Inpatient/Outpatient): |                                  |            |     |                                  |         |            | N/A                              |          | N/A                                  |                                 |  |  |
| Plan Rates   Current Enrollment                   | Option 1 (6 Month Rates)         |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| Employee:                                         | 119                              | \$652.35   | 99  | \$535.79                         | 4       | \$656.91   | 34                               | \$440.91 |                                      |                                 |  |  |
| Employee + Spouse:                                | 24                               | \$1,152.05 | 5   | \$946.21                         | 1       | \$1,160.11 | 3                                | \$778.65 |                                      |                                 |  |  |
| Employee + Child(ren):                            | 9                                | \$1,152.05 | 13  | \$946.21                         | 0       | \$1,160.11 | 3                                | \$778.65 |                                      |                                 |  |  |
| Family:                                           | 21                               | \$1,412.99 | 24  | \$1,160.53                       | 0       | \$1,422.87 | 15                               | \$955.02 |                                      |                                 |  |  |
| Estimated Monthly Premiums:                       | 173                              | \$145,320  | 141 | \$97,928                         | 5       | \$3,788    | 55                               | \$33,988 |                                      |                                 |  |  |
| Estimated Annual Premiums:                        | \$1,743,841                      |            |     | \$1,175,133                      |         |            | \$45,453                         |          |                                      | \$407,858                       |  |  |
| Rate Change from Current (%):                     | -6.5%                            |            |     | -6.5%                            |         |            | -6.5%                            |          |                                      | -6.5%                           |  |  |
|                                                   | Option 1 (6 Month Rates)         |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| Estimated Grand Total Annual Premiums:            | \$3,372,284                      |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| PEPY                                              | \$9,017                          |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |
| Rate Change from Current (%):                     | -6.50%                           |            |     |                                  |         |            |                                  |          |                                      |                                 |  |  |

Rates subject to final enrollment and underwriting



Executive Summary of Medical & Prescription Drug Coverage  
City of Port Orange  
July 1, 2018 - June 30, 2019

| Option 2 (12 Month Rates - July 1, 2018 - June 30, 2019) |                                                          |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
|----------------------------------------------------------|----------------------------------------------------------|----------------------------------|---------|---------------------------------|----------------------------------|------------|---------------------------------|----------------------------------|----------|---------------------------------|--------------------------------------|----------|
| *All Plans Assume Matching Current Benefits*             |                                                          |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Vendor                                                   | Florida Hospital Care Advantage                          |                                  |         | Florida Hospital Care Advantage |                                  |            | Florida Hospital Care Advantage |                                  |          | Florida Hospital Care Advantage |                                      |          |
| Plan Name                                                | FHCA HMO CS T-10                                         |                                  |         | FHCA HMO CS T-38                |                                  |            | FHCA POS 2000 CS T34            |                                  |          | FHCA POS CS T96                 |                                      |          |
| Plan Type                                                | HMO                                                      |                                  |         | HMO                             |                                  |            | POS                             |                                  |          | POS HSA                         |                                      |          |
| Plan Details                                             | Network                                                  |                                  |         | Network                         |                                  |            | Network                         |                                  |          | Network                         |                                      |          |
|                                                          | Single                                                   |                                  | Family  | Single                          |                                  | Family     | Single                          |                                  | Family   | Single                          |                                      | Family   |
| Plan Deductible                                          | \$0                                                      |                                  | \$0     | \$500                           |                                  | \$1,000    | \$0                             |                                  | \$0      | \$1,350*                        |                                      | \$2,700* |
| Embedded Deductible:                                     |                                                          | N/A                              |         |                                 | Yes                              |            |                                 | N/A                              |          |                                 | No                                   |          |
| Calendar or Policy Year:                                 |                                                          | Calendar                         |         |                                 | Calendar                         |            |                                 | Calendar                         |          |                                 | Calendar                             |          |
| Coinsurance:                                             |                                                          | 15%                              |         |                                 | 20%                              |            |                                 | 10%                              |          |                                 | 20%                                  |          |
| Maximum Out-of-Pocket:                                   | \$3,000                                                  |                                  | \$6,000 | \$4,000                         |                                  | \$8,000    | \$3,000                         |                                  | \$6,000  | \$5,000                         |                                      | \$5,000  |
| (Includes Deductible, Copay, Rx)                         |                                                          | Yes                              |         |                                 | Yes                              |            |                                 | Yes                              |          |                                 | Yes                                  |          |
| Physician Services                                       |                                                          |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Office Visit:                                            |                                                          | \$20                             |         |                                 | \$25                             |            |                                 | \$20                             |          | Deductible + Coinsurance        |                                      |          |
| Specialist:                                              |                                                          | \$35                             |         |                                 | \$50                             |            |                                 | \$35                             |          | Deductible + Coinsurance        |                                      |          |
| Chiropractic:                                            |                                                          | \$15                             |         |                                 | \$25                             |            |                                 | \$15                             |          | Deductible + Coinsurance        |                                      |          |
| Telemedicine:                                            |                                                          | N/A                              |         |                                 | N/A                              |            |                                 | N/A                              |          | N/A                             |                                      |          |
| Hospital / Emergency Services                            |                                                          |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Inpatient Hospital Per Admission:                        |                                                          | \$200                            |         |                                 | Deductible + Coinsurance         |            |                                 | \$250 per day (Days 1-5)         |          |                                 | Deductible + Coinsurance             |          |
| Emergency Room:                                          |                                                          | \$100                            |         |                                 | \$350                            |            |                                 | \$100                            |          |                                 | Deductible + Coinsurance             |          |
| Urgent Care:                                             |                                                          | \$60                             |         |                                 | \$100                            |            |                                 | \$60                             |          |                                 | Deductible + Coinsurance             |          |
| Outpatient Surgical Facility:                            |                                                          | \$100                            |         |                                 | Deductible + Coinsurance         |            |                                 | \$100                            |          |                                 | Deductible + Coinsurance             |          |
| Ambulatory Surgery Center:                               |                                                          | \$100                            |         |                                 | Deductible + Coinsurance         |            |                                 | \$100                            |          |                                 | Deductible + Coinsurance             |          |
| Diagnostic Services                                      |                                                          |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Lab & X-Ray Outpatient:                                  |                                                          | \$0                              |         |                                 | \$0                              |            |                                 | \$0                              |          |                                 | Deductible + Coinsurance             |          |
| Advanced Imaging Services (MRI, MRA, PET, CT):           |                                                          | \$0                              |         |                                 | Deductible + Coinsurance         |            |                                 | \$0                              |          |                                 | Deductible + Coinsurance             |          |
| Prescription Drug                                        |                                                          |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Deductible:                                              |                                                          | N/A                              |         |                                 | N/A                              |            |                                 | N/A                              |          |                                 | Calendar Year Deductible             |          |
| Prescription Tier                                        |                                                          | \$3   \$10   \$30   \$55   \$125 |         |                                 | \$3   \$10   \$30   \$55   \$125 |            |                                 | \$3   \$10   \$30   \$55   \$125 |          |                                 | \$3   \$10   \$30   \$55   15%   25% |          |
| Mail Order Prescription (90 Day Supply):                 |                                                          | \$6   \$27   \$87   \$162        |         |                                 | \$6   \$27   \$87   \$162        |            |                                 | \$6   \$27   \$87   \$162        |          |                                 | \$6   \$27   \$87   \$162            |          |
| Non-Network Plan Details                                 | Non-Network                                              |                                  |         | Non-Network                     |                                  |            | Non-Network                     |                                  |          | Non-Network                     |                                      |          |
| Plan Deductible                                          |                                                          |                                  |         |                                 |                                  |            | \$2,000                         |                                  | \$4,000  | \$2,600                         |                                      | \$5,200  |
| Coinsurance:                                             |                                                          |                                  |         |                                 |                                  |            |                                 | 50%                              |          |                                 | 40%                                  |          |
| Maximum Out-of-Pocket:                                   |                                                          |                                  |         |                                 |                                  |            | \$6,000                         |                                  | \$12,000 | \$10,000                        |                                      | \$10,000 |
| Per Occurrence Deductible (Inpatient/Outpatient):        |                                                          |                                  |         |                                 |                                  |            |                                 | N/A                              |          |                                 | N/A                                  |          |
| Plan Rates   Current Enrollment                          | Option 2 (12 Month Rates - July 1, 2018 - June 30, 2019) |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Employee:                                                | 119                                                      | \$654.44                         | 99      | \$537.51                        | 4                                | \$659.02   | 34                              | \$442.32                         |          |                                 |                                      |          |
| Employee + Spouse:                                       | 24                                                       | \$1,155.75                       | 5       | \$949.25                        | 1                                | \$1,163.83 | 3                               | \$781.15                         |          |                                 |                                      |          |
| Employee + Child(ren):                                   | 9                                                        | \$1,155.75                       | 13      | \$949.25                        | 0                                | \$1,163.83 | 3                               | \$781.15                         |          |                                 |                                      |          |
| Family:                                                  | 21                                                       | \$1,417.52                       | 24      | \$1,164.25                      | 0                                | \$1,427.44 | 15                              | \$958.08                         |          |                                 |                                      |          |
| Estimated Monthly Premiums:                              | 173                                                      | \$145,786                        | 141     | \$98,242                        | 5                                | \$3,800    | 55                              | \$34,097                         |          |                                 |                                      |          |
| Estimated Annual Premiums:                               |                                                          | \$1,749,432                      |         | \$1,178,904                     |                                  | \$45,599   |                                 | \$409,164                        |          |                                 |                                      |          |
| Rate Change from Current (%):                            |                                                          | -6.2%                            |         | -6.2%                           |                                  | -6.2%      |                                 | -6.2%                            |          |                                 |                                      |          |
|                                                          |                                                          | July 1, 2018 - June 30, 2019     |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Estimated Grand Total Annual Premiums:                   |                                                          | \$3,383,099                      |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| PEPY                                                     |                                                          | \$9,046                          |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Rate Change from Current (%):                            |                                                          | -6.20%                           |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage  
City of Port Orange  
January 1, 2019 - December 31, 2019

| Option 3 (12 Month Rates - January 1, 2019 - December 31, 2019) |                                                                 |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
|-----------------------------------------------------------------|-----------------------------------------------------------------|------------|---------|----------------------------------|---|------------|----------------------------------|------------|----------|--------------------------------------|--|----------|
| *All Plans Assume Matching Current Benefits*                    |                                                                 |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| Vendor                                                          | Florida Hospital Care Advantage                                 |            |         | Florida Hospital Care Advantage  |   |            | Florida Hospital Care Advantage  |            |          | Florida Hospital Care Advantage      |  |          |
| Plan Name                                                       | FHCA HMO CS T-10                                                |            |         | FHCA HMO CS T-38                 |   |            | FHCA POS 2000 CS T34             |            |          | FHCA POS CS T96                      |  |          |
| Plan Type                                                       | HMO                                                             |            |         | HMO                              |   |            | POS                              |            |          | POS HSA                              |  |          |
| Plan Details                                                    | Network                                                         |            |         | Network                          |   |            | Network                          |            |          | Network                              |  |          |
|                                                                 | Single                                                          |            | Family  | Single                           |   | Family     | Single                           |            | Family   | Single                               |  | Family   |
| Plan Deductible                                                 | \$0                                                             |            | \$0     | \$500                            |   | \$1,000    | \$0                              |            | \$0      | \$1,350*                             |  | \$2,700* |
| Embedded Deductible:                                            | N/A                                                             |            |         | Yes                              |   |            | N/A                              |            |          | No                                   |  |          |
| Calendar or Policy Year:                                        | Calendar                                                        |            |         | Calendar                         |   |            | Calendar                         |            |          | Calendar                             |  |          |
| Coinsurance:                                                    | 15%                                                             |            |         | 20%                              |   |            | 10%                              |            |          | 20%                                  |  |          |
| Maximum Out-of-Pocket:                                          | \$3,000                                                         |            | \$6,000 | \$4,000                          |   | \$8,000    | \$3,000                          |            | \$6,000  | \$5,000                              |  | \$5,000  |
| (Includes Deductible, Copay, Rx)                                | Yes                                                             |            |         | Yes                              |   |            | Yes                              |            |          | Yes                                  |  |          |
| Physician Services                                              |                                                                 |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| Office Visit:                                                   | \$20                                                            |            |         | \$25                             |   |            | \$20                             |            |          | Deductible + Coinsurance             |  |          |
| Specialist:                                                     | \$35                                                            |            |         | \$50                             |   |            | \$35                             |            |          | Deductible + Coinsurance             |  |          |
| Chiropractic:                                                   | \$15                                                            |            |         | \$25                             |   |            | \$15                             |            |          | Deductible + Coinsurance             |  |          |
| Telemedicine:                                                   | N/A                                                             |            |         | N/A                              |   |            | N/A                              |            |          | N/A                                  |  |          |
| Hospital / Emergency Services                                   |                                                                 |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| Inpatient Hospital Per Admission:                               | \$200                                                           |            |         | Deductible + Coinsurance         |   |            | \$250 per day (Days 1-5)         |            |          | Deductible + Coinsurance             |  |          |
| Emergency Room:                                                 | \$100                                                           |            |         | \$350                            |   |            | \$100                            |            |          | Deductible + Coinsurance             |  |          |
| Urgent Care:                                                    | \$60                                                            |            |         | \$100                            |   |            | \$60                             |            |          | Deductible + Coinsurance             |  |          |
| Outpatient Surgical Facility:                                   | \$100                                                           |            |         | Deductible + Coinsurance         |   |            | \$100                            |            |          | Deductible + Coinsurance             |  |          |
| Ambulatory Surgery Center:                                      | \$100                                                           |            |         | Deductible + Coinsurance         |   |            | \$100                            |            |          | Deductible + Coinsurance             |  |          |
| Diagnostic Services                                             |                                                                 |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| Lab & X-Ray Outpatient:                                         | \$0                                                             |            |         | \$0                              |   |            | \$0                              |            |          | Deductible + Coinsurance             |  |          |
| Advanced Imaging Services (MRI, MRA, PET, CT):                  | \$0                                                             |            |         | Deductible + Coinsurance         |   |            | \$0                              |            |          | Deductible + Coinsurance             |  |          |
| Prescription Drug                                               |                                                                 |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| Deductible:                                                     | N/A                                                             |            |         | N/A                              |   |            | N/A                              |            |          | Calendar Year Deductible             |  |          |
| Prescription Tier                                               | \$3   \$10   \$30   \$55   \$125                                |            |         | \$3   \$10   \$30   \$55   \$125 |   |            | \$3   \$10   \$30   \$55   \$125 |            |          | \$3   \$10   \$30   \$55   15%   25% |  |          |
| Mail Order Prescription (90 Day Supply):                        | \$6   \$27   \$87   \$162                                       |            |         | \$6   \$27   \$87   \$162        |   |            | \$6   \$27   \$87   \$162        |            |          | \$6   \$27   \$87   \$162            |  |          |
| Non-Network Plan Details                                        | Non-Network                                                     |            |         | Non-Network                      |   |            | Non-Network                      |            |          | Non-Network                          |  |          |
| Plan Deductible                                                 |                                                                 |            |         |                                  |   |            | \$2,000                          |            | \$4,000  | \$2,600                              |  | \$5,200  |
| Coinsurance:                                                    |                                                                 |            |         |                                  |   |            | 50%                              |            |          | 40%                                  |  |          |
| Maximum Out-of-Pocket:                                          |                                                                 |            |         |                                  |   |            | \$6,000                          |            | \$12,000 | \$10,000                             |  | \$10,000 |
| Per Occurrence Deductible (Inpatient/Outpatient):               |                                                                 |            |         |                                  |   |            | N/A                              |            |          | N/A                                  |  |          |
| Plan Rates   Current Enrollment                                 | Option 3 (12 Month Rates - January 1, 2019 - December 31, 2019) |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| Employee:                                                       | 119                                                             | \$755.61   | 99      | \$620.60                         | 4 | \$760.89   | 34                               | \$510.70   |          |                                      |  |          |
| Employee + Spouse:                                              | 24                                                              | \$1,334.41 | 5       | \$1,095.99                       | 1 | \$1,343.74 | 3                                | \$901.90   |          |                                      |  |          |
| Employee + Child(ren):                                          | 9                                                               | \$1,334.41 | 13      | \$1,095.99                       | 0 | \$1,343.74 | 3                                | \$901.90   |          |                                      |  |          |
| Family:                                                         | 21                                                              | \$1,636.65 | 24      | \$1,344.23                       | 0 | \$1,648.10 | 15                               | \$1,106.19 |          |                                      |  |          |
| Estimated Monthly Premiums:                                     | 173                                                             | \$168,323  | 141     | \$113,429                        | 5 | \$4,387    | 55                               | \$39,368   |          |                                      |  |          |
| Estimated Annual Premiums:                                      | \$2,019,873                                                     |            |         | \$1,361,145                      |   |            | \$52,648                         |            |          | \$472,417                            |  |          |
| Rate Change from Current (%):                                   | 8.3%                                                            |            |         | 8.3%                             |   |            | 8.3%                             |            |          | 8.3%                                 |  |          |
| January 1, 2019 - December 31, 2019                             |                                                                 |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| Estimated Grand Total Annual Premiums:                          | \$3,906,082                                                     |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| PEPY                                                            | \$10,444                                                        |            |         |                                  |   |            |                                  |            |          |                                      |  |          |
| Rate Change from Current (%):                                   | 8.30%                                                           |            |         |                                  |   |            |                                  |            |          |                                      |  |          |

Rates subject to final enrollment and underwriting



Executive Summary of Medical & Prescription Drug Coverage  
City of Port Orange  
July 1, 2018 - December 31, 2019

| Option 4 (18 Month Rates - July 1, 2018 - December 31, 2019) |                                                              |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
|--------------------------------------------------------------|--------------------------------------------------------------|----------------------------------|---------|---------------------------------|----------------------------------|------------|---------------------------------|----------------------------------|----------|---------------------------------|--------------------------------------|----------|
| *All Plans Assume Matching Current Benefits*                 |                                                              |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Vendor                                                       | Florida Hospital Care Advantage                              |                                  |         | Florida Hospital Care Advantage |                                  |            | Florida Hospital Care Advantage |                                  |          | Florida Hospital Care Advantage |                                      |          |
| Plan Name                                                    | FHCA HMO CS T-10                                             |                                  |         | FHCA HMO CS T-38                |                                  |            | FHCA POS 2000 CS T34            |                                  |          | FHCA POS CS T96                 |                                      |          |
| Plan Type                                                    | HMO                                                          |                                  |         | HMO                             |                                  |            | POS                             |                                  |          | POS HSA                         |                                      |          |
| Plan Details                                                 | Network                                                      |                                  |         | Network                         |                                  |            | Network                         |                                  |          | Network                         |                                      |          |
|                                                              | Single                                                       |                                  | Family  | Single                          |                                  | Family     | Single                          |                                  | Family   | Single                          |                                      | Family   |
| Plan Deductible                                              | \$0                                                          |                                  | \$0     | \$500                           |                                  | \$1,000    | \$0                             |                                  | \$0      | \$1,350*                        |                                      | \$2,700* |
| Embedded Deductible:                                         |                                                              | N/A                              |         |                                 | Yes                              |            |                                 | N/A                              |          |                                 | No                                   |          |
| Calendar or Policy Year:                                     |                                                              | Calendar                         |         |                                 | Calendar                         |            |                                 | Calendar                         |          |                                 | Calendar                             |          |
| Coinsurance:                                                 |                                                              | 15%                              |         |                                 | 20%                              |            |                                 | 10%                              |          |                                 | 20%                                  |          |
| Maximum Out-of-Pocket:                                       | \$3,000                                                      |                                  | \$6,000 | \$4,000                         |                                  | \$8,000    | \$3,000                         |                                  | \$6,000  | \$5,000                         |                                      | \$5,000  |
| (Includes Deductible, Copay, Rx)                             |                                                              | Yes                              |         |                                 | Yes                              |            |                                 | Yes                              |          |                                 | Yes                                  |          |
| Physician Services                                           |                                                              |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Office Visit:                                                |                                                              | \$20                             |         |                                 | \$25                             |            |                                 | \$20                             |          |                                 | Deductible + Coinsurance             |          |
| Specialist:                                                  |                                                              | \$35                             |         |                                 | \$50                             |            |                                 | \$35                             |          |                                 | Deductible + Coinsurance             |          |
| Chiropractic:                                                |                                                              | \$15                             |         |                                 | \$25                             |            |                                 | \$15                             |          |                                 | Deductible + Coinsurance             |          |
| Telemedicine:                                                |                                                              | N/A                              |         |                                 | N/A                              |            |                                 | N/A                              |          |                                 | N/A                                  |          |
| Hospital / Emergency Services                                |                                                              |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Inpatient Hospital Per Admission:                            |                                                              | \$200                            |         |                                 | Deductible + Coinsurance         |            |                                 | \$250 per day (Days 1-5)         |          |                                 | Deductible + Coinsurance             |          |
| Emergency Room:                                              |                                                              | \$100                            |         |                                 | \$350                            |            |                                 | \$100                            |          |                                 | Deductible + Coinsurance             |          |
| Urgent Care:                                                 |                                                              | \$60                             |         |                                 | \$100                            |            |                                 | \$60                             |          |                                 | Deductible + Coinsurance             |          |
| Outpatient Surgical Facility:                                |                                                              | \$100                            |         |                                 | Deductible + Coinsurance         |            |                                 | \$100                            |          |                                 | Deductible + Coinsurance             |          |
| Ambulatory Surgery Center:                                   |                                                              | \$100                            |         |                                 | Deductible + Coinsurance         |            |                                 | \$100                            |          |                                 | Deductible + Coinsurance             |          |
| Diagnostic Services                                          |                                                              |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Lab & X-Ray Outpatient:                                      |                                                              | \$0                              |         |                                 | \$0                              |            |                                 | \$0                              |          |                                 | Deductible + Coinsurance             |          |
| Advanced Imaging Services (MRI, MRA, PET, CT):               |                                                              | \$0                              |         |                                 | Deductible + Coinsurance         |            |                                 | \$0                              |          |                                 | Deductible + Coinsurance             |          |
| Prescription Drug                                            |                                                              |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Deductible:                                                  |                                                              | N/A                              |         |                                 | N/A                              |            |                                 | N/A                              |          |                                 | Calendar Year Deductible             |          |
| Prescription Tier                                            |                                                              | \$3   \$10   \$30   \$55   \$125 |         |                                 | \$3   \$10   \$30   \$55   \$125 |            |                                 | \$3   \$10   \$30   \$55   \$125 |          |                                 | \$3   \$10   \$30   \$55   15%   25% |          |
| Mail Order Prescription (90 Day Supply):                     |                                                              | \$6   \$27   \$87   \$162        |         |                                 | \$6   \$27   \$87   \$162        |            |                                 | \$6   \$27   \$87   \$162        |          |                                 | \$6   \$27   \$87   \$162            |          |
| Non-Network Plan Details                                     | Non-Network                                                  |                                  |         | Non-Network                     |                                  |            | Non-Network                     |                                  |          | Non-Network                     |                                      |          |
| Plan Deductible                                              |                                                              |                                  |         |                                 |                                  |            | \$2,000                         |                                  | \$4,000  | \$2,600                         |                                      | \$5,200  |
| Coinsurance:                                                 |                                                              |                                  |         |                                 |                                  |            |                                 | 50%                              |          |                                 | 40%                                  |          |
| Maximum Out-of-Pocket:                                       |                                                              |                                  |         |                                 |                                  |            | \$6,000                         |                                  | \$12,000 | \$10,000                        |                                      | \$10,000 |
| Per Occurrence Deductible (Inpatient/Outpatient):            |                                                              |                                  |         |                                 |                                  |            |                                 | N/A                              |          |                                 | N/A                                  |          |
| Plan Rates   Current Enrollment                              | Option 4 (18 Month Rates - July 1, 2018 - December 31, 2019) |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Employee:                                                    | 119                                                          | \$714.44                         | 99      | \$586.79                        | 4                                | \$719.44   | 34                              | \$482.88                         |          |                                 |                                      |          |
| Employee + Spouse:                                           | 24                                                           | \$1,261.71                       | 5       | \$1,036.28                      | 1                                | \$1,270.54 | 3                               | \$852.77                         |          |                                 |                                      |          |
| Employee + Child(ren):                                       | 9                                                            | \$1,261.71                       | 13      | \$1,036.28                      | 0                                | \$1,270.54 | 3                               | \$852.77                         |          |                                 |                                      |          |
| Family:                                                      | 21                                                           | \$1,547.49                       | 24      | \$1,271.00                      | 0                                | \$1,558.31 | 15                              | \$1,045.92                       |          |                                 |                                      |          |
| Estimated Monthly Premiums:                                  | 173                                                          | \$159,152                        | 141     | \$107,249                       | 5                                | \$4,148    | 55                              | \$37,223                         |          |                                 |                                      |          |
| Estimated Annual Premiums:                                   |                                                              | \$1,909,825                      |         | \$1,286,991                     |                                  | \$49,780   |                                 | \$446,680                        |          |                                 |                                      |          |
| Rate Change from Current (%):                                |                                                              | 2.4%                             |         | 2.4%                            |                                  | 2.4%       |                                 | 2.4%                             |          |                                 | 2.4%                                 |          |
|                                                              | July 1, 2018 - December 31, 2019                             |                                  |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Estimated Grand Total Annual Premiums:                       |                                                              | \$3,693,276                      |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| PEPY                                                         |                                                              | \$9,875                          |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |
| Rate Change from Current (%):                                |                                                              | 2.40%                            |         |                                 |                                  |            |                                 |                                  |          |                                 |                                      |          |

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2018 - June 30, 2019

|                                                   | Option 1 (12 month rates) |               |                          |               |                          |               |                          |               |
|---------------------------------------------------|---------------------------|---------------|--------------------------|---------------|--------------------------|---------------|--------------------------|---------------|
| Vendor                                            | United Healthcare         |               | United Healthcare        |               | United Healthcare        |               | United Healthcare        |               |
| Plan Name                                         | AQN4-M / Rx 570           |               | AQN7-M / Rx 570          |               | AQMP-M / Rx 570          |               | AQSG-M / Rx 125 HSA      |               |
| Plan Type                                         | INS Choice                |               | INS Choice               |               | INS Choice Plus          |               | INS Choice Plus HSA      |               |
| Plan Details                                      | <b>Network</b>            |               | <b>Network</b>           |               | <b>Network</b>           |               | <b>Network</b>           |               |
|                                                   | <i>Single</i>             | <i>Family</i> | <i>Single</i>            | <i>Family</i> | <i>Single</i>            | <i>Family</i> | <i>Single</i>            | <i>Family</i> |
| Plan Deductible                                   | \$0                       | \$0           | \$500                    | \$1,000       | \$0                      | \$0           | \$1,350                  | \$2,700       |
| Embedded Deductible:                              | N/A                       |               | Yes                      |               | N/A                      |               | No                       |               |
| Calendar or Policy Year:                          | Calendar                  |               | Calendar                 |               | Calendar                 |               | Calendar                 |               |
| Coinsurance:                                      | 0%                        |               | 20%                      |               | 0%                       |               | 20%                      |               |
| Maximum Out-of-Pocket:                            | \$3,000                   | \$6,000       | \$4,000                  | \$8,000       | \$3,000                  | \$6,000       | \$5,000                  | \$5,000       |
| (Includes Deductible, Copay, Rx)                  | Yes                       |               | Yes                      |               | Yes                      |               | Yes                      |               |
| Physician Services                                |                           |               |                          |               |                          |               |                          |               |
| Office Visit:                                     | \$20                      |               | \$25                     |               | \$20                     |               | Deductible + Coinsurance |               |
| Specialist:                                       | \$35                      |               | \$50                     |               | \$35                     |               | Deductible + Coinsurance |               |
| Chiropractic:                                     | \$35                      |               | \$25                     |               | \$20                     |               | Deductible + Coinsurance |               |
| Telemedicine:                                     | \$10                      |               | \$10                     |               | \$10                     |               | Deductible + Coinsurance |               |
| Hospital / Emergency Services                     |                           |               |                          |               |                          |               |                          |               |
| Inpatient Hospital Per Admission:                 | \$200                     |               | Deductible + Coinsurance |               | \$250 per day (days 1-5) |               | Deductible + Coinsurance |               |
| Emergency Room:                                   | \$100                     |               | \$350                    |               | \$100                    |               | Deductible + Coinsurance |               |
| Urgent Care:                                      | \$60                      |               | \$100                    |               | \$60                     |               | Deductible + Coinsurance |               |
| Outpatient Surgical Facility:                     | \$100                     |               | Deductible + Coinsurance |               | \$100                    |               | Deductible + Coinsurance |               |
| Ambulatory Surgery Center:                        | \$100                     |               | Deductible + Coinsurance |               | \$100                    |               | Deductible + Coinsurance |               |
| Diagnostic Services                               |                           |               |                          |               |                          |               |                          |               |
| Lab & X-Ray Outpatient:                           | \$0                       |               | \$0                      |               | \$0                      |               | Deductible + Coinsurance |               |
| Advanced Imaging Services (MRI, MRA, PET, CT):    | \$0                       |               | Deductible + Coinsurance |               | \$0                      |               | Deductible + Coinsurance |               |
| Prescription Drug                                 |                           |               |                          |               |                          |               |                          |               |
| Deductible:                                       | N/A                       |               | N/A                      |               | N/A                      |               | Calendar Year Deductible |               |
| Prescription Tier                                 | \$10   \$35   \$70        |               | \$10   \$35   \$70       |               | \$10   \$35   \$70       |               | \$10   \$35   \$60       |               |
| Mail Order Prescription (90 Day Supply):          | 2.5x's Copay              |               | 2.5x's Copay             |               | 2.5x's Copay             |               | 2.5x's Copay             |               |
| Non-Network Plan Details                          | <b>Non-Network</b>        |               | <b>Non-Network</b>       |               | <b>Non-Network</b>       |               | <b>Non-Network</b>       |               |
| Plan Deductible                                   |                           |               |                          |               | \$500                    | \$1,000       | \$2,600                  | \$5,200       |
| Coinsurance:                                      |                           |               |                          |               | 50%                      |               | 40%                      |               |
| Maximum Out-of-Pocket:                            |                           |               |                          |               | \$6,000                  | \$12,000      | \$10,000                 | \$10,000      |
| Per Occurrence Deductible (Inpatient/Outpatient): |                           |               |                          |               | N/A                      |               | N/A                      |               |

| Plan Rates   Current Enrollment | Option 1 (12 month rates) |            |             |            |          |            |           |            |
|---------------------------------|---------------------------|------------|-------------|------------|----------|------------|-----------|------------|
| Employee:                       | 119                       | \$678.59   | 99          | \$567.16   | 4        | \$702.69   | 34        | \$513.97   |
| Employee + Spouse:              | 24                        | \$1,198.39 | 5           | \$1,001.61 | 1        | \$1,240.95 | 3         | \$907.67   |
| Employee + Child(ren):          | 9                         | \$1,198.39 | 13          | \$1,001.61 | 0        | \$1,240.95 | 3         | \$907.67   |
| Family:                         | 21                        | \$1,469.82 | 24          | \$1,228.47 | 0        | \$1,522.02 | 15        | \$1,113.26 |
| Estimated Monthly Premiums:     | 173                       | \$151,165  | 141         | \$103,661  | 5        | \$4,052    | 55        | \$39,620   |
| Estimated Annual Premiums:      | \$1,813,984               |            | \$1,243,933 |            | \$48,621 |            | \$475,439 |            |
| Rate Change from Current (%):   | -2.7%                     |            | -1.0%       |            | 0.0%     |            | 9.0%      |            |

|                                        | Option 1 (12 month rates) |
|----------------------------------------|---------------------------|
| Estimated Grand Total Annual Premiums: | \$3,581,976               |
| PEPY                                   | \$9,577                   |
| Rate Change from Current (%):          | -0.69%                    |

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2018 - December 31, 2019

|                                                   | Option 2 (18 month rates) |               |                          |               |                          |               |                          |               |
|---------------------------------------------------|---------------------------|---------------|--------------------------|---------------|--------------------------|---------------|--------------------------|---------------|
| Vendor                                            | United Healthcare         |               | United Healthcare        |               | United Healthcare        |               | United Healthcare        |               |
| Plan Name                                         | AQN4-M / Rx 570           |               | AQN7-M / Rx 570          |               | AQMP-M / Rx 570          |               | AQSG-M / Rx 125 HSA      |               |
| Plan Type                                         | INS Choice                |               | INS Choice               |               | INS Choice Plus          |               | INS Choice Plus HSA      |               |
| Plan Details                                      | <b>Network</b>            |               | <b>Network</b>           |               | <b>Network</b>           |               | <b>Network</b>           |               |
|                                                   | <b>Single</b>             | <b>Family</b> | <b>Single</b>            | <b>Family</b> | <b>Single</b>            | <b>Family</b> | <b>Single</b>            | <b>Family</b> |
| Plan Deductible                                   | \$0                       | \$0           | \$500                    | \$1,000       | \$0                      | \$0           | \$1,350                  | \$2,700       |
| Embedded Deductible:                              | N/A                       |               | Yes                      |               | N/A                      |               | No                       |               |
| Calendar or Policy Year:                          | Calendar                  |               | Calendar                 |               | Calendar                 |               | Calendar                 |               |
| Coinsurance:                                      | 0%                        |               | 20%                      |               | 0%                       |               | 20%                      |               |
| Maximum Out-of-Pocket:                            | \$3,000                   | \$6,000       | \$4,000                  | \$8,000       | \$3,000                  | \$6,000       | \$5,000                  | \$5,000       |
| (Includes Deductible, Copay, Rx)                  | Yes                       |               | Yes                      |               | Yes                      |               | Yes                      |               |
| Physician Services                                |                           |               |                          |               |                          |               |                          |               |
| Office Visit:                                     | \$20                      |               | \$25                     |               | \$20                     |               | Deductible + Coinsurance |               |
| Specialist:                                       | \$35                      |               | \$50                     |               | \$35                     |               | Deductible + Coinsurance |               |
| Chiropractic:                                     | \$35                      |               | \$25                     |               | \$20                     |               | Deductible + Coinsurance |               |
| Telemedicine:                                     | \$10                      |               | \$10                     |               | \$10                     |               | Deductible + Coinsurance |               |
| Hospital / Emergency Services                     |                           |               |                          |               |                          |               |                          |               |
| Inpatient Hospital Per Admission:                 | \$200                     |               | Deductible + Coinsurance |               | \$250 per day (days 1-5) |               | Deductible + Coinsurance |               |
| Emergency Room:                                   | \$100                     |               | \$350                    |               | \$100                    |               | Deductible + Coinsurance |               |
| Urgent Care:                                      | \$60                      |               | \$100                    |               | \$60                     |               | Deductible + Coinsurance |               |
| Outpatient Surgical Facility:                     | \$100                     |               | Deductible + Coinsurance |               | \$100                    |               | Deductible + Coinsurance |               |
| Ambulatory Surgery Center:                        | \$100                     |               | Deductible + Coinsurance |               | \$100                    |               | Deductible + Coinsurance |               |
| Diagnostic Services                               |                           |               |                          |               |                          |               |                          |               |
| Lab & X-Ray Outpatient:                           | \$0                       |               | \$0                      |               | \$0                      |               | Deductible + Coinsurance |               |
| Advanced Imaging Services (MRI, MRA, PET, CT):    | \$0                       |               | Deductible + Coinsurance |               | \$0                      |               | Deductible + Coinsurance |               |
| Prescription Drug                                 |                           |               |                          |               |                          |               |                          |               |
| Deductible:                                       | N/A                       |               | N/A                      |               | N/A                      |               | Calendar Year Deductible |               |
| Prescription Tier                                 | \$10   \$35   \$70        |               | \$10   \$35   \$70       |               | \$10   \$35   \$70       |               | \$10   \$35   \$60       |               |
| Mail Order Prescription (90 Day Supply):          | 2.5x's Copay              |               | 2.5x's Copay             |               | 2.5x's Copay             |               | 2.5x's Copay             |               |
| Non-Network Plan Details                          | <b>Non-Network</b>        |               | <b>Non-Network</b>       |               | <b>Non-Network</b>       |               | <b>Non-Network</b>       |               |
| Plan Deductible                                   |                           |               |                          |               | \$500                    | \$1,000       | \$2,600                  | \$5,200       |
| Coinsurance:                                      |                           |               |                          |               | 50%                      |               | 40%                      |               |
| Maximum Out-of-Pocket:                            |                           |               |                          |               | \$6,000                  | \$12,000      | \$10,000                 | \$10,000      |
| Per Occurrence Deductible (Inpatient/Outpatient): |                           |               |                          |               | N/A                      |               | N/A                      |               |

| Plan Rates   Current Enrollment | Option 2 (18 month rates) |            |                    |            |                 |            |                  |            |
|---------------------------------|---------------------------|------------|--------------------|------------|-----------------|------------|------------------|------------|
| Employee:                       | 119                       | \$694.23   | 99                 | \$580.23   | 4               | \$718.87   | 34               | \$525.82   |
| Employee + Spouse:              | 24                        | \$1,226.01 | 5                  | \$1,024.69 | 1               | \$1,269.53 | 3                | \$928.60   |
| Employee + Child(ren):          | 9                         | \$1,226.01 | 13                 | \$1,024.69 | 0               | \$1,269.53 | 3                | \$928.60   |
| Family:                         | 21                        | \$1,503.70 | 24                 | \$1,256.78 | 0               | \$1,557.07 | 15               | \$1,138.92 |
| Estimated Monthly Premiums:     | 173                       | \$154,649  | 141                | \$106,050  | 5               | \$4,145    | 55               | \$40,533   |
| Estimated Annual Premiums:      | <b>\$1,855,793</b>        |            | <b>\$1,272,599</b> |            | <b>\$49,740</b> |            | <b>\$486,399</b> |            |
| Rate Change from Current (%):   | -0.5%                     |            | 1.3%               |            | 2.3%            |            | 11.5%            |            |

|  | Option 2 (18 month rates) |
|--|---------------------------|
|--|---------------------------|

|                                        |                    |
|----------------------------------------|--------------------|
| Estimated Grand Total Annual Premiums: | <b>\$3,664,531</b> |
| PEPY                                   | \$9,798            |
| Rate Change from Current (%):          | 1.60%              |

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2018 - June 30, 2019

| July 1, 2018 - June 30, 2019                      |     | Florida Municipal Insurance Trust |          |                          |          |                          |          |
|---------------------------------------------------|-----|-----------------------------------|----------|--------------------------|----------|--------------------------|----------|
|                                                   |     | Option 1                          |          | Option 2                 |          | Option 3                 |          |
| Vendor                                            |     | FMIT - United Healthcare          |          | FMIT - United Healthcare |          | FMIT - United Healthcare |          |
| Plan Name                                         |     | Choice Plus Plan 2                |          | Choice Plus Plan 4       |          | Choice Plus Plan 14      |          |
| Plan Type                                         |     |                                   |          |                          |          |                          |          |
| Plan Details                                      |     | Network                           |          | Network                  |          | Network                  |          |
|                                                   |     | Single                            | Family   | Single                   | Family   | Single                   | Family   |
| Plan Deductible:                                  |     | \$250                             | \$500    | \$500                    | \$1,000  | \$1,000                  | \$2,000  |
| Embedded Deductible:                              |     | Yes                               |          | Yes                      |          | Yes                      |          |
| Calendar or Policy Year:                          |     | Calendar                          |          | Calendar                 |          | Calendar                 |          |
| Coinsurance:                                      |     | 10%                               |          | 20%                      |          | 20%                      |          |
| Maximum Out-of-Pocket:                            |     | \$2,500                           | \$5,000  | \$3,000                  | \$6,000  | \$4,000                  | \$8,000  |
| (Includes Deductible, Copay, Rx)                  |     | Yes                               |          | Yes                      |          | Yes                      |          |
| Physician Services                                |     |                                   |          |                          |          |                          |          |
| Office Visit:                                     |     | \$15                              |          | \$25                     |          | \$25                     |          |
| Specialist:                                       |     | \$30                              |          | \$50                     |          | \$50                     |          |
| Chiropractic:                                     |     | \$15                              |          | \$25                     |          | \$25                     |          |
| Telemedicine:                                     |     | \$5                               |          | \$5                      |          | \$5                      |          |
| Hospital / Emergency Services                     |     |                                   |          |                          |          |                          |          |
| Inpatient Hospital Per Admission:                 |     | Deductible + Coinsurance          |          | Deductible + Coinsurance |          | Deductible + Coinsurance |          |
| Emergency Room:                                   |     | \$125                             |          | \$150                    |          | \$200                    |          |
| Urgent Care:                                      |     | \$50                              |          | \$50                     |          | \$35                     |          |
| Outpatient Surgical Facility:                     |     | \$100                             |          | Deductible + Coinsurance |          | Deductible + Coinsurance |          |
| Ambulatory Surgery Center:                        |     | \$100                             |          | Deductible + Coinsurance |          | Deductible + Coinsurance |          |
| Diagnostic Services                               |     |                                   |          |                          |          |                          |          |
| Lab & X-Ray Outpatient:                           |     | \$0                               |          | \$0                      |          | \$0                      |          |
| Advanced Imaging Services (MRI, MRA, PET, CT):    |     | \$100                             |          | Deductible + Coinsurance |          | Deductible + Coinsurance |          |
| Prescription Drug                                 |     |                                   |          |                          |          |                          |          |
| Deductible:                                       |     | N/A                               |          | N/A                      |          | N/A                      |          |
| Prescription Tier                                 |     | \$10   \$35   \$60                |          | \$10   \$35   \$60       |          | \$10   \$35   \$60       |          |
| Mail Order Prescription (90 Day Supply):          |     | 2.5x's Copay                      |          | 2.5x's Copay             |          | 2.5x's Copay             |          |
| Non-Network Plan Details                          |     | Non-Network                       |          | Non-Network              |          | Non-Network              |          |
| Plan Deductible:                                  |     | \$500                             | \$1,000  | \$1,000                  | \$2,000  | \$1,000                  | \$2,000  |
| Coinsurance:                                      |     | 30%                               |          | 30%                      |          | 30%                      |          |
| Maximum Out-of-Pocket:                            |     | \$5,000                           | \$10,000 | \$6,000                  | \$12,000 | \$6,000                  | \$12,000 |
| Per Occurrence Deductible (Inpatient/Outpatient): |     | N/A                               |          | N/A                      |          | N/A                      |          |
| Plan Rates   Current Enrollment                   |     | Option 1                          |          | Option 2                 |          | Option 3                 |          |
| Employee:                                         | 256 | \$671.00                          |          | \$643.00                 |          | \$619.00                 |          |
| Employee + Spouse:                                | 33  | \$1,185.00                        |          | \$1,136.00               |          | \$1,093.00               |          |
| Employee + Child(ren):                            | 25  | \$1,185.00                        |          | \$1,136.00               |          | \$1,093.00               |          |
| Family:                                           | 60  | \$1,453.00                        |          | \$1,393.00               |          | \$1,341.00               |          |
| Estimated Monthly Premiums:                       | 374 | \$327,686                         |          | \$314,076                |          | \$302,318                |          |
| Estimated Annual Premiums:                        |     | \$3,932,232                       |          | \$3,768,912              |          | \$3,627,816              |          |
| PEPY                                              |     | \$10,514                          |          | \$10,077                 |          | \$9,700                  |          |
| Rate change from current (%):                     |     | 9.03%                             |          | 4.50%                    |          | 0.58%                    |          |

Rates subject to final enrollment and underwriting



City of Port Orange  
July 1, 2018 - December 31, 2019

Rates subject to final enrollment and underwriting



Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2018 - December 31, 2019

| Option 2 (18 Months Rates)                        |     |                               |         |                             |         |                             |          |                             |          |
|---------------------------------------------------|-----|-------------------------------|---------|-----------------------------|---------|-----------------------------|----------|-----------------------------|----------|
| Vendor                                            |     | Aetna                         |         | Aetna                       |         | Aetna                       |          | Aetna                       |          |
| Plan Name                                         |     | HNOnly / OAMC \$0             |         | HNOnly / OAMC \$500         |         | HNOption / OAMC \$0         |          | HNOption / OAMC \$1,350 HSA |          |
| Plan Type                                         |     | HMO                           |         | HMO                         |         | POS                         |          | POS HSA                     |          |
| Plan Details                                      |     | Network                       |         | Network                     |         | Network                     |          | Network                     |          |
|                                                   |     | Single                        | Family  | Single                      | Family  | Single                      | Family   | Single                      | Family   |
| Plan Deductible                                   |     | \$0                           | \$0     | \$500                       | \$1,000 | \$0                         | \$0      | \$1,350                     | \$2,700  |
| Embedded Deductible:                              |     | N/A                           |         | Yes                         |         | N/A                         |          | No                          |          |
| Calendar or Policy Year:                          |     | Calendar                      |         | Calendar                    |         | Calendar                    |          | Calendar                    |          |
| Coinsurance:                                      |     | 20%                           |         | 20%                         |         | 10%                         |          | 20%                         |          |
| Maximum Out-of-Pocket:                            |     | \$3,000                       | \$6,000 | \$4,000                     | \$8,000 | \$3,000                     | \$6,000  | \$5,000                     | \$5,000  |
| (Includes Deductible, Copay, Rx)                  |     | Yes                           |         | Yes                         |         | Yes                         |          | Yes                         |          |
| Physician Services                                |     |                               |         |                             |         |                             |          |                             |          |
| Office Visit:                                     |     | \$20                          |         | \$25                        |         | \$20                        |          | Deductible + Coinsurance    |          |
| Specialist:                                       |     | \$35                          |         | \$50                        |         | \$35                        |          | Deductible + Coinsurance    |          |
| Chiropractic:                                     |     | \$35                          |         | \$50                        |         | \$35                        |          | Deductible + Coinsurance    |          |
| Telemedicine:                                     |     | \$40                          |         | \$40                        |         | \$40                        |          | \$40                        |          |
| Hospital / Emergency Services                     |     |                               |         |                             |         |                             |          |                             |          |
| Inpatient Hospital Per Admission:                 |     | \$200                         |         | Deductible + Coinsurance    |         | \$250 per day (days 1-5)    |          | Deductible + Coinsurance    |          |
| Emergency Room:                                   |     | \$100                         |         | \$300                       |         | \$100                       |          | Deductible + Coinsurance    |          |
| Urgent Care:                                      |     | \$60                          |         | \$100                       |         | \$60                        |          | Deductible + Coinsurance    |          |
| Outpatient Surgical Facility:                     |     | \$100                         |         | Deductible + Coinsurance    |         | \$100                       |          | Deductible + Coinsurance    |          |
| Ambulatory Surgery Center:                        |     | \$100                         |         | Deductible + Coinsurance    |         | \$100                       |          | Deductible + Coinsurance    |          |
| Diagnostic Services                               |     |                               |         |                             |         |                             |          |                             |          |
| Lab & X-Ray Outpatient:                           |     | \$0                           |         | \$0                         |         | \$0                         |          | Deductible + Coinsurance    |          |
| Advanced Imaging Services (MRI, MRA, PET, CT):    |     | \$0                           |         | Deductible + Coinsurance    |         | \$0                         |          | Deductible + Coinsurance    |          |
| Prescription Drug                                 |     |                               |         |                             |         |                             |          |                             |          |
| Deductible:                                       |     | N/A                           |         | N/A                         |         | N/A                         |          | Calendar Year Deductible    |          |
| Prescription Tier                                 |     | \$5   \$30   \$55             |         | \$5   \$30   \$55           |         | \$10   \$30   \$50          |          | \$5   \$30   \$55           |          |
| Specialty                                         |     | 20% to \$100   \$30% to \$150 |         | 20% to \$100   30% to \$150 |         | 20% to \$100   30% to \$150 |          | 20% to \$100                |          |
| Mail Order Prescription (90 Day Supply):          |     | 2x's Copay                    |         | 2x's Copay                  |         | 2x's Copay                  |          | 2x's Copay                  |          |
| Non-Network Plan Details                          |     | Non-Network                   |         | Non-Network                 |         | Non-Network                 |          | Non-Network                 |          |
| Plan Deductible                                   |     |                               |         |                             |         | \$2,000                     | \$4,000  | \$2,600                     | \$5,200  |
| Coinsurance:                                      |     |                               |         |                             |         | 50%                         |          | 40%                         |          |
| Maximum Out-of-Pocket:                            |     |                               |         |                             |         | \$6,000                     | \$12,000 | \$10,000                    | \$10,000 |
| Per Occurrence Deductible (Inpatient/Outpatient): |     |                               |         |                             |         | N/A                         |          | N/A                         |          |
| Option 2 (18 Months Rates)                        |     |                               |         |                             |         |                             |          |                             |          |
| Plan Rates   Current Enrollment                   |     |                               |         |                             |         |                             |          |                             |          |
| Employee:                                         | 119 | \$669.79                      | 99      | \$550.12                    | 4       | \$674.48                    | 34       | \$452.70                    |          |
| Employee + Spouse:                                | 24  | \$1,182.85                    | 5       | \$971.51                    | 1       | \$1,191.13                  | 3        | \$799.47                    |          |
| Employee + Child(ren):                            | 9   | \$1,182.85                    | 13      | \$971.51                    | 0       | \$1,191.13                  | 3        | \$799.47                    |          |
| Family:                                           | 21  | \$1,450.77                    | 24      | \$1,191.56                  | 0       | \$1,460.92                  | 15       | \$980.55                    |          |
| Estimated Monthly Premiums:                       | 173 | \$149,205                     | 141     | \$100,547                   | 5       | \$3,889                     | 55       | \$34,897                    |          |
| Estimated Annual Premiums:                        |     | \$1,790,463                   |         | \$1,206,558                 |         | \$46,669                    |          | \$418,762                   |          |
| Rate Change from Current (%):                     |     | -4.0%                         |         | -4.0%                       |         | -4.0%                       |          | -4.0%                       |          |
| Option 2 (18 Months Rates)                        |     |                               |         |                             |         |                             |          |                             |          |
| Estimated Grand Total Annual Premiums:            |     | \$3,462,452                   |         |                             |         |                             |          |                             |          |
| PEPY                                              |     | \$9,258                       |         |                             |         |                             |          |                             |          |
| Rate Change from Current (%):                     |     | -4.00%                        |         |                             |         |                             |          |                             |          |

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage  
City of Port Orange  
July 1, 2018 - December 31, 2019

| Option 4 (18 Month Rates - July 1, 2018 - December 31, 2019) |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
|--------------------------------------------------------------|----------------------------------|------------|-----|----------------------------------|---------|------------|----------------------------------|------------|----------|--------------------------------------|----------|----------|
| *All Plans Assume Matching Current Benefits*                 |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Vendor                                                       | Florida Hospital Care Advantage  |            |     | Florida Hospital Care Advantage  |         |            | Florida Hospital Care Advantage  |            |          | Florida Hospital Care Advantage      |          |          |
| Plan Name                                                    | FHCA HMO CS T-10                 |            |     | FHCA HMO CS T-38                 |         |            | FHCA POS 2000 CS T34             |            |          | FHCA POS CS T96                      |          |          |
| Plan Type                                                    | HMO                              |            |     | HMO                              |         |            | POS                              |            |          | POS HSA                              |          |          |
| Plan Details                                                 | Network                          |            |     | Network                          |         |            | Network                          |            |          | Network                              |          |          |
|                                                              | Single                           | Family     |     | Single                           | Family  |            | Single                           | Family     |          | Single                               | Family   |          |
| Plan Deductible                                              | \$0                              | \$0        |     | \$500                            | \$1,000 |            | \$0                              | \$0        |          | \$1,350*                             | \$2,700* |          |
| Embedded Deductible:                                         | N/A                              |            |     | Yes                              |         |            | N/A                              |            |          | No                                   |          |          |
| Calendar or Policy Year:                                     | Calendar                         |            |     | Calendar                         |         |            | Calendar                         |            |          | Calendar                             |          |          |
| Coinsurance:                                                 | 15%                              |            |     | 20%                              |         |            | 10%                              |            |          | 20%                                  |          |          |
| Maximum Out-of-Pocket:                                       | \$3,000                          | \$6,000    |     | \$4,000                          | \$8,000 |            | \$3,000                          | \$6,000    |          | \$5,000                              | \$5,000  |          |
| (Includes Deductible, Copay, Rx)                             | Yes                              |            |     | Yes                              |         |            | Yes                              |            |          | Yes                                  |          |          |
| Physician Services                                           |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Office Visit:                                                | \$20                             |            |     | \$25                             |         |            | \$20                             |            |          | Deductible + Coinsurance             |          |          |
| Specialist:                                                  | \$35                             |            |     | \$50                             |         |            | \$35                             |            |          | Deductible + Coinsurance             |          |          |
| Chiropractic:                                                | \$15                             |            |     | \$25                             |         |            | \$15                             |            |          | Deductible + Coinsurance             |          |          |
| Telemedicine:                                                | N/A                              |            |     | N/A                              |         |            | N/A                              |            |          | N/A                                  |          |          |
| Hospital / Emergency Services                                |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Inpatient Hospital Per Admission:                            | \$200                            |            |     | Deductible + Coinsurance         |         |            | \$250 per day (Days 1-5)         |            |          | Deductible + Coinsurance             |          |          |
| Emergency Room:                                              | \$100                            |            |     | \$350                            |         |            | \$100                            |            |          | Deductible + Coinsurance             |          |          |
| Urgent Care:                                                 | \$60                             |            |     | \$100                            |         |            | \$60                             |            |          | Deductible + Coinsurance             |          |          |
| Outpatient Surgical Facility:                                | \$100                            |            |     | Deductible + Coinsurance         |         |            | \$100                            |            |          | Deductible + Coinsurance             |          |          |
| Ambulatory Surgery Center:                                   | \$100                            |            |     | Deductible + Coinsurance         |         |            | \$100                            |            |          | Deductible + Coinsurance             |          |          |
| Diagnostic Services                                          |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Lab & X-Ray Outpatient:                                      | \$0                              |            |     | \$0                              |         |            | \$0                              |            |          | Deductible + Coinsurance             |          |          |
| Advanced Imaging Services (MRI, MRA, PET, CT):               | \$0                              |            |     | Deductible + Coinsurance         |         |            | \$0                              |            |          | Deductible + Coinsurance             |          |          |
| Prescription Drug                                            |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Deductible:                                                  | N/A                              |            |     | N/A                              |         |            | N/A                              |            |          | Calendar Year Deductible             |          |          |
| Prescription Tier                                            | \$3   \$10   \$30   \$55   \$125 |            |     | \$3   \$10   \$30   \$55   \$125 |         |            | \$3   \$10   \$30   \$55   \$125 |            |          | \$3   \$10   \$30   \$55   15%   25% |          |          |
| Mail Order Prescription (90 Day Supply):                     | \$6   \$27   \$87   \$162        |            |     | \$6   \$27   \$87   \$162        |         |            | \$6   \$27   \$87   \$162        |            |          | \$6   \$27   \$87   \$162            |          |          |
| Non-Network Plan Details                                     |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Plan Deductible                                              |                                  |            |     |                                  |         |            | \$2,000                          |            | \$4,000  |                                      | \$2,600  | \$5,200  |
| Coinsurance:                                                 |                                  |            |     |                                  |         |            | 50%                              |            |          | 40%                                  |          |          |
| Maximum Out-of-Pocket:                                       |                                  |            |     |                                  |         |            | \$6,000                          |            | \$12,000 |                                      | \$10,000 | \$10,000 |
| Per Occurrence Deductible (Inpatient/Outpatient):            |                                  |            |     |                                  |         |            | N/A                              |            |          | N/A                                  |          |          |
| Plan Rates   Current Enrollment                              |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Option 4 (18 Month Rates - July 1, 2018 - December 31, 2019) |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Employee:                                                    | 119                              | \$697.70   | 99  | \$573.04                         | 4       | \$702.58   | 34                               | \$471.56   |          |                                      |          |          |
| Employee + Spouse:                                           | 24                               | \$1,232.14 | 5   | \$1,011.99                       | 1       | \$1,240.76 | 3                                | \$832.78   |          |                                      |          |          |
| Employee + Child(ren):                                       | 9                                | \$1,232.14 | 13  | \$1,011.99                       | 0       | \$1,240.76 | 3                                | \$832.78   |          |                                      |          |          |
| Family:                                                      | 21                               | \$1,511.22 | 24  | \$1,241.21                       | 0       | \$1,521.79 | 15                               | \$1,021.41 |          |                                      |          |          |
| Estimated Monthly Premiums:                                  | 173                              | \$155,423  | 141 | \$104,736                        | 5       | \$4,051    | 55                               | \$36,351   |          |                                      |          |          |
| Estimated Annual Premiums:                                   | \$1,865,070                      |            |     | \$1,256,830                      |         |            | \$48,613                         |            |          | \$436,210                            |          |          |
| Rate Change from Current (%):                                | 0.0%                             |            |     | 0.0%                             |         |            | 0.0%                             |            |          | 0.0%                                 |          |          |
| July 1, 2018 - December 31, 2019                             |                                  |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Estimated Grand Total Annual Premiums:                       | \$3,606,724                      |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| PEPY                                                         | \$9,644                          |            |     |                                  |         |            |                                  |            |          |                                      |          |          |
| Rate Change from Current (%):                                | 0.00%                            |            |     |                                  |         |            |                                  |            |          |                                      |          |          |

Rates subject to final enrollment and underwriting

Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange

July 1, 2018 - December 31, 2019

| Option 2 (18 month rates)                         |                    |                           |     |                          |         |            |                          |            |  |                          |          |  |
|---------------------------------------------------|--------------------|---------------------------|-----|--------------------------|---------|------------|--------------------------|------------|--|--------------------------|----------|--|
| Vendor                                            | United Healthcare  |                           |     | United Healthcare        |         |            | United Healthcare        |            |  | United Healthcare        |          |  |
| Plan Name                                         | AQN4-M / Rx 570    |                           |     | AQN7-M / Rx 570          |         |            | AQMP-M / Rx 570          |            |  | AQSG-M / Rx 125 HSA      |          |  |
| Plan Type                                         | INS Choice         |                           |     | INS Choice               |         |            | INS Choice Plus          |            |  | INS Choice Plus HSA      |          |  |
| Plan Details                                      | Network            |                           |     | Network                  |         |            | Network                  |            |  | Network                  |          |  |
|                                                   | Single             | Family                    |     | Single                   | Family  |            | Single                   | Family     |  | Single                   | Family   |  |
| Plan Deductible                                   | \$0                | \$0                       |     | \$500                    | \$1,000 |            | \$0                      | \$0        |  | \$1,350                  | \$2,700  |  |
| Embedded Deductible:                              | N/A                |                           |     | Yes                      |         |            | N/A                      |            |  | No                       |          |  |
| Calendar or Policy Year:                          | Calendar           |                           |     | Calendar                 |         |            | Calendar                 |            |  | Calendar                 |          |  |
| Coinsurance:                                      | 0%                 |                           |     | 20%                      |         |            | 0%                       |            |  | 20%                      |          |  |
| Maximum Out-of-Pocket:                            | \$3,000            | \$6,000                   |     | \$4,000                  | \$8,000 |            | \$3,000                  | \$6,000    |  | \$5,000                  | \$5,000  |  |
| (Includes Deductible, Copay, Rx)                  | Yes                |                           |     | Yes                      |         |            | Yes                      |            |  | Yes                      |          |  |
| Physician Services                                |                    |                           |     |                          |         |            |                          |            |  |                          |          |  |
| Office Visit:                                     | \$20               |                           |     | \$25                     |         |            | \$20                     |            |  | Deductible + Coinsurance |          |  |
| Specialist:                                       | \$35               |                           |     | \$50                     |         |            | \$35                     |            |  | Deductible + Coinsurance |          |  |
| Chiropractic:                                     | \$35               |                           |     | \$25                     |         |            | \$20                     |            |  | Deductible + Coinsurance |          |  |
| Telemedicine:                                     | \$10               |                           |     | \$10                     |         |            | \$10                     |            |  | Deductible + Coinsurance |          |  |
| Hospital / Emergency Services                     |                    |                           |     |                          |         |            |                          |            |  |                          |          |  |
| Inpatient Hospital Per Admission:                 | \$200              |                           |     | Deductible + Coinsurance |         |            | \$250 per day (days 1-5) |            |  | Deductible + Coinsurance |          |  |
| Emergency Room:                                   | \$100              |                           |     | \$350                    |         |            | \$100                    |            |  | Deductible + Coinsurance |          |  |
| Urgent Care:                                      | \$60               |                           |     | \$100                    |         |            | \$60                     |            |  | Deductible + Coinsurance |          |  |
| Outpatient Surgical Facility:                     | \$100              |                           |     | Deductible + Coinsurance |         |            | \$100                    |            |  | Deductible + Coinsurance |          |  |
| Ambulatory Surgery Center:                        | \$100              |                           |     | Deductible + Coinsurance |         |            | \$100                    |            |  | Deductible + Coinsurance |          |  |
| Diagnostic Services                               |                    |                           |     |                          |         |            |                          |            |  |                          |          |  |
| Lab & X-Ray Outpatient:                           | \$0                |                           |     | \$0                      |         |            | \$0                      |            |  | Deductible + Coinsurance |          |  |
| Advanced Imaging Services (MRI, MRA, PET, CT):    | \$0                |                           |     | Deductible + Coinsurance |         |            | \$0                      |            |  | Deductible + Coinsurance |          |  |
| Prescription Drug                                 |                    |                           |     |                          |         |            |                          |            |  |                          |          |  |
| Deductible:                                       | N/A                |                           |     | N/A                      |         |            | N/A                      |            |  | Calendar Year Deductible |          |  |
| Prescription Tier                                 | \$10   \$35   \$70 |                           |     | \$10   \$35   \$70       |         |            | \$10   \$35   \$70       |            |  | \$10   \$35   \$60       |          |  |
| Mail Order Prescription (90 Day Supply):          | 2.5x's Copay       |                           |     | 2.5x's Copay             |         |            | 2.5x's Copay             |            |  | 2.5x's Copay             |          |  |
| Non-Network Plan Details                          | Non-Network        |                           |     | Non-Network              |         |            | Non-Network              |            |  | Non-Network              |          |  |
| Plan Deductible                                   |                    |                           |     |                          |         |            | \$500                    | \$1,000    |  | \$2,600                  | \$5,200  |  |
| Coinsurance:                                      |                    |                           |     |                          |         |            | 50%                      |            |  | 40%                      |          |  |
| Maximum Out-of-Pocket:                            |                    |                           |     |                          |         |            | \$6,000                  | \$12,000   |  | \$10,000                 | \$10,000 |  |
| Per Occurrence Deductible (Inpatient/Outpatient): |                    |                           |     |                          |         |            | N/A                      |            |  | N/A                      |          |  |
| Plan Rates   Current Enrollment                   |                    | Option 2 (18 month rates) |     |                          |         |            |                          |            |  |                          |          |  |
| Employee:                                         | 119                | \$694.23                  | 99  | \$580.23                 | 4       | \$718.87   | 34                       | \$525.82   |  |                          |          |  |
| Employee + Spouse:                                | 24                 | \$1,226.01                | 5   | \$1,024.69               | 1       | \$1,269.53 | 3                        | \$928.60   |  |                          |          |  |
| Employee + Child(ren):                            | 9                  | \$1,226.01                | 13  | \$1,024.69               | 0       | \$1,269.53 | 3                        | \$928.60   |  |                          |          |  |
| Family:                                           | 21                 | \$1,503.70                | 24  | \$1,256.78               | 0       | \$1,557.07 | 15                       | \$1,138.92 |  |                          |          |  |
| Estimated Monthly Premiums:                       | 173                | \$154,649                 | 141 | \$106,050                | 5       | \$4,145    | 55                       | \$40,533   |  |                          |          |  |
| Estimated Annual Premiums:                        | \$1,855,793        |                           |     | \$1,272,599              |         |            | \$49,740                 |            |  | \$486,399                |          |  |
| Rate Change from Current (%):                     | -0.5%              |                           |     | 1.3%                     |         |            | 2.3%                     |            |  | 11.5%                    |          |  |
| Option 2 (18 month rates)                         |                    |                           |     |                          |         |            |                          |            |  |                          |          |  |
| Estimated Grand Total Annual Premiums:            | \$3,664,531        |                           |     |                          |         |            |                          |            |  |                          |          |  |
| PEPY                                              | \$9,798            |                           |     |                          |         |            |                          |            |  |                          |          |  |
| Rate Change from Current (%):                     | 1.60%              |                           |     |                          |         |            |                          |            |  |                          |          |  |

Rates subject to final enrollment and underwriting



Executive Summary of Medical & Prescription Drug Coverage

City of Port Orange  
July 1, 2018 - June 30, 2019

| July 1, 2018 - June 30, 2019                      |     | Option 1                 |          | Option 2                 |          | Option 3                 |          |
|---------------------------------------------------|-----|--------------------------|----------|--------------------------|----------|--------------------------|----------|
| Vendor                                            |     | FMIT - United Healthcare |          | FMIT - United Healthcare |          | FMIT - United Healthcare |          |
| Plan Name                                         |     | Choice Plus Plan 2       |          | Choice Plus Plan 4       |          | Choice Plus Plan 14      |          |
| Plan Type                                         |     |                          |          |                          |          |                          |          |
| Plan Details                                      |     | Network                  |          | Network                  |          | Network                  |          |
|                                                   |     | Single                   | Family   | Single                   | Family   | Single                   | Family   |
| Plan Deductible:                                  |     | \$250                    | \$500    | \$500                    | \$1,000  | \$1,000                  | \$2,000  |
| Embedded Deductible:                              |     | Yes                      |          | Yes                      |          | Yes                      |          |
| Calendar or Policy Year:                          |     | Calendar                 |          | Calendar                 |          | Calendar                 |          |
| Coinsurance:                                      |     | 10%                      |          | 20%                      |          | 20%                      |          |
| Maximum Out-of-Pocket:                            |     | \$2,500                  | \$5,000  | \$3,000                  | \$6,000  | \$4,000                  | \$8,000  |
| (Includes Deductible, Copay, Rx)                  |     | Yes                      |          | Yes                      |          | Yes                      |          |
| Physician Services                                |     |                          |          |                          |          |                          |          |
| Office Visit:                                     |     | \$15                     |          | \$25                     |          | \$25                     |          |
| Specialist:                                       |     | \$30                     |          | \$50                     |          | \$50                     |          |
| Chiropractic:                                     |     | \$15                     |          | \$25                     |          | \$25                     |          |
| Telemedicine:                                     |     | \$5                      |          | \$5                      |          | \$5                      |          |
| Hospital / Emergency Services                     |     |                          |          |                          |          |                          |          |
| Inpatient Hospital Per Admission:                 |     | Deductible + Coinsurance |          | Deductible + Coinsurance |          | Deductible + Coinsurance |          |
| Emergency Room:                                   |     | \$125                    |          | \$150                    |          | \$200                    |          |
| Urgent Care:                                      |     | \$50                     |          | \$50                     |          | \$35                     |          |
| Outpatient Surgical Facility:                     |     | \$100                    |          | Deductible + Coinsurance |          | Deductible + Coinsurance |          |
| Ambulatory Surgery Center:                        |     | \$100                    |          | Deductible + Coinsurance |          | Deductible + Coinsurance |          |
| Diagnostic Services                               |     |                          |          |                          |          |                          |          |
| Lab & X-Ray Outpatient:                           |     | \$0                      |          | \$0                      |          | \$0                      |          |
| Advanced Imaging Services (MRI, MRA, PET, CT):    |     | \$100                    |          | Deductible + Coinsurance |          | Deductible + Coinsurance |          |
| Prescription Drug                                 |     |                          |          |                          |          |                          |          |
| Deductible:                                       |     | N/A                      |          | N/A                      |          | N/A                      |          |
| Prescription Tier                                 |     | \$10   \$35   \$60       |          | \$10   \$35   \$60       |          | \$10   \$35   \$60       |          |
| Mail Order Prescription (90 Day Supply):          |     | 2.5x's Copay             |          | 2.5x's Copay             |          | 2.5x's Copay             |          |
| Non-Network Plan Details                          |     | Non-Network              |          | Non-Network              |          | Non-Network              |          |
| Plan Deductible:                                  |     | \$500                    | \$1,000  | \$1,000                  | \$2,000  | \$1,000                  | \$2,000  |
| Coinsurance:                                      |     | 30%                      |          | 30%                      |          | 30%                      |          |
| Maximum Out-of-Pocket:                            |     | \$5,000                  | \$10,000 | \$6,000                  | \$12,000 | \$6,000                  | \$12,000 |
| Per Occurrence Deductible (Inpatient/Outpatient): |     | N/A                      |          | N/A                      |          | N/A                      |          |
| Plan Rates   Current Enrollment                   |     | Option 1                 |          | Option 2                 |          | Option 3                 |          |
| Employee:                                         | 256 | \$671.00                 |          | \$643.00                 |          | \$619.00                 |          |
| Employee + Spouse:                                | 33  | \$1,185.00               |          | \$1,136.00               |          | \$1,093.00               |          |
| Employee + Child(ren):                            | 25  | \$1,185.00               |          | \$1,136.00               |          | \$1,093.00               |          |
| Family:                                           | 60  | \$1,453.00               |          | \$1,393.00               |          | \$1,341.00               |          |
| Estimated Monthly Premiums:                       | 374 | \$327,686                |          | \$314,076                |          | \$302,318                |          |
| Estimated Annual Premiums:                        |     | \$3,932,232              |          | \$3,768,912              |          | \$3,627,816              |          |
| PEPY                                              |     | \$10,514                 |          | \$10,077                 |          | \$9,700                  |          |
| Rate change from current (%):                     |     | 9.03%                    |          | 4.50%                    |          | 0.58%                    |          |

Rates subject to final enrollment and underwriting

CITY OF PORT ORANGE, FLORIDA

**REQUEST FOR PROPOSALS**

**RFP #18-12**

**EMPLOYEE HEALTH INSURANCE**



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: January 15, 2018

**Proposal Due Date and Time:  
February 19, 2018 at 2:30 P.M.**

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5718

[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

[www.port-orange.org](http://www.port-orange.org)



## Legal Notice to Vendors

### RFP #18-12 EMPLOYEE HEALTH INSURANCE

**Notice is hereby given that the City of Port Orange is soliciting proposals for EMPLOYEE HEALTH INSURANCE.** Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on February 19, 2018** which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Vendor unopened. All proposals will be evaluated to ensure they contain all required forms in order to deem the Vendor responsive or non-responsive. Proposals will be opened and read aloud at 2:30 P.M. in the council chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange Florida 32129.

**DESCRIPTION:** *The City of Port Orange, Florida is seeking proposals from qualified Health & Welfare insurance carriers to provide Employee Group Health & Welfare Insurance Benefits*

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, and the Policies and Procedures as set forth in the City's Purchasing Manual. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at [www.municode.com](http://www.municode.com).

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and on (DemandStar) via their website at [www.demandstar.com](http://www.demandstar.com). All questions shall be directed **in writing** to the to the Purchasing Agent, David Battaglia, [dbattaglia@port-orange.org](mailto:dbattaglia@port-orange.org) or [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org) and reference **"Questions on RFP #18-12 EMPLOYEE HEALTH INSURANCE" in the subject line.** Last day for questions will be **February 5, 2018 at 5:00 P.M.**

All Vendors are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

**NO** proposal shall be withdrawn for a period of ninety (120) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida.

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

Proposals shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, addressed to the Purchasing Division, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"RFP 18-12 EMPLOYEE HEALTH INSURANCE"**.

David Battaglia, Purchasing Agent  
Legal Ad - One Time – **January 15, 2018**

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the proposal where requested.



**SEALED BID • DO NOT OPEN**

**SEALED BID NO.**

**ITB #18-12**

**BID TITLE:**

**EMPLOYEE HEALTH INSURANCE**

**DUE DATE/TIME:**

**February 19, 2018**

**SUBMITTED BY:**

**(Name of Company)**

**DELIVER TO:**

**City of Port Orange City Clerk's Office  
Attn: David Battaglia  
Purchasing Agent  
Finance Department  
1000 City Center Circle  
Port Orange, Florida 32129**

**DATE/TIME RECEIVED:**

**(To be stamped by Clerk's Office)**

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## **SECTION 1 – PURPOSE AND OVERVIEW**

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals from Firms or Companies (Vendors) from qualified Health & Welfare insurance carriers to provide Employee Group Health & Welfare Insurance Benefits. as described herein.

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal promotes competitive selection. It shall be the Vendor's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source.

**[Remainder of this page left intentionally blank]**

## **SECTION 2 – INSTRUCTIONS TO VENDORS**

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed proposals, including one original copy, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive, in conformance with the detailed submittal instructions.

### **TIMELINE (Local Time):**

*The City reserves the right to alter dates as needed.*

Date of Distribution: .....January 15, 2018  
Deadline for Questions: .....February 5, 2018 by 5:00 P.M.  
Final Addendum Posting: .....January 12, 2018 by 5:00 P.M.  
**Proposals Due: ..... February 19, 2018 by 2:30 P.M.**  
Evaluation Committee Meeting.....To Be Determined  
Shortlisted Firms Presentations/Discussions (if required) .....To Be Determined  
City Council Meeting for Approval of Recommendation of Award .....To Be Determined

Proposals must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office  
Attn: David Battaglia, Purchasing Agent  
Finance Department  
1000 City Center Circle  
Port Orange, Florida 32129

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Vendors must indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

**Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.**

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their proposal package. **Faxed proposals shall be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

**QUESTIONS REGARDING THIS RFP:**

All questions shall reference "Questions on RFP #18-12 EMPLOYEE HEALTH INSURANCE" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia  
Purchasing Agent  
1000 City Center Circle  
Port Orange, FL 32129  
[dbattaglia@port-orange.org](mailto:dbattaglia@port-orange.org) or  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

**ADDENDA REGARDING THE REQUEST FOR PROPOSALS:**

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

It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their proposals. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a proposal.

Written responses, in the form of an addendum, will be provided via the City website [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and Demand Star websites. [www.demandstar.com](http://www.demandstar.com).

**The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the RFP submittal.**

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

**CLARIFICATIONS:**

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.



**MINIMUM QUALIFICATIONS:**

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as "Active".

Vendors must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

**NO LOBBYING:**

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this RFP. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted proposals for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this RFP.

**PRICING SHEETS:**

Pricing sheets are to be completed as directed and without modification and returned as part of the RFP submittal prior to the RFP deadline for submission. Failure to fill out the price sheets as directed and without modification may negatively affect the evaluation of your proposal.

**EXCEPTIONS TO SPECIFICATIONS:**

If taking exception to any portion of the RFP specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

**PROPOSAL SUBMISSION AND WITHDRAWAL:**

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**CORRECTION OF PROPOSALS:**

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Vendors shall not be allowed to modify their proposals after the opening time and date.

**WITHDRAWAL OF PROPOSALS:**

**NO** proposal shall be withdrawn for a period of ninety (90) days subsequent to the proposal opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing

the proposal confers no right of withdrawal or modification after the proposal has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn proposal shall not be resubmitted.

**OPENING OF PROPOSALS:**

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a proposal not properly addressed and identified.

**REJECTION OF PROPOSALS:**

The City reserves the right to reject any and/or all proposals when such rejection is in the best interest of the City.

**PROPOSALS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS:**

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA):**

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

### **SECTION 3 – SCOPE OF SERVICES**

#### **SPECIFICATIONS:**

The City of Port Orange, Florida is seeking proposals from qualified Health & Welfare insurance carriers to provide Employee Group Health & Welfare Insurance Benefits. We would like to consider 3 different plan contracts: 12 month rates to stay on a 7/1 effective date, 18 month rates to move from a 7/1 effective date to renew 1/1/2020 (new rates would start 7/1/18 and will not renew again until 1/1/2020, 6 month rates from effective date 7/1/18 to 1/1/19 and then rates that will take effect 1/1/19 to 12/31/19 (this option would include new rates on 7/1/18 and then another renewal will take effect 1/1/19).

The City currently offers four fully insured health plans; 1 HSA, 1 POS (Grandfathered to existing members currently enrolled which is 4 retirees & 5 employees) and 2 HMO options. Benefits are outlined within this RFP.

This Request for Proposal (RFP) provides guidelines for submission and outlines the coverage types desired. It is the intent of the City of Port Orange to select only one (1) insurance carrier for medical insurance pursuant to this RFP; however, the City reserves the right to award more than one contract or reject all proposals if it is in the best interest of the City. Submitters are encouraged to offer alternative plan designs, as well as multiple year rate guarantees as referenced above. Alternative plans must include a detailed comparison of variations to the current plans.

**[Remainder of this page left intentionally blank]**

## **SECTION 4 – STANDARD PURCHASE DEFINITIONS**

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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## **SECTION 5 – GENERAL TERMS AND CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on [www.demandstar.com](http://www.demandstar.com).

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

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.



4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This RFP is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order Issued to the lowest responsible responsive Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via [www.demandstar.com](http://www.demandstar.com) or on the City of Port Orange website, Bid Opportunities page [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) or by email [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org).

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time

vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.

- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EVALUATING RFPs/RFSQs/ITNs**

The evaluation process is formally conducted by a committee appointed by the Purchasing Manager or requesting department as required by general law. The Purchasing Manager leads and oversees the entire process. The evaluation is based upon specific criteria outlined in the Solicitation. The user department shall assign a weight to each of the evaluation criteria by its relative importance, with the total weights equaling 100. Each committee member establishes a summary of total scores for all the vendors. The summary of total scores is used to rank the vendors. Based upon the scores/ranking of the committee members, consensually a short list is



obtained. In this Solicitation process this short list will consist of no less than three vendors (unless less than three were received). This committee falls under the Florida Sunshine Law and therefore cannot speak with one another concerning the Solicitation unless in a public committee meeting. These meetings also shall be announced publicly in a designated area and meetings are recorded. In the case of the Solicitation, one member of the Evaluation Committee may consist of one (1) member from the City Council; and at least one (1) member from the user department, except as otherwise required by general law. The Evaluation Committee, through the Purchasing Division, schedules oral presentations from the firms that were short-listed. At the oral presentation, the short-listed firms present an over view of their company and their approach to the scope of work outlined. Upon conclusion of the oral presentations, with the same criteria and procedures used to evaluate the written Responses, the committee members then evaluate those three firms again to determine a second ranking. Then, by consensus a final ranking is determined. That final ranking is then presented to the City Council by the using department head requesting approval to negotiate with the individual/firm ranked as number one. A contract is completed pursuant to the negotiations with this individual and/or firm. If a successful contract cannot be obtained with the number one ranked firm, the negotiations then move to the team ranked as number two, never to return to the number one again.

37. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

38. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

39. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

40. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

41. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

42. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

43. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

44. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at [www.municode.com](http://www.municode.com).

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

45. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

46. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

47. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

48. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

51. **INSURANCE**

If required upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Vendor shall maintain insurance during the life of the Contract.

52. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

53. **INSURANCE REQUIREMENTS**

If required upon notice of Intent to Award and prior to execution of a contract, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Vendor shall maintain insurance during the life of the Contract.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

| Insurance                                                                                         | Limits: Standards                                                                                                  | Comments                                                                                                                                                                                                                                                         |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Workers' Compensation</p> <p><u>Additional Coverage:</u></p>                                   | <p>Coverage A - Statutory<br/>Coverage B - \$100,000</p> <p>All States (Broad Form)<br/>Voluntary Compensation</p> | <p>If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.</p>                                                                |
| <p>Comprehensive General Liability (including Completed Operations and Contractual Liability)</p> | <p>Combined Single Limit Bodily Injury and Property damage<br/>\$500,000 occurrence<br/>\$1,000,000. Aggregate</p> | <p>When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.</p> |

|                                                                                                             |                                                                                                                                                                     |                                                                                                                                                                      |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Comprehensive Business, Automobile Liability to include all automobiles.<br><br><u>Additional Coverage:</u> | Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.<br><br>Non-Owned, Hired Car      | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage                                                                                             |
| Property Insurance Builders Risk.<br><br><u>Additional Coverage:</u>                                        | Buildings - Completed value of contract.<br><br>"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| Professional Liability (Errors & Omissions)                                                                 | Coverage <del>\$1,000,000</del> minimum                                                                                                                             |                                                                                                                                                                      |

54. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

55. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

56. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

57. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers,

employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

58. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

59. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

61. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Request for Proposals, Qualifications or other Qualitative Submittals. In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittals where the bidders are rated by a point system, local businesses shall be granted the following preference:

(1) Port Orange business shall be granted up to eight percent (8%) of the available points.

(2) Volusia County business shall be granted up to five percent (5%) of the available points.

- (3) Florida business shall be granted up to three percent (3%) of the available points.
- (4) Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Port Orange Business** means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

**Volusia County Business** means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

**Florida Business** means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

62. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

63. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

64. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

65. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

66. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

67. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

68. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

69. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

70. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

71. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if the pre-bid or pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally Non-Mandatory. If it is Mandatory only Vendors attending a mandatory pre-bid conference will be



eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

72. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten, written in ink, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

73. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

74. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

75. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

76. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

77. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

78. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

79. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

80. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

81. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

82. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

83. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

84. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

85. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

86. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

87. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

88. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required

on each document. Failure to comply with these requirements may deem your Response non-responsive.

89. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

90. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

91. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

92. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

93. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

94. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

95. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

96. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

97. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

98. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

99. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

100. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current

certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

101. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

102. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

103. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

104. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

105. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

106. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the

date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

107. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

108. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

109. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

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

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

110. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.



111. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

112. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

113. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

## **SECTION 6 – SPECIAL CONDITIONS**

### **PERIOD OF OFFER VALIDITY:**

Bids offered in this ITB must remain firm for a period of one hundred and twenty (120) days from the ITB opening date.

### **CONTRACT TERM / COMPLETION TIME:**

The term of the contract shall be from July 1, 2018, and may, by mutual agreement between the City of Port Orange and the awardee, be extended two (2) additional one (1) year periods, and, if needed, for 90 days after the last day of the current contract period.

### **ELIGIBILITY OF VENDOR:**

To be eligible to respond to this ITB, the Vendors must have prior successful experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

**NOTICE:** The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

### **ESCALATION/DE-ESCALATION:**

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

**[Remainder of this page left intentionally blank]**

## **SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS**

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Vendor's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

In conjunction with other material and information requested in the RFP, all Vendors responding to this solicitation shall provide one (1) original, and one (1) identical digital version in pdf format on CD or USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

### **TABLE OF CONTENTS:**

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

### **STATEMENT OF INTEREST:**

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

### **TAB A – COMPANY HISTORY, ABILITY, and CAPACITY:**

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm.
- Provide a statement of the firm's qualifications, ability, and capacity to perform the scope of work, not exceeding ten (10) pages. Include a description of the manner in which you will successfully complete the proposed work.
- Provide a statement of the firm's qualifications, ability, and capacity to meet the needs of the City of Port Orange and perform the scope of work identified in this RFP. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.

#### **TAB B – QUALIFICATIONS AND ABILITIES OF PROFESSIONAL PERSONNEL:**

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
  - Names;
  - Titles;
  - Organization structure for the proposed project team;
  - Firm names (if sub-consultants are involved); and
  - Clearly identify the proposed role in the project team for each person.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
  - The professional qualifications and experience for each person;
  - A summary of experience on projects similar to that described by this RFP;

#### **TAB C – PERFORMANCE GUARANTEES AND IMPLEMENTATION FUND**

- Outline any performance guarantees included in your proposal. Also indicate if any implementation funds are being offered to the City of Port Orange.

#### **TAB D – SAMPLE CLAIMS REPORTING:**

- Provide example(s) of claims reporting the City of Port Orange can expect on at least a quarterly basis from your organization.

#### **TAB E – WELLNESS SERVICES/WELLNESS FUND:**

- Summarize all wellness services available to the City of Port Orange staff and employees and if any wellness funds are included in your proposal. Please indicate which services are at no cost to The City and if any cost is involved with any services available to The City. Also indicate if your services include any free gym memberships, discounts at gyms and all available gym locations.

#### **TAB F – TELE-MEDICINE:**

- Indicate if any Tele-medicine services are included in your proposal at no cost to The City or if there is a charge to the City and/or to City employees to have access to the service and/or use the service. Please provide details of the service available to The City and include any additional primary care, urgent care, convenience care access your organization offers to the City of Port Orange employees.

#### **TAB G – CLIENT REFERENCES FOR SIMILAR PROJECTS:**

- Provide a minimum of three (3) and a maximum of five (5) Client References **(DO NOT INCLUDE THE CITY OF PORT ORANGE AS REFERENCES)** within the last five (5) years for the services described in this RFP. Include the name and type of entity, the contact name, email address and telephone number of the public officer in charge of the contract, and the years in which the services have been provided.

**\*The information provided under this tab, must be current and the City must be able to contact references for verification as part of the evaluation process.**

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
  1. Did they meet the terms of the contract?
  2. Was the project completed on time and within budget?
  3. Did they respond in a timely manner to calls, requests, etc.?
  4. Did they provide adequate staff to take care of the needs of your company/agency?
  5. How was your experience in working with this Vendor?
  6. Overall, would you recommend this Vendor?

**TAB H – PROPOSED FEE:**

- Cost Fee Proposal: As outlined in the scope of services, please respond with 4 tier premium rates for each proposed plan design. Specify if premium rates are for a 12-month term, 6-month term, or 18-month term. Include benefit summaries for all proposed plans in this section. Also indicate if premium rates are level funded or fully insured. In this section, please include your provider disruption report results based on the listing of providers issued within this RFP.

**TAB I – REQUIRED DOCUMENTS:**

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Vendor Acknowledgement Form
- Form 9.3 Addendum and Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Affidavit of Anti-Collusion Form

**[Remainder of this page left intentionally blank]**

**SECTION 8 – EVALUATION OF PROPOSALS**

**EVALUATION CRITERIA:**

Firms submitting the required criteria will have their proposals evaluated and scored for quality of response, qualifications and experience and cost. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

| <b><u>EVALUATION CRITERIA FOR WRITTEN PROPOSALS</u></b>                                                                            | <b><u>CATEGORY SCORE</u></b> |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| <b><i>OFFEROR’S PRICE COMPETITIVENESS .....</i></b>                                                                                | <b><i>(45 points)</i></b>    |
| <b><i>OFFEROR’S AVAILABILITY OF LOCAL PHYSICIANS, HEALTH CARE FACILITIES, &amp; OTHER MEDICAL BENEFITS AND PROGRAMS: .....</i></b> | <b><i>(20 points)</i></b>    |
| <b><i>OFFEROR’S SUPPORT/SERVICES PROVIDED:.....</i></b>                                                                            | <b><i>(20 points)</i></b>    |
| <b><i>OFFEROR’S QUALIFICATIONS/ EXPERIENCE: .....</i></b>                                                                          | <b><i>(15 points)</i></b>    |
| <b><i>Total Maximum Points.....</i></b>                                                                                            | <b><i>(100 points)</i></b>   |

**BONUS POINTS: Local Preference per Ordinance Sec. 2-275**

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

**RFP EVALUATION SCHEDULE:**

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).  
*The City reserves the right to alter dates as needed.*

**EVALUATION PROCEDURE:**

The Evaluation Committee is comprised of City staff and **may** include City Council Member who will evaluate and rank proposals. All interested professionals are hereby cautioned **not** to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing Manager and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Vendors responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria, as identified above, for written proposals will include consideration of, but will not be limited to the following:

**FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required):**

The City may choose to conduct oral interviews with, or receive oral presentations from one or more of the Vendors. If the City chooses to allow oral interviews and/or presentations, such interviews or oral presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Vendors will be notified via [www.demandstar.com](http://www.demandstar.com) at least five (5) calendar days in advance of the date, time and place of the presentations.

**The City will allot equal time for each Vendor divided into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Vendor will be penalized for using less than the allotted time.**

**FINAL RANKING AND RECOMMENDATION FOR AWARD:**

After oral presentations are completed, the Evaluation Committee will score the presentations for qualifications, experience, engagement approach, and schedule to determine a final ranking of the short-listed Vendors considered to be most capable of performing the required project in the best interest of the City. The following represents the principal selection criteria, which will be considered during the evaluation process. Criteria will be weighted based on 100% of total value. Category Scores listed below are the maximum number of points to be awarded per each evaluator.

**OFFEROR'S PRICE COMPETITIVENESS ..... (45 points)**

**OFFEROR'S AVAILABILITY OF LOCAL PHYSICIANS, HEALTH CARE FACILITIES, & OTHER MEDICAL BENEFITS AND PROGRAMS: ..... (20 points)**

**OFFEROR'S SUPPORT/SERVICES PROVIDED:.....(20 points)**

**OFFEROR'S QUALIFICATIONS/ EXPERIENCE: ..... (15 points)**

**Total Maximum Points..... (100 points)**

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**BONUS POINTS: Local Preference per Ordinance Sec. 2-275**

- Port Orange Business eight percent of available points (8 points)
- Volusia County Business five percent of available points (5 points)
- Florida Business three percent of available points (3 points)

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The City's Project Manager will provide a notice of intent to award to the Purchasing Manager. The intent to award will be posted on [www.demandstar.com](http://www.demandstar.com) The City project manager will create an agenda item recommending award to the City Council. City Council's decision will be final.



## **SECTION 9 – REQUIRED FORMS**

### **FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST**

\_\_\_\_\_ Form 9.2 – Vendor’s Acknowledgement Form

\_\_\_\_\_ Form 9.3 – Addendum and Change Order Procedure Acknowledgement Form

\_\_\_\_\_ Form 9.4 – Drug Free Preference Statement

\_\_\_\_\_ Form 9.5 – Sworn Statement Pursuant to Section 287.133 (3)(a) F.S. in Public Entity Crimes

\_\_\_\_\_ Form 9.6 – Affidavit of Anti-Collusion Form

\_\_\_\_\_ Form 9.7 – Local Business Affidavit of Eligibility

\_\_\_\_\_ Submission of one (1) original marked “ORIGINAL”, and one (1) identical digital version in PDF format on CD or USB flash/thumb drive.

BY: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

***This document must be completed and returned with your Submittal***

## **FORM 9.2 – VENDOR’S ACKNOWLEDGEMENT FORM**

I have carefully examined the Request for Proposals (RFP), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one hundred and twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the Request for Proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this proposal on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said RFP; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

### **NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:**

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
NAME, TITLE, TYPED

\_\_\_\_\_  
TELEPHONE NUMBER / FAX NUMBER

\_\_\_\_\_  
FEDERAL IDENTIFICATION #

\_\_\_\_\_  
E-MAIL ADDRESS

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public

***This document must be completed and returned with your Submittal***

**FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

\*\*\*\*\*

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

(NAME)

(TITLE)

\_\_\_\_\_  
(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

## FORM 9.4 – DRUG FREE PREFERENCE STATEMENT

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

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

**FORM 9.5 – SWORN STATEMENT UNDER § 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

**FORM 9.6 – ANTI-COLLUSION FORM**

**ANTI-COLLUSION STATEMENT PROPOSAL FORM:**

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

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

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

NAME OF FIRM: \_\_\_\_\_

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

PRINTED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

COMPLETION TIME: \_\_\_\_\_

F.E.I.N. NUMBER: \_\_\_\_\_

**NO** Proposal may be withdrawn for a period of ninety (120) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

**NO PROPOSAL (REASON):** \_\_\_\_\_

***This document must be completed and returned with your Submittal***

## FORM 9.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida*

**THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): BUSINESS NAME: \_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

Length of Time at Address Provided: \_\_\_\_\_

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned Franchise

And within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): \_\_\_\_\_

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship  
☐ Other (Specify): \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**\*\*Please attach a valid business tax receipt, or other such documentation\*\***

**ATTESTATION – I understand that:**

In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.

A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.

The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.

The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.

- The information contained herein may be subject to verification.

A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared \_\_\_\_\_ who, after being sworn according to law, stated that he or she was authorized to represent \_\_\_\_\_ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

**(Form 9.7 Local Business Affidavit of Eligibility – Page 2)**

SWORN AND SUBSCRIBED BEFORE ME

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

NOTARY SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF AFFIANT                      DATE

\_\_\_\_\_  
PRINTED NAME OF AFFIANT / TITLE

\_\_\_\_\_  
COMPANY

***This document must be completed and returned with your Submittal***





***End of Solicitation Documents***



## **NOTICE OF INTENT TO AWARD**

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### **RFP #18-12 EMPLOYEE HEALTH INSURANCE**

**March 28, 2018**

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**On February 19, 2018, purchasing received five (5) proposals for RFP 18-12 Employee Health Insurance.**

**On March 1, 2018, an initial committee evaluation meeting was held at 2:00 P.M. The committee expressed the need for more information regarding proposers 18 month plans as well as a clarified RX report. The meeting was tabled. On March 19, 2018, the committee reconvened at 8:30 A.M. After initial scoring was completed the committee made a motion to enter into a direct award with Florida Health Care of Holly Hill, Florida.**

**Recommendation to award will be presented for City Council approval on April 17, 2018.**

**David Battaglia  
Purchasing Agent**

Network Disruption Analysis Summary - Top 50 Rx -Utilization  
City of Port Orange

\*PG - Preferred Generic  
\*PB - Preferred Brand

| #  | Drug Name           | Therapeutic Class         | Current  | Current   | Aetna Tier* | Aetna Copay | FHCA Tier       | FHCA Copay     | FMIT Tier | FMIT Copay | UHC Tier                               | UHC Copay          |
|----|---------------------|---------------------------|----------|-----------|-------------|-------------|-----------------|----------------|-----------|------------|----------------------------------------|--------------------|
|    |                     |                           | FHC Tier | FHC Copay |             |             |                 |                |           |            |                                        |                    |
| 1  | Lisinopril          | Antihypertensives         | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1          | \$3            | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 2  | Alprazolam          | Anti Anxiety Agents       | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 3  | Atorvastatin        | Antihyperlipidemics       | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 4  | Losartan            | Antihypertensives         | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 1          | \$3            | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 5  | Omeprazole          | Ulcer Drugs               | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 6  | Hydrocodone         | Analgesics - narcotics    | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2 - Tier 4 | \$10 - \$55    | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 7  | Azithromycin        | Macrolide Antibiotics     | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 1 - Tier 2 | \$3 - \$10     | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 8  | Prednisone          | Corticosteroids           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 1 - Tier 2 | \$3 - \$10     | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 9  | Amlodipine          | Calcium Blockers          | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1 - Tier 3 | \$3 - \$30     | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 10 | Amoxicillin         | Penicillins               | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 1 - Tier 3 | \$3 - \$30     | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 11 | Metoprolol          | Beta Blockers             | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1 - Tier 2 | \$3 - \$10     | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 12 | Levothyroxine       | Thyroid                   | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 13 | Sertraline          | Antidepressants           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 14 | Simvastatin         | Antihyperlipidemics       | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 1          | \$3            | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 15 | Atenolol            | Beta Blockers             | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1 - Tier 2 | \$3 - \$10     | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 16 | Hydrochlorothiazide | Diuretics                 | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1          | \$3            | Tier 1    | \$10       | Tier 3                                 | \$70   \$60        |
| 17 | Pantoprazole        | Ulcer Drugses             | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 18 | Gabapentin          | Anticonvulsants           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 19 | Lovastatin          | Antihyperlipidemics       | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1          | \$3            | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 20 | Estradiol           | Estrogens                 | Tier 1   | \$3       | PG          | \$5   \$10  | \$0 - Tier 5    | \$0 - \$125    | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 21 | Escitalopram        | Antidepressants           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2 - Tier 3 | \$10 - \$30    | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 22 | Venlafaxine         | Antidepressants           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 23 | Bupropion           | Antidepressants           | Tier 2   | \$10      | PG          | \$5   \$10  | \$0 - Tier 2    | \$0 - \$10     | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 24 | Ventolin            | Antiasthmatics            | Tier 3   | \$30      | PB          | \$30        | Tier 3          | \$30           | Tier 2    | \$35       | Tier 2                                 | \$35               |
| 25 | Doxycycline         | Tetracyclines             | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2 - Tier 3 | \$10 - \$30    | Tier 1    | \$10       | Tier 1 (20mg tablet only)              | \$10               |
| 26 | Rosuvastatin        | Antihyperlipidemics       | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 2                                 | \$35               |
| 27 | Tramadol            | Analgesics - narcotics    | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 3 - Tier 4 | \$30 - \$55    | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 28 | Valacyclovir        | Unknown                   | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 29 | Metformin           | Antidiabetics             | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1          | \$3            | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 30 | Jardiance           | Antidiabetics             | Tier 3   | \$30      | PB          | \$30        | Tier 3          | \$30           | Tier 2    | \$35       | Tier 2                                 | \$35               |
| 31 | Lorazepam           | Anti Anxiety Agents       | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 32 | Cyclobenzaprine     | Skeletal Muscle Relaxants | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1 (5mg, 7.5mg, 10mg tablets only) | \$10               |
| 33 | Sumatriptan         | Migraine Products         | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2 - Tier 4 | \$10 - \$55    | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 34 | Zolpidem            | Hypnotics                 | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 35 | Fluticasone         | Decongestants             | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2 - Tier 3 | \$10 - \$30    | Tier 1    | \$10       | Tier 1 - Tier 3                        | \$10 - \$70   \$60 |
| 36 | Benzonatate         | Cough/Cold                | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 37 | Clonazepam          | Anticonvulsants           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 38 | Fenofibrate         | Antihyperlipidemics       | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 2 (160mg tablet only)             | \$35               |
| 39 | Ondansetron         | Antiemetics               | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2 - Tier 3 | \$10 - \$30    | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 40 | Duloxetine          | Antidepressants           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 3          | \$30           | Tier 1    | \$10       | Tier 3                                 | \$70   \$60        |
| 41 | Folic Acid          | Hematopoietic Agents      | Tier 2   | \$10      | PG          | \$5   \$10  | \$0 - NF        | \$0-\$125 - NF | Tier 1    | \$10       | Tier 1 (1mg only)                      | \$10               |
| 42 | Glimepiride         | Antidiabetics             | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1          | \$3            | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 43 | Ibuprofen           | Anti-rheumatic            | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 1          | \$3            | Tier 1    | \$10       | Tier 1 (400mg, 600mg, 800mg only)      | \$10               |
| 44 | Meloxicam           | Anti-rheumatic            | Tier 1   | \$3       | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 45 | Temazepam           | Hypnotics                 | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 46 | Pravastatin         | Antihyperlipidemics       | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 47 | Methotrexate        | Antineoplastics           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1 (2.5mg only)                    | \$10               |
| 48 | Gemfibrozil         | Antihyperlipidemics       | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 1                                 | \$10               |
| 49 | Methylprednisolone  | Corticosteroids           | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 2          | \$10           | Tier 1    | \$10       | Tier 2 (2mg tablet only)               | \$35               |
| 50 | Cephalexin          | Cephalosporins            | Tier 2   | \$10      | PG          | \$5   \$10  | Tier 1 - Tier 2 | \$3 - \$10     | Tier 1    | \$10       | Tier 1                                 | \$10               |

Net Cost Wrapup: Current vs. Renewal (18 Month Rates)

City of Port Orange

Delivered on: 03/05/2018

|                            | Enrollment | 2017 Current Rates | EE Contributions | as % of rate | HSA Contribution | ER Net Costs | Enrollment | 2018 Renewal Rates | EE Contributions | as % of rate | HSA Contribution | ER Net Costs |
|----------------------------|------------|--------------------|------------------|--------------|------------------|--------------|------------|--------------------|------------------|--------------|------------------|--------------|
| FHC T10 HMO                |            |                    |                  |              |                  |              |            |                    |                  |              |                  |              |
| EE                         | 119        | \$697.70           | (\$124.66)       | 18%          |                  | \$573.04     | 119        | \$697.70           | (\$124.66)       | 18%          |                  | \$573.04     |
| EE+SP                      | 24         | \$1,232.14         | (\$659.10)       | 53%          |                  | \$573.04     | 24         | \$1,232.14         | (\$659.10)       | 53%          |                  | \$573.04     |
| EE+CH                      | 9          | \$1,232.14         | (\$659.10)       | 53%          |                  | \$573.04     | 9          | \$1,232.14         | (\$659.10)       | 53%          |                  | \$573.04     |
| Family                     | 21         | \$1,511.22         | (\$938.18)       | 62%          |                  | \$573.04     | 21         | \$1,511.22         | (\$938.18)       | 62%          |                  | \$573.04     |
| Total                      | 173        | \$155,423          | (\$56,287)       |              |                  | \$99,136     | 173        | \$155,423          | (\$56,287)       |              |                  | \$99,136     |
| Annual                     |            | \$1,865,070        | (\$675,439)      |              |                  | \$1,189,631  |            | \$1,865,070        | (\$675,439)      |              |                  | \$1,189,631  |
| PEPY                       |            | \$10,781           | (\$3,904)        |              |                  | \$6,876      |            | \$10,781           | (\$3,904)        |              |                  | \$6,876      |
| FHC T38 HMO                |            |                    |                  |              |                  |              |            |                    |                  |              |                  |              |
| EE                         | 99         | \$573.04           | \$0.00           | 0%           |                  | \$573.04     | 99         | \$573.04           | \$0.00           | 0%           |                  | \$573.04     |
| EE+SP                      | 5          | \$1,011.99         | (\$438.95)       | 43%          |                  | \$573.04     | 5          | \$1,011.99         | (\$438.95)       | 43%          |                  | \$573.04     |
| EE+CH                      | 13         | \$1,011.99         | (\$438.95)       | 43%          |                  | \$573.04     | 13         | \$1,011.99         | (\$438.95)       | 43%          |                  | \$573.04     |
| Family                     | 24         | \$1,241.21         | (\$668.17)       | 54%          |                  | \$573.04     | 24         | \$1,241.21         | (\$668.17)       | 54%          |                  | \$573.04     |
| Total                      | 141        | \$104,736          | (\$23,937)       |              |                  | \$80,799     | 141        | \$104,736          | (\$23,937)       |              |                  | \$80,799     |
| Annual                     |            | \$1,256,830        | (\$287,246)      |              |                  | \$969,584    |            | \$1,256,830        | (\$287,246)      |              |                  | \$969,584    |
| PEPY                       |            | \$8,914            | (\$2,037)        |              |                  | \$6,876      |            | \$8,914            | (\$2,037)        |              |                  | \$6,876      |
| FHC T34 POS                |            |                    |                  |              |                  |              |            |                    |                  |              |                  |              |
| EE                         | 4          | \$702.58           | (\$129.54)       | 18%          |                  | \$573.04     | 4          | \$702.58           | (\$129.54)       | 18%          |                  | \$573.04     |
| EE+SP                      | 1          | \$1,240.76         | (\$667.72)       | 54%          |                  | \$573.04     | 1          | \$1,240.76         | (\$667.72)       | 54%          |                  | \$573.04     |
| EE+CH                      | 0          | \$1,240.76         | (\$667.72)       | 54%          |                  | \$573.04     | 0          | \$1,240.76         | (\$667.72)       | 54%          |                  | \$573.04     |
| Family                     | 0          | \$1,521.79         | (\$948.75)       | 62%          |                  | \$573.04     | 0          | \$1,521.79         | (\$948.75)       | 62%          |                  | \$573.04     |
| Total                      | 5          | \$4,051            | (\$1,186)        |              |                  | \$2,865      | 5          | \$4,051            | (\$1,186)        |              |                  | \$2,865      |
| Annual                     |            | \$48,613           | (\$14,231)       |              |                  | \$34,382     |            | \$48,613           | (\$14,231)       |              |                  | \$34,382     |
| PEPY                       |            | \$9,723            | (\$2,846)        |              |                  | \$6,876      |            | \$9,723            | (\$2,846)        |              |                  | \$6,876      |
| FHC T96 HSA                |            |                    |                  |              |                  |              |            |                    |                  |              |                  |              |
| EE                         | 34         | \$471.56           | \$0.00           | 0%           | \$101.48         | \$573.04     | 34         | \$471.56           | \$0.00           | 0%           | \$101.48         | \$573.04     |
| EE+SP                      | 3          | \$832.78           | (\$361.22)       | 43%          | \$101.48         | \$573.04     | 3          | \$832.78           | (\$361.22)       | 43%          | \$101.48         | \$573.04     |
| EE+CH                      | 3          | \$832.78           | (\$361.22)       | 43%          | \$101.48         | \$573.04     | 3          | \$832.78           | (\$361.22)       | 43%          | \$101.48         | \$573.04     |
| Family                     | 15         | \$1,021.41         | (\$549.85)       | 54%          | \$101.48         | \$573.04     | 15         | \$1,021.41         | (\$549.85)       | 54%          | \$101.48         | \$573.04     |
| Total                      | 55         | \$36,351           | (\$10,415)       |              | \$5,581          | \$31,517     | 55         | \$36,351           | (\$10,415)       |              | \$5,581          | \$31,517     |
| Annual                     |            | \$436,210          | (\$124,981)      |              | \$66,977         | \$378,206    |            | \$436,210          | (\$124,981)      |              | \$66,977         | \$378,206    |
| PEPY                       |            | \$7,931            | (\$2,272)        |              | \$1,218          | \$6,876      |            | \$7,931            | (\$2,272)        |              | \$1,218          | \$6,876      |
| Total                      | 374        | \$3,606,724        | (\$1,101,897)    | 31%          | \$66,977         | \$2,571,804  | 374        | \$3,606,724        | (\$1,101,897)    | 31%          | \$66,977         | \$2,571,804  |
| \$ Difference from Current |            |                    |                  |              |                  |              |            | \$0                | \$0              |              |                  | \$0          |
| % Difference from Current  |            |                    |                  |              |                  |              |            | 0.0%               | 0.0%             |              |                  | 0.0%         |

Paid Top 100 Providers

| ProperPName                 | ProviderSpecialtyCode | ProviderSpecialtyDesc          | Total_Claims |
|-----------------------------|-----------------------|--------------------------------|--------------|
| DRIGGERS, WESLEY MD         | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 158          |
| ZUCKERMAN, JOSEPH MD        | PCPS-INTER            | INTERNAL MEDICINE PHYSICIAN    | 147          |
| GIBBS, JAMES MD             | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 130          |
| WHITE, DONALD MD            | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 124          |
| TATALOVICH, CHRIS DC        | OTHR-CHIRO            | CHIROPRACTOR                   | 114          |
| CUCCHIARELLA, MARIO MD      | PCPS-INTER            | INTERNAL MEDICINE PHYSICIAN    | 109          |
| BETHEA, WILLIAM DO          | SPEC-DERMA            | DERMATOLOGY PHYSICIAN SPECIAL  | 98           |
| GINGRAS, JOHN MD            | OTHR-CHIRO            | CHIROPRACTOR                   | 95           |
| MINOR, STEPHEN MD           | SPEC-CARDI            | CARDIOLOGY PHYSICIAN SPECIALIS | 63           |
| GILROY, SCOTT MD            | PCPS-EXTHR            | NON-STAFF EXTENDED HOURS       | 53           |
| KUEFFLER, BESSIE ARNP       | PCPS-EXTHR            | NON-STAFF EXTENDED HOURS       | 53           |
| STALEY, TYLER MD            | PCPS-INTER            | INTERNAL MEDICINE PHYSICIAN    | 50           |
| MCBROOM, DENNIS DPM         | SPEC-PODIA            | PODIATRIST                     | 46           |
| WALKER, MITCHELL RPT        | THER-ABILI            | THERAPY ABILITY                | 43           |
| GUIRGIS, WAGID MD           | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 41           |
| GUTIERREZ, MICHAEL MD       | SPEC-DERMA            | DERMATOLOGY PHYSICIAN SPECIAL  | 39           |
| LOPEZ, RUBEN MD             | PCPS-PEDIA            | PEDIATRIC PHYSICIAN PCP        | 39           |
| WILLIAMS, DAVID MD          | SPEC-CARDI            | CARDIOLOGY PHYSICIAN SPECIALIS | 39           |
| DUPHARE, HARSH MD           | SPEC-GASTR            | GASTROENTEROLOGY PHYSICIAN SPE | 37           |
| SERRANO-LOPEZ, CARMEN MD    | PCPS-INTER            | INTERNAL MEDICINE PHYSICIAN    | 36           |
| LUCAS, JOSEPH MD            | SPEC-DERMA            | DERMATOLOGY PHYSICIAN SPECIAL  | 34           |
| BENEZETTE, ALYN DO          | SPEC-NEURO            | NEUROLOGY PHYSICIAN SPECIALIST | 32           |
| DERBENWICK, MARY JUNE MD    | SPEC-NEURO            | NEUROLOGY PHYSICIAN SPECIALIST | 32           |
| COMBS, KRISTEN ARNP         | PCPS-PPRAC            | PEDIATRIC PRACTITIONER ARNP    | 31           |
| KNIGHT, ALEJANDRO CRNA      | SPEC-CRNA             | CERTIFIED NURSE ANESTHETIST    | 31           |
| ZULFIQAR, HASSAN MD         | SPEC-GASTR            | GASTROENTEROLOGY PHYSICIAN SPE | 30           |
| MARTIN, JEFFREY MD          | SPEC-ORTHO            | ORTHOPAEDIC SURGERY PHYSICIAN  | 29           |
| WILLIAMS, JENNIFER ARNP     | PCPS-EXTHR            | NON-STAFF EXTENDED HOURS       | 29           |
| WILGERS, KIRSTEN OD         | OTHR-OPTOM            | OPTOMETRIST                    | 27           |
| CLARK, KEVIN PA             | PCPS-PASST            | PHYSICIAN ASSISTANT PRIM CARE  | 26           |
| CONSUMER DIRECT FOR FLORIDA | OTHR-HHCA             | HOME HEALTH CARE AGENCY        | 26           |
| GARCIA, CRISTINA MD         | PCPS-PEDIA            | PEDIATRIC PHYSICIAN PCP        | 26           |
| NURSE CASE MANAGEMENT       | FHCP-CASEM            | FHCP CASE MANAGEMENT           | 26           |
| WIMBERLY, KATIE RPT         | THER-ABILI            | THERAPY ABILITY                | 26           |
| ASIHENE, REGINA MD          | PCPS-INTER            | INTERNAL MEDICINE PHYSICIAN    | 25           |
| WARNER, DANIEL MD           | SPEC-INFEC            | INFECTIOUS DISEASE PHYSICIAN   | 25           |
| AHMED, SALMAN MD            | PCPS-PEDIA            | PEDIATRIC PHYSICIAN PCP        | 24           |
| DUREN, LAURA MD             | PCPS-INTER            | INTERNAL MEDICINE PHYSICIAN    | 24           |
| ESQUIVEL, PATRICIA MD       | SPEC-OBGYN            | OB/GYN PHYSICIAN SPECIALIST    | 24           |
| DOMINGUEZ, CARMEN MD        | SPEC-PAIN             | PAIN MANAGEMENT                | 23           |
| STEFLIK, TIMOTHY DC         | OTHR-CHIRO            | CHIROPRACTOR                   | 22           |
| VOGEL, TRUDI DC             | OTHR-CHIRO            | CHIROPRACTOR                   | 22           |
| CORTEZ, STEPHEN MD          | SPEC-OBGYN            | OB/GYN PHYSICIAN SPECIALIST    | 21           |
| MIRANTE, JOSEPH MD          | SPEC-ENT              | ENT/OTOLARYNGOLOGY PHYSICIAN   | 21           |
| BRATU, BEATRICE MD          | SPEC-GASTR            | GASTROENTEROLOGY PHYSICIAN SPE | 20           |
| COMBS, WALLACE MD           | SPEC-PSYCH            | PSYCHIATRIC PHYSICIAN SPECIAL  | 20           |
| MEYERS, JOHN MD             | SPEC-OBGYN            | OB/GYN PHYSICIAN SPECIALIST    | 20           |
| NIPPER, NEIL MD             | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 20           |
| CARBIENER, PAMELA MD        | SPEC-OBGYN            | OB/GYN PHYSICIAN SPECIALIST    | 19           |
| CHEWNING, JOHN DO           | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 19           |
| CLARK, PERRIN MD            | SPEC-ENT              | ENT/OTOLARYNGOLOGY PHYSICIAN   | 19           |

Paid Top 100 Providers

| ProviderName               | ProviderSpecialtyCode | ProviderSpecialtyDesc          | Total_Claims |
|----------------------------|-----------------------|--------------------------------|--------------|
| JOSEPH, ARUN MD            | SPEC-PAIN             | PAIN MANAGEMENT                | 19           |
| KINDLER, SARAH PA          | PCPS-EXTHR            | NON-STAFF EXTENDED HOURS       | 19           |
| LE, ELIZABETH MD           | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 19           |
| MERRELL, MATTHEW MD        | SPEC-UROLO            | UROLOGY PHYSICIAN SPECIALIST   | 19           |
| PARKER, CINDY PA           | PCPS-PASST            | PHYSICIAN ASSISTANT PRIM CARE  | 19           |
| ROSATI, SAMUEL MD          | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 19           |
| TSO, TINA MD               | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 19           |
| WAHBA, WAHBA MD            | SPEC-PULMO            | PULMONARY DISEASE PHYSICIAN    | 19           |
| ZOBAN, JOSEPH MD           | SPEC-OPHTH            | OPHTHOLOGY PHYSICIAN SPECIAL   | 19           |
| BALDWIN, CYNTHIA MD        | SPEC-OBGYN            | OB/GYN PHYSICIAN SPECIALIST    | 18           |
| GEIS, TODD MD              | SPEC-OPHTH            | OPHTHOLOGY PHYSICIAN SPECIAL   | 18           |
| HOWARD, SUSAN MD           | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 18           |
| IRANPUR, PERVEZ MD         | SPEC-PAIN             | PAIN MANAGEMENT                | 18           |
| NIRSCHL, MATTHEW DC        | OTHR-CHIRO            | CHIROPRACTOR                   | 18           |
| SMITH, JEFFREY DO          | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 18           |
| STAVOY, THOMAS MD          | SPEC-OBGYN            | OB/GYN PHYSICIAN SPECIALIST    | 18           |
| CROUCH, EUGENE MD          | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 17           |
| MCLOUGHLIN JR, THOMAS MD   | PCPS-PEDIA            | PEDIATRIC PHYSICIAN PCP        | 17           |
| FYNES, EVAN MD             | SPEC-UROLO            | UROLOGY PHYSICIAN SPECIALIST   | 16           |
| HEMAIDAN, AMMAR MD         | SPEC-GASTR            | GASTROENTEROLOGY PHYSICIAN SPE | 16           |
| MITCHELL-SAMON, LEVONNE MD | PCPS-INTER            | INTERNAL MEDICINE PHYSICIAN    | 16           |
| PARLADE, RAFAEL PHD        | SPEC-PSYHH            | PSYCHIATRIC HOLLY HILL         | 16           |
| RAMDATH JR, SONA DPM       | SPEC-PODIA            | PODIATRIST                     | 16           |
| RITTER, JARED MD           | SPEC-PSYHH            | PSYCHIATRIC HOLLY HILL         | 16           |
| DINICOLA, ROBERTO MD       | SPEC-ALLER            | ALLERGY PHYSICIAN SPECIALIST   | 15           |
| HALPERN, ANDREW MD         | PCPS-PEDIA            | PEDIATRIC PHYSICIAN PCP        | 15           |
| HATTEN, BRIAN MD           | SPEC-ORTHO            | ORTHOPAEDIC SURGERY PHYSICIAN  | 15           |
| LYON, KENT MD              | SPEC-ENDOC            | ENDOCRINOLOGY PHYSICIAN SPECIA | 15           |
| MILLIRON, HILAREE DPM      | SPEC-PODIA            | PODIATRIST                     | 15           |
| BRYAN, JAMES MD            | SPEC-ORTHO            | ORTHOPAEDIC SURGERY PHYSICIAN  | 14           |
| ISKANDER, ENAS MD          | PCPS-PEDIA            | PEDIATRIC PHYSICIAN PCP        | 14           |
| KHAN, ASAD MD              | SPEC-PSYCH            | PSYCHIATRIC PHYSICIAN SPECIAL  | 14           |
| PARKES, CYNTHIA LMHC       | OTHR-LMHCO            | LICENSED MENTAL HEALTH COUNSEL | 14           |
| RHO, CHRISTINA MD          | SPEC-ENDOC            | ENDOCRINOLOGY PHYSICIAN SPECIA | 14           |
| SEBASTIEN, JOEL MD         | SPEC-BARIA            | SURGEON BARIATRIC              | 14           |
| BILLMEIER, DAVID MD        | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 13           |
| FRICK, GARY MD             | SPEC-PSYCH            | PSYCHIATRIC PHYSICIAN SPECIAL  | 13           |
| GILMORE, TEDRA MD          | SPEC-OBGYN            | OB/GYN PHYSICIAN SPECIALIST    | 13           |
| MALIK, VINOD MD            | SPEC-PAIN             | PAIN MANAGEMENT                | 13           |
| SULEIMAN, SAUD MD          | SPEC-GASTR            | GASTROENTEROLOGY PHYSICIAN SPE | 13           |
| TORRES, DIEGO MD           | PCPS-FAMIL            | FAMILY PRACTICE PHYSICIAN PCP  | 13           |
| AILANI, RAJESH MD          | SPEC-PULMO            | PULMONARY DISEASE PHYSICIAN    | 12           |
| BONNETTE, KELSEY ARNP      | PCPS-EXTHR            | NON-STAFF EXTENDED HOURS       | 12           |
| BOSSET, LORI OT            | THER-ABILI            | THERAPY ABILITY                | 12           |
| DE CASTRO, RAYMOND MD      | SPEC-PSYHH            | PSYCHIATRIC HOLLY HILL         | 12           |
| EATHIRAJU, SRIKANTH MD     | SPEC-ORTHO            | ORTHOPAEDIC SURGERY PHYSICIAN  | 12           |
| HENRY, SARAH MD            | SPEC-ORTHO            | ORTHOPAEDIC SURGERY PHYSICIAN  | 12           |
| MAKARY, WAFIK MD           | PCPS-INTER            | INTERNAL MEDICINE PHYSICIAN    | 12           |
| MCCALL, TODD MD            | SPEC-ORTHO            | ORTHOPAEDIC SURGERY PHYSICIAN  | 12           |



**CITY OF PORT ORANGE**  
**EVALUATION SHEET for RANKING of PROFESSIONALS**  
**INITIAL EVALUATION of WRITTEN PROPOSALS**

**RFP 18-12 EMPLOYEE HEALTH INSURANCE**

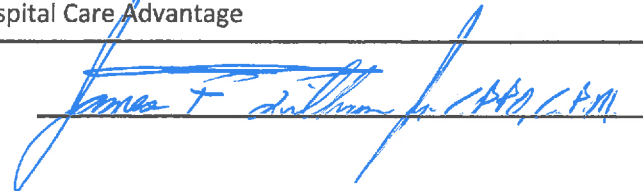
**Evaluation Committee Meeting**

**Meeting Date: MARCH 19, 2018 @ 8:30 A.M.**

| Company Name                    | Evaluation Committee Members |              |                |             |             | Total Ranking Score | Final Rank |
|---------------------------------|------------------------------|--------------|----------------|-------------|-------------|---------------------|------------|
|                                 | Tracey Riehm                 | Jamie Miller | Kim Kilpatrick | John Baller | Brian Smith |                     |            |
| Aetna                           | 95                           | 80           | 65             | 62          | 85.5        | 387.5               | 2          |
| Florida Health Care Plan        | 103                          | 87           | 90             | 105         | 105         | 490                 | 1          |
| Florida Hospital Care Advantage | 91                           | 73           | 63             | 53          | 79          | 359                 | 3          |
| Florida League of Cities FMIT   | 90                           | 58           | 53             | 35          | 64.5        | 300.5               | 5          |
| United Health Care              | 95                           | 68           | 68             | 35          | 82.5        | 348.5               | 4          |

| SHORT LISTED FIRMS |                                 |
|--------------------|---------------------------------|
| 1                  | Florida Health Care Plan        |
| 2                  | Aetna                           |
| 3                  | Florida Hospital Care Advantage |

Purchasing Manager:

  
James F. Sullivan, J.D., P.A.



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: Yes

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**SUBJECT:** (B7c) Approval of the Sixth Amendment Closest Unit Response (East Volusia Municipalities) Agreement

**DEPARTMENT:** Fire/Rescue Services

**GOAL:**

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**RECOMMENDED MOTION:** Move to approve the Sixth Amendment Closest Unit Response and authorize the Mayor and City Clerk to execute the document.

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**SUMMARY:** This is an annually renewing agreement between the East Volusia cities listed on automatic mutual aid/closest company concept.

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                                 |                           |
|----|---------------------------------|---------------------------|
| 1. | Draft Sixth Amendment - Redline | Six Amendment.pdf         |
| 2. | Draft Sixth Amendment - Clean   | 6th Amendment - Clean.pdf |

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Krista Williams  
Ken Fustin  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/22/2018  
Approved - 03/22/2018  
Approved - 03/23/2018  
Final Approval - 03/26/2018

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## **SIXTH AMENDMENT**

### **TO INTERLOCAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT OF THE EAST VOLUSIA LOCAL GOVERNMENT FIRE-RESCUE AND EMERGENCY MEDICAL SERVICES AUTOMATIC AID AND CLOSEST UNIT RESPONSE SYSTEM**

This Agreement, made and entered into the date hereafter provided pursuant to the authority contained in Chapter 163, Florida Statutes, by and between the City of Edgewater, the City of New Smyrna Beach, the City of Port Orange, the City of South Daytona, City of Daytona Beach, City of Daytona Beach Shores, City of Ormond Beach, City of Holly Hill and the Town of Ponce Inlet (herein “Parties”) all being governments in the State of Florida, and constitutes the Sixth Amendment to the Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System (herein “Interlocal Agreement”).

**WHEREAS**, the Parties entered into this Interlocal Agreement which was recorded in Official Records Book 5261, Pages 3947-3957, Public Records of Volusia County, Florida amended by First Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5403, Pages 1170-1179, Public Records of Volusia County, Florida; and amended by the Second Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5925, Pages 3132-3145, Public Records of Volusia County, Florida; and amended by the Third Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and

Closest Unit Response System recorded in Official Records Book 6346, Pages 4071-4084, Public Records of Volusia County, Florida; and amended by the Fourth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6449, Page 501-509, Public Records of Volusia County, Florida; and amended by the Fifth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6870, Pages 3806-3818; and

**WHEREAS**, the ~~Fourth~~ Fifth Amendment of the Interlocal Agreement extended for an additional term expiring on September 30, ~~2014~~ 2018, and

**WHEREAS**, the City of Edgewater, the City of New Smyrna Beach, the City of Port Orange, the City of South Daytona, City of Daytona Beach, City of Daytona Beach Shores, City of Ormond Beach, City of Holly Hill and the Town of Ponce Inlet desire to modify and continue the Interlocal Agreement to provide for an efficient service delivery model for the eastern region; and

**WHEREAS**, the Interlocal Agreement provides for amendments by mutual written agreement of the Parties.

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

1. The premises set forth above are true, correct and form a material part of this ~~Fifth~~ Sixth Amendment to the Interlocal Agreement.

2. The terms and conditions of the Interlocal Agreement recorded in Official Records Book 5261, Pages 3947-3957, Public Records of Volusia County, Florida, amended by First Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5403, Pages 1170-1179, Public Records of Volusia County, Florida; and amended by the Second Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5925, Pages 3132-3145, Public Records of Volusia County, Florida; and amended by the Third Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6346, Pages 4071-4084, Public Records of Volusia County, Florida; and amended by the Fourth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6449, Page 501-509, Public Records of Volusia County, Florida; and amended by the Fifth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6870, Pages 3806-3818; are hereby restated and incorporated as if fully set forth herein except for:

SECTION 14. This Interlocal Agreement as amended in hereby extended for an additional 4-year term expiring on ~~September 30, 2018~~ September 30, 2022.

3. This ~~Fifth~~ Sixth Amendment shall become effective upon each of the respective government's approval and execution of this ~~Fifth~~ Sixth Amendment to the Interlocal Agreement. This ~~Fifth~~ Sixth Amendment to the Interlocal Agreement shall remain in full force and effect for those governments approval and executing this ~~Fifth~~ Sixth Amendment, notwithstanding the failure of any of the herein named governments to approval and execute this ~~Fifth~~ Sixth Amendment. This ~~Fifth~~ Sixth Amendment to the Interlocal Agreement shall be filed and recorded with the Clerk of Circuit Court of Volusia County, Florida.

4. All other terms and conditions of the Interlocal Agreement as amended shall remain in full force and effect except as modified by this ~~Fifth~~ Sixth Amendment.

IN WITNESS WHEREOF, the Parties by and through the undersigned have entered into this ~~Fifth~~ Sixth Amendment to the Interlocal Agreement in counterparts on the date and year hereafter written for the purpose stated above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ATTEST:**

**CITY OF EDGEWATER**

\_\_\_\_\_  
Robin L. Matusick  
City Clerk/Paralegal

\_\_\_\_\_  
Michael Ignasiak  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by MICHAEL IGNASIAK and ROBIN L. MATUSICK, as Mayor and City Clerk/Paralegal, respectively, of the City of Edgewater, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF NEW SMYRNA BEACH**

\_\_\_\_\_  
Johnny R. Bledsoe  
City Clerk

\_\_\_\_\_  
Jim Hathaway  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by JIM HATHAWAY and JOHNNY R. BLEDSOE, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF PORT ORANGE**

\_\_\_\_\_  
Robin L. Fenwick  
City Clerk

\_\_\_\_\_  
Donald O. Burnette  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by DONALD O. BURNETTE and ROBIN L. FENWICK, as Mayor and City Clerk, respectively, of the City of Port Orange, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF SOUTH DAYTONA**

\_\_\_\_\_  
Debbie Fitz-Gerald  
Deputy City Clerk

\_\_\_\_\_  
William C. Hall  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by WILLIAM C. HALL and DEBBIE FITZ-GERALD, as Mayor and City Clerk, respectively, of the City of South Daytona, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large



**ATTEST:**

**CITY OF DAYTONA BEACH**

\_\_\_\_\_  
Letitia LaMagna  
City Clerk

\_\_\_\_\_  
Derrick L. Henry  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by DERRICK L. HENRY and LETITIA LAMAGNA, as Mayor and City Clerk, respectively, of the City of Daytona Beach, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF DAYTONA BEACH SHORES**

\_\_\_\_\_  
Cheri Schwab  
City Clerk

\_\_\_\_\_  
Harry Jennings  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by HARRY JENNINGS and CHERI SCHWAB, as Mayor and City Clerk, respectively, of the City of Daytona Beach Shores, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF ORMOND BEACH**

\_\_\_\_\_  
Scott McKee  
City Clerk

\_\_\_\_\_  
Bill Partington  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by BILL PARTINGTON and SCOTT MCKEE, as Mayor and City Clerk, respectively, of the City of Ormond Beach, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF HOLLY HILL**

\_\_\_\_\_  
Valerie Manning  
City Clerk

\_\_\_\_\_  
John Penny  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by JOHN PENNY and VALERIE MANNING, as Mayor and City Clerk, respectively, of the City of Holly Hill, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**TOWN OF PONCE INLET**

\_\_\_\_\_  
Kim Cherbano  
City Clerk

\_\_\_\_\_  
Gary L. Smith  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by GARY L. SMITH and KIM CHERBANO, as Mayor and City Clerk, respectively, of the City of Town of Ponce Inlet, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

## **SIXTH AMENDMENT**

### **TO INTERLOCAL AGREEMENT PROVIDING FOR THE ESTABLISHMENT OF THE EAST VOLUSIA LOCAL GOVERNMENT FIRE-RESCUE AND EMERGENCY MEDICAL SERVICES AUTOMATIC AID AND CLOSEST UNIT RESPONSE SYSTEM**

This Agreement, made and entered into the date hereafter provided pursuant to the authority contained in Chapter 163, Florida Statutes, by and between the City of Edgewater, the City of New Smyrna Beach, the City of Port Orange, the City of South Daytona, City of Daytona Beach, City of Daytona Beach Shores, City of Ormond Beach, City of Holly Hill and the Town of Ponce Inlet (herein “Parties”) all being governments in the State of Florida, and constitutes the Sixth Amendment to the Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System (herein “Interlocal Agreement”).

**WHEREAS**, the Parties entered into this Interlocal Agreement which was recorded in Official Records Book 5261, Pages 3947-3957, Public Records of Volusia County, Florida amended by First Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5403, Pages 1170-1179, Public Records of Volusia County, Florida; and amended by the Second Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5925, Pages 3132-3145, Public Records of Volusia County, Florida; and amended by the Third Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical

Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6346, Pages 4071-4084, Public Records of Volusia County, Florida; and amended by the Fourth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6449, Page 501-509, Public Records of Volusia County, Florida; and amended by the Fifth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6870, Pages 3806-3818; and

**WHEREAS**, the Fifth Amendment of the Interlocal Agreement extended for an additional term expiring on September 30, 2018, and

**WHEREAS**, the City of Edgewater, the City of New Smyrna Beach, the City of Port Orange, the City of South Daytona, City of Daytona Beach, City of Daytona Beach Shores, City of Ormond Beach, City of Holly Hill and the Town of Ponce Inlet desire to modify and continue the Interlocal Agreement to provide for an efficient service delivery model for the eastern region; and

**WHEREAS**, the Interlocal Agreement provides for amendments by mutual written agreement of the Parties.

**NOW, THEREFORE**, in consideration of the premises, mutual covenants, provisions and representations contained herein, constituting good and valuable consideration, the Parties hereto agree as follows:

1. The premises set forth above are true, correct and form a material part of this Sixth Amendment to the Interlocal Agreement.

2. The terms and conditions of the Interlocal Agreement recorded in Official Records Book 5261, Pages 3947-3957, Public Records of Volusia County, Florida, amended by First Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5403, Pages 1170-1179, Public Records of Volusia County, Florida; and amended by the Second Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 5925, Pages 3132-3145, Public Records of Volusia County, Florida; and amended by the Third Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6346, Pages 4071-4084, Public Records of Volusia County, Florida; and amended by the Fourth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6449, Page 501-509, Public Records of Volusia County, Florida; and amended by the Fifth Amendment to Interlocal Agreement Providing for the Establishment of the East Volusia Local Government Fire-Rescue and Emergency Medical Services Automatic Aid and Closest Unit Response System recorded in Official Records Book 6870, Pages 3806-3818; are hereby restated and incorporated as if fully set forth herein except for:

SECTION 14. This Interlocal Agreement as amended in hereby extended for an additional 4-year term expiring on September 30, 2022.



3. This Sixth Amendment shall become effective upon each of the respective government's approval and execution of this Sixth Amendment to the Interlocal Agreement. This Sixth Amendment to the Interlocal Agreement shall remain in full force and effect for those governments approval and executing this Sixth Amendment, notwithstanding the failure of any of the herein named governments to approval and execute this Sixth Amendment. This Sixth Amendment to the Interlocal Agreement shall be filed and recorded with the Clerk of Circuit Court of Volusia County, Florida.

4. All other terms and conditions of the Interlocal Agreement as amended shall remain in full force and effect except as modified by this Sixth Amendment.

IN WITNESS WHEREOF, the Parties by and through the undersigned have entered into this Sixth Amendment to the Interlocal Agreement in counterparts on the date and year hereafter written for the purpose stated above.

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**ATTEST:**

**CITY OF EDGEWATER**

\_\_\_\_\_  
Robin L. Matusick  
City Clerk/Paralegal

\_\_\_\_\_  
Michael Ignasiak  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by MICHAEL IGNASIAK and ROBIN L. MATUSICK, as Mayor and City Clerk/Paralegal, respectively, of the City of Edgewater, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF NEW SMYRNA BEACH**

\_\_\_\_\_  
Johnny R. Bledsoe  
City Clerk

\_\_\_\_\_  
Jim Hathaway  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by JIM HATHAWAY and JOHNNY R. BLEDSOE, as Mayor and City Clerk, respectively, of the City of New Smyrna Beach, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF PORT ORANGE**

\_\_\_\_\_  
Robin L. Fenwick  
City Clerk

\_\_\_\_\_  
Donald O. Burnette  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by DONALD O. BURNETTE and ROBIN L. FENWICK, as Mayor and City Clerk, respectively, of the City of Port Orange, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF SOUTH DAYTONA**

\_\_\_\_\_  
Debbie Fitz-Gerald  
Deputy City Clerk

\_\_\_\_\_  
William C. Hall  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by WILLIAM C. HALL and DEBBIE FITZ-GERALD, as Mayor and City Clerk, respectively, of the City of South Daytona, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF DAYTONA BEACH**

\_\_\_\_\_  
Letitia LaMagna  
City Clerk

\_\_\_\_\_  
Derrick L. Henry  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by DERRICK L. HENRY and LETITIA LAMAGNA, as Mayor and City Clerk, respectively, of the City of Daytona Beach, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF DAYTONA BEACH SHORES**

\_\_\_\_\_  
Cheri Schwab  
City Clerk

\_\_\_\_\_  
Harry Jennings  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by HARRY JENNINGS and CHERI SCHWAB, as Mayor and City Clerk, respectively, of the City of Daytona Beach Shores, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**CITY OF ORMOND BEACH**

\_\_\_\_\_  
Scott McKee  
City Clerk

\_\_\_\_\_  
Bill Partington  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by BILL PARTINGTON and SCOTT MCKEE, as Mayor and City Clerk, respectively, of the City of Ormond Beach, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large



**ATTEST:**

**CITY OF HOLLY HILL**

\_\_\_\_\_  
Valerie Manning  
City Clerk

\_\_\_\_\_  
John Penny  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by JOHN PENNY and VALERIE MANNING, as Mayor and City Clerk, respectively, of the City of Holly Hill, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large

**ATTEST:**

**TOWN OF PONCE INLET**

\_\_\_\_\_  
Kim Cherbano  
City Clerk

\_\_\_\_\_  
Gary L. Smith  
Mayor

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by GARY L. SMITH and KIM CHERBANO, as Mayor and City Clerk, respectively, of the City of Town of Ponce Inlet, on behalf of the City. They are personally known to me or have produced \_\_\_\_\_ as identification.

Seal/Stamp

\_\_\_\_\_  
Notary Public, State of Florida at Large



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: Yes

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**SUBJECT:** (B7d) Approval of Amendment 1 & Extension to the Standard Contract for Services (CA5316) with Yellowstone-Southeast, LLC

**DEPARTMENT:** Public Works

**GOAL:** 2 - Infrastructure

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**RECOMMENDED MOTION:** Move to approve the Amendment and Extension to Yellowstone Landscape – Southeast, LLC Contract for an increase not to exceed \$70,332 for a revised contract amount of \$614,402.00; and to authorize the Mayor and City Clerk to execute all contract required documents.

---

**SUMMARY:** Yellowstone Landscape was contracted on April 4, 2016 to provide landscape maintenance services for various rights of way and stormwater ponds under contract CA5216. When bid in 2016, the bid included not only the above, but also landscape maintenance at 41 city owned facilities and parks. This portion of the bid was awarded to Tif-Jen Inc. under contract CA 5217.

It was discovered that the facilities landscape requirements were vague in many areas. Public Works staff have opted to revise the specifications, modify the locations/maintenance requirements due to changes in the needs of the city, and rebid the project. The changes are so dramatic that we believe going out for bid was the best option for the city. The contract with Tif-Jen ended April 3, 2018.

This request is to renew the contract (CA 5316) with Yellowstone-Southeast LLC for one additional year as outlined in the terms and conditions of the contract for servicing the rights of way and storm water ponds. In addition, to ensure continued maintenance of the city facilities while soliciting bids for that service, staff requests an additional not to exceed amount of \$70,332.00. This cost is lower than Yellowstone bid for the service in 2016.

Project No.: none  
none  
none

Funding Account No.: 001 4300 541 3420  
001 4300 541 3420  
001 4400 572 3420

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**ATTACHMENTS:**

|    |                                           |                                               |
|----|-------------------------------------------|-----------------------------------------------|
| 1. | Yellowstone Amendment and Extension No. 1 | Yellowstone Amendment and Extension No. 1.pdf |
| 2. | Yellowstone contract & bond CA5316        | Yellowstone contract & bond CA5316.pdf        |
| 3. | Yellowstone Contract & Bond               | Yellowstone Contract & Bond.pdf               |
| 4. | Dept Justification Memo - Yellowstone     | Dept Justification Memo - Yellowstone         |

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|  |         |             |
|--|---------|-------------|
|  | Renewal | Renewal.doc |
|--|---------|-------------|

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|                  |                                |
|------------------|--------------------------------|
| Julia Wiggins    | Created/Initiated - 03/30/2018 |
| Julia Wiggins    | Approved - 04/02/2018          |
| Ronny Buttrum    | Approved - 04/02/2018          |
| Lynn Stevens     | Approved - 04/02/2018          |
| Susan Lovallo    | Approved - 04/03/2018          |
| Tracey Riehm     | Approved - 04/04/2018          |
| Margaret Roberts | Approved - 04/06/2018          |
| Jake Johansson   | Approved - 04/06/2018          |
| Robin Fenwick    | Final Approval - 04/06/2018    |

---

## AMENDMENT AND EXTENSION NUMBER 1 OF STANDARD CONTRACT FOR SERVICES

**THIS AMENDMENT AND EXTENSION NUMBER 1 OF STANDARD CONTRACT FOR SERVICES** ("Extension") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services pursuant to City of Port Orange Bid No. 16-04 on April 4, 2016 (collectively the "Contract") and continuing for a period of two (2) years, with an option to renew upon written agreement of the Parties and appropriation by City Council for two additional one-year periods; and

WHEREAS, the Parties desire to extend the Contract for one (1) additional year as outlined in the terms and conditions of the Contract; and

WHEREAS, the Parties desire to amend the scope of services to provide for two (2) months of facility landscape maintenance in an amount not to exceed \$70,332.00, to ensure continued maintenance of the city facilities while soliciting bids for this service; and

WHEREAS, the Port Orange City Council has determined that the execution of this amendment and 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. Term: Notwithstanding the date of execution, the term of this Extension is hereby extended for one (1) year, commencing on April 4, 2018 and continuing until April 3, 2019.
2. Contractor Obligations: Notwithstanding the date of execution, the Contractor agrees to provide the services below, in addition to the terms and conditions outlined in the Contract.
  - a. Provide professional landscape maintenance services for Scope A: Facility Maintenance Levels, which shall include Class "A," Class "B" and Class "C," and as more specifically provided in Exhibit "1" of the Contract, pursuant to BID No. 16-04, Addendum No. 1 and Addendum No. 2, commencing on April 4, 2018 and continuing for a period of two (2) months in an amount not to exceed \$70,332.00.
3. All other terms and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have signed, sealed, and delivered this Extension on the day and year stated hereinafter.

Witnesses:

**YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Tim Portland, Manager

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC, a Florida limited liability corporation, and who:

*[Notary: Please select one]*

☐ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida  
*Printed, typed or stamped name, commission and expiration:*

Witnesses:

**CITY OF PORT ORANGE**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 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:*



## CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 4 day of April, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Professional Landscape Maintenance Services for Scope C: Rights - Rights of Way Maintenance Levels, which shall include Class "A," Class "C," and Class "D," as more specifically described in BID No. 16-04, Addendums, and Yellowstone Landscape-Southeast, LLC proposal, attached hereto as Exhibit "1."
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1<sup>st</sup> of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: As outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.



2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Five Hundred Thirty-Three Thousand Seventy-Six and 00/100 Dollars (\$533,076.00) for the annual term and as otherwise provided herein. City reserves the right to suspend this Contract during construction within the median pursuant to Addendum No. 2 and Contractor agrees to a deductive change order consistent herewith. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. Contractor hereby acknowledges Contract performance requirements as set forth in Addendum No. 1 of BID No. 16-04.

3. Contract Documents. The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

- (1) the cost of work performed or supplies delivered;
- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain Insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

| Insurance                                                                                                                                | Standards                                                                                                                                                                              | Comments                                                                                                                                                                                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Workers' Compensation</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p>                                                    | <p>Coverage A - Statutory<br/>Coverage B - \$100,000</p> <p>All States (Broad Form)<br/>Voluntary Compensation</p>                                                                     | <p>If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.</p>                                                                |
| <p>Comprehensive General Liability (including Completed Operations and Contractual Liability)</p> <p><u>Limits:</u></p>                  | <p>Combined Single Limit Bodily Injury and Property damage<br/>\$500,000 occurrence<br/>\$1,000,000 Aggregate</p>                                                                      | <p>When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.</p> |
| <p>Comprehensive Business, Automobile Liability to include all automobiles.</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p> | <p>Auto Liability Bodily Injury:<br/>\$100,000 each person<br/>\$300,000 each occurrence.<br/>Property Damage Liability<br/>\$100,000 each occurrence.</p> <p>Non-Owned, Hired Car</p> | <p>Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage</p>                                                                                                                                                                                  |
| <p>Property Insurance — Builders Risk.</p> <p><u>Limits:</u></p> <p><u>Additional Coverage:</u></p>                                      | <p>Buildings — Completed value of contract.</p> <p>"All Risk" coverage on latest ISO form or its equivalent.<br/>Permission granted to occupy.<br/>Owner named as insured AIMA</p>     | <p>if the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.</p>                                                                                      |
| <p>Professional Liability (Errors &amp; Omissions)</p> <p><u>Limits:</u></p>                                                             | <p>Coverage — \$1,000,000 minimum</p>                                                                                                                                                  |                                                                                                                                                                                                                                                                  |

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have

been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless

set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

|             |                                                                                                                                                                                                                                                            |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:       | City of Port Orange<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                                                                                                                  |
| Copy to:    | City of Port Orange<br>Attention: Branford N. Adumuah, Director of Public Works<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5575                                                                                                 |
| Contractor: | Yellowstone Landscape-Southeast, LLC<br>Attention: Time Portland, Manager<br>3235 North State Street<br>Bunnell, Florida 32110<br>(386) 248-3298 ~ Telephone<br><a href="mailto:bcritcher@yellowstonelandscape.com">bcritcher@yellowstonelandscape.com</a> |

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

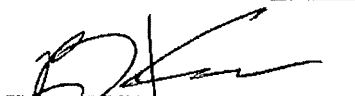
29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***

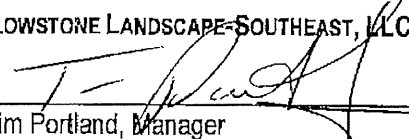


Witnesses:

  
Printed Name: William M. Seltzer

  
Printed Name: BRIAN K. MARTIN

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC.

By:   
Tim Portland, Manager

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

Date: March 30, 2016

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2016, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC a Florida limited liability corporation, and who:

*[Notary: Please select one]*

☒ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.



ORNELA C. PERRI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF111836  
Expires 1/5/2018

  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

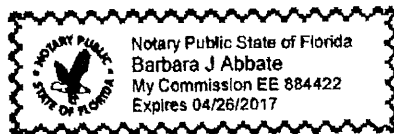
By: Allen Green  
Allen Green, Mayor

Kelly McQuillen  
Printed Name: Kelly McQuillen

Date: 4/4/16

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of April, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Witnesses:

Barbara J. Abbate  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:

ATTEST:

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

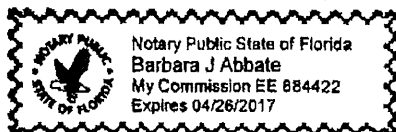
By: Robin L. Fenwick  
Robin L. Fenwick, CMC, City Clerk

Kelly McQuillen  
Printed Name: Kelly McQuillen

Date: 4/4/16

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of April, 2016, 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.



Barbara J. Abbate  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:

[CA 5316]

\*ATTACHMENT A" - REVISED PER ADDENDUM NO. 2  
BID FORM - SCOPE C- RIGHTS OF WAY MAINTENANCE LEVELS (02-08-16)  
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES  
[TBM 15-04]

Bidders are required to complete all fields marked in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Yellowstone Landscapes  
CONTACT PERSON: Barry Chikier  
EMAIL ADDRESS: bchikier@yellowstonelandscapes.com

## SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

### Class "A" Maintenance

[illegible]

**Note:** "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

Attachment A - Scope C  
1 of 3

EXHIBIT "1"

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "C" Maintenance

| Class "C" Maintenance                    |                |       |              |                   |                                  |                      |                          |                          |                   |                     |                     |                   |                   |                   |                     |                     |                   |
|------------------------------------------|----------------|-------|--------------|-------------------|----------------------------------|----------------------|--------------------------|--------------------------|-------------------|---------------------|---------------------|-------------------|-------------------|-------------------|---------------------|---------------------|-------------------|
| MOWING                                   |                |       |              | TURF MAINTENANCE  |                                  |                      |                          | TREE & SHRUB MAINTENANCE |                   |                     |                     | PALM TREES        |                   |                   |                     |                     |                   |
| ROAD NAME                                | SQUARE FOOTAGE | ACRES | COST PER MOW | TOTAL ANNUAL COST | Estimated Quantities Cubic Yards | COST PER APPLICATION | NUMBER OF TIMES PER YEAR | Granular Fertilizer      |                   | Pesticide Treatment | Herbicide Treatment | Total Annual Cost | Total Annual Cost | Total Annual Cost | Pesticide Treatment | Herbicide Treatment | Total Annual Cost |
|                                          |                |       |              |                   |                                  |                      |                          | Granular Fertilizer      | Total Annual Cost |                     |                     |                   |                   |                   |                     |                     |                   |
|                                          |                |       |              |                   |                                  |                      |                          |                          |                   |                     |                     |                   |                   |                   |                     |                     |                   |
| 51 Williamson Boulevard Medians          | 112,133        | 3.54  | 32           | \$ 9,120.00       | N/A                              | N/A                  | 2                        | \$ 633.00                | \$ 1,266.00       | N/A                 | N/A                 | \$ 1,266.00       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,266.00       |
| 52 Williamson Boulevard Roadbeds         | 179,673        | 5.62  | 32           | \$ 17,220.00      | N/A                              | N/A                  | 2                        | \$ 861.00                | \$ 1,722.00       | N/A                 | N/A                 | \$ 1,722.00       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,722.00       |
| 53 Airport Road Medians                  | 75,580         | 2.36  | 32           | \$ 7,558.00       | N/A                              | N/A                  | 2                        | \$ 377.90                | \$ 755.80         | N/A                 | N/A                 | \$ 755.80         | N/A               | N/A               | N/A                 | N/A                 | \$ 755.80         |
| 54 Airport Road Roadbeds                 | 167,810        | 5.12  | 32           | \$ 16,781.00      | N/A                              | N/A                  | 2                        | \$ 839.05                | \$ 1,678.10       | N/A                 | N/A                 | \$ 1,678.10       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,678.10       |
| 55 Sumner Street Road Extension Medians  | 83,850         | 2.62  | 32           | \$ 8,385.00       | N/A                              | N/A                  | 2                        | \$ 419.25                | \$ 838.50         | N/A                 | N/A                 | \$ 838.50         | N/A               | N/A               | N/A                 | N/A                 | \$ 838.50         |
| 56 Sumner Street Road Extension Roadbeds | 167,700        | 5.11  | 32           | \$ 16,770.00      | N/A                              | N/A                  | 2                        | \$ 838.50                | \$ 1,677.00       | N/A                 | N/A                 | \$ 1,677.00       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,677.00       |
| 57 Town West Boulevard Medians           | 39,295         | 1.23  | 32           | \$ 3,929.50       | N/A                              | N/A                  | 2                        | \$ 196.48                | \$ 392.95         | N/A                 | N/A                 | \$ 392.95         | N/A               | N/A               | N/A                 | N/A                 | \$ 392.95         |
| 58 Town West Boulevard Roadbeds          | 78,590         | 2.46  | 32           | \$ 7,859.00       | N/A                              | N/A                  | 2                        | \$ 392.95                | \$ 785.90         | N/A                 | N/A                 | \$ 785.90         | N/A               | N/A               | N/A                 | N/A                 | \$ 785.90         |
| 59 Coastal Boulevard Medians             | 129,310        | 4.04  | 32           | \$ 12,931.00      | N/A                              | N/A                  | 2                        | \$ 646.55                | \$ 1,293.10       | N/A                 | N/A                 | \$ 1,293.10       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,293.10       |
| 60 Coastal Boulevard Roadbeds            | 258,620        | 8.08  | 32           | \$ 25,862.00      | N/A                              | N/A                  | 2                        | \$ 1,293.10              | \$ 2,586.20       | N/A                 | N/A                 | \$ 2,586.20       | N/A               | N/A               | N/A                 | N/A                 | \$ 2,586.20       |
| 61 McGinnis Avenue Medians               | 129,310        | 4.04  | 32           | \$ 12,931.00      | N/A                              | N/A                  | 2                        | \$ 646.55                | \$ 1,293.10       | N/A                 | N/A                 | \$ 1,293.10       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,293.10       |
| 62 McGinnis Avenue Roadbeds              | 258,620        | 8.08  | 32           | \$ 25,862.00      | N/A                              | N/A                  | 2                        | \$ 1,293.10              | \$ 2,586.20       | N/A                 | N/A                 | \$ 2,586.20       | N/A               | N/A               | N/A                 | N/A                 | \$ 2,586.20       |
| 63 Willow Run Boulevard Medians          | 94,280         | 2.92  | 32           | \$ 9,428.00       | N/A                              | N/A                  | 2                        | \$ 471.40                | \$ 942.80         | N/A                 | N/A                 | \$ 942.80         | N/A               | N/A               | N/A                 | N/A                 | \$ 942.80         |
| 64 Willow Run Boulevard Roadbeds         | 188,560        | 5.84  | 32           | \$ 18,856.00      | N/A                              | N/A                  | 2                        | \$ 942.80                | \$ 1,885.60       | N/A                 | N/A                 | \$ 1,885.60       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,885.60       |
| 65 Peninsula Drive                       | 11,430         | 0.36  | 32           | \$ 1,143.00       | N/A                              | N/A                  | 2                        | \$ 571.50                | \$ 1,143.00       | N/A                 | N/A                 | \$ 1,143.00       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,143.00       |
| 66 Hill Boulevard                        | 15,000         | 0.47  | 32           | \$ 1,500.00       | N/A                              | N/A                  | 2                        | \$ 750.00                | \$ 1,500.00       | N/A                 | N/A                 | \$ 1,500.00       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,500.00       |
| 67 Fitzgerald Street Medians             | 1,952          | 0.06  | 32           | \$ 195.20         | N/A                              | N/A                  | 2                        | \$ 97.60                 | \$ 195.20         | N/A                 | N/A                 | \$ 195.20         | N/A               | N/A               | N/A                 | N/A                 | \$ 195.20         |
| 68 Conrad Street Medians                 | 9,960          | 0.31  | 32           | \$ 996.00         | N/A                              | N/A                  | 2                        | \$ 498.00                | \$ 996.00         | N/A                 | N/A                 | \$ 996.00         | N/A               | N/A               | N/A                 | N/A                 | \$ 996.00         |
| 69 Robert Street Medians                 | 9,960          | 0.31  | 32           | \$ 996.00         | N/A                              | N/A                  | 2                        | \$ 498.00                | \$ 996.00         | N/A                 | N/A                 | \$ 996.00         | N/A               | N/A               | N/A                 | N/A                 | \$ 996.00         |
| 70 Ties Garden Drive Medians             | 7,250          | 0.23  | 32           | \$ 725.00         | N/A                              | N/A                  | 2                        | \$ 362.50                | \$ 725.00         | N/A                 | N/A                 | \$ 725.00         | N/A               | N/A               | N/A                 | N/A                 | \$ 725.00         |
| 71 White Birch Boulevard Medians         | 38,061         | 1.16  | 32           | \$ 3,806.10       | N/A                              | N/A                  | 2                        | \$ 1,903.05              | \$ 3,806.10       | N/A                 | N/A                 | \$ 3,806.10       | N/A               | N/A               | N/A                 | N/A                 | \$ 3,806.10       |
| 72 Countryville Drive Medians            | 27,292         | 0.85  | 32           | \$ 2,729.20       | N/A                              | N/A                  | 2                        | \$ 1,364.60              | \$ 2,729.20       | N/A                 | N/A                 | \$ 2,729.20       | N/A               | N/A               | N/A                 | N/A                 | \$ 2,729.20       |
| 73 Merriam Drive Medians                 | 8,700          | 0.27  | 32           | \$ 870.00         | N/A                              | N/A                  | 2                        | \$ 435.00                | \$ 870.00         | N/A                 | N/A                 | \$ 870.00         | N/A               | N/A               | N/A                 | N/A                 | \$ 870.00         |
| 74 Coral Way Medians                     | 6,160          | 0.19  | 32           | \$ 616.00         | N/A                              | N/A                  | 2                        | \$ 308.00                | \$ 616.00         | N/A                 | N/A                 | \$ 616.00         | N/A               | N/A               | N/A                 | N/A                 | \$ 616.00         |
| 75 Coral Way Roadbeds                    | 12,320         | 0.38  | 32           | \$ 1,232.00       | N/A                              | N/A                  | 2                        | \$ 616.00                | \$ 1,232.00       | N/A                 | N/A                 | \$ 1,232.00       | N/A               | N/A               | N/A                 | N/A                 | \$ 1,232.00       |
| 76 Pale Circle Medians                   | 400            | 0.01  | 32           | \$ 40.00          | N/A                              | N/A                  | 2                        | \$ 20.00                 | \$ 40.00          | N/A                 | N/A                 | \$ 40.00          | N/A               | N/A               | N/A                 | N/A                 | \$ 40.00          |
| Grand Total (Line Items 5-35)            |                |       |              |                   |                                  |                      |                          |                          |                   |                     |                     |                   |                   |                   |                     |                     |                   |

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "D" Maintenance

| ROAD NAME                               | SQUARE FOOTAGE | ACRES | MOWING       |                     | TURF MAINTENANCE  |                                  |                      |                          | TREE & SHRUB MAINTENANCE |                     |                     |                     | PALM TREE MAINTENANCE |                     |                     |                     |
|-----------------------------------------|----------------|-------|--------------|---------------------|-------------------|----------------------------------|----------------------|--------------------------|--------------------------|---------------------|---------------------|---------------------|-----------------------|---------------------|---------------------|---------------------|
|                                         |                |       | COST PER MOW | Total Mows Per Year | TOTAL ANNUAL COST | Estimated Quantities Cubic Yards | MULCH                |                          | PESTICIDE TREATMENT      | HERBICIDE TREATMENT | GRANULAR FERTILIZER | PESTICIDE TREATMENT | HERBICIDE TREATMENT   | GRANULAR FERTILIZER | PESTICIDE TREATMENT | HERBICIDE TREATMENT |
|                                         |                |       |              |                     |                   |                                  | COST PER APPLICATION | NUMBER OF TIMES PER YEAR |                          |                     |                     |                     |                       |                     |                     |                     |
| 36 Taylor Road                          | 233,277        | 5.35  | \$ 1,071.00  | 24                  | \$ 5,770.40       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 37 Spruce Creek Road                    | 558,400        | 12.81 | \$ 714.00    | 24                  | \$ 29,136.00      | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 38 Madeline Avenue                      | 608,850        | 14    | \$ 633.00    | 24                  | \$ 8,796.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 39 Canal View Boulevard                 | 146,050        | 3.33  | \$ 290.00    | 24                  | \$ 6,960.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 40 Central Park Boulevard               | 205,396        | 4.72  | \$ 428.00    | 24                  | \$ 20,172.00      | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 41 Clyde Morris Boulevard               | 205,940        | 4.68  | \$ 321.00    | 24                  | \$ 7,704.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 42 Hume Road                            | 97,435         | 2.24  | \$ 214.00    | 24                  | \$ 5,136.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 43 Yorktown Boulevard Median            | 1,299          | 0.03  | \$ -         | 24                  | \$ -              | 10                               | \$ 636.00            | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 44 Yorktown Boulevard Roadside          | 207,520        | 4.76  | \$ 250.00    | 24                  | \$ 6,000.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 45 West Court Triangle Median           | 2,500          | 0.06  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 46 Harbor Street                        | 155,613        | 3.57  | \$ 268.00    | 24                  | \$ 6,432.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 47 Train Depot Building (Harbor Street) | 41,725         | 0.95  | \$ 143.00    | 24                  | \$ 3,432.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 48 Commonwealth Boulevard               | 41,785         | 0.95  | \$ 108.00    | 24                  | \$ 2,492.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 49 Oak Street                           | 31,678         | 0.77  | \$ 83.00     | 24                  | \$ 2,492.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 50 Jackson Street                       | 20,686         | 0.47  | \$ 108.00    | 24                  | \$ 2,492.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 51 Victoria Gardens Boulevard Median    | 1,240          | 0.03  | \$ -         | 24                  | \$ -              | 20                               | \$ 892.00            | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 52 Victoria Gardens Boulevard Roadside  | 26,539         | 0.63  | \$ 143.00    | 24                  | \$ 3,432.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 53 Sweetwater Boulevard                 | 23,010         | 0.53  | \$ 89.00     | 24                  | \$ 2,136.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 54 Stewart Avenue                       | 12,550         | 0.29  | \$ 54.00     | 24                  | \$ 1,560.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 55 Hidden Lake Drive                    | 12,716         | 0.29  | \$ 86.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 56 Old Hammock Road                     | 14,268         | 0.33  | \$ 72.00     | 24                  | \$ 1,728.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 57 Pepper Hill Road                     | 6,779          | 0.16  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 58 Highway Drive                        | 8,000          | 0.18  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 59 Renner Road                          | 4,272          | 0.1   | \$ 109.00    | 24                  | \$ 2,592.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 60 Deland Road                          | 7,235          | 0.17  | \$ 109.00    | 24                  | \$ 2,592.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 61 Gladys Street                        | 4,620          | 0.11  | \$ 72.00     | 24                  | \$ 1,728.00       | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 62 Newcom Road                          | 6,336          | 0.15  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| 63 Bay Ridge Lane Median                | 9,184          | 0.21  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                      | N/A                 | N/A                 | N/A                 | N/A                   | N/A                 | N/A                 | N/A                 |
| Grand Total (Line Items 35-63)          |                |       |              |                     |                   |                                  |                      |                          |                          |                     |                     |                     |                       |                     | \$                  | 137,346.00          |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

REVISED

SECTION 00090

SPECIFICATIONS

**Professional Landscape Maintenance Services**

**SCOPE OF WORK AND SPECIFICATIONS**

**STATEMENT OF RESPONSIBILITIES:** The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

**MAINTENANCE CLASSES:** The City has designated each location within this bid as a "class." The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid. Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.*

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

**Rights-of-Way, Facilities and Retention Ponds**

**Class "A" Maintenance**

**Number of Site Visits:** A total of thirty-nine (39) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

**Maintenance Frequency:** The first twenty-nine (29) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>. The final ten (10) visits start November 1<sup>st</sup> thru March 31<sup>st</sup>.

**Class "B" Maintenance**

**Number of Site Visits:** A total of thirty-six (36) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

**Maintenance Frequency:** The first twenty-six (26) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>. The final ten (10) visits start November 1<sup>st</sup> thru March 31<sup>st</sup>.

**Class "C" Maintenance**

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>. The final nine (9) visits start November 1<sup>st</sup> thru March 31<sup>st</sup>.

#### Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1<sup>st</sup> and December 31<sup>st</sup>.

#### The following maintenance activities shall occur during each scheduled site visit:

**TRASH / DEBRIS CLEANUP:** The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

**MOWING OF TURF GRASS AREAS:** All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

**EDGING OF TURF GRASS:** Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

**STRING TRIMMING OF TURF GRASS:** Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,

decorative light poles or other City property, other non-mechanical means must be performed.

**BLOWING OF DEBRIS AND TURF GRASS CUTTINGS:** Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

**ADJUSTING AND REMOVING TREE STAKE KITS:** Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

**PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS:** Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

**CREPE MYRTLE TREES:** Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

**WEEDING OF LANDSCAPE PLANTING BEDS:** Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

**REMOVING DEAD PLANT MATERIAL:** Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

**FERTILIZATION, DISEASE AND INSECT CONTROLS:** All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

**TURF GRASS FERTILIZATION:** St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

**PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.



**SHRUB AND GROUND COVER FERTILIZATION:** All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

**DISEASE & INSECT CONTROL:** Contractor shall be responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

**HERBICIDES:** Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

**LANDSCAPE PLANTING BED MULCHING:** All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

**IRRIGATION SYSTEMS:** Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

**EROSION:** If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

**The following are additional requirements of this maintenance contract:**

**EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

**EQUIPMENT STORAGE:** The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

**EQUIPMENT FUELING AND LUBRICATING:** Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

**CONTRACTOR SCHEDULE:** Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

**FREEZE DAMAGE:** Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

**REPLACEMENT OF PLANT MATERIALS:** The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

**TRAFFIC REGULATION:** The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

**EXTRAORDINARY OCCURRENCES:** It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

**CONTRACT PERFORMANCE:** It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

**SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):** During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

**Contract Time and Renewal and CPI Rate Adjustment:** Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1<sup>st</sup> of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

**SUPERVISION:** The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

**CONTACT PERSON:** The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

**SCOPE A – FACILITIES MAINTENANCE LEVELS:** Class "A", Class "B", and Class "C" maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

**SCOPE B – RETENTION PONDS MAINTENANCE LEVELS:** Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

**SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS:** Class "A", Class "C", and Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

**SCOPE D – WELLFIELD SITE MAINTENANCE:** Class "E", Class "F", Class "G", and Class "H" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

#### **City's Well Fields**

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

**Access is restricted based on U.S. Department of Homeland Security requirements.** Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

#### **Class "F" Maintenance**

**Number of Visits:** A total of eighteen (18) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

**Maintenance Frequency:** The first twelve (12) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup> the final six (6) visits start November 1<sup>st</sup> thru March 31<sup>st</sup>.

**Class "F" Maintenance**

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: All twelve (12) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>.

**Class "G" Maintenance**

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: All visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>.

**Class "H" Maintenance**

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: All visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>.

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**SECTION 95  
SCHEDULE OF UNIT PRICES**

Professional Landscape Maintenance Services Bid # 16-04

27

**EXHIBIT "I"**

## SCOPE A

## ANCE

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

**EXHIBIT "E"**

## RETENTION PONDS MAINTENANCE LEVELS

## SCOPE B

## TURF MAINTENANCE

## TREE &amp; SHRUB MAINTENANCE

| NAME                                             | SQUARE<br>FOOTAGE | ACRES | COST PER<br>MOW | Number<br>of Mows<br>Per Year | TURF MAINTENANCE                 |                                                      |                                                                       |                                 | TREE & SHRUB MAINTENANCE        |                                                      |                                 |                                 | PALM TREES                                                                      |                          |                      |                      |
|--------------------------------------------------|-------------------|-------|-----------------|-------------------------------|----------------------------------|------------------------------------------------------|-----------------------------------------------------------------------|---------------------------------|---------------------------------|------------------------------------------------------|---------------------------------|---------------------------------|---------------------------------------------------------------------------------|--------------------------|----------------------|----------------------|
|                                                  |                   |       |                 |                               | MULCH<br>COST PER<br>APPLICATION | FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | TURF<br>GRANULAR FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | PESTICIDE<br>TREATMENT<br>TOTAL | HERBICIDE<br>TREATMENT<br>TOTAL | FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | PESTICIDE<br>TREATMENT<br>TOTAL | HERBICIDE<br>TREATMENT<br>TOTAL | GRANULAR FERTILIZER<br>"PALM SPECIAL"<br>2X PER YEAR<br>COST PER<br>APPLICATION | PALM TREES<br>FERTILIZER | TOTAL<br>ANNUAL COST | TOTAL<br>ANNUAL COST |
|                                                  |                   |       |                 |                               |                                  |                                                      |                                                                       |                                 |                                 |                                                      |                                 |                                 |                                                                                 |                          |                      |                      |
|                                                  |                   |       |                 |                               |                                  |                                                      |                                                                       |                                 |                                 |                                                      |                                 |                                 |                                                                                 |                          |                      |                      |
| 1 Commonwealth Boulevard Retention Pond          | 30,488            | 0.7   |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 2 Frederick Avenue Retention Pond                | 35,931            | 2.1   |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 3 Westridge Avenue Retention Pond                | 42,821            | 0.98  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 4 Fairbrook Road Retention Pond                  | 47,000            | 1.08  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 5 Nova Road Retention Pond #1                    | 60,040            | 1.38  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 6 Nova Road Retention Pond #2                    | 90,125            | 2.07  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 7 Nova Road Retention Pond #3 (2 Ponds)          | 125,200           | 2.87  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 8 Nova Road Retention Pond #4 (2 Ponds)          | 61,700            | 1.42  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 9 Nova Road Retention Pond #5                    | 55,075            | 1.49  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 10 Whippenwill Drive Retention Pond              | 61,348            | 1.41  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 11 Devon Street Retention Pond                   | 47,050            | 1.08  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 12 Tumblebrook Drive Retention Ponds (2 Ponds)   | 23,258            | 0.53  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 13 Taylor Woods Retention Pond                   | 125,550           | 2.88  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 14 Warren Way Retention Pond                     | 25,000            | 0.57  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 15 Tompkins Drive Retention Pond                 | 40,315            | 0.93  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 16 Squirrel Nest Lane Retention Pond             | 20,000            | 0.46  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 17 Canal View Boulevard Retention Pond           | 65,574            | 1.51  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 18 Ruth Street Retention Ponds (3 Ponds)         | 119,520           | 2.74  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 19 Causeway Retention Ponds (east end) (2 Ponds) | 26,310            | 0.6   |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 20 Causeway Retention Pond (west end)            | 4,784             | 0.11  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 21 Cambridge Pump Station Retention Pond         | 226,300           | 5.24  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 22 Spruce Creek Swales Swale Areas (2)           | 58,160            | 1.33  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| 23 Public Utilities Easement                     | 15,210            | 0.35  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                             | N/A                             | N/A                                                  | N/A                             | N/A                             | N/A                                                                             | N/A                      | N/A                  | N/A                  |
| GRAND TOTAL                                      |                   |       |                 |                               |                                  |                                                      |                                                                       |                                 |                                 |                                                      |                                 |                                 |                                                                                 |                          |                      |                      |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.



RIGHTS OF WAY MAINTENANCE LEVELS

Class "A" Maintenance

Turf Maintenance Scope C

Tree & Shrub Maintenance

Palm Trees

| Road Name                       | Square Footage | Acres | Mow Cost Per Month | Total Mow Per Year | Turf Maintenance Scope C                    |                            |                                                  |                                 | Tree & Shrub Maintenance        |                                             |                                 |                                 | Palm Trees                                  |                                 |                                 |                                    |
|---------------------------------|----------------|-------|--------------------|--------------------|---------------------------------------------|----------------------------|--------------------------------------------------|---------------------------------|---------------------------------|---------------------------------------------|---------------------------------|---------------------------------|---------------------------------------------|---------------------------------|---------------------------------|------------------------------------|
|                                 |                |       |                    |                    | Granular Fertilizer 2x per year Application | Mulch Cost per Application | Turf Granular Fertilizer 2x per year Application | Pesticide Treatment Annual Cost | Herbicide Treatment Annual Cost | Granular Fertilizer 1x per year Application | Pesticide Treatment Annual Cost | Herbicide Treatment Annual Cost | Granular Fertilizer 2x per year Application | Pesticide Treatment Annual Cost | Herbicide Treatment Annual Cost | Total Annual Cost All Applications |
| 1 Causeway and High Rise Bridge | 32,427         | 0.72  |                    | 39                 |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |
| 2 Ridgewood Avenue/Medians      | 140,852        | 3.23  |                    | 39                 |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |
| 3 Ridgewood Avenue Roadside     | 78,919         | 1.81  |                    | 39                 |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |
| 4 Dunbarton Avenue Medians      | 338,744        | 7.76  |                    | 39                 |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |
| 5 Dunbarton Avenue Roadside     | 791,044        | 18.16 |                    | 39                 |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |
| 6 Nova Road Medians             | 90,008         | 2.07  |                    | 39                 |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |
| 7 Nova Road Roadside            | 404,895        | 9.26  |                    | 39                 |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |
| 8 Hedden Court                  | 69,000         | 1.64  |                    | 39                 |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |
| Grand Total                     |                |       |                    |                    |                                             |                            |                                                  |                                 |                                 |                                             |                                 |                                 |                                             |                                 |                                 |                                    |

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

TREE & SHRUB MAINTENANCE

PALM TREES

Class "C" Maintenance

| ROAD NAME                            | SQUARE<br>FOOTAGE | ACRES | COST PER<br>MCW | Total<br>Mows<br>Per Year | TOTAL<br>ANNUAL COST | MULCH<br>COST PER<br>APPLICATION | GRANULAR<br>FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | Turf<br>Granular<br>Fertilization<br>TOTAL<br>ANNUAL COST | PESTICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | HERBICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | GRANULAR<br>FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | HERBICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | PESTICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | HERBICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | GRANULAR FERTILIZER<br>"PALM SPECIAL"<br>2X PER YEAR<br>COST PER<br>APPLICATION | Palm Trees<br>Fertilizer<br>TOTAL<br>ANNUAL COST | Total<br>Annual Cost<br>ALL APPLICATIONS |
|--------------------------------------|-------------------|-------|-----------------|---------------------------|----------------------|----------------------------------|------------------------------------------------------------------|-----------------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------|
| 9 Williamson Boulevard Medians       | 154,438           | 3.54  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 10 Williamson Boulevard Roadside     | 705,673           | 16.2  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 11 Airport Road Medians              | 25,500            | 0.59  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 12 Airport Road Roadside             | 167,810           | 3.84  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 13 Sunnyside Road Extension Medians  | 2,450             | 0.07  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 14 Sunnyside Road Extension Roadside | 83,900            | 1.93  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 15 Town West Boulevard Medians       | 97,096            | 2.11  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 16 Town West Boulevard Roadside      | 481,310           | 11.05 |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 17 Conrad Boulevard Medians          | 25,715            | 0.59  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 18 Conrad Boulevard Roadside         | 139,600           | 2.99  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 19 Medline Avenue Medians            | 19,535            | 0.45  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 20 McGinnis Avenue Roadside          | 94,286            | 2.16  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 21 Willow Run Boulevard Medians      | 11,410            | 0.26  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 22 Willow Run Boulevard Roadside     | 898,720           | 19.25 |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 23 Peninsula Drive                   | 15,000            | 0.34  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 24 HFE Boulevard                     | 1,052             | 0.04  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 25 Rutland Street Medians            | 9,072             | 0.21  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 26 Conrad Street Medians             | 9,500             | 0.23  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 27 Roberts Street Medians            | 9,878             | 0.09  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 28 Tree Garden Drive Medians         | 7,350             | 0.17  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 29 Wilshire Boulevard Medians        | 38,061            | 0.87  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 30 Countrydale Drive Medians         | 2,436             | 0.06  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 31 Marinas Drive Medians             | 27,821            | 0.63  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 32 Ringwood Way Medians              | 8,700             | 0.2   |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 33 Sugar House Boulevard Medians     | 8,360             | 0.14  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 34 Corn Way Medians                  | 2,500             | 0.06  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| 35 Tab Circle Medians                | 400               | 0.01  |                 | 32                        |                      | N/A                              | N/A                                                              | N/A                                                       | N/A                                            | N/A                                            | N/A                                                              | N/A                                            | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                      |
| Grand Total                          |                   |       |                 |                           |                      |                                  |                                                                  |                                                           |                                                |                                                |                                                                  |                                                |                                                |                                                |                                                                                 |                                                  | 34                                       |

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.  
Professional Landscape Maintenance Services Bid # 16-04

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

Class "D" Maintenance

TREE & SHRUB MAINTENANCE

PALM TREE MAINTENANCE

| ROAD NAME                                | SQUARE<br>FOOTAGE | ACRES | COST PER<br>MOW | Total<br>Mows Per<br>Year | TOTAL<br>ANNUAL COST | TURF MAINTENANCE                |                                                                  |                                                              |                                                | TREE & SHRUB MAINTENANCE                       |                                                               |                                                |                                                | PALM TREE MAINTENANCE                                                           |                                                  |                                                  |                                          |
|------------------------------------------|-------------------|-------|-----------------|---------------------------|----------------------|---------------------------------|------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------------------|------------------------------------------------|---------------------------------------------------------------|------------------------------------------------|------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------|--------------------------------------------------|------------------------------------------|
|                                          |                   |       |                 |                           |                      | MUCH<br>COST PER<br>APPLICATION | GRANULAR<br>FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | Turf<br>Granular<br>Fertilizer<br>Application<br>ANNUAL COST | PESTICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | HERBICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | GRANULAR<br>FERTILIZER<br>3X PER YEAR<br>TOTAL<br>ANNUAL COST | PESTICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | HERBICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | GRANULAR FERTILIZER<br>"PALM SPECIAL"<br>2X PER YEAR<br>COST PER<br>APPLICATION | Palm Trees<br>Fertilizer<br>TOTAL<br>ANNUAL COST | Palm Trees<br>Fertilizer<br>TOTAL<br>ANNUAL COST | Total<br>Annual Cost<br>All Applications |
|                                          |                   |       |                 |                           |                      |                                 |                                                                  |                                                              |                                                |                                                |                                                               |                                                |                                                |                                                                                 |                                                  |                                                  |                                          |
|                                          |                   |       |                 |                           |                      |                                 |                                                                  |                                                              |                                                |                                                |                                                               |                                                |                                                |                                                                                 |                                                  |                                                  |                                          |
| 36 Taylor Road                           | 293,277           | 5.35  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 37 Spruce Creek Road                     | 556,400           | 12.81 |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 38 Midline Avenue                        | 609,350           | 14    |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 39 Canal View Boulevard                  | 145,050           | 3.33  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 40 Central Park Boulevard                | 295,946           | 6.78  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 41 Elyse Morris Boulevard                | 203,340           | 4.68  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 42 Hensel Road                           | 97,435            | 2.24  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 43 Yorktown Boulevard Median             | 1,290             | 0.03  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 44 Yorktown Boulevard Roadside           | 207,500           | 4.76  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 45 Avon Court Triangle Median            | 2,500             | 0.06  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 46 Herbert Street                        | 155,611           | 3.57  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 47 Train Depot Building (Herbert Street) | 41,725            | 0.96  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 48 Commonwealth Boulevard                | 41,285            | 0.95  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 49 Oak Street                            | 33,678            | 0.77  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 50 Jackson Street                        | 20,686            | 0.47  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 51 Victoria Gardens Boulevard Medians    | 1,240             | 0.03  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 52 Victoria Gardens Boulevard Roadside   | 26,510            | 0.65  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 53 Sweetwater Boulevard                  | 23,010            | 0.53  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 54 Stewart Avenue                        | 12,550            | 0.29  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 55 Hidden Lake Drive                     | 12,736            | 0.29  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 56 Old Hemlock Road                      | 14,268            | 0.33  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 57 Poplar Hill Road                      | 5,779             | 0.13  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 58 Highpoint Drive                       | 8,000             | 0.18  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 59 Turner Road                           | 4,272             | 0.1   |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 60 Oakleaf Road                          | 7,236             | 0.17  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 61 Gladys Street                         | 4,850             | 0.11  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 62 Newton Road                           | 6,336             | 0.15  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| 63 Bay Ridge Lane Median                 | 9,164             | 0.21  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                                          | N/A                                            | N/A                                            | N/A                                                           | N/A                                            | N/A                                            | N/A                                                                             | N/A                                              | N/A                                              | N/A                                      |
| Grand Total                              |                   |       |                 |                           |                      |                                 |                                                                  |                                                              |                                                |                                                |                                                               |                                                |                                                |                                                                                 |                                                  |                                                  |                                          |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE D

WELLFIELD SITE MAINTENANCE

| CLASS "E" MAINTENANCE             |                           |    |                   |       |                    |                              |                         |                    |        |
|-----------------------------------|---------------------------|----|-------------------|-------|--------------------|------------------------------|-------------------------|--------------------|--------|
| SITE DESCRIPTION                  | FROM                      | TO | SQUARE<br>FOOTAGE | ACRES | Cost<br>Per<br>MOW | Number<br>of Mows<br>Per Yr. | Total<br>Annual<br>Cost | STRING<br>TRIMMING | EDGING |
| 1 Pumping Station & Tank Facility | South End of Bear Trail   |    | 94,525            | 2.17  |                    | 18                           |                         |                    | N/A    |
| 2 Maintenance Building            | Shunz Road & Flow Way     |    | 9,893             | 0.23  |                    | 18                           |                         |                    | N/A    |
| 3 Well Buildings (27 Sites)       | SEE MAP FOR LOCATIONS     |    | 59,475            | 1.37  |                    | 18                           |                         |                    | N/A    |
| 4 Generators (5)                  | Located at Well Buildings |    | 10,890            | 0.25  |                    | 18                           |                         |                    | N/A    |
| CLASS "F" MAINTENANCE             |                           |    |                   |       |                    |                              |                         |                    |        |
| 5 Solar Array                     | South Campsite Road       |    | 13,350            | 0.31  |                    | 12                           |                         |                    | N/A    |
| CLASS "G" MAINTENANCE             |                           |    |                   |       |                    |                              |                         |                    |        |
| 6 Reservoir Lake "A"              | South End of Bear Trail   |    | 334,620           | 7.68  |                    | 6                            |                         | N/A                | N/A    |
| 7 Reservoir Lake "B"              | East of Reservoir "A"     |    | 372,270           | 8.55  |                    | 6                            |                         | N/A                | N/A    |
| WELLFIELD RIGHTS OF WAY           |                           |    |                   |       |                    |                              |                         |                    |        |

| CLASS "H" MAINTENANCE                |                            |                            |                   |       |                    |                              |                         |                    |        |
|--------------------------------------|----------------------------|----------------------------|-------------------|-------|--------------------|------------------------------|-------------------------|--------------------|--------|
| SITE DESCRIPTION                     | FROM                       | TO                         | SQUARE<br>FOOTAGE | ACRES | Cost<br>Per<br>MOW | Number<br>of Mows<br>Per Yr. | Total<br>Annual<br>Cost | STRING<br>TRIMMING | EDGING |
| 8 Shunz Road Right of Way            | County Road 415            | Flow Way                   | 1,267,200         | 29.09 |                    | 4                            |                         | N/A                | N/A    |
| 9 Shunz Road Right of Way            | Flow Way                   | Interstate 4 (I-4)         | 361,800           | 7.27  |                    | 4                            |                         | N/A                | N/A    |
| 10 Bear Trail Right of Way           | Shunz Road (southeastward) | The Reclaimed Storage Tank | 79,200            | 1.82  |                    | 4                            |                         | N/A                | N/A    |
| 11 Flow Way Right of Way             | Shunz Road (southward)     | Road End                   | 79,200            | 1.82  |                    | 4                            |                         | N/A                | N/A    |
| 12 Campsite Road Right of Way        | Shunz Road (northward)     | Road End                   | 20,400            | 0.47  |                    | 4                            |                         | N/A                | N/A    |
| 13 Campsite Road Right of Way        | Shunz Road (southward)     | Road End                   | 950,400           | 21.82 |                    | 4                            |                         | N/A                | N/A    |
| 14 Harley Road Right of Way          | Shunz Road (northward)     | Road End                   | 31,500            | 0.72  |                    | 4                            |                         | N/A                | N/A    |
| 15 Harley Road Right of Way          | Shunz Road (southward)     | Road End                   | 221,760           | 5.09  |                    | 4                            |                         | N/A                | N/A    |
| 16 Artesian Drive Right of Way       | Harley Road (southward)    | Road End                   | 205,800           | 4.72  |                    | 4                            |                         | N/A                | N/A    |
| 17 Puddle Lane Right of Way          | Harley Road (westward)     | Road End                   | 79,200            | 1.82  |                    | 4                            |                         | N/A                | N/A    |
| 18 Drama Way Right of Way            | Shunz Road (southward)     | Puddle Lane                | 126,720           | 2.91  |                    | 4                            |                         | N/A                | N/A    |
| 19 Pasture around Dirt Stockpile Lot | Shunz Road (south side)    |                            | 1,089,000         | 25    |                    | 4                            |                         | N/A                | N/A    |
| GRAND TOTAL                          |                            |                            |                   |       |                    |                              |                         | N/A                | N/A    |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

## **Exhibit "2"**

### **Payment and Performance Bond**

(Exhibit "2" includes a total of 3 pages)

**RETURN RECORDED DOCUMENT TO:**

City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

**Yellowstone Landscape-Southeast, LLC**  
**Bid 16-04 Professional Landscape Maintenance Services**

Bond No. SU34580

**Recorded in the Public Records:**  
**Instrument # 2016 060 978 4-06-16 @ 8:14 a.m.**  
**Book: 7237 Page: 1860**

*Space Reserved for Recording Data*

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR  
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Yellowstone Landscape Southeast, LLC**, as Principal, and Aspen American Insurance Company, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIVE HUNDRED THIRTY THREE THOUSAND SEVENTY SIX AND 00/100 DOLLARS (\$533,076.00)** for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of April 4, 2016, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

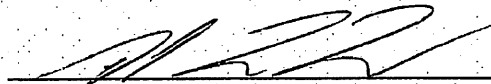
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

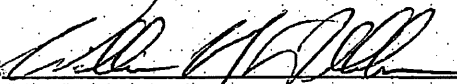
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this 4th day of April, 2016.

Attest:

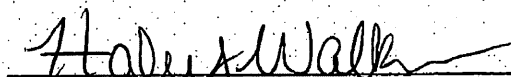
YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC  
(Principal)

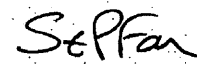
  
(As to Corporate Principal) Secretary

By:   
Tim Portland, Manager  
William H. Decker  
(Corporate Seal)

AL LALONDE  
(Witness to Principal)

Aspen American Insurance Company  
(Surety)

  
(Witness to Surety)

By:   
Name: Stephen P. Farmer  
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.



Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16<sup>th</sup> day of October, 2013

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 16<sup>th</sup> day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation and that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

*Patricia C. Taber*  
Notary Public

My commission expires: May 31, 2016

### CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 4<sup>th</sup> day of April, 2016

By:

Name: Ryan Field, Assistant Vice President

\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com





## CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 4 day of April, 2016, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC**, a Florida limited liability corporation, whose principal address is 3235 North State Street, Bunnell, Florida 32110 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with Professional Landscape Maintenance Services for Scope C: Rights - Rights of Way Maintenance Levels, which shall include Class "A," Class "C," and Class "D," as more specifically described in BID No. 16-04, Addendums, and Yellowstone Landscape-Southeast, LLC proposal, attached hereto as Exhibit "1."
- (b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue for a period of two (2) years (the "Initial Term").

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for two (2) optional one-year periods. If approved by City Council, an annual Consumer Price Index (the "CPI") rate increase will be applied October 1<sup>st</sup> of each year following the first year of the Contract. The CPI rate increase will be adjusted by 75% of the CPI of the Southern States multiplied by the previous year's Contract price. This rate increase will be based on rates released in July by the United States Department of Labor, Bureau of Labor Statistics.

Manner and Place: As outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s), signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for Purchase Order(s) issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be in the form of a written Purchase Order(s) issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the prices set forth in Exhibit "1," subject to a limit up to but not to exceed Five Hundred Thirty-Three Thousand Seventy-Six and 00/100 Dollars (\$533,076.00) for the annual term and as otherwise provided herein. City reserves the right to suspend this Contract during construction within the median pursuant to Addendum No. 2 and Contractor agrees to a deductive change order consistent herewith. (The term "Fiscal Year" shall be defined as that one (1) year period commencing on October 1 and expiring on the following September 30.) The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. Contractor hereby acknowledges Contract performance requirements as set forth in Addendum No. 1 of BID No. 16-04.

3. Contract Documents. The following forms are attached as Exhibit "2" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

- a. Front Page for Bond (F.S. § 255.05)
- b. Combination Payment and Performance Bond (F.S. §255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Director of Public Works, Branford N. Adumuah, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - (1) the cost of work performed or supplies delivered;
  - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
  - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain Insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

| Insurance                                                                                  |                | Standards                                                                                                                                       | Comments                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation                                                                      | <u>Limits:</u> | Coverage A - Statutory<br>Coverage B - \$100,000                                                                                                | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.                                                                |
| <u>Additional Coverage:</u>                                                                |                | All States (Broad Form)<br>Voluntary Compensation                                                                                               |                                                                                                                                                                                                                                                           |
| Comprehensive General Liability (including Completed Operations and Contractual Liability) | <u>Limits:</u> | Combined Single Limit Bodily Injury and Property damage<br>\$500,000 occurrence<br>\$1,000,000 Aggregate                                        | When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| Comprehensive Business, Automobile Liability to include all automobiles.                   | <u>Limits:</u> | Auto Liability Bodily Injury:<br>\$100,000 each person<br>\$300,000 each occurrence.<br>Property Damage Liability<br>\$100,000 each occurrence. | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage                                                                                                                                                                                  |
| <u>Additional Coverage:</u>                                                                |                | Non-Owned, Hired Car                                                                                                                            |                                                                                                                                                                                                                                                           |
| Property Insurance — Builders Risk.                                                        | <u>Limits:</u> | Buildings — Completed value of contract.                                                                                                        | if the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.                                                                                      |
| <u>Additional Coverage:</u>                                                                |                | "All Risk" coverage on latest ISO form or its equivalent.<br>Permission granted to occupy.<br>Owner named as insured AIMA                       |                                                                                                                                                                                                                                                           |
| Professional Liability (Errors & Omissions)                                                | <u>Limits:</u> | Coverage — \$1,000,000 minimum                                                                                                                  |                                                                                                                                                                                                                                                           |

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be

performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have

been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless

set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

|             |                                                                                                                                                                                                                                                            |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City:       | City of Port Orange<br>Attention: City Manager<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5501                                                                                                                                  |
| Copy to:    | City of Port Orange<br>Attention: Branford N. Adumuah, Director of Public Works<br>1000 City Center Circle<br>Port Orange, Florida 32129<br>(386) 506-5575                                                                                                 |
| Contractor: | Yellowstone Landscape-Southeast, LLC<br>Attention: Time Portland, Manager<br>3235 North State Street<br>Bunnell, Florida 32110<br>(386) 248-3298 ~ Telephone<br><a href="mailto:bcritcher@yellowstonelandscape.com">bcritcher@yellowstonelandscape.com</a> |



Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

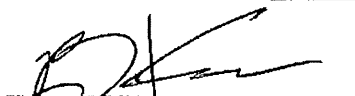
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

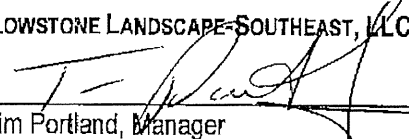
***[Remainder of this page intentionally left blank]***

Witnesses:

  
Printed Name: William M. Seltzer

  
Printed Name: BRIAN K. MARTIN

YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC.

By:   
Tim Portland, Manager

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

Date: March 30, 2016

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2016, by Tim Portland, as Manager of Yellowstone Landscape-Southeast, LLC a Florida limited liability corporation, and who:

*[Notary: Please select one]*

☒ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.



ORNELA C. PERRI  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF111836  
Expires 1/5/2018

  
Notary Public, State of Florida  
*Printed, typed or stamped name, commission and expiration:*

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

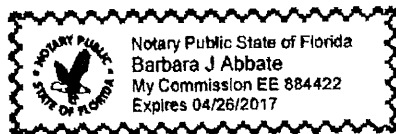
By: Allen Green  
Allen Green, Mayor

Kelly McQuillen  
Printed Name: Kelly McQuillen

Date: 4/4/16

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of April, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Witnesses:

Barbara J. Abbate  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:

ATTEST:

Barbara J. Abbate  
Printed Name: Barbara J. Abbate

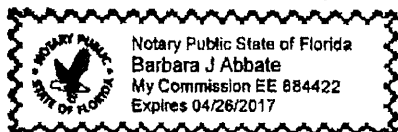
By: Robin L. Fenwick  
Robin L. Fenwick, CMC, City Clerk

Kelly McQuillen  
Printed Name: Kelly McQuillen

Date: 4/4/16

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 4 day of April, 2016, 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.



Barbara J. Abbate  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:

[CA 5316]



"ATTACHMENT A" - REVISED PER ADDENDUM NO. 2  
BID FORM - SCOPE C - RIGHTS OF WAY MAINTENANCE LEVELS (02-05-04)  
PROFESSIONAL LANDSCAPE MAINTENANCE SERVICES  
ITEM 15-04

Completed "Maintenance A" form MUST be included with Bid Submission  
Instruction to save Attachments from website: Perform "File Save As" and save spreadsheet to your computer.  
If the pricing is highlighted in red, it is not to be bid electronically.  
Bidders are required to complete a bid submitted in green. All other fields will be automatically calculated.

NAME OF BUSINESS: Yellowstone Landscaping  
CONTACT PERSON: Barry Griffor  
EMAIL ADDRESS: bgriffor@yellowstonelandscaping.com

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "A" Maintenance

| ROAD NAME                          | SQUARE<br>FOOTAGE | ACRES | MOWING                    |                 |                      |                                        | TURF MAINTENANCE |                                       |                         |                      | TREE & SHRUB MAINTENANCE |                        |                                     |                        | PALM TREES             |                                |                         |                      |
|------------------------------------|-------------------|-------|---------------------------|-----------------|----------------------|----------------------------------------|------------------|---------------------------------------|-------------------------|----------------------|--------------------------|------------------------|-------------------------------------|------------------------|------------------------|--------------------------------|-------------------------|----------------------|
|                                    |                   |       | Total<br>Mows<br>Per Year | COST PER<br>MOW | TOTAL<br>ANNUAL COST | Estimated<br>Quantities<br>Cubic Yards | MULCH            | GRANULAR FERTILIZER                   |                         |                      | PESTICIDE<br>TREATMENT   | HERBICIDE<br>TREATMENT | GRANULAR<br>FERTILIZER              | PESTICIDE<br>TREATMENT | HERBICIDE<br>TREATMENT | "PALM SPECIAL"                 |                         |                      |
|                                    |                   |       |                           |                 |                      |                                        |                  | Number of<br>Applications<br>Per Year | Cost Per<br>Application | Total<br>Annual Cost |                          |                        | 1x Per Year<br>Total<br>Annual Cost |                        |                        | Number of<br>Times<br>Per Year | Cost Per<br>Application | Total<br>Annual Cost |
| 1 Causeway and High Rise Bridge    | 32,432            | 0.72  | 39                        | \$ 125.00       | \$ 4,875.00          | 131                                    |                  | 2                                     | \$ 2,437.50             | \$ 5,312.50          |                          |                        |                                     |                        |                        |                                |                         |                      |
| 2 Ridgewood Administrative         | 140,852           | 3.22  | 39                        | \$ 300.00       | \$ 11,700.00         | 317                                    |                  | 2                                     | \$ 5,850.00             | \$ 17,550.00         |                          |                        |                                     |                        |                        |                                |                         |                      |
| 3 Ridgewood Avenue Roadside        | 78,810            | 1.81  | 39                        | \$ 357.00       | \$ 13,683.00         | 317                                    |                  | 2                                     | \$ 5,850.00             | \$ 17,550.00         |                          |                        |                                     |                        |                        |                                |                         |                      |
| 4 Durawood Avenue Roadside         | 338,744           | 7.78  | 39                        | \$ 426.00       | \$ 16,614.00         | 317                                    |                  | 2                                     | \$ 5,850.00             | \$ 17,550.00         |                          |                        |                                     |                        |                        |                                |                         |                      |
| 5 Durawood Avenue Roadside         | 791,044           | 18.16 | 39                        | \$ 1,125.00     | \$ 42,875.00         | 317                                    |                  | 2                                     | \$ 5,850.00             | \$ 17,550.00         |                          |                        |                                     |                        |                        |                                |                         |                      |
| 6 New Road Medians                 | 91,208            | 2.07  | 39                        | \$ 393.00       | \$ 15,327.00         | 317                                    |                  | 2                                     | \$ 5,850.00             | \$ 17,550.00         |                          |                        |                                     |                        |                        |                                |                         |                      |
| 7 New Road Roadside                | 624,885           | 14.16 | 39                        | \$ 1,072.00     | \$ 47,788.00         | 317                                    |                  | 2                                     | \$ 5,850.00             | \$ 17,550.00         |                          |                        |                                     |                        |                        |                                |                         |                      |
| 8 Pedestrian Court                 | 65,200            | 1.49  | 39                        | \$ 268.00       | \$ 10,452.00         | 317                                    |                  | 2                                     | \$ 5,850.00             | \$ 17,550.00         |                          |                        |                                     |                        |                        |                                |                         |                      |
| Grand Total (Line Items 1 - 8)     |                   |       |                           |                 |                      |                                        |                  |                                       |                         |                      |                          |                        |                                     |                        |                        |                                |                         |                      |
| Total Annual Cost ALL APPLICATIONS |                   |       |                           |                 |                      |                                        |                  |                                       |                         |                      |                          |                        |                                     |                        |                        |                                |                         |                      |

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

## Class "C" Maintenance

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered

EXHIBIT "I"

SCOPE C: RIGHTS OF WAY MAINTENANCE LEVELS

Class "D" Maintenance

| MOWING                                  |                |       |              |                     |                   |                                  |                      |                          |                      | TURF MAINTENANCE         |                   |                     |                     |                     | TREE & SHRUB MAINTENANCE |                     |                     |                     |                     | PALM TREE MAINTENANCE |               |     |  |  |
|-----------------------------------------|----------------|-------|--------------|---------------------|-------------------|----------------------------------|----------------------|--------------------------|----------------------|--------------------------|-------------------|---------------------|---------------------|---------------------|--------------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|---------------|-----|--|--|
| ROAD NAME                               | SQUARE FOOTAGE | ACRES | COST PER MOW | Total Mows Per Year | TOTAL ANNUAL COST | Estimated Quantities Cubic Yards | MULCH                |                          | COST PER APPLICATION | NUMBER OF TIMES PER YEAR | TOTAL ANNUAL COST | PESTICIDE TREATMENT | HERBICIDE TREATMENT | GRANULAR FERTILIZER | PESTICIDE TREATMENT      | HERBICIDE TREATMENT | GRANULAR FERTILIZER | PESTICIDE TREATMENT | HERBICIDE TREATMENT | GRANULAR FERTILIZER   | PALM SPECIAL* |     |  |  |
|                                         |                |       |              |                     |                   |                                  | COST PER APPLICATION | NUMBER OF TIMES PER YEAR |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
| 35 Taylor Road                          | 233,277        | 5.35  | \$ 1,071.00  | 24                  | \$ 25,706.00      | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 37 Spruce Creek Road                    | 558,400        | 12.81 | \$ 714.00    | 24                  | \$ 37,736.00      | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 38 Madeline Avenue                      | 608,850        | 14    | \$ 533.00    | 24                  | \$ 29,246.00      | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 39 Canal View Boulevard                 | 146,050        | 3.33  | \$ 250.00    | 24                  | \$ 6,000.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 40 Central Park Boulevard               | 205,396        | 4.72  | \$ 428.00    | 24                  | \$ 10,272.00      | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 41 Clyde Morris Boulevard               | 205,940        | 4.68  | \$ 321.00    | 24                  | \$ 7,794.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 42 Hume Road                            | 97,435         | 2.24  | \$ 214.00    | 24                  | \$ 5,136.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 43 Yorktown Boulevard Median            | 1,299          | 0.03  | \$ -         | 24                  | \$ -              | 10                               | \$ 638.00            | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 44 Yorktown Boulevard Roadside          | 207,520        | 4.76  | \$ 250.00    | 24                  | \$ 6,000.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 45 West Court Triangle Median           | 2,500          | 0.06  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 46 Harbor Street                        | 155,613        | 3.57  | \$ 268.00    | 24                  | \$ 6,432.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 47 Train Depot Building (Harbor Street) | 41,725         | 0.95  | \$ 143.00    | 24                  | \$ 3,432.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 48 Commonwealth Boulevard               | 41,785         | 0.95  | \$ 108.00    | 24                  | \$ 2,492.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 49 Oak Street                           | 31,678         | 0.77  | \$ 83.00     | 24                  | \$ 2,492.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 50 Jackson Street                       | 20,686         | 0.47  | \$ 108.00    | 24                  | \$ 2,492.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 51 Victoria Gardens Boulevard Median    | 1,240          | 0.03  | \$ -         | 24                  | \$ -              | 20                               | \$ 892.00            | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 52 Victoria Gardens Boulevard Roadside  | 26,539         | 0.63  | \$ 143.00    | 24                  | \$ 3,432.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 53 Sweetwater Boulevard                 | 23,010         | 0.53  | \$ 89.00     | 24                  | \$ 2,146.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 54 Stewart Avenue                       | 12,550         | 0.29  | \$ 54.00     | 24                  | \$ 1,564.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 55 Hidden Lake Drive                    | 12,716         | 0.29  | \$ 56.00     | 24                  | \$ 1,640.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 56 Old Hammond Road                     | 14,268         | 0.33  | \$ 72.00     | 24                  | \$ 1,728.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 57 Pepper Hill Road                     | 6,779          | 0.16  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 58 Highway Drive                        | 8,000          | 0.18  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 59 Renner Road                          | 4,272          | 0.1   | \$ 109.00    | 24                  | \$ 2,532.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 60 Daiford Road                         | 7,225          | 0.17  | \$ 109.00    | 24                  | \$ 2,592.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 61 Gladys Street                        | 4,620          | 0.11  | \$ 72.00     | 24                  | \$ 1,728.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 62 Newmont Road                         | 5,336          | 0.15  | \$ 50.00     | 24                  | \$ 1,728.00       | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| 63 Bay Ridge Lane Median                | 9,184          | 0.21  | \$ 36.00     | 24                  | \$ 864.00         | N/A                              | N/A                  | N/A                      | N/A                  | N/A                      | N/A               | N/A                 | N/A                 | N/A                 | N/A                      | N/A                 | N/A                 | N/A                 | N/A                 | N/A                   | N/A           | N/A |  |  |
| Grand Total (Line Items 35-63)          |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     | \$                       |                     | \$                  |                     | \$                  |                       | \$            |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
|                                         |                |       |              |                     |                   |                                  |                      |                          |                      |                          |                   |                     |                     |                     |                          |                     |                     |                     |                     |                       |               |     |  |  |
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REVISED

SECTION 00090

SPECIFICATIONS

**Professional Landscape Maintenance Services**

**SCOPE OF WORK AND SPECIFICATIONS**

**STATEMENT OF RESPONSIBILITIES:** The Contractor shall be responsible for providing machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform grounds maintenance services as described and requested in these specifications.

**MAINTENANCE CLASSES:** The City has designated each location within this bid as a "class." The more location visits performed, the higher the level of finish or service is expected for the location with that designation.

Please note, while the City has provided the square footage and acre measurements on each area covered under this contract, these measurements are APPROXIMATES only. Contractor awarded bid shall be responsible for all maintenance required in each respective area. It is highly recommended that any contractor submitting a bid *personally visit each site prior to submitting a bid. Maps showing each area will be provided to all interested parties at the mandatory pre-bid meeting.*

Each class typically represents the frequency of turf grass mowings / cuts and other landscape related maintenance tasks. Debris cleanup, edging, blowing, string trimming, weeding, removing or adjusting tree stake kits, and others must be performed with every scheduled visit.

**Rights-of-Way, Facilities and Retention Ponds**

**Class "A" Maintenance**

**Number of Site Visits:** A total of thirty-nine (39) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

**Maintenance Frequency:** The first twenty-nine (29) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>. The final ten (10) visits start November 1<sup>st</sup> thru March 31<sup>st</sup>.

**Class "B" Maintenance**

**Number of Site Visits:** A total of thirty-six (36) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

**Maintenance Frequency:** The first twenty-six (26) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>. The final ten (10) visits start November 1<sup>st</sup> thru March 31<sup>st</sup>.

**Class "C" Maintenance**

Number of Site Visits: A total of thirty-two (32) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: The first twenty-three (23) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>. The final nine (9) visits start November 1<sup>st</sup> thru March 31<sup>st</sup>.

#### Class "D" Maintenance

Number of Visits: A total of twenty-four (24) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: All twenty-four (24) visits of the season shall be scheduled at the rate of two (2) visits per month between January 1<sup>st</sup> and December 31<sup>st</sup>.

#### The following maintenance activities shall occur during each scheduled site visit:

**TRASH / DEBRIS CLEANUP:** The Contractor shall be responsible for removing all trash and debris, regardless of its source from all turf grass areas, parking areas, sidewalks, mulch landscape areas, and shorelines. This includes, but is not limited to paper, bottles, cans, palm fronds and tree limbs from all sites covered in this bid document. The Contractor is responsible for disposal of trash and debris in accordance with all federal, state, and local laws, rules and regulations.

**MOWING OF TURF GRASS AREAS:** All turf grass areas within specified facilities, parks, rights-of-way (medians and shoulders) including adjacent curb gutters shall be cleaned of all trash and/or debris prior to mowing. Mowing of trash and debris to shred into smaller pieces is not allowed.

All turf grass areas shall be mowed as specified in this document. No more than one-third (1/3) of the leaf blade should be removed per mowing. The grass shall not be cut so low as to damage or stress the grass and shall not be allowed to reach a height of six (6) inches or more unless otherwise requested by the City. The minimum turf grass mowing heights shall be as follows:

St. Augustine – 2.5 inches

Argentine Bahia – 3 inches

Areas where large mowers are impractical shall be serviced using small push mowers such as the narrow median tips along Dunlawton Avenue, US1 (Ridgewood Avenue) and Nova Road. Mowing of wet turf grass shall be avoided unless permission is authorized by the City. The Contractor shall leave surrounding areas in a clean condition free of accumulated debris, including but not limited to grass clippings, after each mowing. Large clump of clippings will be distributed by mechanical blowing or collected and removed. Materials removed from grounds shall be disposed of off-site by the Contractor in a lawful manner.

**EDGING OF TURF GRASS:** Contractor shall edge all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, fences, plant beds and tree wells, so that no grass, ground covers or weeds are left extending beyond or over the surface being edged. This includes edging between adjoining beds of dissimilar ground cover types.

**STRING TRIMMING OF TURF GRASS:** Final string trimming around permanent objects such as metal posts and concrete curbing shall be accomplished with suitable mechanical equipment and at the same cutting heights as the rest of the turf areas. Where string trimming may damage wooden posts,



decorative light poles or other City property, other non-mechanical means must be performed.

**BLOWING OF DEBRIS AND TURF GRASS CUTTINGS:** Contractor shall blow all appropriate surfaces with suitable mechanical equipment including, but not limited to roadways, driveways, curbs, parking areas, walkways, turf grass areas, plant beds and tree wells as required to leave the area clean and free of debris. Grass clipping and other organic debris shall not be blown into the roadway or disposed of in storm sewer drains.

**ADJUSTING AND REMOVING TREE STAKE KITS:** Contractor is required to maintain all newly planted trees in a straight vertical position by adjusting tree stake kits as needed. The contractor shall also be responsible to completely remove all stake kits approximately six (6) months to one (1) year after initial planting.

**PRUNING OF ORNAMENTAL SHRUBS AND GROUNDCOVERS:** Contractor shall prune and shape all ornamental shrubs and ground cover to maintain the natural form of the plant material and maintain its growth within the limitations of the plant bed, to eliminate damaged or diseased wood, and to provide sight distance requirements.

All pruning shall be performed in accordance with the latest approved ANSI-A300 pruning standards.

**CREPE MYRTLE TREES:** Crepe Myrtle trees shall not be pruned. However, the Contractor shall be responsible to remove all crisscross, dead, or broken branches and Contractor shall remove all sucker growth that occurs between the root ball and bottom of the tree canopy to maintain a minimum clear truck height of 7 feet 6 inches where applicable. Crepe Myrtles shall not be cut back or tipped.

**WEEDING OF LANDSCAPE PLANTING BEDS:** Weeds, grasses, and other unwanted plant growth shall be removed from all mulched planting areas by hand pulling to remove the entire root system or by herbicide spraying to effectively kill the entire root system. Herbicide shall not be applied in close proximity to existing ornamental shrubs, groundcovers or near the root system of any palm tree, with no exceptions. Herbicides shall not be applied on windy days as the drift will likely kill untargeted plant materials or turf grasses. String trimming around tree trunks with mechanical devices is prohibited. Weeding of all planting beds (including pavement and sidewalk areas) shall take place during each and every scheduled service to ensure the overall aesthetics of the landscape is not adversely affected by weed growth.

**REMOVING DEAD PLANT MATERIAL:** Contractor shall remove and dispose of all dead ornamental trees, shrubs, and ground cover during each scheduled visit. The contractor is responsible to notify the City to determine if a replacement is necessary.

**FERTILIZATION, DISEASE AND INSECT CONTROLS:** All landscaped areas shall be treated as outlined below to maintain all trees, palms, shrubs, groundcovers, and turf grass in good, healthy appearance and color. An application schedule along with the specified products must be submitted and approved by the City prior to applications.

**TURF GRASS FERTILIZATION:** St Augustine turf grass and Argentine Bahia grass shall receive two (2) pounds of nitrogen per 1,000 square feet during the growing season. Turf grass shall be fertilized two (2) times per year and no more than one (1) pound of nitrogen per 1,000 square feet shall be applied during each scheduled visit. In addition, a complete fertilizer shall be granular in composition and contain thirty to fifty percent (30% - 50%) or more of the nitrogen in a slow release form. The ratio of nitrogen to potash shall be 1:1 or 2:1. A complete fertilizer shall be applied twice per year in March and October.

**PALM TREE FERTILIZATION:** All mature palms in the landscape shall receive a complete granular fertilizer formulated for palms ("palm special") two (2) times per year at a rate of eight (8) pounds per application. Fertilizer shall be applied in March and October. Fertilizer shall be broadcast under the canopy of the palm but not up against the trunk where newly emerging roots may be injured.

**SHRUB AND GROUND COVER FERTILIZATION:** All shrubs and ground covers plantings shall be fertilized one (1) time per year in March with a heavy application of a balanced, slow release fertilizer. Each planting bed shall receive one (1) pound of nitrogen per 1,000 square feet of bed area. The mulch is to be pulled back and the fertilizer shall be applied directly near the rootball of each plant. Broadcasting fertilizer on top of mulch is not allowed unless approved by the City.

**DISEASE & INSECT CONTROL:** Contractor shall be responsible for the immediate control and identification of any insect or disease causing organisms that may arise in any landscape area. Root drench and bud drench all Medjool Palms with City approved fungicide/insecticide at the rate recommended by the manufacturer up to two (2) times per year. Upon confirmation of a specific problem requiring treatment, pesticides shall be applied as needed on a spot treatment basis, whenever possible using the least toxic, effective pesticide. All applications of pesticides and fertilizations shall be performed when temperatures are below 90 degrees and wind drift is negligible. All applicators shall have a State licensed, certified, operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

Records shall be kept on pests identified and treatment(s) rendered for control, shall be submitted to the City. All service costs related to pest control are to be included in the "total cost", as listed in the Bid Schedule. The Contractor or subcontractor shall be in strict accordance with all state and local regulations concerning licensing and safety requirements and be registered with the City of Port Orange.

**HERBICIDES:** Herbicide(s) shall be used only with the prior written approval of the City and only in those areas authorized by the City. Pre-emergence herbicide shall be applied for control of winter annual weeds and herbicide shall be applied when night-time temperatures drop to fifty-five to sixty degrees Fahrenheit for several consecutive days from late October 20th to early November 7th. Contractor shall be responsible for the identification of weeds and recommendations of appropriate selective herbicides. Selective herbicides shall be used to manage weed outbreaks throughout the growing season. All herbicide applicators must be licensed by the State of Florida to apply herbicides, and a copy of the State license shall be provided to the City.

**LANDSCAPE PLANTING BED MULCHING:** All mulched areas shall be replenished once a year between the winter months of November to March. The Contractor shall properly prepare all planting beds by cutting new bed edges, adjusting tree rings sizes, raking out or removing excess mulch, digging new edges along concrete curbs and sidewalks and removing all weeds and dead plant materials prior to top-coating existing mulch areas with the same type of mulch. Depth of mulch shall be a minimum of 3 inches and a maximum of 4 inches.

**IRRIGATION SYSTEMS:** Contractor shall be required to repair/replace any irrigation parts that are damaged due to contractor negligence. The City will be responsible for the costs to replace any irrigation parts that are stolen, damaged by acts of vandalism, vehicular damage or other unforeseen or unpreventable causes. All non-functional irrigation heads shall be reported to the City after each mow.

**EROSION:** If there is noticeable erosion at any site the Contractor shall immediately notify the City of its location. The Contractor shall be responsible for any erosion damage caused by contractor's equipment or performance of duties.

**The following are additional requirements of this maintenance contract:**

**EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and no leaking of oil and gasoline.

**EQUIPMENT STORAGE:** The Contractor shall be responsible for storing all equipment and supplies off site. The City will not provide any storage space for the Contractor.

**EQUIPMENT FUELING AND LUBRICATING:** Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage to median plant material by such fuel or oil spills shall be replaced within three (3) days by Contractor at the Contractor's expense.

**CONTRACTOR SCHEDULE:** Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to the City. Contractor shall update the schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and from 10:00 a.m. to 6:00 p.m. on Sundays.

**FREEZE DAMAGE:** Any freeze damaged plant material shall have dead growth removed as soon as it is deemed safe by the Contractor through appropriate means.

**REPLACEMENT OF PLANT MATERIALS:** The City will be responsible to replace all plant materials that are frozen, stolen, vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City determines that the poor condition of plant materials is due to improper maintenance, the Contractor shall be responsible for replacing such plant material at the Contractor's sole expense. The City shall be notified of plants or areas in distress. These areas need to be evaluated for plan of action and monitored by Contractor. No dead plant material shall remain in landscaping. All replacements shall be done within one (1) week of notification. The City shall approve all plant replacements, sizes and specifications.

**TRAFFIC REGULATION:** The Contractor shall conform to Florida Department of Transportation Manual on Traffic Controls and Safe Practices for street and highway construction, maintenance and utility operations.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required on pedestrian and vehicular traffic areas.

Lane closure to traffic is not permitted. Upon completion of work, contractor shall remove all debris, excess materials and barricades leaving medians and roadways clear of all obstructions.

**EXTRAORDINARY OCCURRENCES:** It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

**CONTRACT PERFORMANCE:** It is the intent of the City to ensure that the Contractor provides a quality level of landscape and ground maintenance services. All complaints will be reported to, and promptly resolved by the Contractor. The Contractor shall have twenty-four (24) hours to resolve any such complaints. The City may levy administrative charges for infractions by the Contractor at \$100.00 per day per incident. Such infractions shall include, but not be limited to:

- (a) Failure to resolve complaints within twenty-four (24) hour period.
- (b) Failure to provide safe equipment.
- (c) Failure to provide required documentation in a timely and accurate manner.
- (d) Failure to report damage to irrigation system(s).
- (e) Failure to report property damage or personal injury.
- (f) Failure to remove all trash from site(s).
- (g) Failure to perform scheduled service.
- (h) Landscape employees not adhering to uniform/protective clothing requirements.

For the purpose of this section, the City may deduct any charges from payments due to the Contractor. The City shall notify the Contractor in writing of any action to be taken. In the event the Contractor wishes to contest such assessment, the contractor shall submit a written protest within five (5) days after receiving such notice for an opportunity to be heard by the City and present a defense to such assessment. The City will notify the Contractor in writing of any action taken with respect to Contractor's claims. The decision of the City shall be final.

Based on limited funds, the City may eliminate certain contracted areas or groups in order to stay within the budget. Therefore, the City reserves the right to reject any and all the bids, eliminate areas from the contract and/or reduce maintenance to any given area when it is in the City's best interest.

**SAFETY CONSIDERATIONS AND MAINTENANCE OF TRAFFIC (MOT):** During mowing/maintenance operations, "MOWING" or "CAUTION MOWING OPERATIONS" signs must be placed on or near affected walkways and other traffic areas. All highway equipment used on right-of-ways must be properly signed and equipped with working safety lights. The Contractor is responsible for being in compliance with all FDOT and OSHA rules and regulations at all times. Within DOT rights-of-way, Maintenance of Traffic Plan (MOT) shall be prepared and implemented by the Contractor when required. All work shall be performed according to FDOT safety and signage recommendations as outlined in their Utility Accommodation Guide, Document Number 710-020-001-b

**Contract Time and Renewal and CPI Rate Adjustment:** Contract will be for two (2) years from date of acceptance. Contract will be renewable for up to 2 years in annual increments, upon agreement of both parties.

If approved by Council, an annual CPI rate increase will be applied October 1<sup>st</sup> of each year following the first year of the contract. The CPI rate increase will be adjusted by 75% of the Consumer Price Index of the Southern States multiplied by the previous year's contract price. This rate increase will be based on rates released in July by the United State Department of Labor, Bureau of Labor Statistics.

**SUPERVISION:** The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

The Contractor shall comply with all City regulations.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City (via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

**CONTACT PERSON:** The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

The Contractor shall provide the name and telephone number of a representative to meet periodically with the City.

The City reserves the right to accept or reject any employee of the Contractor

All personnel must be visible as Contractor's employee(s) by uniform while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

**SCOPE A – FACILITIES MAINTENANCE LEVELS:** Class "A", Class "B", and Class "C" maintenance will be provided for locations identified under Scope A – Facilities Maintenance Levels in Section 95 – Schedule of Unit Prices.

**SCOPE B – RETENTION PONDS MAINTENANCE LEVELS:** Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

**SCOPE C – RIGHTS – RIGHTS OF WAY MAINTENANCE LEVELS:** Class "A", Class "C", and Class "D" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

**SCOPE D – WELLFIELD SITE MAINTENANCE:** Class "E", Class "F", Class "G", and Class "H" maintenance will be provided for locations identified under Scope B – Retention Ponds Maintenance Levels in Section 95 – Schedule of Unit Prices.

#### **City's Well Fields**

Access, scheduling, maintenance activities, inspections and reporting shall be conducted through the City's Public Utilities Department.

**Access is restricted based on U.S. Department of Homeland Security requirements.** Prior to entering these areas, all persons must be pre-approved by the City of Port Orange Public Utilities Water Department. Contractor shall provide:

- Complete written list of all persons entering this area
- Color copy of each individual's driver's license or other government issued identification

Instruction for entering this City property will be provided from time to time as deemed appropriate.

#### **Class "F" Maintenance**

**Number of Visits:** A total of eighteen (18) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

**Maintenance Frequency:** The first twelve (12) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup> the final six (6) visits start November 1<sup>st</sup> thru March 31<sup>st</sup>.

**Class "F" Maintenance**

Number of Visits: A total of twelve (12) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: All twelve (12) visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>.

**Class "G" Maintenance**

Number of Visits: A total of six (6) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: All visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>.

**Class "H" Maintenance**

Number of Visits: A total of four (4) maintenance visits shall be provided between January 1<sup>st</sup> and December 31<sup>st</sup>.

Maintenance Frequency: All visits of the season start April 1<sup>st</sup> thru October 31<sup>st</sup>.

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**SECTION 95  
SCHEDULE OF UNIT PRICES**

Professional Landscape Maintenance Services Bid # 16-04

27

**EXHIBIT "I"**

## SCOPE A

## ANCE

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

**EXHIBIT "E"**



## RETENTION PONDS MAINTENANCE LEVELS

## SCOPE B

## TURF MAINTENANCE

## TREE &amp; SHRUB MAINTENANCE

| NAME                                             | SQUARE<br>FOOTAGE | ACRES | COST PER<br>MOW | Number<br>of Mows<br>Per Year | TURF MAINTENANCE                 |                                                      |                                                                       |                                                | TREE & SHRUB MAINTENANCE                       |                                                      |                                                |                                                | PALM TREES                                                    |                                                               |                                         |                                          |
|--------------------------------------------------|-------------------|-------|-----------------|-------------------------------|----------------------------------|------------------------------------------------------|-----------------------------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------------|------------------------------------------------|------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|-----------------------------------------|------------------------------------------|
|                                                  |                   |       |                 |                               | MULCH<br>COST PER<br>APPLICATION | FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | TURF<br>GRANULAR FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | PESTICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | HERBICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | PESTICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | HERBICIDE<br>TREATMENT<br>TOTAL<br>ANNUAL COST | GRANULAR FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | GRANULAR FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | PALM TREES<br>FERTILIZER<br>ANNUAL COST | TOTAL<br>ANNUAL COST<br>ALL APPLICATIONS |
|                                                  |                   |       |                 |                               |                                  |                                                      |                                                                       |                                                |                                                |                                                      |                                                |                                                |                                                               |                                                               |                                         |                                          |
|                                                  |                   |       |                 |                               |                                  |                                                      |                                                                       |                                                |                                                |                                                      |                                                |                                                |                                                               |                                                               |                                         |                                          |
| 1 Commonwealth Boulevard Retention Pond          | 30,488            | 0.7   |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 2 Frederick Avenue Retention Pond                | 35,931            | 2.1   |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 3 Westridge Avenue Retention Pond                | 42,821            | 0.98  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 4 Fairbrook Road Retention Pond                  | 47,000            | 1.08  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 5 Nova Road Retention Pond #1                    | 60,040            | 1.38  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 6 Nova Road Retention Pond #2                    | 90,125            | 2.07  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 7 Nova Road Retention Pond #3 (2 Ponds)          | 125,200           | 2.87  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 8 Nova Road Retention Pond #4 (2 Ponds)          | 61,700            | 1.42  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 9 Nova Road Retention Pond #5                    | 55,075            | 1.49  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 10 Whippenwill Drive Retention Pond              | 61,348            | 1.41  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 11 Devon Street Retention Pond                   | 47,050            | 1.08  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 12 Tumblebrook Drive Retention Ponds (2 Ponds)   | 23,258            | 0.53  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 13 Taylor Woods Retention Pond                   | 125,550           | 2.88  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 14 Warren Way Retention Pond                     | 25,000            | 0.57  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 15 Tompkins Drive Retention Pond                 | 40,315            | 0.93  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 16 Squirrel Nest Lane Retention Pond             | 20,000            | 0.46  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 17 Canal View Boulevard Retention Pond           | 65,574            | 1.51  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 18 Ruth Street Retention Ponds (3 Ponds)         | 119,520           | 2.74  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 19 Causeway Retention Ponds (east end) (2 Ponds) | 26,310            | 0.6   |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 20 Causeway Retention Pond (west end)            | 4,784             | 0.11  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 21 Cambridge Pump Station Retention Pond         | 226,300           | 5.24  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 22 Spruce Creek Swales Swale Areas (2)           | 58,160            | 1.33  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| 23 Public Utilities Easement                     | 15,210            | 0.35  |                 | 24                            |                                  |                                                      | N/A                                                                   | N/A                                            | N/A                                            | N/A                                                  | N/A                                            | N/A                                            | N/A                                                           | N/A                                                           | N/A                                     | N/A                                      |
| GRAND TOTAL                                      |                   |       |                 |                               |                                  |                                                      |                                                                       |                                                |                                                |                                                      |                                                |                                                |                                                               |                                                               |                                         |                                          |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

Class "A" Maintenance

Turf Maintenance Scope C

Tree & Shrub Maintenance

Palm Trees

| Road Name                       | Square Footage | Acres | Mow Cost Per Month | Total Mow Per Year | Turf Maintenance Scope C                    |                            |                                                  | Tree & Shrub Maintenance        |                                             |                                 | Palm Trees                      |                                             |                                                          |
|---------------------------------|----------------|-------|--------------------|--------------------|---------------------------------------------|----------------------------|--------------------------------------------------|---------------------------------|---------------------------------------------|---------------------------------|---------------------------------|---------------------------------------------|----------------------------------------------------------|
|                                 |                |       |                    |                    | Granular Fertilizer 2x per year Application | Mulch Cost per Application | Turf Granular Fertilizer 2x per year Application | Herbicide Treatment Annual Cost | Granular Fertilizer 1x per year Application | Pesticide Treatment Annual Cost | Herbicide Treatment Annual Cost | Granular Fertilizer 2x per year Application | Palm Trees Fertilizer Total Annual Cost All Applications |
| 1 Causeway and High Rise Bridge | 32,427         | 0.72  |                    | 39                 |                                             |                            |                                                  |                                 |                                             |                                 |                                 |                                             |                                                          |
| 2 Ridgewood Avenue/Medians      | 140,852        | 3.23  |                    | 39                 |                                             |                            |                                                  |                                 |                                             |                                 |                                 |                                             |                                                          |
| 3 Ridgewood Avenue Roadbeds     | 78,919         | 1.81  |                    | 39                 |                                             | N/A                        | N/A                                              |                                 |                                             |                                 |                                 |                                             |                                                          |
| 4 Dunlawton Avenue Medians      | 338,744        | 7.76  |                    | 39                 |                                             |                            |                                                  |                                 |                                             |                                 |                                 |                                             |                                                          |
| 5 Dunlawton Avenue Roadbeds     | 791,044        | 18.16 |                    | 39                 |                                             | N/A                        | N/A                                              |                                 |                                             |                                 |                                 |                                             |                                                          |
| 6 Nova Road Medians             | 90,008         | 2.07  |                    | 39                 |                                             |                            |                                                  |                                 |                                             |                                 |                                 |                                             |                                                          |
| 7 Nova Road Roadbeds            | 404,895        | 9.26  |                    | 39                 |                                             | N/A                        | N/A                                              |                                 |                                             |                                 |                                 |                                             |                                                          |
| 8 Hedden Court                  | 69,000         | 1.64  |                    | 39                 |                                             |                            |                                                  |                                 |                                             |                                 |                                 |                                             |                                                          |
| Grand Total                     |                |       |                    |                    |                                             |                            |                                                  |                                 |                                             |                                 |                                 |                                             |                                                          |

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

TREE & SHRUB MAINTENANCE

PALM TREES

Class "C" Maintenance

| ROAD NAME                            | SQUARE<br>FOOTAGE | ACRES | COST PER<br>MCW | Mows<br>Per Year | TOTAL<br>ANNUAL COST | TURF MAINTENANCE |             | TREE & SHRUB MAINTENANCE |             | PALM TREES  |             | TOTAL<br>ANNUAL COST | 2X PER YEAR<br>COST PER<br>APPLICATION | TREATMENT<br>TOTAL<br>ANNUAL COST | TREATMENT<br>TOTAL<br>ANNUAL COST | Fertilizer<br>TOTAL<br>ANNUAL COST | Total<br>Annual Cost |
|--------------------------------------|-------------------|-------|-----------------|------------------|----------------------|------------------|-------------|--------------------------|-------------|-------------|-------------|----------------------|----------------------------------------|-----------------------------------|-----------------------------------|------------------------------------|----------------------|
|                                      |                   |       |                 |                  |                      | APPLICATION      | ANNUAL COST | APPLICATION              | ANNUAL COST | APPLICATION | ANNUAL COST |                      |                                        |                                   |                                   |                                    |                      |
| 9 Williamson Boulevard Medians       | 154,138           | 3.54  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 10 Williamson Boulevard Roadside     | 705,673           | 16.2  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 11 Airport Road Medians              | 25,500            | 0.59  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 12 Airport Road Roadside             | 167,810           | 3.84  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 13 Sunnyside Road Extension Medians  | 2,850             | 0.07  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 14 Sunnyside Road Extension Roadside | 83,900            | 1.93  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 15 Town West Boulevard Medians       | 97,096            | 2.11  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 16 Town West Boulevard Roadside      | 481,310           | 11.05 |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 17 Conrad Boulevard Medians          | 25,715            | 0.58  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 18 Conrad Boulevard Roadside         | 129,600           | 2.98  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 19 Medline Avenue Medians            | 19,535            | 0.45  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 20 McGinnis Avenue Roadside          | 94,286            | 2.16  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 21 Willow Run Boulevard Medians      | 11,410            | 0.26  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 22 Willow Run Boulevard Roadside     | 898,720           | 19.25 |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 23 Peninsula Drive                   | 15,000            | 0.34  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 24 HFE Boulevard                     | 1,052             | 0.04  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 25 Fitzgerald Street Medians         | 9,072             | 0.21  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 26 Conrad Street Medians             | 9,500             | 0.23  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 27 Roberts Street Medians            | 9,878             | 0.09  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 28 Tree Garden Drive Medians         | 7,350             | 0.17  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 29 Wilshire Boulevard Medians        | 38,061            | 0.87  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 30 Countrydale Drive Medians         | 2,436             | 0.06  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 31 Marinac Drive Medians             | 27,821            | 0.63  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 32 Kingswood Way Medians             | 8,700             | 0.2   |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 33 Sugar House Boulevard Medians     | 8,360             | 0.14  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 34 Coral Way Medians                 | 2,500             | 0.06  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| 35 Tab Circle Medians                | 400               | 0.01  |                 | 32               |                      | N/A              | N/A         | N/A                      | N/A         | N/A         | N/A         |                      | N/A                                    | N/A                               | N/A                               | N/A                                |                      |
| Grand Total                          |                   |       |                 |                  |                      |                  |             |                          |             |             |             |                      |                                        |                                   |                                   |                                    | 34                   |

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.  
Professional Landscape Maintenance Services Bid # 15-014

Note: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.  
Professional Landscape Maintenance Services Bid # 16-04

RIGHTS OF WAY MAINTENANCE LEVELS

SCOPE C

TURF MAINTENANCE

Class "D" Maintenance

TREE & SHRUB MAINTENANCE

PALM TREE MAINTENANCE

| ROAD NAME                                | SQUARE<br>FOOTAGE | ACRES | COST PER<br>MOW | Total<br>Mows Per<br>Year | TOTAL<br>ANNUAL COST | TURF MAINTENANCE                |                                                                  |                                            |                                 | TREE & SHRUB MAINTENANCE        |                                                |                                 |                                 | PALM TREE MAINTENANCE                                                           |                                   |                                 |                      |
|------------------------------------------|-------------------|-------|-----------------|---------------------------|----------------------|---------------------------------|------------------------------------------------------------------|--------------------------------------------|---------------------------------|---------------------------------|------------------------------------------------|---------------------------------|---------------------------------|---------------------------------------------------------------------------------|-----------------------------------|---------------------------------|----------------------|
|                                          |                   |       |                 |                           |                      | MUCH<br>COST PER<br>APPLICATION | GRANULAR<br>FERTILIZER<br>2X PER YEAR<br>COST PER<br>APPLICATION | Turf<br>Granular<br>Fertilization<br>TOTAL | PESTICIDE<br>TREATMENT<br>TOTAL | HERBICIDE<br>TREATMENT<br>TOTAL | GRANULAR<br>FERTILIZER<br>3X PER YEAR<br>TOTAL | PESTICIDE<br>TREATMENT<br>TOTAL | HERBICIDE<br>TREATMENT<br>TOTAL | GRANULAR FERTILIZER<br>"PALM SPECIAL"<br>2X PER YEAR<br>COST PER<br>APPLICATION | Palm Trees<br>Fertilizer<br>TOTAL | Annual Cost<br>All Applications | Total<br>Annual Cost |
|                                          |                   |       |                 |                           |                      |                                 |                                                                  |                                            |                                 |                                 |                                                |                                 |                                 |                                                                                 |                                   |                                 |                      |
|                                          |                   |       |                 |                           |                      |                                 |                                                                  |                                            |                                 |                                 |                                                |                                 |                                 |                                                                                 |                                   |                                 |                      |
| 36 Taylor Road                           | 293,277           | 5.35  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 37 Spruce Creek Road                     | 556,400           | 12.81 |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 38 Midline Avenue                        | 609,350           | 14    |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 39 Canal View Boulevard                  | 145,050           | 3.33  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 40 Central Park Boulevard                | 295,946           | 6.78  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 41 Elyse Morris Boulevard                | 203,340           | 4.68  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 42 Hensel Road                           | 97,435            | 2.24  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 43 Yorktown Boulevard Median             | 1,290             | 0.03  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 44 Yorktown Boulevard Roadside           | 207,500           | 4.76  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 45 Avon Court Triangle Median            | 2,500             | 0.06  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 46 Herbert Street                        | 155,611           | 3.57  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 47 Train Depot Building (Herbert Street) | 41,725            | 0.96  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 48 Commonwealth Boulevard                | 41,285            | 0.95  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 49 Oak Street                            | 33,678            | 0.77  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 50 Jackson Street                        | 20,686            | 0.47  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 51 Victoria Gardens Boulevard Medians    | 1,240             | 0.03  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 52 Victoria Gardens Boulevard Roadside   | 26,510            | 0.65  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 53 Sweetwater Boulevard                  | 23,010            | 0.53  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 54 Stewart Avenue                        | 12,550            | 0.29  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 55 Hidden Lake Drive                     | 12,736            | 0.29  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 56 Old Hemlock Road                      | 14,268            | 0.33  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 57 Poplar Hill Road                      | 5,779             | 0.13  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 58 Highpoint Drive                       | 8,000             | 0.18  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 59 Turner Road                           | 4,272             | 0.1   |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 60 Oakleaf Road                          | 7,236             | 0.17  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 61 Gladys Street                         | 4,850             | 0.11  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 62 Newton Road                           | 6,336             | 0.15  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| 63 Bay Ridge Lane Median                 | 9,164             | 0.21  |                 | 24                        |                      | N/A                             | N/A                                                              | N/A                                        | N/A                             | N/A                             | N/A                                            | N/A                             | N/A                             | N/A                                                                             | N/A                               | N/A                             | N/A                  |
| Grand Total                              |                   |       |                 |                           |                      |                                 |                                                                  |                                            |                                 |                                 |                                                |                                 |                                 |                                                                                 |                                   |                                 |                      |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

SCOPE D

WELLFIELD SITE MAINTENANCE

| CLASS "E" MAINTENANCE             |                           |    |                   |       |                    |                              |                         |                    |        |
|-----------------------------------|---------------------------|----|-------------------|-------|--------------------|------------------------------|-------------------------|--------------------|--------|
| SITE DESCRIPTION                  | FROM                      | TO | SQUARE<br>FOOTAGE | ACRES | Cost<br>Per<br>MOW | Number<br>of Mows<br>Per Yr. | Total<br>Annual<br>Cost | STRING<br>TRIMMING | EDGING |
| 1 Pumping Station & Tank Facility | South End of Bear Trail   |    | 94,525            | 2.17  |                    | 18                           |                         |                    | N/A    |
| 2 Maintenance Building            | Shunz Road & Flow Way     |    | 9,893             | 0.23  |                    | 18                           |                         |                    | N/A    |
| 3 Well Buildings (27 Sites)       | SEE MAP FOR LOCATIONS     |    | 59,475            | 1.37  |                    | 18                           |                         |                    | N/A    |
| 4 Generators (5)                  | Located at Well Buildings |    | 10,890            | 0.25  |                    | 18                           |                         |                    | N/A    |
| CLASS "F" MAINTENANCE             |                           |    |                   |       |                    |                              |                         |                    |        |
| 5 Solar Array                     | South Campsite Road       |    | 13,350            | 0.31  |                    | 12                           |                         |                    | N/A    |
| CLASS "G" MAINTENANCE             |                           |    |                   |       |                    |                              |                         |                    |        |
| 6 Reservoir Lake "A"              | South End of Bear Trail   |    | 334,620           | 7.68  |                    | 6                            |                         | N/A                | N/A    |
| 7 Reservoir Lake "B"              | East of Reservoir "A"     |    | 372,270           | 8.55  |                    | 6                            |                         | N/A                | N/A    |
| WELLFIELD RIGHTS OF WAY           |                           |    |                   |       |                    |                              |                         |                    |        |

| CLASS "H" MAINTENANCE                |                            |                            |           |       |  |   |  |             |     |
|--------------------------------------|----------------------------|----------------------------|-----------|-------|--|---|--|-------------|-----|
| 8 Shunz Road Right of Way            | County Road 415            | Flow Way                   | 1,267,200 | 29.09 |  | 4 |  | N/A         | N/A |
| 9 Shunz Road Right of Way            | Flow Way                   | Interstate 4 (I-4)         | 361,800   | 7.27  |  | 4 |  | N/A         | N/A |
| 10 Bear Trail Right of Way           | Shunz Road (southeastward) | The Reclaimed Storage Tank | 79,200    | 1.82  |  | 4 |  | N/A         | N/A |
| 11 Flow Way Right of Way             | Shunz Road (southward)     | Road End                   | 79,200    | 1.82  |  | 4 |  | N/A         | N/A |
| 12 Campsite Road Right of Way        | Shunz Road (northward)     | Road End                   | 20,400    | 0.47  |  | 4 |  | N/A         | N/A |
| 13 Campsite Road Right of Way        | Shunz Road (southward)     | Road End                   | 950,400   | 21.82 |  | 4 |  | N/A         | N/A |
| 14 Harley Road Right of Way          | Shunz Road (northward)     | Road End                   | 31,500    | 0.72  |  | 4 |  | N/A         | N/A |
| 15 Harley Road Right of Way          | Shunz Road (southward)     | Road End                   | 221,760   | 5.09  |  | 4 |  | N/A         | N/A |
| 16 Artesian Drive Right of Way       | Harley Road (southward)    | Road End                   | 205,800   | 4.72  |  | 4 |  | N/A         | N/A |
| 17 Puddle Lane Right of Way          | Harley Road (westward)     | Road End                   | 79,200    | 1.82  |  | 4 |  | N/A         | N/A |
| 18 Drama Way Right of Way            | Shunz Road (southward)     | Puddle Lane                | 126,720   | 2.91  |  | 4 |  | N/A         | N/A |
| 19 Pasture around Dirt Stockpile Lot | Shunz Road (south side)    |                            | 1,089,000 | 25    |  | 4 |  | N/A         | N/A |
|                                      |                            |                            |           |       |  |   |  | GRAND TOTAL |     |

NOTE: "N/A" indicates a specific task is NOT performed; therefore, no cost figure should be entered.

## **Exhibit "2"**

### **Payment and Performance Bond**

(Exhibit "2" includes a total of 3 pages)

**RETURN RECORDED DOCUMENT TO:**

City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

**Yellowstone Landscape-Southeast, LLC**  
**Bid 16-04 Professional Landscape Maintenance Services**

Bond No. SU34580

**Recorded in the Public Records:**  
**Instrument # 2016 060 978 4-06-16 @ 8:14 a.m.**  
**Book: 7237 Page: 1860**

*Space Reserved for Recording Data*

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR  
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **Yellowstone Landscape Southeast, LLC**, as Principal, and Aspen American Insurance Company, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **FIVE HUNDRED THIRTY THREE THOUSAND SEVENTY SIX AND 00/100 DOLLARS (\$533,076.00)** for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of April 4, 2016, entered into by and between the Principal and the City, for Professional Landscape Maintenance Services, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

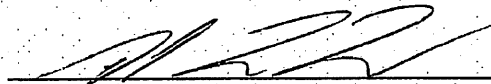
Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

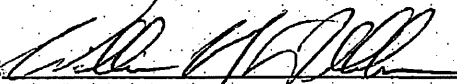
Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this 4th day of April, 2016.

Attest:

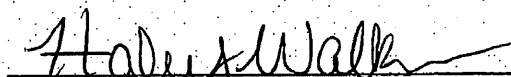
YELLOWSTONE LANDSCAPE-SOUTHEAST, LLC  
(Principal)

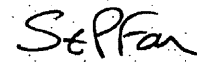
  
(As to Corporate Principal) Secretary

By:   
Tim Portland, Manager  
William H. Decker  
(Corporate Seal)

AL LALONDE  
(Witness to Principal)

Aspen American Insurance Company  
(Surety)

  
(Witness to Surety)

By:   
Name: Stephen P. Farmer  
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.





Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16<sup>th</sup> day of October, 2013

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 16<sup>th</sup> day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation and the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

*Patricia C. Taber*  
Notary Public

My commission expires: May 31, 2016

### CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 4<sup>th</sup> day of April, 2016

By:

Name: Ryan Field, Assistant Vice President

\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



## City of Port Orange Public Works & Utilities Department

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

FROM: Lynn Stevens, Public Works & Utilities Director

DATE: March 23, 2018

SUBJECT: Yellowstone Landscape - Southeast, LLC  
Contract CA 5316 Amendment and Extension to the Standard  
Contract for Services

### **REQUEST:**

The Public Works & Utilities Department is requesting City Council approval of the contract CA 5316 Amendment and Extension to Yellowstone Landscape – Southeast, LLC Standard Contract for Services. Amendment is for an increased amount not to exceed \$70,332.00 and contract extension for one year.

### **PURPOSE:**

The purpose of this request is to maintain grounds at various rights of way, stormwater ponds, and city facilities.

### **CONSIDERATION:**

Yellowstone Landscape was contracted on April 4, 2016 to provide landscape maintenance services for various rights of way and stormwater ponds under contract CA5216. The contract was a two-year term with the option to renew for two – additional 1-year periods and an amount of \$533,076.00 per year. When bid in 2016, the bid included landscape maintenance at 41 city owned facilities and parks. This portion of the bid was awarded to Tif-Jen Inc. under contract CA 5217 for \$337,846.00 per year. The Tif-Jen contract was a two-year term with the option to renew for two – additional 1-year periods.

An inspector was hired in April 2017 and given the responsibility to monitor the activities of these contractors and meet with them regularly to ensure compliance with both contracts. Inspection reports are completed and deficiencies communicated to the contractor's for immediate correction. It was discovered that the facilities landscape requirements were vague in many areas and interpreted differently by the contractor and inspector. In fact, it appears that previous management directed the contractor

verbally due to the perceived interpretation of the contract. Public Works staff have opted not to renew the facilities landscape contract with Tif-Jen and instead revise the specifications, make the specifications clearer, and modify the locations/maintenance requirements due to changes in the needs of the city. One such change is the addition of Riverfront Park, cleaning the parking lot and adjacent areas at City Center during heavy leaf times, and increase/decreasing service to other areas. The change was so dramatic that we believe going out for bid was the best option for the city. The contract with Tif-Jen ended April 3, 2018.

This request is to renew the contract (CA 5316) with Yellowstone-Southeast LLC for one additional year as outlined in the terms and conditions of the contract for servicing the rights of way and storm water ponds. In addition, to ensure continued maintenance of the city facilities while soliciting bids for that service, staff requests an additional not to exceed amount of \$70,332.00 to provide two months of facility landscape maintenance. This cost is lower than Yellowstone bid for the service in 2016.

Staff evaluated the possibility of performing the tasks in-house. However, due to the current work load, level of staffing, and existing equipment, staff would not be able to maintain the facilities properly. Staff further evaluated the use of temporary staffing and renting equipment, however, this option was not cost effective.

**FUNDING:**

001-4300-541-3420 (based on 31%)

Budget: \$20,000

Actual: \$21,802.92

001-4400-572-3420 (based on 69%)

Budget: \$30,488

Actual: \$48,529.08

\*\*\* Budget transfers will be processed and sent to Finance \*\*\*

**RECOMMENDATION:**

The Public Works & Utilities Department is recommending City Council approval of the contract CA 5316 Amendment and Extension to Yellowstone Landscape – Southeast, LLC. Amendment is for an increased amount not to exceed \$70,332.00 and contract extension for one year.

**ATTACHMENTS:**

a.) Standard Contract for Services – CA5316

b.) Yellowstone Landscape-Southeast – CA5316 Bond

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



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: Yes

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**SUBJECT:** (B7e) Award of ITB #18-16 to Trident Surfacing Inc.for Gym Floor Resurfacing

**DEPARTMENT:** Parks & Recreation

**GOAL:**

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**RECOMMENDED MOTION:** Move to approve contract award to Trident Surfacing Inc. and authorize the Mayor and City Clerk to execute the associated documents.

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**SUMMARY:** ITB # 18-16 was opened on March 5, 2017 for Gym floor resurfacing. Trident Surfacing Inc. submitted the only bid of \$64,890.00. The work will include the installation of a new wood floor over the existing rubber floor, stripping the courts raising the doors and inserting the brass components for the volleyball courts. Since the project is a remodel staff is requesting a 10% unforeseen conditions allowance of \$6,489 bringing the total project cost to \$71,379. Funding is available in QPC 079. Staff recommends approval.

Project No.: QPC079 Funding Account No.: 317-1000-519-6397

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**ATTACHMENTS:**

|    |                                                     |                                                         |
|----|-----------------------------------------------------|---------------------------------------------------------|
| 1. | Standard Contract                                   | Trident.pdf                                             |
| 2. | ITB 18-16 Tabulation(03-05-18)                      | ITB 18-16 Tabulation(03-05-18).pdf                      |
| 3. | ITB 18-16 Trident Surfacing Response.(03-05-18) (2) | ITB 18-16 Trident Surfacing Response.(03-05-18) (2).pdf |
| 4. | ITB 18-16 ADDENDUM NO. 1 (02-20-18)                 | ITB 18-16 ADDENDUM NO. 1 (02-20-18).docx                |
| 5. | ITB 18-16- GYM FLOOR REPLACEMENT FINAL (1-26-18)    | ITB 18-16- GYM FLOOR REPLACEMENT FINAL (1-26-18).pdf    |
| 6. | 18-16 Intent to Award (3-14-18)                     | 18-16 Intent to Award (3-14-18).pdf                     |

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Susan Lovallo  
Susan Lovallo  
Tracey Riehm  
Margaret Roberts  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/13/2018  
Approved - 03/13/2018  
Approved - 03/15/2018  
Approved - 03/27/2018  
Approved - 03/27/2018  
Final Approval - 03/28/2018

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## CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

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This Standard Contract for Services ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and TRIDENT SURFACING, INC., a Florida corporation whose principal address is 5399 NW 161<sup>st</sup> Street, Miami, FL 33014 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

Installation of a new wood floor over the existing rubber floor, stripping the courts, raising the doors and inserting the brass components for the volleyball courts, at the Parks & Recreation Administration Gymnasium, located at 4655 City Center Circle, Port Orange, FL 32129, and as further described in the scope of work in Invitation to Bid No. 18-16 Gym Floor Replacement ("ITB 18-16"), Addendum No. 1, and Contractor's Schedule of Unit Pricing, attached hereto as Exhibit "1." A complete copy of ITB 18-16 is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida.

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City. Work shall be substantially completed within forty-five (45) calendar days from issuance of a Notice to Proceed by the City with final completion fifteen (15) calendar days thereafter (the "Term").

Manner and Place: As outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for the Notice to Proceed issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, Sixty-Four Thousand Eight Hundred Ninety and 00/100 Dollars (64,890.00), and Six Thousand Four Hundred Eighty-Nine and 00/100 (\$6,489.00) allowance for unforeseen conditions, a total amount subject to a limit up to but not to exceed Seventy-One Thousand Three Hundred Seventy-Nine Dollars and 00/100 (\$71,379.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The Parks & Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - (1) the cost of work performed or supplies delivered;
  - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
  - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved



in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: [CITYCLERK@PORT-ORANGE.ORG](mailto:CITYCLERK@PORT-ORANGE.ORG).**

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers'

Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

*[Remainder of this page intentionally left blank]*

| Standard Insurance Requirements     |                                                                                                             |                                                                                                                                                                                            |                                                                                                                                                                                                                                                                           |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                     | Insurance                                                                                                   | Standards                                                                                                                                                                                  | Additional Requirements                                                                                                                                                                                                                                                   |
| <input checked="" type="checkbox"/> | Workers' Compensation<br><br><u>Additional Coverage:</u>                                                    | <u>Limits:</u> Coverage A - Statutory<br>Coverage B - \$100,000<br><br>All States (Broad Form)<br>Voluntary Compensation                                                                   | <input type="checkbox"/> If Agreement requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br><input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.                            |
| <input checked="" type="checkbox"/> | Comprehensive General Liability (including Completed Operations and Contractual Liability)                  | <u>Limits:</u> Combined Single Limit Bodily Injury and Property damage<br>\$500,000 occurrence<br>\$1,000,000 Aggregate                                                                    | <input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Agreement, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| <input checked="" type="checkbox"/> | Comprehensive Business, Automobile Liability to include all automobiles.<br><br><u>Additional Coverage:</u> | <u>Limits:</u> Auto Liability Bodily Injury:<br>\$200,000 each person<br>\$300,000 each occurrence.<br>Property Damage Liability<br>\$100,000 each occurrence.<br><br>Non-Owned, Hired Car | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage                                                                                                                                                                                                  |
| Additional Insurance Requirements   |                                                                                                             |                                                                                                                                                                                            |                                                                                                                                                                                                                                                                           |
| <input checked="" type="checkbox"/> | Property Insurance Builders Risk.<br><br><u>Additional Coverage:</u>                                        | <u>Limits:</u> Buildings - Completed value of agreement.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA         | If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.                                                                                                         |
| <input type="checkbox"/>            | Professional Liability                                                                                      | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                                      |                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/>            | Installation Floater (IT)                                                                                   | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                                      |                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/>            | Contractor Pollution Liability                                                                              | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                                      |                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/>            | Errors and Omissions                                                                                        | <u>Limits:</u> Coverage - \$1,000,000                                                                                                                                                      |                                                                                                                                                                                                                                                                           |
| <input checked="" type="checkbox"/> | Payment and Performance Bond Required                                                                       | <u>Limits:</u> Coverage - Equal to amount of Contract.                                                                                                                                     |                                                                                                                                                                                                                                                                           |
| <input type="checkbox"/>            | Department Head waives Payment and Performance Bond for work under \$25,000.00.                             |                                                                                                                                                                                            |                                                                                                                                                                                                                                                                           |

- |                          |                                                                                                                                                                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Unless otherwise required by law, Department Head waives Insurance for work described as follows:<br>(check at least one)<br><input type="checkbox"/> under \$25,000.00<br><input type="checkbox"/> including goods F.O.B. the place of destination |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

13. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

20. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

22. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange  
Attention: City Manager

1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501

Copy to: City of Port Orange  
Attention: Susan Lovallo, Parks & Recreation Director  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5852

Contractor: Trident Surfacing, Inc.  
Attention: Ronald Stevens  
5399 NW 161<sup>st</sup> Street  
Miami, FL 33014  
(305) 620-4220 - Telephone  
(305) 620-9311 - Facsimile  
ron@tridentsurfacing.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

30. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

*[Remainder of this page intentionally left blank]*

Witnesses:

Trident Surfacing, Inc.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, as \_\_\_\_\_ of Trident Surfacing, Inc., a Florida corporation, and who:

*[Notary: Please select one]*

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

*Printed, typed or stamped name, commission and expiration:*



Witnesses:

CITY OF PORT ORANGE

\_\_\_\_\_  
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:*

ORIGINAL

"ATTACHMENT 1" ITB 18-16 SCHEDULE OF UNIT PRICING

BID FORM



CITY OF PORT ORANGE  
GYM FLOOR REPLACEMENT

ITB# 18-16

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

TRIDENT SURFACING INC

CONTACT PERSON:

RON STEVENS

EMAIL ADDRESS:

RONSON@TRIDENTSURFACING.COM

AUTHORIZED SIGNATURE:

| ITEM                                  | QTY  | DESCRIPTION                                                                                                                                                 | UNIT PRICE PER JOB | UNIT PRICE PER SQUARE FOOT | EXTENDED PRICE |
|---------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------|----------------|
| 1                                     | 6000 | Install one (1) subfloor (Subfloor 5/8 inch plywood and felt paper barrier) 6000 SQ Feet                                                                    |                    | \$ 1.48                    | \$ 8,862.00    |
| 2                                     | 6000 | Install one (1) grade maple flooring (3/4 inch thick solid flooring and 2 1/4 wide) Sand and finish 6000 sq ft with 4 coats Xylene base finish 6000 SQ Feet |                    | \$ 7.65                    | \$ 45,918.00   |
| 3                                     | JOB  | Apply Court Lines to Gym floor one (1) basketball and three (3) small game courts.                                                                          | \$ 1,850.00        |                            | \$ 1,850.00    |
| 4                                     | JOB  | Install two (2) Volleyball Court sleeves 3 1/2 inch.                                                                                                        | \$ 500.00          |                            | \$ 500.00      |
| 5                                     | JOB  | Adjust two (2) double door heights.                                                                                                                         | \$ 650.00          |                            | \$ 650.00      |
| 6                                     | JOB  | Remove and reinstall one (1) set of bleachers.                                                                                                              | \$ 4,500.00        |                            | \$ 4,500.00    |
| 7                                     | JOB  | Remove reinstall and replace rubber cove base.                                                                                                              | \$ 2,160.00        |                            | \$ 2,160.00    |
| 8                                     | JOB  | Raise three (3) brass floor outlets.                                                                                                                        | \$ 450.00          |                            | \$ 450.00      |
| TOTAL BASE BID                        |      |                                                                                                                                                             |                    |                            | \$ 64,890.00   |
| Shall warranty the above flooring for |      |                                                                                                                                                             |                    |                            | ONE YEAR       |

EXHIBIT "1"

### **SECTION 3 – SCOPE OF WORK**

#### **PROJECT DESCRIPTION:**

The City of Port Orange is soliciting sealed bids for the provision of replacing the gym floor at the Port Orange Parks and Recreation department with a wood floor.

#### **SCOPE OF WORK:**

##### **Wood floor replacement Port Orange Gym court one.**

Install one (1) subfloor (Subfloor 5/8-inch plywood and felt paper barrier).

Install (one) 1 grade maple flooring ( $\frac{3}{4}$  inch thick solid flooring and 2  $\frac{1}{4}$  wide) Sand and finish 6000 Sq. Ft. with four (4) coats Xylene base finish.

Apply Court Lines to Gym floor one (1) basketball court and three (3) small game courts.

Install two (2) Volleyball court sleeves 3  $\frac{1}{2}$  inch.

Adjust two (2) double door heights.

Remove and reinstall one (1) set of bleachers.

Remove reinstall and replace rubber cove base.

Raise three (3) brass floor outlets.

**[Remainder of this page left intentionally blank]**

**EXHIBIT “2”**  
*(Consisting of 4 pages)*

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

## PAYMENT AND PERFORMANCE BOND

(Parks & Recreation)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

BOND NO. \_\_\_\_\_

---

### PRINCIPAL:

Developer or Contractor: Trident Surfacing, Inc.  
Principal Business Address: 5399 NW 161st Street  
Miami, FL 33014  
Contact Person: Ronald Stevens  
Phone Number: (305) 620-4220

---

### SURETY:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

---

OWNER: City of Port Orange, Florida, a chartered municipal corporation  
1000 City Center Circle  
Port Orange, Florida 32129-4144  
Contact Person: City Manager  
Phone Number: (386) 506-5501

---

Amount: \$71,379.00

City Case/ ITB 18-16  
Project No.: QPC079

Description of Work: ITB 18-16 Gym Floor Replacement

Project Location: 4655 City Center Circle, Port Orange, Volusia County, Florida

Legal Description: 4655 City Center Circle, Port Orange, Volusia County, Florida  
Parcel ID#: 6308-00-06-0010  
*See Attached Exhibit "A"*

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

City of Port Orange Parks & Recreation Administration Gymnasium  
4655 City Center Cir., Port Orange, Volusia County, Florida

Full Parcel ID:  
08-16-33-00-06-0010

Short Parcel ID:  
6308-00-06-0010

Legal Description:  
A portion of the Parcel ID listed above.

**EXHIBIT "A"**

Trident Surfacing, Inc.  
ITB 18-16 Gym Floor Replacement

Bond No. \_\_\_\_\_

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR  
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, TRIDENT SUFACING, INC., as Principal, and \_\_\_\_\_, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **SEVENTY-ONE THOUSAND THREE HUNDRED SEVENTY-NINE AND 00/100 DOLLARS (\$71,379.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of \_\_\_\_\_, 2018, entered into by and between the Principal and the City, for Gym Floor Replacement, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed, and shall be deemed an original, this \_\_\_\_\_, day of \_\_\_\_\_, 2018.

Attest:

TRIDENT SURFACING, INC.  
(Principal)

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_, as

\_\_\_\_\_  
(Witness to Principal)

(Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness to Surety)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Attorney-in-Fact)

(Corporate Seal)

**NOTE:** Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.





**CITY OF PORT ORANGE, FLORIDA**  
**ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

**ITB NUMBER:** ITB #18-16  
**ITB TITLE:** Gym Floor Replacement  
**OPENING DATE/TIME:** March 5, 2018 AT 2:30 P.M.

|                                 |                                                  | Response 1             | Response 2  | Response 3  | Response 4  |
|---------------------------------|--------------------------------------------------|------------------------|-------------|-------------|-------------|
| <b>Submittal Required Forms</b> |                                                  | Trident Surfacing Inc. |             |             |             |
| 1                               | Form 7.1 Submittal Checklist                     | YES                    |             |             |             |
| 2                               | Form 7.2 Bidder's Acknowledgment                 | YES                    |             |             |             |
| 3                               | Form 7.3 Addendum & Change Order Acknowledgement | YES                    |             |             |             |
| 4                               | Form 7.4 Drug Free Preference Statement          | YES                    |             |             |             |
| 5                               | Form 7.5 Statement on Public Entity Crimes       | YES                    |             |             |             |
| 6                               | Form 7.6 Affidavit of Anti-Collusion             | YES                    |             |             |             |
| 7                               | Form 7.7 Statement of Vendors Qualifications     | YES                    |             |             |             |
| 8                               | Form 7.8 Professional References                 | YES                    |             |             |             |
| 9                               | Form 7.9 Local Business Affidavit of Eligibility | YES                    |             |             |             |
| 10                              | Bid Bond                                         | YES                    |             |             |             |
| 11                              | Attachment 1-Bid Proposal                        | YES                    |             |             |             |
| 1 Original, 1 Digital Copy      |                                                  | YES                    |             |             |             |
| Deemed Responsive?              |                                                  | YES                    |             |             |             |
| <b>TOTAL BID</b>                |                                                  | <b>\$ 64,890.00</b>    | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> |

Opened and tabulated by: David Battaglia, Purchasing Agent  
Witnessed by: Jim Tillman, Purchasing Management

ORIGINAL

"ATTACHMENT 1" ITB 18-16 SCHEDULE OF UNIT PRICING

BID FORM



CITY OF PORT ORANGE  
GYM FLOOR REPLACEMENT

ITB# 18-16

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:

TRIDENT SURFACING INC

CONTACT PERSON:

RON STEVENS

EMAIL ADDRESS:

RONSON@TRIDENTSURFACING.COM

AUTHORIZED SIGNATURE:

| ITEM                                  | QTY  | DESCRIPTION                                                                                                                                                 | UNIT PRICE PER JOB | UNIT PRICE PER SQUARE FOOT | EXTENDED PRICE |
|---------------------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------|----------------|
| 1                                     | 6000 | Install one (1) subfloor (Subfloor 5/8 inch plywood and felt paper barrier) 6000 SQ Feet                                                                    |                    | \$ 1.48                    | \$ 8,862.00    |
| 2                                     | 6000 | Install one (1) grade maple flooring (3/4 inch thick solid flooring and 2 1/4 wide) Sand and finish 6000 sq ft with 4 coats Xylene base finish 6000 SQ Feet |                    | \$ 7.65                    | \$ 45,918.00   |
| 3                                     | JOB  | Apply Court Lines to Gym floor one (1) basketball and three (3) small game courts.                                                                          | \$ 1,850.00        |                            | \$ 1,850.00    |
| 4                                     | JOB  | Install two (2) Volleyball Court sleeves 3 1/2 inch.                                                                                                        | \$ 500.00          |                            | \$ 500.00      |
| 5                                     | JOB  | Adjust two (2) double door heights.                                                                                                                         | \$ 650.00          |                            | \$ 650.00      |
| 6                                     | JOB  | Remove and reinstall one (1) set of bleachers.                                                                                                              | \$ 4,500.00        |                            | \$ 4,500.00    |
| 7                                     | JOB  | Remove reinstall and replace rubber cove base.                                                                                                              | \$ 2,160.00        |                            | \$ 2,160.00    |
| 8                                     | JOB  | Raise three (3) brass floor outlets.                                                                                                                        | \$ 450.00          |                            | \$ 450.00      |
| TOTAL BASE BID                        |      |                                                                                                                                                             |                    |                            | \$ 64,890.00   |
| Shall warranty the above flooring for |      |                                                                                                                                                             |                    |                            | ONE YEAR       |

## SECTION 7 – REQUIRED FORMS

### FORM 7.1 – BID SUBMITTAL CHECKLIST

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7– Statement of Vendor’s Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY:

TRIDENT SURFACING, LLC

Name of Business

[Signature]  
Authorized Signature

2/27/18  
Date

*This document must be completed and returned with your Submittal*

**FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

Please check one: ☒ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

TRIDENT SURFACING, INC.  
NAME OF BUSINESS

5399 NW. 161 STREET  
MAILING ADDRESS

[Signature]  
AUTHORIZED SIGNATURE

MIAMI, FL. 33014  
CITY, STATE & ZIP CODE

RONALD E. STEVENS PROJECT MGR.  
NAME, TITLE, TYPED

305 620 4220 / 305 620-9311  
TELEPHONE NUMBER / FAX NUMBER

650059218  
FEDERAL IDENTIFICATION #

RON@TRIDENTSURFACING.COM  
E-MAIL ADDRESS

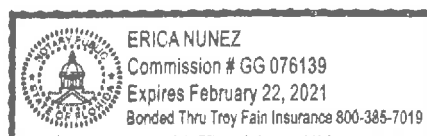
STATE OF FLORIDA COUNTY OF MIAMI-DOBE

The foregoing instrument was acknowledged before me this day of 22<sup>TH</sup>, 2018 by RONALD E. STEVENS, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

[Signature]  
Notary Public

*This document must be completed and returned with your Submittal*



**FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # 1 Date: 02/23/18 Addendum # N/A Date: N/A

Addendum # N/A Date: N/A Addendum # N/A Date: N/A

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

"The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City."

\*\*\*\*\*

TRIDENT SURFACING, INC.  
Name of Business  
By: [Signature]  
Printed Name: RODOLFO E. STEVENS  
Title: PROJECT MANAGER

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me this 25<sup>TH</sup> day of FEBRUARY, 2018, by  
RODOLFO E. STEVENS, as PROJECT MANAGER of  
(NAME) (TITLE)  
TRIDENT SURFACING, INC. and who:  
(NAME OF ORGANIZATION)

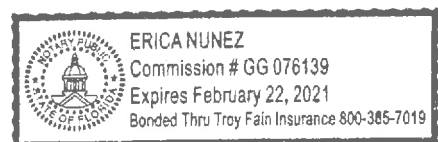
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

Erica Nunez  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



#### FORM 7.4 – DRUG FREE PREFERENCE STATEMENT

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

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

TRIDENT SURFACING, INC.  
Name of Business

By: \_\_\_\_\_  
Printed Name: RONALD E. STEWENS  
Title: PROJECT MANAGER

STATE OF FLORIDA  
COUNTY OF MIRAMONTE

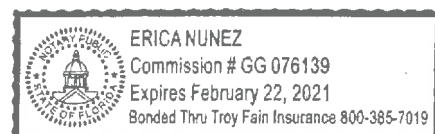
Sworn to (or affirmed) and subscribed before me this 22<sup>ND</sup> day of FEBRUARY, 2018, by  
RONALD E. STEWENS as PROJECT MANAGER of  
(NAME) (TITLE)  
TRIDENT SURFACING, INC. and who:  
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☒ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.

This document must be completed and returned with your Submittal

Erica Nunez  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:



**FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant RONALD E. STEVENS, who, being by me first duly sworn, made the following statement:

1. The business address of 5399 N.W. 161 STREET MIAMI FL 33014 (name of Offeror or business) is TRIDENT SURFACING, INC.
2. My relationship to TRIDENT SURFACING, INC. (name of Offeror or business) is PROJECT MANAGER (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
- ~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_ A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

TRIDENT SURFACING, INC.  
Name of Business

By: \_\_\_\_\_  
Printed Name: RONALD E. STEVENS  
Title: PROJECT MANAGER

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me this 22<sup>nd</sup> day of FEBRUARY, 2018 by RONALD E. STEVENS, as PROJECT MANAGER of TRIDENT SURFACING, INC. and who:

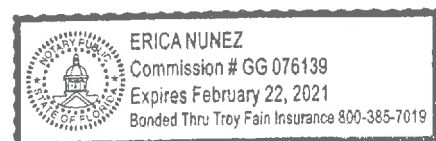
[Notary: Please select one]

☒ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

This document must be completed and returned with your Submittal

Erica Nunez  
Notary Public, State of Florida  
Printed, typed or stamped name, commission and expiration:





**FORM 7.6 – ANTI-COLLUSION FORM**

**ANTI-COLLUSION STATEMENT BID FORM:**

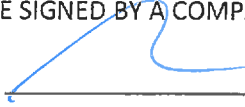
By signing this form, the Proposer agrees that this Bid is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

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

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

NAME OF FIRM: TRIDENT SURFACING, LLC.

SIGNED BY: RONALD E. STEVENH  
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: 

TITLE: PROJECT MANAGER

ADDRESS: 5399 N.W. 161 STREET

CITY: MIAMI STATE: FL. ZIP CODE: 33014

TELEPHONE: 305-620-4220 FAX: 305-620-9311

COMPLETION TIME: 45 DAYS FOR SUBSTANTIAL COMPLETION + 14 DAYS WRAP UP

F.E.I.N. NUMBER: 650059213

**NO** Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

**NO BID (REASON):** N/A

*This document must be completed and returned with your Submittal*



**FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS**

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. TRI-DENT SURFACING, INC.
- B. Permanent main office address. 5399 N.W. 161 STREET
- C. Date organized. 08/1988
- D. If a corporation, where incorporated. MIAMI FLORIDA
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 29 1/2 YEARS
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company. SPECIALTY FLOORING
- H. Have you ever failed to complete any work awarded to you? If so, where and why? NO
- I. Have you ever defaulted on a contract? If so, where and why? NO
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. SEE ATTACHMENT "A"
- K. List your major equipment currently owned or leased. - COMPACT TRUCK  
- SMALL VAN  
- TWO AUTOMOBILES
- L. Experience in work similar to this type of project. SEE ATTACHMENT "A"
- M. Background and experience of the principal members of your organization, including the officers. SEE ATTACHMENT "B"
- N. Credit currently available: \$ — 0 — 0 — 0 —
- O. Give bank reference: WELLS FARGO / MATT KAPORANT 305-789-5005
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

TRIDENT SURFACING, INC.  
Name of Business

By: [Signature]  
Printed Name: RONALD E. STEVEN  
Title: PROJECT MANAGER

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

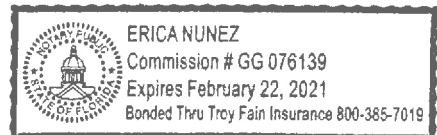
Sworn to (or affirmed) and subscribed before me this 22<sup>TH</sup> day of FEBRUARY, 20 18 by  
RONALD E. STEVEN, as PROJECT MANAGER  
of TRIDENT SURFACING, INC. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Printed, typed or stamped name, commission  
and expiration:



*This document must be completed and returned with your Submittal*

**FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE**

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

**Please provide three (3) current and correct references from clients for similar services.**

(Do not include the City of Port Orange)

1. Company Name: PIATLE CONSTRUCTION  
Contact Person: GEOFF MCCORMACK  
City, State: COOPER CITY, FL. 33314  
Telephone Number: (954) 767-0410  
Email Address: GMCORMACK@PIATLECONSTRUCTION.COM  
Description of goods or  
Services provided: WOOD FLOORING INSTALL  
Contract Amount: \$115,075  
Start/End Date of Contract: 3/1/2016 - 5/10/16
2. Company Name: URS GROUP, INC.  
Contact Person: JOY NASH  
City, State: AUSTIN, TX  
Telephone Number: (512) 454-4797  
Email Address: JOY.NASH@URS.COM  
Description of goods or  
Services provided: INSTALL NEW GYM  
Contract Amount: \$94,250.00  
Start/End Date of Contract: 11/22/17 - 1/31/18
3. Company Name: O.A.K. COMPANY  
Contact Person: ELLIEN BISOGNO  
City, State: OCCHOPEE, FL.  
Telephone Number: (239) 304-9746  
Email Address: EBISOGNO@OAKFL.COM  
Description of goods or  
Services provided: INSTALL NEW GYM FLOOR  
Contract Amount: \$57,000.00  
Start/End Date of Contract: 11/1/17 - 12/31/17

*This document must be completed and returned with your Submittal.*

**FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY**

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): ITB #18-16BUSINESS NAME: TRIDENT SURFACING, INC.CONTACT PERSON/TITLE: RONALD E. STEVENSON / PROJECT MANAGERMAILING ADDRESS: 5399 N.W. 161 STREETCITY-STATE-ZIP: MIAMI, FL. 33014

Length of Time at Address Provided: \_\_\_\_\_

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of FloridaFEIN (Federal Employer Identification Number): 630059218BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship  
☐ Other (Specify): \_\_\_\_\_PHONE NUMBER: 305-620-4220 FAX: 305-620-9311EMAIL: RON@TRIDENTSURFACING, INC.**\*\*Please attach a valid business tax receipt, or other such documentation\*\*****ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared RONALD E. STEVENSON who, after being sworn according to law, stated that he or she was authorized to represent TRIDENT SURFACING, INC. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

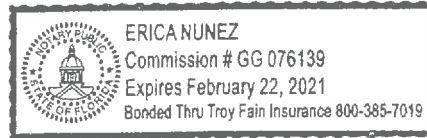
Erica Nunez  
SIGNATURE OF NOTARY PUBLIC  
THIS 27 DAY OF February, 2018  
My Commission Expires: \_\_\_\_\_

[Signature] 2/27/18  
SIGNATURE OF AFFIANT DATE

RONALD E. STEVENS  
PRINTED NAME OF AFFIANT / TITLE

TRIDENT SERVICES, INC.  
COMPANY

NOTARY SEAL



*This document must be completed and returned with your Submittal*

# Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



2392629

**BUSINESS NAME/LOCATION**

TRIDENT SURFACING INC  
5399 NW 161 ST  
MIAMI GARDENS FL 33014

**RECEIPT NO.**

**RENEWAL**  
**2513415**

**EXPIRES**  
**SEPTEMBER 30, 2018**

Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**

TRIDENT SURFACING INC

**SEC. TYPE OF BUSINESS**

196 SPECIALTY BUILDING CONTRACTOR  
000018694

**PAYMENT RECEIVED  
BY TAX COLLECTOR**

\$45.00 08/10/2017  
CHECK21-17-075975

Worker(s) 4

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec. 8a-276.

For more information, visit [www.miamidade.gov/taxcollector](http://www.miamidade.gov/taxcollector)



**Trident Surfacing, Inc.**  
5399 NW 161st Street  
Miami, Florida 33014-6151  
Phone: (305) 620-4220  
Fax: (305) 620-9311  
Internet: [www.tridentsurfacing.com](http://www.tridentsurfacing.com)

- \* Composition Floors & Decks
- \* Racquetball Courts
- \* Athletic Surfaces
- \* Resilient Surfaces
- \* Wood Floors
- \* Waterproofing Systems

"ATTACHMENT A"

### **JOB REFERENCES**

#### **Barry College Gymnasium Floor 1991- Duracushion I**

Furnish and install approximately 15,000 S.F. of new Gymnasium wood floors

G.C. – Stanmar, Inc.

Mr. Stan Rozak

1-800-617-3607

Contract amount \$ +/- 250,000.00

#### **Fort Lauderdale Performing Arts Center 1992 – Various specialty wood floors**

Furnish and install approximately 26,000 S.F. of various strip wood flooring systems.

G.C. – George Hyman Construction "This G.C. is out of business"

Mr. Jim Pennington – no phone number available

Contract amount \$ +/- 350,000.00

#### **Miami Dade Community College- South 1993 Duracushion I – North 2006 -Retroflex**

South Campus – Approximately 20,000 S.F. of gymnasium wood floors

North Campus – Approximately 30,000 S.F. of gymnasium wood floors

Tear out old floors and install new floors over the existing substrate

Mr. Jim Cox – Athletic director

305-237-0730

Contract amount \$ +/- 450,000.00

#### **Florida International University 1994 –Duracushion II**

Furnish and install approximately 36,000 S.F. of gymnasium and auxiliary wood floors.

Tear out old floors and install new floors over the existing substrate

G.C. Shaffer-Miller Construction" out of business"

Owner - Mr. Bart Mondel

305-348-6228

Contract amount \$ +/- 270,000.00

#### **American Airlines Arena 1999 - Uniforce**

Miami Heat Practice Facility

Approximately 15,000 S.F. Gymnasium wood floors for the Miami Heat and 12,000 S.F. of Permagrain solid glue down wood floor in the Arena.

G.C. – Odebrecht Construction

Mr. Pablo Rodriguez

305-576-5595

Contract amount \$ +/- 395,000.00

#### **Rollins College 2000 – Rezill Channel**

Approximately 25,000 S.F. of Gymnasium floor and auxiliary gymnasium.

G.C. – Wharton Smith, Inc.

School – Mr. Marty Grozdanich 1-407-646-2167

Mr. Murlin Jones

1-407-321-8410

Contract amount \$ 213,495.00

**University of Florida Basketball Facility 2001- UniForce**

Approximately 16,000 S.F. of Gymnasium wood floors.

G.C. – P.P.I. Construction

School – Mr. Jack Pfaff 1-352-375-4683 ext 6033

Mr. Mark Brown

1-407-482-4070

Contract amount \$ 148,370.00

**Florida State Basketball Facility 2002 - UniForce**

Approximately 16,000 S.F. of new Gymnasium wood floors.

G.C. Watkins Engineers & Constructors. "out of business"

Owner – Mr. Bernie Waxman Assistant A.D.

1-850-644-4502

Contract amount \$ 186,000.00

**Southeastern College 2003- Neoshok**

Approximately 12,000 S.F. of new Gymnasium Wood Floors

G.C. Hennessey Construction Services

Mr. Dave Pigot

1-727-821-3223 ext 144

Contract amount \$ 73,000.00

**Tully Gymnasium at F.S.U. 2003 - UniForce**

Approximately 30,000 S.F. of Gymnasium wood floors in existing building

Tear out old floor and install new floor over existing substrate.

Owner – Laurie Swiger

1-850-644-2547

Contract amount \$ 304,500.00

**Florida Atlantic University 2004- Anchor Rezill Sleeper DIN**

Approximately 20,000 S.F. of new Gymnasium Wood Floors

G.C. Roepnack Corporation

School – Melissa Dawson Asst A.D.

Mr. Kirk Conners

561-706-5677

1-954-444-2989

Contract amount \$ 167,585.00

**University of Miami 2004 - Quicklock**

Approximately 16,000 S.F. Portable Gym Wood Floors

University of Miami

Mr. Patrick McGrew

305-284-6456

Contract Amount \$ 240,000.00

**Polk Community College 2005 – S-Channel**

Approximately 13,000 S.F. of new Gymnasium Wood Floors

Polk Community College

Mr. Keith Smith

1-863-557-0630

Contract amount \$ 122,950.00



**Page 3**

**University of West Florida 2005 - Neoshok**

Approximately 35,000 S.F. of new Gymnasium wood floors

Morette & Co.

Mr. Mark Olivera

1-850-432-4084

Contract Amount \$ 350,000.00

**Northwood University 2005 -**

Approximately 15,000 S.F. of new Gymnasium Wood Floors

The Weitz Company

Mr. Chuck Congdon

1-561-686-5511

Contract Amount \$ 125,000.00

**Webber University 2005 – Duracushion II**

1201 N. Scenic Highway

Lake Wales, Florida

Hammer Construction

Mr. Les Blanchard

305-635-1330

Contract Amount \$ 65,000.00

**Nova University 2006 – Anchor Rezill Sleeper DIN**

Approximately 48,000 S.F. of various Wood Flooring Systems.

Moss/Miller J.V.

School – Jamie Ahrens 1-954-262-5564

Mr. Kirk Noble

1-954-473-6681

Contract Amount \$ 575,000.00

**Carnival Performing Arts Center 2006 -**

Approximately 80,000 S.F. of various wood flooring systems

PAC Joint Venture

Mr. Jesus Vazquez

305-576-5595

Contract Amount \$ 1,500,000.00

**F.A.M.U. Teaching Gymnasium 2008 – Rezill Panel**

Approximately 31,000 S.F. of Gymnasium Wood Floors

Turner Construction

Mr. Dave Glusko

850-425-5700

Contract Amount \$ 250,000.00

**St. Thomas University 2009 - Focus**

Approximately 22,000 S.F. of Gymnasium Wood Floors

Mr. Juan Zamora A.D.

305-628-6593

Contract Amount \$ 190,000.00

**U.S. Southern Command 2009 – Duracushion I**

Approximately 25,000 S.F. of various Gymnasium wood floors

Hensel Phelps Construction

Mr. Mike Strenth

305-482-0182

Contract Amount \$ 205,000.00

**Tyndall Air Force Base 2009 – Duracushion II**

Approximately 17,000 S.F. of gymnasium Wood Floors

Carothers Construction Inc

Mr. Chris Roberts

662-473-2525

Contract Amount \$ 146,000.00

**Miami Beach New World Symphony 2010**

Approximately 40,000 S.F. of various wood floors

Facchina Construction

Mr. Alfredo Siva

954.771.6677

Contract Amount \$ 1,500,000.00

**Miami Dolphins Running Track**

Approximately 21,000 S.F. Connor ProTraxx rubber running track at Stadium

Hunt- American Engineering

Mr. Joe Bracikowski

786-412-0777

Contract amount \$ 300,000.00

**Disney Wide World of Sports-Jostens Center**

Approximately 54,000 S.F. Focus Gymnasium wood floors

Disney Construction

Mr. Dennis Garcia

407-939-2063

Contract Amount \$ 600,000.00

**Disney Wide World of Sports- H.P. Center**

Approximately 52,000 S.F. Focus Gymnasium wood floors

Disney Construction

Mr. Dennis Garcia

407-939-2063

Contract Amount \$ 700,000.00



**TRIDENT**  
SURFACING, INC.

- COMPOSITION FLOORS & DECKS
- RACQUETBALL COURTS
- ATHLETIC SURFACES
- RESILIENT SURFACES
- WOOD FLOORS
- WATERPROOFING SYSTEMS

February 27, 2018

To whom it may concern,

Re: Trident Surfacing, Inc. key personnel's background and experience.

**Jose M. Diaz:** 40 years with Trident Surfacing, Inc.

**Ronald E. Stevens:** 29 years in specialty flooring industry and 22 years with Trident Surfacing, Inc.

Very truly yours,

TRIDENT SURFACING, INC.

Ron Stevens  
Project Manager

BID BOND

**BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Trident Surfacing, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 5399 NW 161st St., Miami, FL 33014, Tel.: 305-620-4220, (hereinafter called "PRINCIPAL"), and Travelers Casualty and Surety Company of America, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 2420 Lakemont Ave., 4th Floor, Orlando, FL 32814, Tel.: 407-388-7803 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent of Amount Bid dollars and (N/A)/100 (\$ 5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated March 5, 2018, for:

**Project Name / Bid No.:** ITB #18-16 Gym Floor Replacement

**Project Address:** Port Orange Parks and Recreation Department

**Legal Description:** See Attached

**Description of Work:** Gym Floor Replacement at the Port Orange Parks and Recreation department with a wood floor.

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 27th day of February, A.D. 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Trident Surfacing, Inc.

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Travelers Casualty and Surety  
SURETY: Company of America

Attorney-in-Fact (signature)

Michael A. Holmes

Name & Title

Michael A. Holmes

Name of Local Resident Agent

1201 W Cypress Creek Rd., Fort Lauderdale, FL 33309

City, State, Zip

954-331-1448

Telephone:

A.M. Best No.: 003609 NAIC No.: 31194

ATTEST:

\*\* see Power of Attorney \*\*

Signature

\*\* see Power of Attorney \*\*

Corporate Secretary

(Affix Corporate Seal)

STATE OF Florida

COUNTY OF Broward

Before me this day personally appeared Michael A. Holmes (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Travelers Casualty and Surety Company of America (corporate surety) and that this person has been authorized by Travelers Casualty and Surety Company of America (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant Michael A. Holmes

Sworn to / Affirmed and subscribed before me this 27th day of February, 2018, by Michael A. Holmes who is personally known to me or who produced

N/A as identification.

NOTARY PUBLIC - STATE OF

Type or print name: Vivian Santiago

Commission No.: 66104601

Commission Expires: 5/16/2021

(Seal)

VIVIAN SANTIAGO  
Notary Public, State of Florida  
My Commission Exp. May 16, 2021  
No. GG 104601

END OF BID BOND

This document must be completed and returned with your Submittal



## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 228491

Certificate No. 007190009

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael A. Holmes, James F. Murphy, and Gerald J. Arch

of the City of Fort Lauderdale, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 14th day of April, 2017.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: Robert L. Raney  
 Robert L. Raney, Senior Vice President

On this the 14th day of April, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public



# CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5718  
FAX 386-506-5711  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

## **ADDENDUM NO. # 1** **February 20, 2018**

### **ITB #18-16 GYM FLOOR REPLACEMENT**

---

#### **To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated January 29, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

#### **A. CLARIFICATION**

There is a 5 % Bid Bond A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid. Form is attached.

The Gym wood floor finish specifications is attached.

#### **B. QUESTIONS AND ANSWERS:**

1. There are two sets of doors?

**Answer: Yes**

2. Are the volleyball sleeves to be metal?

**Answer: Yes**

3. Do you set the graphics on the floors?

**Answer: No**

4. How long is the contract time?

**Answer: 45 days for substantial completion and 15 more for final completion**

5. What kind of Xylene base brand specifications do you want?

**Answer:** Please see attached specifications.

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

**END OF ADDENDUM NO. #1**



# CITY OF PORT ORANGE, FLORIDA

## INVITATION TO BID

### GYM FLOOR REPLACEMENT

### ITB #18-16



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: January 29, 2018

**Bid Due Date and Time: March 5, 2018 at 2:30 P.M.**

City of Port Orange, Florida  
1000 City Center Circle  
Port Orange, FL 32129  
(386) 506-5718

[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

[www.port-orange.org](http://www.port-orange.org)



## Legal Notice to Proposers

### ITB #18-16 GYM FLOOR REPLACEMENT

**Notice is hereby given that the City of Port Orange is soliciting bids for ITB #18-16 GYM FLOOR REPLACEMENT.** Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on March 5, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference for the project at 11:00 A.M. (local time) on **February 13, 2018** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission

**DESCRIPTION:** *The City of Port Orange is soliciting sealed bids for the provision of replacing the gym floor at the Port Orange Parks and Recreation department with a wood floor.*

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at [www.municode.com](http://www.municode.com). Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and (DemandStar) via their website at [www.demandstar.com](http://www.demandstar.com). All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, [dbattaglia@port-orange.org](mailto:dbattaglia@port-orange.org) or [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org) and reference "Questions on ITB #18-16 GYM FLOOR REPLACEMENT in the subject line. Last day for questions will be **February 20, 2018 at 5:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

**NO** bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida.

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

Bids shall be **submitted in the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Battaglia, Purchasing Agent, Finance Department,

City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-16 GYM FLOOR REPLACEMENT."**

David Battaglia, Purchasing Agent  
Legal Ad - One Time – **January 29, 2018**

**[Remainder of this page left intentionally blank]**

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



|                                 |                                                                                                                                                                                 |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SEALED BID • DO NOT OPEN</b> |                                                                                                                                                                                 |
| <b>SEALED BID NO.</b>           | <b>ITB #18-16</b>                                                                                                                                                               |
| <b>BID TITLE:</b>               | <b>GYM FLOOR REPLACEMENT</b>                                                                                                                                                    |
| <b>DUE DATE/TIME:</b>           | <b>March 5, 2018 at 2:30 P.M.</b>                                                                                                                                               |
| <b>SUBMITTED BY:</b>            | <b>(Name of Company)</b>                                                                                                                                                        |
| <b>DELIVER TO:</b>              | <b>City of Port Orange City Clerk's Office<br/>Attn: David Battaglia<br/>Purchasing Agent<br/>Finance Department<br/>1000 City Center Circle<br/>Port Orange, Florida 32129</b> |
| <b>DATE/TIME RECEIVED:</b>      | <b>(To be stamped by Clerk's Office)</b>                                                                                                                                        |

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## **SECTION 1 – PURPOSE AND OVERVIEW**

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of The City of Port Orange is soliciting sealed bids for the provision of replacing the gym floor at the Port Orange Parks and Recreation department with a wood floor.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

**[Remainder of this page left intentionally blank]**

## SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

### **TIMELINE (Local Time):**

*The City reserves the right to alter dates as needed.*

Date of Distribution: .....January 29, 2018

Non-Mandatory Pre-Bid Conference .....February 13, 2018 at 11:00 A.M.

Deadline for Questions: .....February 20, 2018 by 5:00 P.M.

Final Addendum Posting: .....February 26, 2018 by 5:00 P.M.

**Bids Due: ..... March 5, 2018 by 2:30 P.M.**

City Council Meeting for Approval of Recommendation of Award .....To Be Determined

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office  
Attn: David Battaglia, Purchasing Agent  
Finance Department  
1000 City Center Circle  
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

**Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.**

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids, if it is in the best interest of the City.

**NON-MANDATORY PRE-BID CONFERENCE/SITE VISIT:**

There will be a Non-Mandatory Pre-Bid Conference for the project on the date and time referenced in the Timeline above at City Hall, Choose an item., 1000 City Center Circle, Port Orange, Florida 32129. All prospective Vendors are strongly encouraged to attend because the Pre-Bid Conference will offer potential Vendors the opportunity to ask questions and discuss the project directly with staff. All attendees to the Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

**QUESTIONS REGARDING THIS ITB:**

All questions shall reference "ITB #18-16 GYM FLOOR REPLACEMENT" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia  
Purchasing Agent  
1000 City Center Circle  
Port Orange, FL 32129  
[dbattaglia@port-orange.org](mailto:dbattaglia@port-orange.org) or  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

**ADDENDA REGARDING THE INVITATION TO BID:**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and DemandStar websites. [www.demandstar.com](http://www.demandstar.com).

**The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.**

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising there from.

**CLARIFICATIONS:**

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.



Only the locked, fillable Excel document provided by the City with this ITB will be accepted for submittal of the Vendor's Bid/Cost/Fee Proposal. Any other form of submittal will be deemed non-responsive.

**MINIMUM QUALIFICATIONS:**

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

**NO LOBBYING:**

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

**PRICING SHEETS:**

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

**EXCEPTIONS TO SPECIFICATIONS:**

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

**BID SUBMISSION AND WITHDRAWAL:**

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**CORRECTION OF BIDS:**

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

**WITHDRAWAL OF BIDS:**

**NO** Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

**OPENING OF BIDS:**

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

**REJECTION OF BIDS:**

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

**BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS:**

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA):**

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

**[Remainder of this page left intentionally blank]**

### **SECTION 3 – SCOPE OF WORK**

#### **PROJECT DESCRIPTION:**

The City of Port Orange is soliciting sealed bids for the provision of replacing the gym floor at the Port Orange Parks and Recreation department with a wood floor.

#### **SCOPE OF WORK:**

##### **Wood floor replacement Port Orange Gym court one.**

Install one (1) subfloor (Subfloor 5/8-inch plywood and felt paper barrier).

Install (one) 1 grade maple flooring ( $\frac{3}{4}$  inch thick solid flooring and 2  $\frac{1}{4}$  wide) Sand and finish 6000 Sq. Ft. with four (4) coats Xylene base finish.

Apply Court Lines to Gym floor one (1) basketball court and three (3) small game courts.

Install two (2) Volleyball court sleeves 3  $\frac{1}{2}$  inch.

Adjust two (2) double door heights.

Remove and reinstall one (1) set of bleachers.

Remove reinstall and replace rubber cove base.

Raise three (3) brass floor outlets.

**[Remainder of this page left intentionally blank]**

#### **SECTION 4 – STANDARD PURCHASE DEFINITIONS**

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that

- conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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## **SECTION 5 – GENERAL TERMS AND CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

1. **ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on [www.demandstar.com](http://www.demandstar.com).

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

3. **ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.



4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tender's final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via [www.demandstar.com](http://www.demandstar.com) or on the City of Port Orange website, Bid Opportunities page [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) or by email [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org).

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required, upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council

approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such

order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not

compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after non-response from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.



38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at [www.municode.com](http://www.municode.com).

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should

become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

If required, upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

If required Upon execution of a contract, the Vendor shall maintain insurance during the life of the Contract. The Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

| Insurance                                                | Limits: Standards                                                                                         | Comments                                                                                                                                                                                   |
|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation<br><br><u>Additional Coverage:</u> | Coverage A - Statutory<br>Coverage B - \$100,000<br><br>All States (Broad Form)<br>Voluntary Compensation | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000. |

|                                                                                                             |                                                                                                                                                                     |                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Comprehensive General Liability (including Completed Operations and Contractual Liability)                  | Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate                                                                 | When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| Comprehensive Business, Automobile Liability to include all automobiles.<br><br><u>Additional Coverage:</u> | Auto Liability Bodily Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.<br><br>Non-Owned, Hired Car    | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage                                                                                                                                                                                  |
| Property Insurance Builders Risk.<br><br><u>Additional Coverage:</u>                                        | Buildings - Completed value of contract.<br><br>"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.                                                                                      |
| <del>Professional Liability (Errors &amp; Omissions)</del>                                                  | <del>Coverage \$1,000,000 minimum</del>                                                                                                                             |                                                                                                                                                                                                                                                           |

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered.

Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

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

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

(1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

(2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

**Port Orange Business** means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

**Volusia County Business** means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

**Florida Business** means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

61. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

62. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of

merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

63. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

64. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

65. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

66. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

67. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

68. **OTHER AGENCIES**

(a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

69. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

70. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid or pre-proposal conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

71. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or inputted electronically in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

72. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

73. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.



When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

74. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

75. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

76. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

77. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

78. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

79. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

80. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

81. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

82. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

83. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

84. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

85. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

86. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

87. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

88. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

89. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

90. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

91. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

92. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

93. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

94. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

95. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

96. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications

and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

97. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

98. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

99. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

100. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

101. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

102. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

103. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

104. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

105. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

106. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

107. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

108. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

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

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted, shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

109. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

110. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.

- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

111. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

112. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

[Remainder of this page left intentionally blank]



## **SECTION 6 – SPECIAL CONDITIONS**

### **PERIOD OF OFFER VALIDITY:**

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

### **CONTRACT TERM**

The term of the contract term will be 60 days from the notice to proceed. Forty-five (45) Days for substantial completion with fifteen (15) more days for final completion and paperwork wrap up.

### **ELIGIBILITY OF VENDOR:**

To be eligible to respond to this ITB, the Vendors must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

**NOTICE:** The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

### **BID BONDS**

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the bid shall be submitted with each bid.

**[Remainder of this page left intentionally blank]**

## **SECTION 7 – REQUIRED FORMS**

### **FORM 7.1 – BID SUBMITTAL CHECKLIST**

- \_\_\_\_\_ Form 7.2 – Vendor’s Acknowledgement
- \_\_\_\_\_ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- \_\_\_\_\_ Form 7.4 – Drug Free/Tie Preference Statement
- \_\_\_\_\_ Form 7.5 – Public Entity Crimes Statement
- \_\_\_\_\_ Form 7.6 – Affidavit of Anti-Collusion
- \_\_\_\_\_ Form 7.7– Statement of Vendor’s Qualifications
- \_\_\_\_\_ Form 7.8 – Professional References for Previous Experience
- \_\_\_\_\_ Form 7.9 – Local Business Affidavit of Eligibility
- \_\_\_\_\_ Attachment 1 – Bid Proposal
- \_\_\_\_\_ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: \_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

***This document must be completed and returned with your Submittal***

## FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

### **NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
NAME, TITLE, TYPED

\_\_\_\_\_  
TELEPHONE NUMBER / FAX NUMBER

\_\_\_\_\_  
FEDERAL IDENTIFICATION #

\_\_\_\_\_  
E-MAIL ADDRESS

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

\_\_\_\_\_  
Notary Public

***This document must be completed and returned with your Submittal***

**FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

\*\*\*\*\*

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***

**FORM 7.4 – DRUG FREE PREFERENCE STATEMENT**

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

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
(NAME) (TITLE)

\_\_\_\_\_  
(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

***This document must be completed and returned with your Submittal***

*Printed, typed or stamped name, commission and expiration:*

**FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

***This document must be completed and returned with your Submittal***

*Printed, typed or stamped name, commission and expiration:*

**FORM 7.6 – ANTI-COLLUSION FORM**

**ANTI-COLLUSION STATEMENT BID FORM:**

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

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

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

NAME OF FIRM: \_\_\_\_\_

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

PRINTED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

COMPLETION TIME: \_\_\_\_\_

F.E.I.N. NUMBER: \_\_\_\_\_

**NO** Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

**NO BID (REASON):** \_\_\_\_\_  
\_\_\_\_\_

***This document must be completed and returned with your Submittal***

## **FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS**

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ \_\_\_\_\_
- O. Give bank reference: \_\_\_\_\_
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?



**(Form 7.7 Statement of Vendor's Qualifications – Page 2)**

Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_  
of \_\_\_\_\_ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission  
and expiration:

***This document must be completed and returned with your Submittal***

### **FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE**

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

**Please provide three (3) current and correct references from clients for similar services.**

**(Do not include the City of Port Orange)**

1. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of goods or  
Services provided: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_
2. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of goods or  
Services provided: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_
3. Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
City, State: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of goods or  
Services provided: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Start/End Date of Contract: \_\_\_\_\_

***This document must be completed and returned with your Submittal.***

**FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY**

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

Length of Time at Address Provided: \_\_\_\_\_

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): \_\_\_\_\_

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship  
☐ Other (Specify): \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**\*\*Please attach a valid business tax receipt, or other such documentation\*\*****ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared \_\_\_\_\_ who, after being sworn according to law, stated that he or she was authorized to represent \_\_\_\_\_ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

**(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)**

SWORN AND SUBSCRIBED BEFORE ME

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

My Commission Expires: \_\_\_\_\_

NOTARY SEAL

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME OF AFFIANT / TITLE

\_\_\_\_\_  
COMPANY

***This document must be completed and returned with your Submittal***

**"ATTACHMENT 1" ITB 18-16 SCHEDULE OF UNIT PRICING**

**BID FORM**



**CITY OF PORT ORANGE  
GYM FLOOR REPLACEMENT**

**ITB# 18-16**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

**NAME OF BUSINESS:**

**CONTACT PERSON:**

**EMAIL ADDRESS:**

**AUTHORIZED SIGNATURE:**

| ITEM                                         | QTY  | DESCRIPTION                                                                                                                                             | UNIT PRICE PER JOB | UNIT PRICE PER SQUARE FOOT | EXTENDED PRICE |
|----------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------|----------------|
| 1                                            | 6000 | Install one (1) subfloor (Subfloor 5/8 inch plywood and felt paper barrier) 6000 SQ Feet                                                                |                    | \$ -                       | \$ -           |
| 2                                            | 6000 | Install one (1) grade maple flooring (¾ inch thick solid flooring and 2 ¼ wide) Sand and finish 6000 sq ft with 4 coats Xylene base finish 6000 SQ Feet |                    | \$ -                       | \$ -           |
| 3                                            | JOB  | Apply Court Lines to Gym floor one (1) basketball and three (3) small game courts.                                                                      | \$ -               |                            | \$ -           |
| 4                                            | JOB  | Install two (2) Volleyball Court sleeves 3 1/2 inch.                                                                                                    | \$ -               |                            | \$ -           |
| 5                                            | JOB  | Adjust two (2) double door heights.                                                                                                                     | \$ -               |                            | \$ -           |
| 6                                            | JOB  | Remove and reinstall one (1) set of bleachers.                                                                                                          | \$ -               |                            | \$ -           |
| 7                                            | JOB  | Remove reinstall and replace rubber cove base.                                                                                                          | \$ -               |                            | \$ -           |
| 8                                            | JOB  | Raise three (3) brass floor outlets.                                                                                                                    | \$ -               |                            | \$ -           |
| <b>TOTAL BASE BID</b>                        |      |                                                                                                                                                         |                    |                            | <b>\$ -</b>    |
| <b>Shall warranty the above flooring for</b> |      |                                                                                                                                                         |                    |                            |                |

*This document must be completed and returned with your Submittal*



## CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

This Standard Contract for Services ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ corporation whose principal address is \_\_\_\_\_ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

### 1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) \_\_\_\_\_

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of \_\_\_\_\_ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to \_\_\_\_ additional \_\_\_\_\_ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in \_\_\_\_\_, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following*: Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: \_\_\_\_\_ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "\_\_\_\_" attached hereto, subject to a limit up to but not to exceed \$\_\_\_\_\_. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "\_\_\_\_," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The \_\_\_\_\_ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
  - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.



(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

| Insurance                               | Standards                                         | Comments                                                                                                                                                                                   |
|-----------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation<br><u>Limits:</u> | Coverage A - Statutory<br>Coverage B - \$100,000  | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000. |
| <u>Additional Coverage:</u>             | All States (Broad Form)<br>Voluntary Compensation |                                                                                                                                                                                            |

|                                                                                            |                |                                                                                                                                                 |                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Comprehensive General Liability (including Completed Operations and Contractual Liability) | <u>Limits:</u> | Combined Single Limit Bodily Injury and Property damage<br>\$500,000 occurrence<br>\$1,000,000 Aggregate                                        | When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| Comprehensive Business, Automobile Liability to include all automobiles.                   | <u>Limits:</u> | Auto Liability Bodily Injury:<br>\$100,000 each person<br>\$300,000 each occurrence.<br>Property Damage Liability<br>\$100,000 each occurrence. | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage                                                                                                                                                                                  |
| <u>Additional Coverage:</u>                                                                |                | Non-Owned, Hired Car                                                                                                                            |                                                                                                                                                                                                                                                           |
| Property Insurance Builders Risk.                                                          | <u>Limits:</u> | Buildings - Completed value of contract.                                                                                                        | If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.                                                                                      |
| <u>Additional Coverage:</u>                                                                |                | "All Risk" coverage on latest ISO form or its equivalent.<br>Permission granted to occupy.<br>Owner named as insured AIMA                       |                                                                                                                                                                                                                                                           |
| Professional Liability (Errors & Omissions)                                                | <u>Limits:</u> | Coverage- \$1,000,000 minimum                                                                                                                   |                                                                                                                                                                                                                                                           |

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy 2-272 (Alterations or modifications of contracts), shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as

provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force

Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in \_\_\_\_\_ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange  
Attention: City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501

Copy to: City of Port Orange  
Attention: \_\_\_\_\_  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-\_\_\_\_

Contractor: \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail

of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

*[Remainder of this page intentionally left blank]*

FOR INFORMATIONAL PURPOSES

Witnesses: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

*Printed, typed or stamped name, commission and expiration:*



Witnesses:

CITY OF PORT ORANGE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Allen Green, 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 \_\_\_\_\_, 20\_\_, 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:*

[CA \_\_\_\_]





***End of Solicitation Documents***



## **NOTICE OF INTENT TO AWARD**

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### **ITB #18-16 GYM FLOOR REPLACEMENT**

**MARCH 14, 2018**

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**On March 5, 2018 purchasing received one (1) submittal for ITB #18-16 Gym floor replacement.**

**After review of the proposal submitted, City Staff has made its recommendation to award to Trident Surfacing Inc. of Miami-Dade Florida in the amount of \$64,890**

**Recommendation to award will be presented for City Council approval on April 17, 2018.**

**David Battaglia  
Purchasing Agent**



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: Yes

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**SUBJECT:** (B7f) Intent to Award ITB18-21- DG Meyer, Inc. - Police Department removal and replacement of chillers (ratification)

**DEPARTMENT:** Public Works

**GOAL:** 2 - Infrastructure

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**RECOMMENDED MOTION:** Move to approve the ratification of bid #18-21 award for the Removal and Replacement of Two Chillers at Port Orange Police Station to D.G. Meyer Inc., Ormond Beach, FL 32173 in the amount of \$192,811; and to authorize the Mayor and City Clerk to execute all required documents.

---

**SUMMARY:** The Public Works responded to a call from the police station on Saturday February 24 about the air conditioning not operating. Staff called the commercial air conditioning vendor under contract with the city. It was discovered that one of the two chillers was not operating and the second chiller was only operating at approximately 30% of its designed output. After much work, the vendor and staff were able to get both units operating but at significantly reduced capacity. Neither unit would be able to provide sufficient service through the upcoming summer months.

These units were originally installed with the construction of the building (approximately 10 years). The units supply air to the entire building with the exception of the evidence room. Upon further investigation into the units, multiple serious issues were found in both units. These units have received routine maintenance and repairs have been ongoing for years. It appears that corrosion is a major issue as well. Replacement is necessary.

The invitation to bid (#18-21) for replacement of both units was released to potential bidders on March 17, 2018. This was solicited as an expedited, 5-day bid. The bid opening was March 23. Four bids were received.

|                               |              |
|-------------------------------|--------------|
| D.G. Meyer                    | \$192,811.00 |
| Air One Heating & Cooling     | \$198,104.00 |
| Air Mechanical & Service Corp | \$219,000.00 |
| Thermaserve                   | \$247,474.83 |

Time for completion and price were major considerations. The purchase order was issued to D.G. Meyer as the lowest, best, responsive bid to ensure the units would be replaced as soon as practical and prior to the summer months. This request is to ratify that bid award.

Project No.: CIP012 Funding Account No.: 317 1000 519 6400

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**ATTACHMENTS:**

|    |                                                                                         |                                                                                             |
|----|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| 1. | DG Meyer Inc Standard Contract for Services                                             | DG Meyer Inc Standard Contract for Services.pdf                                             |
| 2. | POLICE DEPT ITB 18 21 CHILLERS REMOVAL AND REPLACEMENT bid package                      | POLICE DEPT ITB 18 21 CHILLERS REMOVAL AND REPLACEMENT bid package.pdf                      |
| 3. | POLICE DEPT ITB 18 21 CHILLERS REMOVAL AND REPLACEMENT addendum 1 questions and answers | POLICE DEPT ITB 18 21 CHILLERS REMOVAL AND REPLACEMENT addendum 1 questions and answers.pdf |
| 4. | POLICE DEPT ITB 18 21 CHILLERS REMOVAL AND REPLACEMENT BID TAB                          | POLICE DEPT ITB 18 21 CHILLERS REMOVAL AND REPLACEMENT BID TAB.pdf                          |
| 5. | POLICE DEPT ITB 18 21 CHILLERS REMOVAL AND REPLACEMENT intent to award                  | POLICE DEPT ITB 18 21 CHILLERS REMOVAL AND REPLACEMENT intent to award.pdf                  |
| 6. | ITB 18-21 DG MEYER RESPONSE (3.23.18)                                                   | ITB 18-21 DG MEYER RESPONSE (3.23.18) .pdf                                                  |

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Julia Wiggins  
Julia Wiggins  
Ronny Buttrum  
Lynn Stevens  
Tracey Riehm  
Margaret Roberts  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/30/2018  
Approved - 04/02/2018  
Approved - 04/03/2018  
Approved - 04/03/2018  
Approved - 04/04/2018  
Approved - 04/06/2018  
Approved - 04/06/2018  
Final Approval - 04/06/2018

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## CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

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This Standard Contract for Services ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **D.G. MEYER, INC.**, a Florida corporation whose principal address is 345 Madison Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with the removal of two (2) Carrier chillers, Model #: 30RBA15062803-3, Serial #'s: 5008Q72424 and 5008Q72420; and supply (2) new 150-ton Rotary Scroll Chillers equivalent or better than units removed and install onto existing pads and re-connect to existing piping, power and controls, and as further specified in Intent to BID 18-21 ("ITB 18-21") scope of work, attached hereto as Exhibit "1," at the Police Department located at 4545 Clyde Morris Boulevard. Contractor shall check, test and start the new units to assure compliance with manufacturer's specifications. Contractor's unit pricing includes the cost of a crane to remove/replace units and disposal of units. A complete copy of ITB 18-21 and Contractor's Proposal is available in the Office of the City Clerk

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the last date the Contract is signed by the Parties and shall continue until September 30, 2018 (the "Term").

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor in an amount not to exceed One Hundred Ninety-Two Thousand Eight Hundred Eleven and 00/100 Dollars (\$192,811.00), during the term of this Contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Liens. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Contract Administration. The Public Work & Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

6. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - (1) the cost of work performed or supplies delivered;
  - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
  - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 21 of this contract concerning disputes.

7. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.



(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG**

11. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

**[Remainder of page intentionally left blank]**



| <b>Standard Insurance Requirements</b> |                                                                                                             |                                                                                                                                                                                            |                                                                                                                                                                                                                                                                          |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | <b>Insurance</b>                                                                                            | <b>Standards</b>                                                                                                                                                                           | <b>Additional Requirements</b>                                                                                                                                                                                                                                           |
| <input checked="" type="checkbox"/>    | Workers' Compensation<br><br><u>Additional Coverage:</u>                                                    | <u>Limits:</u> Coverage A - Statutory<br>Coverage B - \$100,000<br><br>All States (Broad Form)<br>Voluntary Compensation                                                                   | <input type="checkbox"/> If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br><input type="checkbox"/> If vessels involved, Jones Act coverage with limits of \$500,000 required.                            |
| <input checked="" type="checkbox"/>    | Comprehensive General Liability (including Completed Operations and Contractual Liability)                  | <u>Limits:</u> Combined Single Limit Bodily Injury and Property damage<br>\$500,000 occurrence<br>\$1,000,000 Aggregate                                                                    | <input type="checkbox"/> When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| <input checked="" type="checkbox"/>    | Comprehensive Business, Automobile Liability to include all automobiles.<br><br><u>Additional Coverage:</u> | <u>Limits:</u> Auto Liability Bodily Injury:<br>\$200,000 each person<br>\$300,000 each occurrence.<br>Property Damage Liability<br>\$100,000 each occurrence.<br><br>Non-Owned, Hired Car | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage                                                                                                                                                                                                 |

| <b>Additional Insurance Requirements</b> |                                                                                        |                                                                                                                                                                                   |                                                                                                                                                                  |
|------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/>      | Property Insurance<br>Builders Risk.<br><br><u>Additional Coverage:</u>                | <u>Limits:</u> Buildings - Completed value of Contract.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| <input type="checkbox"/>                 | Professional Liability                                                                 | <u>Limits:</u> Coverage - \$1,000,000 minimum.                                                                                                                                    |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Installation Floater (IT)                                                              | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Contractor Pollution Liability                                                         | <u>Limits:</u> Coverage - \$ <u>1,000,000.00.</u>                                                                                                                                 |                                                                                                                                                                  |
| <input type="checkbox"/>                 | Errors and Omissions                                                                   | <u>Limits:</u> Coverage - \$ <u>To be determined.</u>                                                                                                                             |                                                                                                                                                                  |
| <input checked="" type="checkbox"/>      | Payment and Performance Bond Required                                                  | <u>Limits:</u> Coverage - Equal to amount of Contract.                                                                                                                            |                                                                                                                                                                  |
| <input type="checkbox"/>                 | <b>Department Head waives Payment and Performance Bond for work under \$25,000.00.</b> |                                                                                                                                                                                   |                                                                                                                                                                  |

- |                          |                                                                                                                                                                                                                                                     |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Unless otherwise required by law, Department Head waives Insurance for work described as follows:<br>(check at least one)<br><input type="checkbox"/> under \$25,000.00<br><input type="checkbox"/> including goods F.O.B. the place of destination |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

23. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. Controlling Law. **THIS CONTRACT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE CONTRACT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

26. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

27. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

28. Notice. For purposes of this Contract, notices shall be sent as follows:

City: City of Port Orange  
Attention: City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501

Copy to: City of Port Orange  
Attention: Lynn Stevens, Public Works & Utilities Director  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5575

Contractor: D.G. Meyers, Inc.  
Attention: Joseph E. Berger, President  
P.O. Drawer 730008  
Ormond Beach, Florida 32173  
(386) 253-7774 – Telephone  
(386) 255-9431 – Facsimile  
[dlewis@dgmeyer.com](mailto:dlewis@dgmeyer.com)

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

29. Contract Construction

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.

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

***[Remainder of this page intentionally left blank]***



Witnesses:

D.G. MEYER, INC.

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph E. Berger, 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 Joseph E. Berger, as President of D.G. Meyer, Inc., a Florida 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. Burnett, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Donald O. Burnett, 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:*



ORANGE

"ATTACHMENT 1" ITB 18-21 SCHEDULE OF UNIT PRICING  
BID FORM

REMOVAL AND REPLACEMENT OF TWO CHILLERS  
AT THE PORT ORANGE POLICE STATION

ITB # 18-21

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: D G Meyer, Inc

CONTACT PERSON: Daniel lewis

EMAIL ADDRESS: dlewis@dgmeyer.com

AUTHORIZED SIGNATURE: *Daniel Lewis*

| ITEM                                                                                                                                                                  | QTY | DESCRIPTION                                                                                                                                                                                            | PRICE         | BASE BID                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------|
| 1                                                                                                                                                                     | LS  | Individually remove two (2) Carrier chillers, Model #30RBA15062803-3, serial numbers 5008Q72424 and 5008Q72420. Supply two (2) new 150-ton Rotary Scroll Chillers per specifications in bid documents. | \$ 192,811.00 | \$ 192,811.00            |
| COMPLETION TIME AFTER NOTICE TO PROCEED                                                                                                                               |     |                                                                                                                                                                                                        |               | 6-8 weeks shipment       |
| SHALL WARRANTY THE ABOVE PARTS AND LABOR FOR                                                                                                                          |     |                                                                                                                                                                                                        |               | 1 year/2nd-5th comp only |
| Basis for Award: Other factors that will be considered besides lowest price are:<br>A. Ability to meet the specifications and requirements.<br>B. Time of completion. |     |                                                                                                                                                                                                        |               |                          |



### **SECTION 3 – SCOPE OF WORK**

#### **REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION**

##### **Overview**

This is a turn-key project to remove two Chillers and replace with new units at the City of Port Orange Police Department, 4545 Clyde Morris Blvd., Port Orange, FL 32129. The new units must be rated for coastal environment. This is a critical path project and time is of the essence to complete this project. The successful bidder will be required to work expeditiously to complete the work.

There will be only two (2) site visits for this project: **Tuesday, March 20, 2018 10:00 A.M.** and **Thursday, March 22, 2018 10:00 A.M.**

##### **Scope-of-work:**

Individually remove two (2) Carrier chillers, Model #30RBA15062803-3, serial numbers 5008Q72424 and 5008Q72420. Supply two (2) new 150-ton Rotary Scroll Chillers equivalent or better than units removed and install onto existing pads and re-connect to existing piping, power and controls. Check, test and start the new units to assure compliance with manufacturer's specifications. Include the cost of a crane to remove/replace units. Dispose of removed units.

##### **Basis-of-design:**

- AHRI Performance: 140.0 Tons, Full Load 10.1 EER, IPLV > 14.0 EER
- Electric Requirements: 313.3 MCA, 350.0 MOCP, 350.0 Rec Fuse
- AHRI Standard 550/590 Certified
- ASHRAE 90.1 Compliant
- Rotary scroll compressors with Across-the-Line starters
- Two independent refrigerant circuits with automatic lead/lag
- Full factory-charge of R-410a refrigerant and oil
- Shell and tube heat exchanger
- 1" cooler insulation, suction line insulation, freeze protection and chiller water flow protection
- All-aluminum condenser coil construction with 3-years parts warranty
- E-coated condenser coils capable of withstanding an 8,000-hour salt-spray test
- Complete pump package with all valves and strainers factory installed and tested
- Constant volume, dual pump, 7.5 HP, 240 GPM at minimum 60 ft. head, verify inclusion of VFD to balance and run low flow rates under low load conditions
- Low-sound condenser fans
- Single point power connection
- Control power transformer
- 5,000-amp short circuit current rating (SCCR)
- Loss of charge, reverse rotation, thermal overload, high-pressure, electrical overload, short-cycle protection
- Microprocessor controls with user interface compatible with existing controls and remote start/stop

- Interface cards to be supplied, installed, and programed for control system
- Factory run test with report
- Start-up by a factory technician
- First-year complete unit parts, labor and refrigerant warranty
- Second-fifth year compressor parts only warranty
- The cabinet shall be capable of withstanding 2,000 hours of salt-spray test
- Fan safety guards shall be coated against salt-spray

### **Responsibilities**

The contractor will be responsible for:

- Remove two malfunctioning ground-based units
- Provide cranes, MOT, rigging, tools, etc. necessary to remove old units and install new units
- Provide two new units as outlined in these specifications
- Connect the new units to the existing piping, duct work, electrical, and control systems
- Provide all equipment/bolts/etc. required to install the units
- Ensure proper disposal of old units
- Secure any permits required
- Sanitary facilities for all workers (no entrance will be allowed into the secured building with a police escort)
- Disposal of all trash, debris, etc.
- Provide city with name and photo identification of all employees working on the job site for approval prior to reporting to the work site
- Provide the city documentation of proper background check for all employees and/or contractors working on the police department site for approval prior to reporting to the work site. A background checked supervisor will be on site at all times during the project.

**\*\*\*END OF SCOPE\*\*\***

# EXHIBIT “2”

PAYMENT AND PERFORMANCE BOND

Consisting of 4 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

**PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** \_\_\_\_\_

---

**PRINCIPAL:**

Developer or Contractor: D.G. Meyer, Inc.  
Principal Business Address: 345 Mason Avenue  
Daytona Beach, Florida 32114  
Contact Person: Joseph E. Berger, President  
Phone Number: (386) 253-7774

---

**SURETY:**

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

---

**OWNER:** City of Port Orange, Florida, a chartered municipal corporation  
1000 City Center Circle  
Port Orange, Florida 32129-4144  
Contact Person: City Manager  
Phone Number: (386) 506-5501

---

**Amount:** \$192,811.00

**City Case/ ITB 18-21**

**Description of Work:** ITB 18-21 Removal and Replacement of 2 Chillers at Police Department

**Project Location:** 4545 Clyde Morris Boulevard, Port Orange, Volusia County, Florida

**Legal Description:** 4545 Clyde Morris Boulevard, Port Orange, Volusia County, Florida  
Parcel ID#: 6307-00-00-0012  
*See Attached Exhibit "A"*

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

**City of Port Orange Police Department  
4545 Clyde Morris Boulevard, Port Orange, FL 32127**

**Full Parcel ID:**

07-16-33-00-00-0012

**Short Parcel ID:**

6307-00-00-0012

**Legal Description:**

A portion of the Parcel ID listed above.

**EXHIBIT "A"**

D.G. Meyer, Inc.  
ITB 18-21 Removal and Replacement of 2 Chillers at Police Department

Bond No. \_\_\_\_\_

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR  
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, D.G. MEYER, INC., as Principal, and \_\_\_\_\_, a corporation, as Surety, are bound to CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **ONE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED ELEVEN AND 00/100 DOLLARS (\$192,811.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of \_\_\_\_\_, 2018, entered into by and between the Principal and the City, for Removal and Replacement of two (2) Chillers at Police Department, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed, and shall be deemed an original, this \_\_\_\_\_, day of \_\_\_\_\_, 2018.

Attest:

D.G. MEYER, INC.  
(Principal)

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_  
Joseph E. Berger, President

\_\_\_\_\_  
(Witness to Principal)

(Corporate Seal)

\_\_\_\_\_  
(Witness to Surety)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
(Attorney-in-Fact)

(Corporate Seal)

NOTE: Date of BOND must not be prior to date of Contract. If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.

CITY OF PORT ORANGE, FLORIDA

**INVITATION TO BID**

**REMOVAL AND REPLACEMENT OF TWO CHILLERS AT  
THE PORT ORANGE POLICE STATION**

**ITB #18-21**

**EXPEDITED PURCHASE**



City of Port Orange Purchasing Division

Prepared by: David Battaglia, Purchasing Agent

Release Date: March 17, 2018

**Bid Due Date and Time: March 23, 2018 at 2:30 P.M.**

City of Port Orange, Florida  
1000 City Center Circle  
Port Orange, FL 32129  
(386) 506-5718

[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

[www.port-orange.org](http://www.port-orange.org)





## Legal Notice to Proposers

### ITB #18-21 REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION

Notice is hereby given that the City of Port Orange is soliciting bids for **ITB #18-21 REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION**. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on March 23, 2018** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at **2:30 P.M.** in Council Chambers.

**DESCRIPTION:** This is a turn-key project to remove two Chillers and replace with new units at the City of Port Orange Police Department, 4545 Clyde Morris Blvd., Port Orange, FL 32129.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at [www.municode.com](http://www.municode.com). Local vendors may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia the City of Port Orange website at [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and (DemandStar) via their website at [www.demandstar.com](http://www.demandstar.com). All questions shall be directed **in writing** to the Purchasing Agent, David Battaglia, [dbattaglia@port-orange.org](mailto:dbattaglia@port-orange.org) or [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org) and reference "Questions on ITB #18-21 REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION" in the subject line. Last day for questions will be **March 21, 2018 at 12:00 P.M.**

All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

**NO** bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

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

Bids shall be **submitted to the City Clerk's office** with one (1) original copy, addressed to David Battaglia, Purchasing Agent, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #18-21 REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION."**

David Battaglia, Purchasing Agent  
Legal Ad - One Time – **March 17, 2018**

**[Remainder of this page left intentionally blank]**

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



**SEALED BID • DO NOT OPEN**

|                            |                                                                                                                                                                                 |
|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SEALED BID NO.</b>      | <b>ITB #18-21</b><br>_____                                                                                                                                                      |
| <b>BID TITLE:</b>          | <b>REMOVAL AND REPLACEMENT OF TWO CHILLERS AT<br/>THE PORT ORANGE POLICE STATION</b><br>_____                                                                                   |
| <b>DUE DATE/TIME:</b>      | <b>EXPIDITED PURCHASE<br/>March 23, 2018 at 2:30 P.M.</b><br>_____                                                                                                              |
| <b>SUBMITTED BY:</b>       | _____<br><b>(Name of Company)</b>                                                                                                                                               |
| <b>DELIVER TO:</b>         | <b>City of Port Orange City Clerk's Office<br/>Attn: David Battaglia<br/>Purchasing Agent<br/>Finance Department<br/>1000 City Center Circle<br/>Port Orange, Florida 32129</b> |
| <b>DATE/TIME RECEIVED:</b> | _____<br><b>(To be stamped by Clerk's Office)</b>                                                                                                                               |

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## **SECTION 1 – PURPOSE AND OVERVIEW**

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of removal and replacement of two chillers at the Port Orange Police Station. This is an expedited purchase. Due to the nature of requirements, time is of the essence. Therefore, response time has been shortened.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

**[Remainder of this page left intentionally blank]**

## **SECTION 2 – INSTRUCTIONS TO BIDDERS**

Firms or companies (Vendor) desiring to provide services, as described herein shall submit sealed bids, including one original copy, in conformance with the detailed submittal instructions.

### **TIMELINE (Local Time):**

*The City reserves the right to alter dates as needed.*

Date of Distribution: .....March 17, 2018

Deadline for Questions: .....March 21, 2018 by 12:00 P.M.

Final Addendum Posting: .....March 21, 2018 by 5:00 P.M.

**Bids Due: ..... March 23, 2018 by 2:30 P.M.**

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office  
Attn: David Battaglia, Purchasing Agent  
Finance Department  
1000 City Center Circle  
Port Orange, Florida 32129

Sealed Bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Bids shall be sealed and Vendors shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Vendor
- d) Address of Vendor

Due to the timing of mail service, the City cautions Vendors to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

**Vendors are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.**

Offers by telephone, email or telegram shall not be accepted. Also, Vendors are instructed NOT to fax their bid package. **Faxed bids shall be rejected as non-responsive regardless of where or when the fax is received.**

All Bids will be opened publicly and the names of all Vendors shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

The City of Port Orange reserves the right to reject any or all Bids or parts of Bids if it is in the best interest of the City.

**QUESTIONS REGARDING THIS ITB:**

All questions shall reference "ITB #18-21 REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Battaglia  
Purchasing Agent  
1000 City Center Circle  
Port Orange, FL 32129  
[dbattaglia@port-orange.org](mailto:dbattaglia@port-orange.org) or  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

**ADDENDA REGARDING THE INVITATION TO BID:**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Vendors should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Vendor's responsibility to be sure all correct number of addenda was received. The Vendor should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid.

Written responses, in the form of an addendum, will be provided via the City website [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) and Demand Star websites. [www.demandstar.com](http://www.demandstar.com).

**The city of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.**

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Vendor or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Vendor or third party have any standing to sue or cause of action arising therefrom.

**CLARIFICATIONS:**

It is the Vendor's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award. Vendors must contact the Purchasing Representative, at the email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

**MINIMUM QUALIFICATIONS:**

Vendors shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Vendors must be properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided "Professional References" form. Failure to provide references that verify required experience will cause the Vendor to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

**NO LOBBYING:**

All Vendors are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Vendors and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted Bids for this project. Any Vendor contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

**PRICING SHEETS:**

Pricing sheets/Bid Forms are to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

**EXCEPTIONS TO SPECIFICATIONS:**

If taking exception to any portion of the ITB specifications, the Vendor must indicate those exceptions as stated on the Vendor's Acknowledgement Form.

**BID SUBMISSION AND WITHDRAWAL:**

Unless otherwise specified, Vendor shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Vendors. Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**CORRECTION OF BIDS:**

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Vendors shall not be allowed to modify their Bids after the opening time and date.

**WITHDRAWAL OF BIDS:**

**NO** Bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Vendor in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

**OPENING OF BIDS:**



Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Purchasing Department for the premature opening of a Bid not properly addressed and identified.

**LITIGATION HISTORY:**

The City will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non-responsive by the Purchasing Manager.

**DEBARMENT HISTORY:**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

**REJECTION OF BIDS:**

The City reserves the right to reject any and/or all Bids when such rejection is in the best interest of the City.

**BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS:**

All documents resulting from this project will become the sole property of the City of Port Orange. The Vendor must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA):**

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

**[Remainder of this page left intentionally blank]**

### **SECTION 3 – SCOPE OF WORK**

#### **REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION**

##### **Overview**

This is a turn-key project to remove two Chillers and replace with new units at the City of Port Orange Police Department, 4545 Clyde Morris Blvd., Port Orange, FL 32129. The new units must be rated for coastal environment. This is a critical path project and time is of the essence to complete this project. The successful bidder will be required to work expeditiously to complete the work.

There will be only two (2) site visits for this project: **Tuesday, March 20, 2018 10:00 A.M.** and **Thursday, March 22, 2018 10:00 A.M.**

##### **Scope-of-work:**

Individually remove two (2) Carrier chillers, Model #30RBA15062803-3, serial numbers 5008Q72424 and 5008Q72420. Supply two (2) new 150-ton Rotary Scroll Chillers equivalent or better than units removed and install onto existing pads and re-connect to existing piping, power and controls. Check, test and start the new units to assure compliance with manufacturer's specifications. Include the cost of a crane to remove/replace units. Dispose of removed units.

##### **Basis-of-design:**

- AHRI Performance: 140.0 Tons, Full Load 10.1 EER, IPLV > 14.0 EER
- Electric Requirements: 313.3 MCA, 350.0 MOCP, 350.0 Rec Fuse
- AHRI Standard 550/590 Certified
- ASHRAE 90.1 Compliant
- Rotary scroll compressors with Across-the-Line starters
- Two independent refrigerant circuits with automatic lead/lag
- Full factory-charge of R-410a refrigerant and oil
- Shell and tube heat exchanger
- 1" cooler insulation, suction line insulation, freeze protection and chiller water flow protection
- All-aluminum condenser coil construction with 3-years parts warranty
- E-coated condenser coils capable of withstanding an 8,000-hour salt-spray test
- Complete pump package with all valves and strainers factory installed and tested
- Constant volume, dual pump, 7.5 HP, 240 GPM at minimum 60 ft. head, verify inclusion of VFD to balance and run low flow rates under low load conditions
- Low-sound condenser fans
- Single point power connection
- Control power transformer
- 5,000-amp short circuit current rating (SCCR)
- Loss of charge, reverse rotation, thermal overload, high-pressure, electrical overload, short-cycle protection
- Microprocessor controls with user interface compatible with existing controls and remote start/stop

- Interface cards to be supplied, installed, and programmed for control system
- Factory run test with report
- Start-up by a factory technician
- First-year complete unit parts, labor and refrigerant warranty
- Second-fifth year compressor parts only warranty
- The cabinet shall be capable of withstanding 2,000 hours of salt-spray test
- Fan safety guards shall be coated against salt-spray

### **Responsibilities**

The contractor will be responsible for:

- Remove two malfunctioning ground-based units
- Provide cranes, MOT, rigging, tools, etc. necessary to remove old units and install new units
- Provide two new units as outlined in these specifications
- Connect the new units to the existing piping, duct work, electrical, and control systems
- Provide all equipment/bolts/etc. required to install the units
- Ensure proper disposal of old units
- Secure any permits required
- Sanitary facilities for all workers (no entrance will be allowed into the secured building with a police escort)
- Disposal of all trash, debris, etc.
- Provide city with name and photo identification of all employees working on the job site for approval prior to reporting to the work site
- Provide the city documentation of proper background check for all employees and/or contractors working on the police department site for approval prior to reporting to the work site. A background checked supervisor will be on site at all times during the project.

**\*\*\*END OF SCOPE\*\*\***

## **SECTION 4 – STANDARD PURCHASE DEFINITIONS**

The City will use the following definitions in instructions to bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.

15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a

- Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A

- response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)



## **SECTION 5 – GENERAL TERMS AND CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by the SPECIAL REQUIREMENTS/INSTRUCTIONS OR OTHER DATA CONTAINED HEREIN.**

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

### **1. ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

### **2. ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the quantity of addenda received on the "Vendor Acknowledgment Form" and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Vendor to ensure all addenda have been received prior to submitting a bid. All Addenda shall be posted by the CITY on [www.demandstar.com](http://www.demandstar.com).

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

### **3. ADDITIONAL GOODS**

Products, Materials and Goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Vendor affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this Response is in all respects fair, and without collusion or fraud. Additionally, Vendor agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for the Vendor. In submitting a Response to the City of Port Orange, the Vendor offers and agrees that if the Response is accepted, the Vendor shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the Contract, the Vendor agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Vendor from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:**

A Florida corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Vendor is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager.

A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement.

A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Results from the evaluation committee will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all proposals, or to waive any informality or technicality in proposals received as deemed to be in the best interest of the City.

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, Contract, proposal or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT:**

When a bid received has been determined to be satisfactory, a Contract will be awarded or Purchase Order issued to the lowest responsible Bidder within the time designated in the Contract Documents.

The Bidder(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified

10. **BID RETURNS**

Vendors shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Vendors unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time period established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or

welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

12. **BID/PROPOSAL TABULATION**

Vendors who wish to receive a copy of the bid/proposal tabulation may obtain it via [www.demandstar.com](http://www.demandstar.com) or on the City of Port Orange website, Bid Opportunities page at [www.port-orange.org/bids.aspx](http://www.port-orange.org/bids.aspx) or by email [purchdiv@port-orange.org](mailto:purchdiv@port-orange.org).

13. **BONDS**

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate page explaining those requirements. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount. Payment and Performance Bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount. Upon award, the successful Vendor may also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond which will be recorded by the City, at the Vendor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida, and to enter into a written contract with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the Vendor's expense in the Office of the Clerk of the Circuit Court, Volusia County, Florida. All bonds no matter which kind, are advertised in the Solicitation which appears in the newspaper. Unsuccessful Vendors are entitled to the return of their surety where the Purchasing Manager has required such. A successful Vendor shall forfeit any surety required by the Purchasing Manager upon failure on the part of the Vendor to enter into a contract within the time specified after the award of bid.

14. **CERTIFICATE OF INSURANCE**

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified

under the insurance requirements of this solicitation, and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

16. **CHANGE ORDER REQUEST NOTIFICATION**

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar day's advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

17. **CLEAN UP**

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged.

If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

18. **CONDUCT OF VENDORS**

All Vendors or individuals acting on behalf of a Vendor are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Vendor. All Vendors or individuals acting on behalf of a Vendor are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Vendor. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

19. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award.

The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Vendors must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Vendor's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

21. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

22. **CONTRACT**

Any acquisition above the \$25,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

23. **CONTRACT OBLIGATION**

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Vendor. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Vendor. Any price escalations are limited to those stated by the Vendor on the original Response.

25. **COOPERATIVE PURCHASING**

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. **COPYRIGHT AND PATENT RIGHTS**

Vendor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Vendor agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

27. **COST INCURRED BY VENDOR**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Vendor. No payment shall be made for any response received, nor for any other effort required of or made by the Vendor prior to commencement of work as defined by the contract approved by the City Council.

28. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the County's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the County must be completed within one week of discovery.

29. **DEBARMENT HISTORY**

The City will consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Vendor's debarment history is an issue of responsibility, the failure to provide debarment history as required in the Proposal Submittal and Requirements Section may result in a recommendation of non-responsive by the Purchasing Manager.

30. **DEFAULT PROVISIONS**

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility.

Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Vendor shall clearly state in the Response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this Response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the vendor in default.

Upon approval of a contract, the vendor is obligated to deliver the goods to the destination specified in the Solicitation or the Purchase Order and bears the risk of loss until delivery. If this Solicitation or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the Solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this Competitive Solicitation shall prevail.

When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Vendor to meet the contract delivery dates will be cause for removal of the Vendor from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

32. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER**

In determining the lowest and best responsible Bidder/Proposer, in addition to price, there will be considered the following:

- a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
- b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
- c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
- d. The quality of performance of previous contracts.
- e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.



- f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.
- g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
- i. The number and scope of conditions attached to the bid.
- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Vendors must disclose with their Response the name of any officer, director, or agent who is also an employee of the City. Further, all Vendors must disclose the name of any employee who owns, directly or indirectly, an interest in the Vendor's firm or any of its branches. The Vendor shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Vendor. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Vendor shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

34. **DISQUALIFICATION OF BIDDER/PROPOSER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any vendor's name from the list of qualified Bidders. Normally the removal of a vendor from the vendor list is done after nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

35. **EVALUATION**

Evaluation shall be used as a determinant as to which Response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All Responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all Solicitation requirements, delivery and needs of the using department are considerations in evaluating Responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any

Bidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Vendor must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Vendor that are required to be signed by the City. If exceptions are not stated by the Vendor, in his bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Vendor on an attachment included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

37. **E-VERIFY**

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. **FACILITIES**

The City reserves the right to inspect the Vendor's facilities at any time.

39. **FAILURE TO RESPOND**

If the vendor elects not to bid, please return the enclosed "Bidder Acknowledgement Form" by the bid due date, and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting a "Statement of No Bid", three (3) times, shall result in the vendor's name being removed from the City's mailing list.

40. **FINANCIAL STABILITY**

Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

41. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Vendors shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at [www.municode.com](http://www.municode.com).

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug-Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. **IDENTICAL TIE BIDS**

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more Responses that are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a Response received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

47. **INDEMNIFICATION/HOLD HARMLESS**

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property

directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

48. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

The Vendor represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his employees to be an employee of the City. Therefore, the Vendor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Vendor shall further understand that the City cannot save and hold harmless and or indemnify the Vendor and/or the Vendor's employees against any liability incurred or arising as a result of any activity of the Bidder/Proposer or any activity of the Vendor's employees performed in connection with the Contract.

49. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Vendor cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

50. **INSURANCE**

If required upon execution of a contract, the Vendor shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Vendor to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

If required the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor's

insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

| Insurance                                                                                                          | Limits: Standards                                                                                                                                                                     | Comments                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Workers' Compensation</p> <p><u>Additional Coverage:</u></p>                                                    | <p>Coverage A - Statutory<br/>Coverage B - \$100,000</p> <p>All States (Broad Form)<br/>Voluntary Compensation</p>                                                                    | <p>If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.</p>                                                                |
| <p>Comprehensive General Liability (including Completed Operations and Contractual Liability)</p>                  | <p>Combined Single Limit Bodily Injury and Property damage<br/>\$500,000 occurrence<br/>\$1,000,000. Aggregate</p>                                                                    | <p>When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.</p> |
| <p>Comprehensive Business, Automobile Liability to include all automobiles.</p> <p><u>Additional Coverage:</u></p> | <p>Auto Liability Body Injury:<br/>\$100,000 each person,<br/>\$300,000 each occurrence.<br/>Property Damage Liability<br/>\$100,000 each occurrence.</p> <p>Non-Owned, Hired Car</p> | <p>Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage</p>                                                                                                                                                                                  |

|                                                                         |                                                                                                                                                                     |                                                                                                                                                                      |
|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Property Insurance<br>Builders Risk.<br><br><u>Additional Coverage:</u> | Buildings - Completed value of contract.<br><br>"All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| Professional Liability<br>(Errors & Omissions)                          | Coverage <del>\$1,000,000</del><br>minimum                                                                                                                          |                                                                                                                                                                      |

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Vendor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Vendors should state any payment discount in the space provided on the bid form for construction services.

54. **IRREVOCABILITY OF RESPONSES**

Each Vendor agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Vendor.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the Response Due Date and time are late and shall not be considered. Modifications received after the Response Due Date are also late and shall not be considered. Letters of withdrawal received after the Response Due Date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and Solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

Upon execution of a contract, the successful Vendor shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port

Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

57. **LICENSES, PERMITS AND TAXES**

The Vendor shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Vendor shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no particular brand, model or make is specified, Vendors shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

59. **LOCAL PREFERENCE**

In accordance with City of Port Orange City Code 2-275, except where federal or state law, or any other funding source, mandates to the contrary, the City shall give preference to local businesses in the following manner:

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
- (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.

- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Port Orange Business** means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

**Volusia County Business** means a business having its headquarters and principal place of business within the County of Volusia, and not within the City of Port Orange, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of Volusia County.

**Florida Business** means a business having its headquarters and principal place of business within the State of Florida, and not within Volusia County, at least twelve (12) months prior to the bid or proposal opening date, as evidenced by a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within the limits of the State of Florida.

60. **MAINTENANCE**

Maintenance required for equipment Solicitation is preferred to be available in the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Vendors may offer items of equal stature and the burden of proof of such stature rests with the Vendor, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. **NON-EXCLUSIVITY OF CONTRACT**

The selected Vendor understands and agrees that any resulting contractual relationship is non-exclusive and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.



64. **NON-PERFORMANCE:**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default.

In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

- (a) All Vendors awarded contracts from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.
- (b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Vendor(s).

68. **PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. **PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

70. **PREPARATION OF RESPONSES**

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, and Drug Free Preference Statement must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Vendor shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. **POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

72. **PRICING**

The Vendor certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form.

Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Vendor shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid.

When submitting Bids/Proposals based on a Lump Sum basis, Vendors shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

73. **PRODUCTS/ESTIMATES:**

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract.

There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. **PROPRIETY INFORMATION**

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Vendor during the term of contract, and the Vendor shall be held responsible for any damage to the property occurring by reason of his operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted vendor list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Vendor to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Vendors will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither Vendors, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Vendors, but the new law limits public attendance to portions of such meetings.

79. **PURCHASE ORDER AND DELIVERY**

The successful Vendor shall not deliver products or provide services without a City of Port Orange Purchase Order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. **QUESTIONS, INTERPRETATIONS**

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. **RECORDS/AUDIT**

The Vendor shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

83. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

84. **REJECTING OF RESPONSES, REBIDDING**

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final Solicitation selection, Vendors may be required to submit additional information which the City may deem necessary to further evaluate the Vendor's qualifications to perform under the terms of the Solicitation and subsequent Contract.

86. **REVIEW OF RESPONSES/SUBMISSIONS**

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the

requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

87. **RIGHT OF NEGOTIATION RFP/RFSQ/ITN**

The City reserves the right to negotiate with the selected Vendor the exact terms and conditions of the Contract.

88. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

89. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All Responses, inquiries, or correspondence relating to or in reference to a Solicitation, and all reports, charts, and other documentation submitted by Vendors shall become the property of the City when received.

90. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Vendor shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Vendors are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

91. **SAMPLES**

Samples, when requested, must be furnished at, or before, Response opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Vendor's request, be returned within thirty (30) days after bid award at the Vendor's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

92. **SEPARATION AND DISTRIBUTION**

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. **SIGNATURE REQUIRED**

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed Response is considered an offer on the part of the Vendor, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Vendor, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Vendor after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: David Battaglia, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

Bids (Envelope/Package) shall contain one (1) original and one (1) digital (Cd or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number and name of the Vendor.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Vendor shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Vendor shall provide follow-up evidence that the Vendor maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

99. **SUBCONTRACTING**

The Vendor will not sub-contract, or enter into any subcontracting agreements pertaining to this contract, without obtaining approval from the City of Port Orange.

100. **SUPPLEMENTAL MATERIALS**

Vendors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Vendor wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Vendor's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time period, the term will be given in the bid specifications.

103. **TERMINATION**

The City of Port Orange reserves the right to terminate the contract for default if the Vendor breaches any of the terms therein, including warranties of the Vendor or if the Vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Vendor with a written



notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

104. **TERMINATION - NOTICE**

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the vendor notice thirty days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The Vendor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the Purchase Order as a "Deliver To:" address.

106. **UNBALANCED BID**

A mathematically unbalanced bid is where a bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced Bids will be rejected if the prices are deemed materially unbalanced.

107. **USE OF SOLICITATION FORMS**

The Vendor shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A."

Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response.

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

The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Vendor's Acknowledgement Form contained in each Solicitation.

108. **VARIANCES**

For purposes of Response evaluation, Vendors must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Vendor will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated, or

referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

109. **VENDOR'S PRODUCT OR SERVICES**

The Vendor's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the vendor warrants that it has a clear title to the product being delivered.

- a. If the Vendor is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Vendor shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Vendor.
- c. In furnishing the service or product to the City, the Vendor shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

110. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Responses will be considered. However, the City reserves the right to waive formalities or informalities in Responses, to reject, with or without cause, any or all Responses or portions of Responses, or to interview or not interview individual Vendors, and to accept any Responses or portions of Responses deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

111. **WARRANTIES**

Vendors shall furnish all data pertinent to warranties or guarantees which may apply to items in the Response. Vendors may not limit or exclude any implied warranties. The Vendor warrants that product sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Vendor's expense. If the Vendor fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Vendor's expense.

## **SECTION 6 – SPECIAL CONDITIONS**

### **PERIOD OF OFFER VALIDITY:**

Bids offered in this ITB must remain firm for a period of ninety (90)Days from the ITB opening date.

### **ELIGIBILITY OF VENDOR:**

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

**NOTICE:** The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

### **PAYMENT & PERFORMANCE BONDS**

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirement of Florida law. The City will bill the cost of recording to the contractor.

### **BASIS FOR AWARD**

Other factors that will be considered besides the lowest price are:

- A. Ability to meet the specifications and requirements.
- B. Time of completion.

**[Remainder of this page left intentionally blank]**

## **SECTION 7 – REQUIRED FORMS**

### **FORM 7.1 – BID SUBMITTAL CHECKLIST**

\_\_\_\_\_ Form 7.2 – Vendor’s Acknowledgement

\_\_\_\_\_ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

\_\_\_\_\_ Form 7.4 – Drug Free/Tie Preference Statement

\_\_\_\_\_ Form 7.5 – Public Entity Crimes Statement

\_\_\_\_\_ Form 7.6 – Affidavit of Anti-Collusion

\_\_\_\_\_ Form 7.7 – Local Business Affidavit of Eligibility

\_\_\_\_\_ Attachment 1 – Bid Proposal

\_\_\_\_\_ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: \_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

***This document must be completed and returned with your Submittal***

## **FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

### **NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
NAME OF BUSINESS

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
CITY, STATE & ZIP CODE

\_\_\_\_\_  
NAME, TITLE, TYPED

\_\_\_\_\_  
TELEPHONE NUMBER / FAX NUMBER

\_\_\_\_\_  
FEDERAL IDENTIFICATION #

\_\_\_\_\_  
E-MAIL ADDRESS

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced ad identification and who did take an oath.

***This document must be completed and returned with your Submittal***

**FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

\*\*\*\*\*

\_\_\_\_\_  
Name of Business  
  
By: \_\_\_\_\_  
Printed \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
  
\_\_\_\_\_  
STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_  
(NAME) (TITLE)  
\_\_\_\_\_, and who:  
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☐ is personally known to me; or  
☐ has produced \_\_\_\_\_ as identification.

***This document must be completed and returned with your Submittal***

## FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
(NAME) (TITLE)

\_\_\_\_\_ and who:  
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**This document must be completed and returned with your Submittal**

Printed, typed or stamped name, commission and expiration:

**FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

\_\_\_\_\_  
Name of Business

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ and who:

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

Printed, typed or stamped name, commission and expiration:

***This document must be completed and returned with your Submittal***



**FORM 7.6 – ANTI-COLLUSION FORM**

**ANTI-COLLUSION STATEMENT BID FORM:**

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

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

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

NAME OF FIRM: \_\_\_\_\_

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

PRINTED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

COMPLETION TIME: \_\_\_\_\_

F.E.I.N. NUMBER: \_\_\_\_\_

**NO** Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

**NO BID (REASON):** \_\_\_\_\_

\_\_\_\_\_

***This document must be completed and returned with your Submittal***

**FORM 7.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY**

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida*

**THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

CONTACT PERSON/TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

Length of Time at Address Provided: \_\_\_\_\_

Physical Presence of Business:    ☐ Headquarters,    ☐ Manufacturing Facility, or    ☐ Locally Owned Franchise

And within Legal Boundaries:        ☐ The City of Port Orange        ☐ Volusia County        ☐ The State of Florida

FEIN (Federal Employer Identification Number): \_\_\_\_\_

BUSINESS STRUCTURE:        ☐ Corporation        ☐ LLC        ☐ Partnership        ☐ Sole Proprietorship

☐ Other (Specify): \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**\*\*Please attach a valid business tax receipt, or other such documentation\*\***

**ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared \_\_\_\_\_ who, after being sworn according to law, stated that he or she was authorized to represent \_\_\_\_\_ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

**(Form 7.7 – Local Business Affidavit of Eligibility – Page 2)**

SWORN AND SUBSCRIBED BEFORE ME

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

My Commission Expires: \_\_\_\_\_

NOTARY SEAL

\_\_\_\_\_  
SIGNATURE OF AFFIANT

DATE

\_\_\_\_\_  
PRINTED NAME OF AFFIANT / TITLE

\_\_\_\_\_  
COMPANY

***This document must be completed and returned with your Submittal***



**"ATTACHMENT 1" ITB 18-21 SCHEDULE OF UNIT PRICING  
BID FORM**

**CITY OF PORT ORANGE  
REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION**

**ITB # 18-21**

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

**NAME OF BUSINESS:**

**CONTACT PERSON:**

**EMAIL ADDRESS:**

**AUTHORIZED SIGNATURE:**

| ITEM                                                                                    | QTY | DESCRIPTION                                                                                                                                                                                            | PRICE | BASE BID |
|-----------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| 1                                                                                       | LS  | Individually remove two (2) Carrier chillers, Model #30RBA15062803-3, serial numbers 5008Q72424 and 5008Q72420. Supply two (2) new 150-ton Rotary Scroll Chillers per specifications in bid documents. | \$ -  | \$ -     |
| COMPLETION TIME AFTER NOTICE TO PROCEED                                                 |     |                                                                                                                                                                                                        |       |          |
| SHALL WARRANTY THE ABOVE PARTS AND LABOR FOR                                            |     |                                                                                                                                                                                                        |       |          |
| <b>Basis for Award: Other factors that will be considered besides lowest price are:</b> |     |                                                                                                                                                                                                        |       |          |
| <b>A. Ability to meet the specifications and requirements.</b>                          |     |                                                                                                                                                                                                        |       |          |
| <b>B. Time of completion.</b>                                                           |     |                                                                                                                                                                                                        |       |          |

**PERFORMANCE & PAYMENT BOND**

**RETURN RECORDED DOCUMENT TO:**

City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

**PAYMENT AND PERFORMANCE BOND**

(Public Works)

Notice and Time Limitations Must Be In Accordance  
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** \_\_\_\_\_

**PRINCIPAL:**

Developer or Contractor: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**SURETY:**

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**OWNER:**

City of Port Orange, Florida, a chartered municipal corporation

1000 City Center Circle

Port Orange, Florida 32129-4144

Contact Person: \_\_\_\_\_

City Manager

Phone Number: \_\_\_\_\_

(386) 506-5501

**Amount: \$** \_\_\_\_\_

**City Case/Project No.** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

Port Orange, Volusia County, Florida

**Legal Description:** \_\_\_\_\_

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

[MTR/sal 2015-02-10]

RETURN RECORDED DOCUMENT TO:  
City Clerk  
1000 City Center Circle  
Port Orange, Florida 32129-4144

\_\_\_\_\_  
*Name of Project*

City Project No. \_\_\_\_\_  
Bond No. \_\_\_\_\_

\_\_\_\_\_  
*Space Reserved for Recording Data*

**COMBINATION PAYMENT AND PERFORMANCE BOND  
FOR  
PUBLIC CONSTRUCTION**

*per Section 255.05, Florida Statutes*  
Guaranty for Construction of Public Improvements

BY THIS BOND, We, \_\_\_\_\_ as Principal, and \_\_\_\_\_, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain \_\_\_\_\_ having an effective date of \_\_\_\_\_ entered into by and between the Principal and the City, for \_\_\_\_\_, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and
3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_.

Attest:

\_\_\_\_\_  
(Name of Principal)

\_\_\_\_\_  
(As to Corporate Principal) Secretary

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Witness to Surety)

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Corporate Seal)

NOTE: **Date of BOND must not be prior to date of Contract.** If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida.





## CITY OF PORT ORANGE STANDARD CONTRACT FOR GOODS/SERVICES

This Standard Contract for Services ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and \_\_\_\_\_, a \_\_\_\_\_ corporation whose principal address is \_\_\_\_\_ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

### 1. Provision of Services

(a) The Contractor hereby agrees to provide the following equipment, materials, labor and other such related services to the City of Port Orange:

(i) \_\_\_\_\_

(b) The time, manner and place for performance of such services shall be:

Term: The initial term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of \_\_\_\_\_ thereafter (the "Initial Term"). In addition to the Initial Term, this Contract may be renewed for up to \_\_\_\_ additional \_\_\_\_\_ term(s) upon written consent of the parties and appropriation by City Council.

Manner and Place: As outlined in \_\_\_\_\_, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order, signed by an authorized agent of the City of Port Orange. *If the contract is for goods include the following*: Contractor shall cause goods to be delivered to the City in the most expedient, cost effective manner. All items shall be shipped to the City of Port Orange designated facility identified in each purchase order, FOB Inside Delivery. Contractor shall bear the risk of loss for goods delivered under this Contract from the time of shipping to the City until delivered at the destination specified by the City for delivery.

Time and Essence: \_\_\_\_\_ from the date set out in paragraph 3 below or upon receipt of Notice to Proceed.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "\_\_\_\_" attached hereto, subject to a limit up to but not to exceed \$\_\_\_\_\_. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "\_\_\_\_," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:



- (a) Front Page for Bond (F.S. § 255.05)
- (b) Combination Payment and Performance Bond (F.S. § 255.05)

4. Contract Administration. The \_\_\_\_\_ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
  - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
  - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 22 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

| Insurance                               | Standards                                         | Comments                                                                                                                                                                                   |
|-----------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Workers' Compensation<br><u>Limits:</u> | Coverage A - Statutory<br>Coverage B - \$100,000  | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000. |
| <u>Additional Coverage:</u>             | All States (Broad Form)<br>Voluntary Compensation |                                                                                                                                                                                            |

|                                                                                            |                |                                                                                                                                                 |                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Comprehensive General Liability (including Completed Operations and Contractual Liability) | <u>Limits:</u> | Combined Single Limit Bodily Injury and Property damage<br>\$500,000 occurrence<br>\$1,000,000 Aggregate                                        | When the Contract work on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| Comprehensive Business, Automobile Liability to include all automobiles.                   | <u>Limits:</u> | Auto Liability Bodily Injury:<br>\$100,000 each person<br>\$300,000 each occurrence.<br>Property Damage Liability<br>\$100,000 each occurrence. | Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage                                                                                                                                                                                  |
| <u>Additional Coverage:</u>                                                                |                | Non-Owned, Hired Car                                                                                                                            |                                                                                                                                                                                                                                                           |
| Property Insurance Builders Risk.                                                          | <u>Limits:</u> | Buildings - Completed value of contract.                                                                                                        | If the Contract requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.                                                                                      |
| <u>Additional Coverage:</u>                                                                |                | "All Risk" coverage on latest ISO form or its equivalent.<br>Permission granted to occupy.<br>Owner named as insured AIMA                       |                                                                                                                                                                                                                                                           |
| Professional Liability (Errors & Omissions)                                                | <u>Limits:</u> | Coverage- \$1,000,000 minimum                                                                                                                   |                                                                                                                                                                                                                                                           |

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy 2-272 (Alterations or modifications of contracts), shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Additional Bond Security. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractor's expense.

19. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as



provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force

Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. Additional Provisions. As may have been outlined in \_\_\_\_\_ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange  
Attention: City Manager  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-5501

Copy to: City of Port Orange  
Attention: \_\_\_\_\_  
1000 City Center Circle  
Port Orange, Florida 32129  
(386) 506-\_\_\_\_

Contractor: \_\_\_\_\_  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail

of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

*[Remainder of this page intentionally left blank]*

FOR INFORMATIONAL PURPOSES



Witnesses: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation, and who:

*[Notary: Please select one]*

☐ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

*Printed, typed or stamped name, commission and expiration:*

Witnesses:

CITY OF PORT ORANGE

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_  
Allen Green, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Allen Green, 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 \_\_\_\_\_, 20\_\_, 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:*

[CA \_\_\_\_]



***End of Solicitation Documents***



## CITY OF PORT ORANGE

PURCHASING DIVISION  
1000 CITY CENTER CIRCLE  
PORT ORANGE, FLORIDA 32129  
TELEPHONE 386-506-5718  
FAX 386-506-5711  
[purchdiv@port-orange.org](mailto:purchdiv@port-orange.org)

### **ADDENDUM NO. # 1**

**March 21, 2018**

### **ITB #18-21 REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION**

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#### **To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated March 17, 2018 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

#### **QUESTIONS AND ANSWERS**

1. Will the chillers need to be replaced over two separate weekends or can both be replaced at the same time?  
**Answer: Separate weekends.**
2. What time of day will the change out be performed?  
**Answer: 7 A.M. to 5 P.M. unless approved otherwise.**
3. Will a temporary chiller be required?  
**Answer: No.**
4. Would the City of Port Orange like the contractor to provide an add price for flanged valves for future temporary chiller connections?  
**Answer: Yes, you can write that in at the bottom of your bid form as a separate bid alternate.**

In all other respects, except as specifically stated herein, the subject ITB remains unchanged.

**END OF ADDENDUM NO. #1**



**CITY OF PORT ORANGE, FLORIDA  
ITB TABULATION SHEET**

ALL BIDS ACCEPTED BY THE CITY OF PORT ORANGE ARE SUBJECT TO THE CITY'S TERMS AND CONDITIONS. ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BIDS FROM THE BIDDERS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE OPENING DATE AND TIME. ALL OTHER BIDS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE. ALL BIDS ARE SUBJECT TO REVIEW BY THE CITY AND AWARD REQUIRES A FORMAL CONTRACT AND APPROVAL BY CITY COUNCIL.

**ITB NUMBER:** ITB-18-21  
**ITB TITLE:** Removal and Replacement of two chillers at the Port Orange Police Station EXPEDITED BID  
**OPENING DATE/TIME:** March 23, 2018 2:30 P.M.

|                                                 | Response 1           | Response 2                    | Response 3           | Response 4                |
|-------------------------------------------------|----------------------|-------------------------------|----------------------|---------------------------|
| Submittal Required Forms (mark "yes" or "no")   | DG MEYER             | AIR MECHANICAL & SERVICE CORP | THERMASERVE          | AIR ONE HEATING & COOLING |
| FORM 7.1 BID SUBMITTAL CHECKLIST                | YES                  | YES                           | YES                  | NO                        |
| FORM 7.2 VENDORS AKNOWLEDGEMENT                 | YES                  | YES                           | YES                  | NO                        |
| FORM 7.3 ADDENDUM & CHANGE ORDER AKNOWLEDGEMENT | NO                   | YES                           | YES                  | NO                        |
| FORM 7.4 DRUG /FREE TIE PREFERENCE STATEMENT    | YES                  | YES                           | YES                  | NO                        |
| FORM 7.5 PUBLIC ENTITY CRIMES STATEMENT         | YES                  | YES                           | YES                  | NO                        |
| FORM 7.6 AFFIDAVIT OF ANTI COLLUSION            | YES                  | YES                           | YES                  | NO                        |
| FORM 7.7 LOCAL BUSINESS AFFIDAVIT               | YES                  | YES                           | YES                  | NO                        |
| ATTACHMENT 1 BID PROPOSAL                       | YES                  | YES                           | YES                  | YES                       |
| 1 Original, 1 Digital Copy                      | YES                  | YES                           | YES                  | YES                       |
| Deemed Responsive?                              | YES                  | YES                           | YES                  | NO                        |
| <b>TOTAL BID</b>                                | <b>\$ 192,811.00</b> | <b>\$ 219,000.00</b>          | <b>\$ 247,474.83</b> | <b>\$ 198,104.00</b>      |
| <b>ALTERNATE No. 1</b>                          | <b>\$ -</b>          | <b>\$ 7,457.00</b>            | <b>\$ -</b>          | <b>\$ -</b>               |

Opened and tabulated by: David Battaglia, Purchasing Agent  
 Witnessed by: Jim Tillman, Purchasing Manager



## **NOTICE OF INTENT TO AWARD**

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### **ITB #18-21**

**REMOVAL AND REPLACEMENT OF TWO CHILLERS AT THE PORT ORANGE POLICE STATION**

**March 26, 2018**

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On March 23, 2018, purchasing received four (4) proposals for ITB 18-21 Removal and Replacement of two Chillers at the Port Orange Police Station. After review of the proposals submitted, City Staff made a recommendation to Award to D.G. Meyer of Ormond Beach, Florida in the amount of \$192,811.00.

Recommendation to award will be presented for City Council approval on April 17, 2018.

David Battaglia  
Purchasing Agent



ORANGE

"ATTACHMENT 1" ITB 18-21 SCHEDULE OF UNIT PRICING

BID FORM

REMOVAL AND REPLACEMENT OF TWO CHILLERS  
AT THE PORT ORANGE POLICE STATION

ITB # 18-21

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from Demandstar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in pricing in highlighted cells, preferably electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS: D G Meyer, Inc

CONTACT PERSON: Daniel lewis

EMAIL ADDRESS: dlewis@dgmeyer.com

AUTHORIZED SIGNATURE: *Daniel Lewis*

| ITEM                                                                                                                                                                  | QTY | DESCRIPTION                                                                                                                                                                                            | PRICE         | BASE BID                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------|
| 1                                                                                                                                                                     | LS  | Individually remove two (2) Carrier chillers, Model #30RBA15062803-3, serial numbers 5008Q72424 and 5008Q72420. Supply two (2) new 150-ton Rotary Scroll Chillers per specifications in bid documents. | \$ 192,811.00 | \$ 192,811.00            |
| COMPLETION TIME AFTER NOTICE TO PROCEED                                                                                                                               |     |                                                                                                                                                                                                        |               | 6-8 weeks shipment       |
| SHALL WARRANTY THE ABOVE PARTS AND LABOR FOR                                                                                                                          |     |                                                                                                                                                                                                        |               | 1 year/2nd-5th comp only |
| Basis for Award: Other factors that will be considered besides lowest price are:<br>A. Ability to meet the specifications and requirements.<br>B. Time of completion. |     |                                                                                                                                                                                                        |               |                          |

**SECTION 7 – REQUIRED FORMS**

**FORM 7.1 – BID SUBMITTAL CHECKLIST**

- ☒ Form 7.2 – Vendor’s Acknowledgement
- ☒ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ☒ Form 7.4 – Drug Free/Tie Preference Statement
- ☒ Form 7.5 – Public Entity Crimes Statement
- ☒ Form 7.6 – Affidavit of Anti-Collusion
- ☒ Form 7.7 – Local Business Affidavit of Eligibility
- ☒ Attachment 1 – Bid Proposal
- ☒ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: D.G.Meyer, Inc.  
Name of Business  
Daniel Meyer  
Authorized Signature  
03/21/15  
Date

***This document must be completed and returned with your Submittal***



**FORM 7.2 – VENDOR’S ACKNOWLEDGEMENT FORM**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this Bid on behalf of the Vendor / Contractor as its act and deed and that the Vendor / Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this Bid is made without prior understanding, Contract, connection, discussion, or collusion with any person, firm or corporation submitting a Bid for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Vendor interested in said ITB; and that the undersigned executed this Vendor’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements, and understands that any exceptions to the requirements of the specifications and documents may render the Bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

D.G. Meyer, Inc.

NAME OF BUSINESS

AUTHORIZED SIGNATURE

Daniel A. Lewis, Commercial Sales

NAME, TITLE, TYPED

59-2764576

FEDERAL IDENTIFICATION #

STATE OF Florida COUNTY OF Volusia

P.O. Drawer 730008

MAILING ADDRESS

Ormond Beach, Fl 32713

CITY, STATE & ZIP CODE

386-253-7774/386-255-9431

TELEPHONE NUMBER / FAX NUMBER

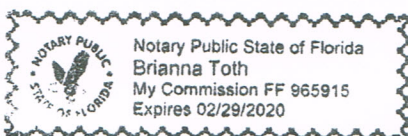
dlewis@dgmeyer.com

E-MAIL ADDRESS

The foregoing instrument was acknowledged before me this day of 21 March, 2018 by

Daniel Lewis, who is personally known to me or who has produced ad identification and who did take an oath.

*This document must be completed and returned with your Submittal*



**FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Vendors, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this invitation to Bid.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

Addendum # \_\_\_\_\_ Date: \_\_\_\_\_ Addendum # \_\_\_\_\_ Date: \_\_\_\_\_

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the following statement regarding Change Orders to the awarded Contract:

“The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days’ advance notice for any anticipated changes in price greater than \$25,000.00, time and/or scope of the awarded Contract. The Contractor shall not continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.”

\*\*\*\*\*

D.G. Meyer, Inc.

Name of Business

By:

Daniel A. Lewis

Printed

Name:

Commercial Sales/Service  
Title:

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 21 day of March, 2018, by  
Daniel Lewis (NAME), as Commercial Sales (TITLE) of  
DG Meyer Inc. (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

**This document must be completed and returned with your Submittal**





# FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

D.G. Meyer, Inc.

Name of Business

By: Daniel A. Lewis

Printed Name: Daniel A. Lewis

Title: Commercial Sales/Service

STATE OF Florida  
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 21 day of March, 2018, by  
Daniel Lewis (NAME) as Commercial Sales (TITLE) of  
DG Meyer (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

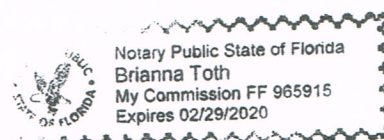
☒ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

*This document must be completed and returned with your Submittal*

[Signature]  
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



**FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of notary public or other officer authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant \_\_\_\_\_, who, being by me first duly sworn, made the following statement:

1. The business address of \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_.
2. My relationship to \_\_\_\_\_ (name of Offeror or business) is \_\_\_\_\_ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is \_\_\_\_\_. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

D.G. Meyer, Inc.

Name of Business

By: Daniel A. Lewis

Printed Name: Daniel A. Lewis

Title: Commercial Sales/Service

STATE OF Florida

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 21 day of March, 2018 by  
Daniel Lewis, as Commercial Sales  
DG Meyer Inc. and who:

[Notary: Please select one]

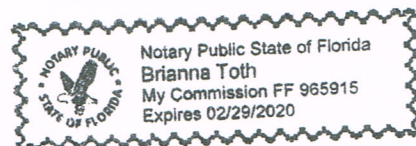
☒ is personally known to me; or

☐ has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

*This document must be completed and returned with your Submittal*





**FORM 7.6 – ANTI-COLLUSION FORM**

**ANTI-COLLUSION STATEMENT BID FORM:**

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

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

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

NAME OF FIRM: D.G. Meyer, Inc.

SIGNED BY: Daniel A. Lewis  
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Daniel A. Lewis

TITLE: Commercial Sales/Service

ADDRESS: 345 Madison Avenue

Daytona Bch.  
CITY: STATE: Fl ZIP CODE: 32114

386-253-7774  
TELEPHONE: FAX: 386-255-9431

COMPLETION TIME: \_\_\_\_\_

F.E.I.N. NUMBER: 59-2764576

**NO** Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

**NO BID (REASON):** \_\_\_\_\_

\_\_\_\_\_

*This document must be completed and returned with your Submittal*

**FORM 7.7 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY**

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): \_\_\_\_\_

BUSINESS NAME: D.G. Meyer, Inc.CONTACT PERSON/TITLE: Daniel A. Lewis-Commercial Sales/ServiceMAILING ADDRESS: P.O. Drawer 730008, Ormond Bch., Fl 32173

CITY-STATE-ZIP: \_\_\_\_\_

Length of Time at Address Provided: \_\_\_\_\_

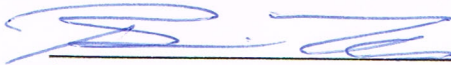
Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of FloridaFEIN (Federal Employer Identification Number): 59-2764576BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship  
☐ Other (Specify): \_\_\_\_\_PHONE NUMBER: 386-253-7774 FAX: 386-255-9431EMAIL: dlewis@dgmeyer.com**\*\*Please attach a valid business tax receipt, or other such documentation\*\*****ATTESTATION – I understand that:**

- In accordance with City Of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters, manufacturing facility, or locally owned franchise located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared \_\_\_\_\_ who, after being sworn according to law, stated that he or she was authorized to represent \_\_\_\_\_ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

(Form 7.7 – Local Business Affidavit of Eligibility – Page 2)

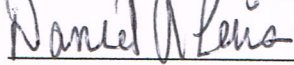
SWORN AND SUBSCRIBED BEFORE ME



SIGNATURE OF NOTARY PUBLIC

THIS 21 DAY OF March, 2018

My Commission Expires: \_\_\_\_\_



SIGNATURE OF AFFIANT

DATE

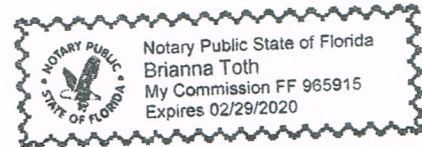
Daniel A. Lewis/ Commercial Sales/Service

PRINTED NAME OF AFFIANT / TITLE

D.G. Meyer, Inc.

COMPANY

NOTARY SEAL



*This document must be completed and returned with your Submittal*





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

---

**SUBJECT:** (B8) Approval of Amendment to CDBG FY 2017 Annual Plan

**DEPARTMENT:** Finance

**GOAL:**

---

**RECOMMENDED MOTION:** Move to approve the Amendment to CDBG FY2017 Annual Plan.

---

**SUMMARY:**

The City of Port Orange receives funding from the U.S. Department of Housing and Urban Development (HUD) for projects mainly directed towards assistance with our population living in economically challenged areas of the City. Port Orange receives approximately \$260,000 in Community Development Block Grants (CDBG) annually. In reviewing past expenditures, staff has identified \$201,501.21 from prior years that have not yet been expended or were not attached to a specific project. In order to expend these dollars before our timeliness expires, the City must amend its plan to attach these dollars to a current project.

Staff is recommending attaching these funds to road repair and resurfacing within tracts eligible for CDBG funds. We currently have a contract for this work and the City will be able to complete the work, have it invoiced and paid before the deadline of July 31, 2018. The roads staff proposes to pave with CDBG funds are already on the City's current list of roads to be repaired and resurfaced. These roads include:

- Bayview Lane from Spruce Creek Road to Baywood Avenue,
- Baywood Avenue from End of Road to Millbrook Avenue,
- Baywood Avenue from Millbrook Avenue to Greenbriar Avenue,
- Baywood Avenue from Greenbriar Avenue to Bayview Lane,
- Greenbriar Avenue from Spruce Creek Road to Baywood Avenue,
- Jackson Street from Samms Avenue to Canalview Boulevard,
- Roberts Street from Isabelle Avenue to Taylor Avenue,
- Roberts Street from Pineland Avenue to Frederick Avenue,
- Roberts Street from Taylor Avenue to Pineland Avenue,
- Sydney Street from Flagler Avenue to Commonwealth Boulevard,
- Sydney Street from Wood Street to Flagler Avenue,
- Wood Street from Nova Road to Sydney Street,
- Wood Street from Flagler Avenue to Commonwealth Boulevard, and
- Wood Street from Sydney Street to Flagler Avenue.

In compliance with the City's CDBG Citizen Participation Policy (Resolution 06-49) regarding amendments, staff held a public hearing on Thursday, March 22, 2018 at 5:30 p.m. in the City Hall second floor conference room. The 30 day comment period began on Thursday, March 15, 2018 and ended on Friday, April 13, 2018. Any



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comments received before the deadline for this agenda will be included with this item. If any comments are received after the publication of this agenda, staff will provide them during the meeting. Additional comments received after this meeting will also be included in the final amendment sent to HUD.

Future CDBG funding will be allocated in a more timely fashion in the proposed budget to clearly show where the money will be used.

Project No.:   Funding Account No.:

---

**ATTACHMENTS:**

|    |                                              |                                                  |
|----|----------------------------------------------|--------------------------------------------------|
| 1. | Proposed Amended PY 2017 CDBG Action Plan    | Proposed Amended PY 2017 CDBG Action Plan .pdf   |
| 2. | Proposed Road Repair and Resurfacing Map     | Proposed Road Repair and Resurfacing Map.pdf     |
| 3. | Proposed Road Repair and Resurfacing Streets | Proposed Road Repair and Resurfacing Streets.pdf |

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Amanda Lasecki  
Tracey Riehm  
Margaret Roberts  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/23/2018  
Approved - 04/04/2018  
Approved - 04/06/2018  
Approved - 04/06/2018  
Final Approval - 04/06/2018

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## **Second Program Year PY 2017 Action Plan City of Port Orange, FL Community Development Block Grant (CDBG)**

### **GENERAL**

#### **Executive Summary**

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) requires the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for PY 2016 to PY 2020. This PY 2017 Annual Action Plan is the second-year implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals and objectives. This plan covers a period beginning October 1, 2017, and ending on September 30, 2018. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. The current population estimate is 57,060 persons. There are five Census Tracts within the City that have a population whose income is at or below 80% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it will be eligible to receive a CDBG entitlement allocation of \$266,593 in PY 2017. These funds are proposed to be spent primarily on public infrastructure improvements in the Virginia Avenue/Monroe Place area of the City. An estimated 80% of the City PY 2017 CDBG allocation will be focused on the public infrastructure improvements in this area.

Aligned with the adopted Five (5) Year CDBG Consolidated Plan approved by HUD, staff is proposing to utilize the city's PY 2017 CDBG allocation on the Virginia Avenue/Monroe Place Drainage Improvements Project (\$213,275), and Planning and Administration (\$53,318).

## **Proposed Activities**

- 1. Virginia Avenue/Monroe Place Drainage Improvements Project**  
**Amount: \$213,275 / Tract: 825.11 Group 1**

The city intends to make drainage improvements in this LMI neighborhood.

- 2. Planning and Administration**  
**Amount: \$53,318**

## **Original PY 2017 CDBG Activities Funding \$266,593**

- 3. Roadway Repair and Resurfacing Improvements**  
**Amount: \$201,501.21/ Tracts: 825.03 Groups 3 & 4, Tract 825.07 Group 3, Tract 825.10 Group 2**

The city intends to make roadway repair and resurfacing improvements in these LMI neighborhoods.

## **Amended Total PY 2017 CDBG Activities Funding: \$468,094.21**

## **Managing the Process**

The City Manager's Office is the lead agency for administering the CDBG and other HUD programs, projects and activities. The City maintains on-going dialogue with stakeholders and provides 24/7 accessibility for CDBG information, documents and status reports via the CDBG page on the City's website. In addition, email contact with program staff is also available 24/7 via the City's website.

## **Citizen Participation**

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange has prepared this Annual Action Plan through an open process to obtain input from community stakeholders. Contacted individuals and community leaders include: neighborhood associations, adjacent municipalities, City agencies, non-profits, elected officials, faith based groups, and concerned citizens. The City held a Public Hearing on the Proposed Plan on August 1, 2017, after notice was provide in the Daytona Beach News-Journal, posted on the city website and posted in the City Hall lobby. Furthermore, the city advertised the opportunity for citizens and stakeholders to provide input on the CDBG Annual Action Plan process on its government access television state pogTV on Bright House cable channel 498.

The City did not receive any telephone inquiries, emails, or formal written comments about the CDBG program or the proposed PY2017 Annual Action Plan. There were no

comments regarding the PY 2017 Annual Action Plan at the public hearing held by the City Council.

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange prepared an amendment to the PY 2017 Action Plan. The amendment created a new Roadway Repair and Resurfacing Improvement activity in the PY 2017 Action Plan. Previously unattached funds totaling \$151,228.28, unspent funds in PY 2016 Planning & Administration totaling \$32,949.68, and unspent funds in PY2016 Virginia Avenue and Monroe Street Drainage Improvements totaling \$17,323.25 will be moved to the new activity. The City held a Public Hearing on March 22, 2018, after notice was published in the Daytona Beach-News Journal and posted on the city website. No members of the public were present when the Public Hearing was called to order. No members of the public arrived after the Public Hearing commenced. No public comments were received by mail, email or telephone therefore none were entered into the record. After a 30-day period City Council met on April 17, 2018 and approved the amendment to the Annual Plan.

### **Institutional Structure**

Incorporated into action plan's planning process, the city sought input from various departments of the city including the Community Development Department and Public Utilities Department. During the PY 2017, the city will continue these communication efforts with the cited departments and agencies in conjunction with its administration of the CDBG programs.

### **Monitoring**

Port Orange will continue to monitor the grant programs during PY 2017 in accordance with the local program policies and procedures and federal regulations. Any sub-recipients of federal CDBG or other funds will be closely monitored. The monitoring process will include on-site reviews of the sub-recipient's performance to ensure compliance with the goals and objectives of the program and federal regulations. The city's Finance Department has assigned personnel that coordinates and assists with all financial reporting. The city's external Auditors also review all grant expenditures for compliance to the federal regulations.

### **Lead-based Paint**

No housing rehabilitation programs are planned during PY 2017. All lead-based paint (LBP) protocols will be followed during the proposed demolition of real property cited in this Plan. Lead poisoning is the leading environmental hazard to children, creating devastating and irreversible health problems. Because lead poisoning is a serious, yet preventable, health problem that can cause long-term neurological damage among young children, the City of Port Orange is committed to addressing this health hazard.

The leading cause of lead-based poisoning is exposure to dust from deteriorating paint in homes constructed before 1980. This is due to the high lead content used in paint during that period, particularly in homes built before 1950. Pre-1980 housing occupied by lower income households with children can offer particularly high risks of lead exposure due to the lower levels of maintenance among lower-income households. This is an important factor since it is not the lead paint itself that causes the hazards, but rather the deterioration of the paint that releases lead-contaminated dust and allows children to peel and eat lead-contaminated flakes.

### Annual Objectives 91.220 (c)(3)

Goals and objectives to be carried out during the action plan period are indicated by placing a check in the following boxes

|                          |                                                                                                                                                                                                                                                                                                     |                                     |                                                                                                                                                                                              |                          |                                                                                                                                          |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | <b>Objective Category<br/>Decent Housing</b><br>which includes:                                                                                                                                                                                                                                     | <input checked="" type="checkbox"/> | <b>Objective Category<br/>Suitable Living<br/>Environment</b><br>which includes:                                                                                                             | <input type="checkbox"/> | <b>Objective Category<br/>Expanded Economic<br/>Opportunities</b><br>which includes:                                                     |
| <input type="checkbox"/> | Assisting homeless persons obtain affordable housing                                                                                                                                                                                                                                                | <input checked="" type="checkbox"/> | Improving the safety and livability of neighborhoods                                                                                                                                         | <input type="checkbox"/> | Job creation and retention                                                                                                               |
| <input type="checkbox"/> | Assisting persons at risk of becoming homeless                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> | Eliminating blighting influences and the deterioration of property and facilities                                                                                                            | <input type="checkbox"/> | Establishment, stabilization and expansion of small business (including micro-businesses)                                                |
| <input type="checkbox"/> | Retaining the affordable housing stock                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> | Increasing the access to quality public and private facilities                                                                                                                               | <input type="checkbox"/> | The provision of public services with employment                                                                                         |
| <input type="checkbox"/> | Increasing the availability of affordable permanent housing in standard condition to low-income and moderate-income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex national origin, familial status, or disability | <input type="checkbox"/>            | Reducing the isolation of income groups within areas through spatial deconcentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods | <input type="checkbox"/> | The provision of jobs to low-income persons living in areas affected by those programs and activities under programs covered by the plan |
| <input type="checkbox"/> | Increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/ADOS) to live in dignity and independence                                                                                              | <input type="checkbox"/>            | Restoring and preserving properties of special historic, architectural, or aesthetic value                                                                                                   | <input type="checkbox"/> | Availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices                 |
| <input type="checkbox"/> | Providing affordable housing that is accessible to job opportunities                                                                                                                                                                                                                                | <input type="checkbox"/>            | Conserving energy resources and use of renewable energy sources                                                                                                                              | <input type="checkbox"/> | Access to capital and credit for development activities that promote the long-term economic social viability of the community            |

## HOUSING

### Specific Housing Objectives

To meet the needs of low/moderate income areas in order to maintain the livability, viability and safety of those areas, Port Orange will focus its limited CDBG funds toward public infrastructure. The city is not proposing to initiate any housing programs during PY 2017.

Measurable Objective:     None.

### Needs of Public Housing

The city of Port Orange has no Public Housing. No action is proposed in PY 2017.

### Barriers to Affordable Housing

The city conducts internal reviews of its land use and zoning regulations and its administrative policies and procedures for their impact on affordable housing. Port Orange has established an expedited development review and permitting system that is applicable to affordable housing projects. All new city ordinances are required to be reviewed for their impact on affordable housing. No action is proposed in PY 2017.

### HOME / American Dream Down Payment Initiative (ADDI)

The City of Port Orange does not receive HOME/ADDI funds. No action is proposed in PY 2017.

## HOMELESS

### Specific Homeless Prevention Elements

The Homeless Strategic Plan for the Volusia/Flagler Counties is contained in the Volusia/Flagler County Coalition for the Homeless Ten-Year Plan. The city will conduct no direct activities in this area, but will continue to support the Coalition's efforts during PY 2017.

## **Emergency Shelter Grants (ESG)**

Port Orange is not a direct recipient of Emergency Shelter Grant funds. Residents in need of emergency shelter services will be referred to the appropriate agencies.

### **COMMUNITY DEVELOPMENT**

## **Community Development**

For PY 2017, Port Orange proposes to utilize the majority of its CDBG funds for public infrastructure improvements in a low/moderate income area of Port Orange.

Within the last 13 years, the City of Port Orange has experienced 6 significant weather events, most recently being Hurricane Matthew and Hurricane Irma. This has necessitated a critical look at the City's stormwater infrastructure. The project includes adding pump stations, adding forcemains, adjusting existing stormwater pond elevations, adding additional stormwater ponds, and adding stormwater piping, among other improvements.

Measurable Objective: Number of low/moderate income residents served.

## **Antipoverty Strategy**

Port Orange is not proposing any anti-poverty strategies in PY 2017.

Measureable Objective: None

### **NON-HOMELES SPECIAL NEEDS HOUSING**

### **Non-homeless Special Needs 91.220 (c) and (e)**

For all Non-homeless Special Needs Populations, the city will work with other area agencies to provide services and support to the greatest extent possible. Given the very small amount of CDBG funds allocated to Port Orange and the lesser priority assigned to this need, no action is proposed in PY 2017.

### **Housing Opportunities for People with AIDS**

The Volusia/Flagler Coalition for the Homeless is the regional HOPWA. No action is proposed in PY 2017.

### **Specific HOPWA Objectives**

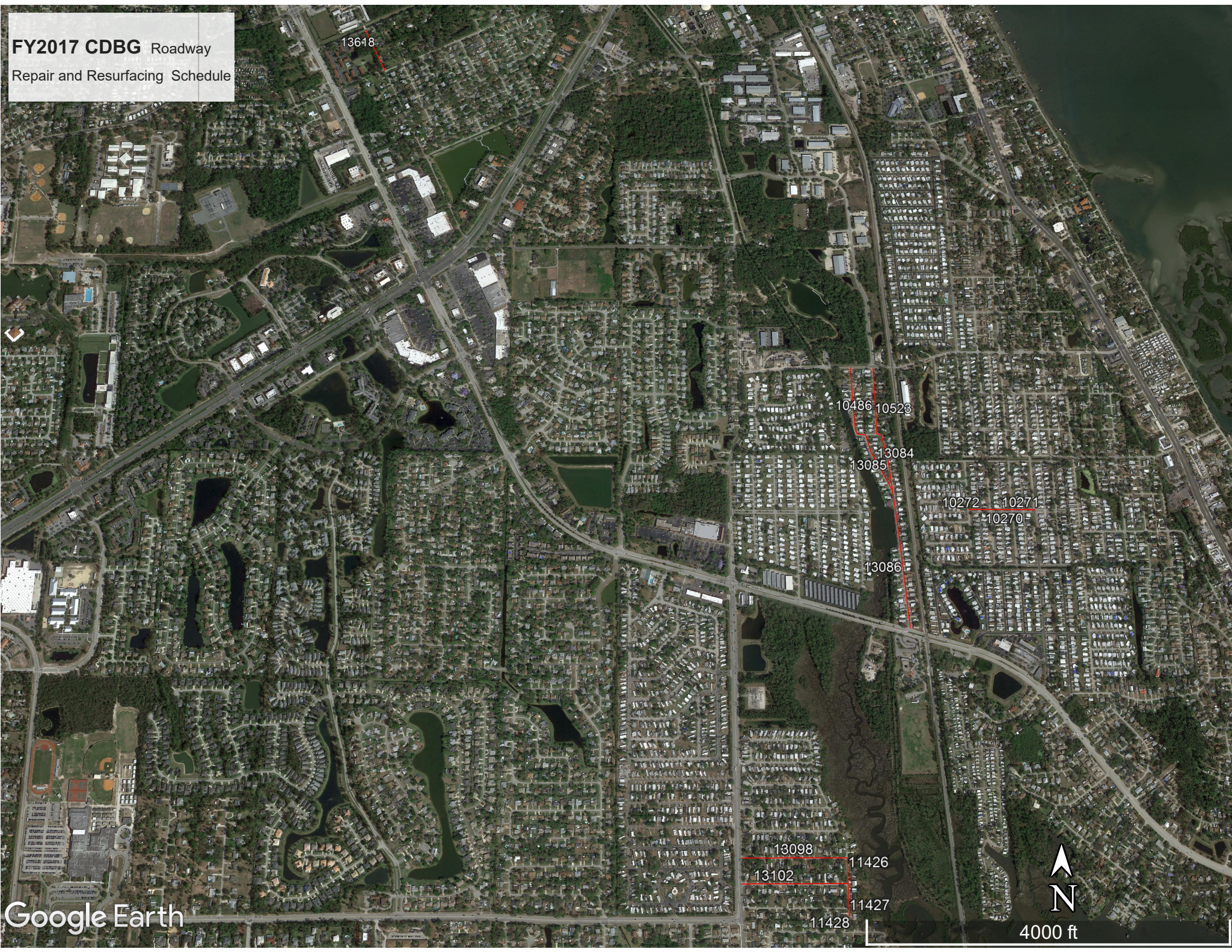
No action proposed in PY 2017.

#### **Other Narrative**

None.



**FY2017 CDBG** Roadway  
Repair and Resurfacing Schedule





| GISID | Street Number | Street Prefix | On Street     | From Street     | To Street         | Pavement Width (ft) | Pavement Length (ft) | Pavement Area (ft2) | Surface Distress Index (SDI) | Roughness Index (RI) | Pavement Condition Index (PCI) | Structural Rating Code | Structural Rating | Condition Rating | Fix All Rehabilitation Activity | Sq. Yards | Pounds     | # of Tons | Asphalt Cost | Milling Cost | Base Rehabilitation Cost | Total Cost | Census Tract | Census Group |
|-------|---------------|---------------|---------------|-----------------|-------------------|---------------------|----------------------|---------------------|------------------------------|----------------------|--------------------------------|------------------------|-------------------|------------------|---------------------------------|-----------|------------|-----------|--------------|--------------|--------------------------|------------|--------------|--------------|
| 13098 | 1480          |               | BAYVIEW LN    | SPRUCE CREEK RD | BAYWOOD AV        | 18                  | 1,208                | 21,743              | 43                           | 71                   | 52                             | 1                      | Weak              | Fair             | EM/FWM + Mod Olay (2.0 - 3.0)   | 2,415.94  | 398,630.10 | 200.00    | 17,200.00    | 3,623.91     |                          | 20,823.91  | 082507       | 3            |
| 11428 | 1490          |               | BAYWOOD AV    | END OF ROAD     | MILLBROOK AV      | 20                  | 116                  | 2,326               | 41                           | 56                   | 46                             | 1                      | Weak              | Marginal         | FWM + Thick Olay (> 2.0 - 3.0)  | 258.47    | 42,647.00  | 21.32     | 2,665.44     | 1,033.87     |                          | 3,699.30   | 082507       | 3            |
| 11427 | 1490          |               | BAYWOOD AV    | MILLBROOK AV    | GREENBRIAR AV     | 20                  | 254                  | 5,084               | 38                           | 75                   | 50                             | 1                      | Weak              | Fair             | EM/FWM + Mod Olay (2.0 - 3.0)   | 564.91    | 93,210.33  | 46.61     | 5,825.65     | 2,259.64     |                          | 8,085.29   | 082507       | 3            |
| 11426 | 1490          |               | BAYWOOD AV    | GREENBRIAR AV   | BAYVIEW LN        | 20                  | 278                  | 5,553               | 48                           | 70                   | 55                             | 1                      | Weak              | Fair             | EM/FWM + Mod Olay (2.0 - 3.0)   | 616.98    | 101,801.33 | 50.90     | 6,362.58     | 2,467.91     |                          | 8,830.49   | 082507       | 3            |
| 13102 | 3820          |               | GREENBRIAR AV | SPRUCE CREEK RD | BAYWOOD AV        | 18                  | 1,210                | 21,777              | 36                           | 66                   | 46                             | 1                      | Weak              | Marginal         | FWM + Thick Olay (> 2.0 - 3.0)  | 2,419.72  | 399,253.80 | 200.00    | 17,200.00    | 3,629.58     |                          | 20,829.58  | 082507       | 3            |
| 13618 | 4450          |               | JACKSON ST    | SAMMS AV        | CANALVIEW BLVD    | 18                  | 633                  | 11,396              | 38                           | 68                   | 48                             | 2                      | Moderate          | Marginal         | FWM + Thick Olay (> 2.0 - 3.0)  | 1,266.18  | 208,919.70 | 104.46    | 13,057.48    | 5,064.72     |                          | 18,122.20  | 082503       | 4            |
| 10270 | 7270          |               | ROBERTS ST    | ISABELLE AV     | TAYLOR AV         | 35                  | 258                  | 9,027               | 42                           | 59                   | 48                             | 2                      | Moderate          | Marginal         | FWM + Thick Olay (> 2.0 - 3.0)  | 1,002.94  | 165,485.83 | 82.74     | 7,115.89     | 1,504.42     |                          | 8,620.31   | 082510       | 2            |
| 10272 | 7270          |               | ROBERTS ST    | PINELAND AV     | FREDERICK AV      | 35                  | 258                  | 9,029               | 57                           | 66                   | 60                             | 1                      | Weak              | Fair             | EM/FWM + Mod Olay (2.0 - 3.0)   | 1,003.18  | 165,524.33 | 82.76     | 7,117.55     | 1,504.77     |                          | 8,622.31   | 082510       | 2            |
| 10271 | 7270          |               | ROBERTS ST    | TAYLOR AV       | PINELAND AV       | 35                  | 257                  | 8,996               | 62                           | 68                   | 64                             | 2                      | Moderate          | Good             | EM + Thin Overlay (1.5 - 2.0)   | 999.52    | 164,921.17 | 82.46     | 7,091.61     | 1,499.28     |                          | 8,590.89   | 082510       | 2            |
| 10486 | 8740          |               | SYDNEY ST     | FLAGLER AV      | COMMONWEALTH BLVD | 20                  | 956                  | 19,120              | 49                           | 58                   | 52                             | 2                      | Moderate          | Fair             | EM/FWM + Mod Olay (2.0 - 3.0)   | 2,124.47  | 350,537.00 | 175.27    | 15,073.09    | 3,186.70     |                          | 18,259.79  | 082503       | 3            |
| 13084 | 8730          |               | SYDNEY ST     | WOOD ST         | FLAGLER AV        | 20                  | 720                  | 14,399              | 61                           | 62                   | 61                             | 2                      | Moderate          | Good             | EM + Thin Overlay (1.5 - 2.0)   | 1,599.87  | 263,978.00 | 131.99    | 11,351.05    | 2,399.80     |                          | 13,750.85  | 082503       | 3            |
| 13086 | 9850          |               | WOOD ST       | NOVA RD         | SYDNEY ST         | 20                  | 1,727                | 34,547              | 50                           | 53                   | 51                             | 2                      | Moderate          | Fair             | EM/FWM + Mod Olay (2.0 - 3.0)   | 3,838.51  | 633,354.33 | 316.68    | 27,234.24    | 5,757.77     |                          | 32,992.00  | 082503       | 3            |
| 10523 | 9850          |               | WOOD ST       | FLAGLER AV      | COMMONWEALTH BLVD | 20                  | 841                  | 16,810              | 55                           | 47                   | 52                             | 2                      | Moderate          | Fair             | EM/FWM + Mod Olay (2.0 - 3.0)   | 1,867.80  | 308,187.00 | 154.09    | 13,252.04    | 2,801.70     |                          | 16,053.74  | 082503       | 3            |
| 13085 | 9850          |               | WOOD ST       | SYDNEY ST       | FLAGLER AV        | 20                  | 745                  | 14,891              | 62                           | 54                   | 60                             | 2                      | Moderate          | Fair             | EM/FWM + Mod Olay (2.0 - 3.0)   | 1,654.51  | 272,994.33 | 136.50    | 11,738.76    | 2,481.77     |                          | 14,220.52  | 082503       | 3            |
|       |               |               |               |                 |                   |                     |                      |                     |                              |                      |                                |                        |                   |                  |                                 |           |            |           |              |              | -                        | 201,501.21 |              |              |



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: Yes

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**SUBJECT:** (B9) Resolution No. 18-7 - City Attorney's Office Representation of Code Enforcement

**DEPARTMENT:** City Attorney

**GOAL:**

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**RECOMMENDED MOTION:** Move to approve Resolution No. 18-7.

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**SUMMARY:** The City Attorney's Office can only serve as legal counsel to either the code enforcement staff or the code enforcement board (code enforcement special magistrate), but not both. Currently, the City Attorney's Office represents the code enforcement board (code enforcement special magistrate). Since the City has implemented the use of a code enforcement special magistrate, the need for legal counsel has been minimal due to the fact that the special magistrate is a trained legal professional. Also, the code enforcement staff will be transferring departments from the Community Development Dept. to the Police Dept. The City Attorney's Office currently has a designated police legal advisor, and in order to continue to provide legal counsel to the Police Dept. which will now include code enforcement matters, the time has come for the City Attorney's Office to switch its representation from the code enforcement board (code enforcement special magistrate) to the code enforcement staff. The City Attorney's Office will provide legal advise on complex code enforcement cases, and present code enforcement cases to the code enforcement special magistrate, as needed - not every case will necessitate City Attorney's Office involvement. The City Attorney may engage special counsel where the circumstances in a particular case warrant.

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                     |                         |
|----|---------------------|-------------------------|
| 1. | Resolution No. 18-7 | Resolution No. 18-7.pdf |
|----|---------------------|-------------------------|

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Matthew Jones  
Margaret Roberts  
Tracey Riehm  
Jake Johansson  
Robin Fenwick

Created/Initiated - 04/05/2018  
Approved - 04/06/2018  
Approved - 04/06/2018  
Approved - 04/06/2018  
Final Approval - 04/06/2018

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RESOLUTION NO. 18-7

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, DESIGNATING THE CITY ATTORNEY'S OFFICE AS LEGAL COUNSEL TO THE CODE ENFORCEMENT STAFF; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Section 162.05(5), Florida Statutes states that “[t]he local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.”; and

**WHEREAS**, the City Attorney’s Office currently serves as counsel to the Code Enforcement Board and Code Enforcement Special Magistrate; and

**WHEREAS**, the code enforcement staff will soon be transferring departments from the Community Development Department to the Police Department; and

**WHEREAS**, the City Attorney’s Office currently acts as legal counsel for the Police Department; and

**WHEREAS**, to maintain the continuity of legal counsel to the Police Department, and better serve the code enforcement staff by presenting cases to the Code Enforcement Board and Code Enforcement Special Magistrate, as needed, the City Attorney’s Office will now represent the City as legal counsel to the code enforcement staff.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF PORT ORANGE, FLORIDA:**

Section 1. In accordance with Section 162.05(5), Florida Statutes, the City Attorney's Office is hereby designated as counsel for the code enforcement staff and shall represent the city by providing legal guidance to code enforcement staff and presenting code enforcement cases, as needed, to the Code Enforcement Board or Code Enforcement Special Magistrate.

Section 2. In accordance with Article III of the City's Charter, the City Attorney may engage special counsel where the circumstances of a particular case warrant.

Section 3. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 4. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 5. This resolution shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

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

Adopted on the      day of

Reviewed and Approved: \_\_\_\_\_  
Matthew J. Jones, Deputy City Attorney

**The Golf Club at Cypress Head  
Course Cash Flow Report  
February 28, 2018**

|                                        | <u>February</u>             | <u>YTD</u>                  |
|----------------------------------------|-----------------------------|-----------------------------|
| <b>EBITDA</b>                          | <b>\$53,658.09</b>          | <b>\$60,192.93</b>          |
| <b>Management Fee Expense</b>          | <b>(6,684.04)</b>           | <b>(33,420.20)</b>          |
| <b>Depreciation &amp; Amortization</b> | <b>(95.53)</b>              | <b>(477.65)</b>             |
| <b>Net Income</b>                      | <b>46,878.52</b>            | <b>26,295.08</b>            |
| <b>Working Capital Changes</b>         |                             |                             |
| <b>Inventory</b>                       | <b>2,731.41</b>             | <b>(3,465.19)</b>           |
| <b>Receivables</b>                     | <b>(268.88)</b>             | <b>97,346.08</b>            |
| <b>Payables</b>                        | <b>8,266.92</b>             | <b>1,066.67</b>             |
| <b>Due to from the City</b>            | <b>(146.31)</b>             | <b>303.77</b>               |
| <b>Prepays</b>                         | <b>5,168.83</b>             | <b>15,362.67</b>            |
| <b>Accrued Liabilities</b>             | <b>9,487.67</b>             | <b>(9,619.87)</b>           |
| <b>Other Liabilities</b>               | <b>(20,926.90)</b>          | <b>(109,813.91)</b>         |
| <b>Depreciation &amp; Amortization</b> | <b>95.53</b>                | <b>477.65</b>               |
| <b>Operating Cash Flow</b>             | <b>51,286.79</b>            | <b>17,952.95</b>            |
| <b>Investing Cash Flows</b>            | <u>                    </u> | <u>                    </u> |
| <b>Financing Cash Flow</b>             | <u>                    </u> | <u>                    </u> |
| <b>Net Cash Flows</b>                  | <b><u>51,286.79</u></b>     | <b><u>17,952.95</u></b>     |
| <b>Beginning Cash</b>                  | <b>181,585.95</b>           | <b>214,919.79</b>           |
| <b>Net Cash Flows</b>                  | <b><u>51,286.79</u></b>     | <b><u>17,952.95</u></b>     |
| <b>Ending Cash</b>                     | <b><u>232,872.74</u></b>    | <b><u>232,872.74</u></b>    |

The Golf Club at Cypress Head  
Comparative Income Statement  
For the Five Months Ending February 28, 2018

|                                     | MTD<br>Prior Year | YTD<br>Prior Year | Audited<br>Prior Year | Percent<br>of Total | MTD<br>Actual  | YTD<br>Actual   | Annual<br>Budget | Percent<br>of Total |
|-------------------------------------|-------------------|-------------------|-----------------------|---------------------|----------------|-----------------|------------------|---------------------|
| <b>REVENUES</b>                     |                   |                   |                       |                     |                |                 |                  |                     |
| Green Fees & Cart Fees              | 137,515           | 526,851           | 1,146,664             | 46%                 | 141,741        | 503,465         | 1,180,861        | 43%                 |
| Merchandise                         | 5,260             | 25,827            | 63,915                | 40%                 | 6,047          | 26,381          | 59,537           | 44%                 |
| Other Pro Shop                      | 1,205             | 4,439             | 13,751                | 32%                 | 1,271          | 3,353           | 11,927           | 28%                 |
| Range                               | 3,722             | 15,693            | 35,853                | 44%                 | 3,861          | 15,623          | 36,706           | 43%                 |
| Food and Beverage                   | 0                 | 0                 | 15,788                |                     | 20,111         | 99,661          | 146,600          | 68%                 |
| Other Operating Revenues            | 4,057             | 17,466            | 39,356                | 44%                 | 4,323          | 16,390          | 39,944           | 41%                 |
| <b>TOTAL REVENUE</b>                | <b>151,760</b>    | <b>590,277</b>    | <b>1,315,327</b>      | <b>45%</b>          | <b>177,354</b> | <b>664,873</b>  | <b>1,475,576</b> | <b>45%</b>          |
| <b>COST OF SALES</b>                |                   |                   |                       |                     |                |                 |                  |                     |
| Merchandise                         | 3,120             | 15,108            | 37,436                | 40%                 | 3,504          | 15,805          | 38,699           | 41%                 |
| Food & Beverage                     | 0                 | 0                 | 6,042                 |                     | 9,221          | 39,505          | 53,858           | 73%                 |
| <b>TOTAL COGS</b>                   | <b>3,120</b>      | <b>15,108</b>     | <b>43,478</b>         | <b>35%</b>          | <b>12,724</b>  | <b>55,310</b>   | <b>92,557</b>    | <b>60%</b>          |
| COGS - Merchandise %                | 59.3%             | 58.5%             | 58.6%                 | 99.9%               | 57.9%          | 59.9%           | 65.0%            | 92.2%               |
| COGS - Food %                       |                   |                   | 38.3%                 |                     | 45.8%          | 39.7%           | 36.7%            | 108.1%              |
| <b>PAYROLL</b>                      |                   |                   |                       |                     |                |                 |                  |                     |
| Course and Grounds                  | 27,169            | 149,845           | 341,675               | 44%                 | 24,167         | 119,509         | 375,767          | 32%                 |
| Carts, Range, Starters, Etc.        | 7,386             | 35,608            | 86,435                | 41%                 | 6,902          | 37,491          | 99,348           | 38%                 |
| Pro Shop                            | 3,425             | 18,494            | 42,904                | 43%                 | 5,245          | 18,663          | 52,439           | 36%                 |
| Food and Beverage                   | 0                 | 0                 | 9,850                 |                     | 12,125         | 67,163          | 74,205           | 91%                 |
| General and Administrative          | 10,736            | 54,065            | 133,923               | 40%                 | 10,579         | 57,566          | 152,526          | 38%                 |
| Marketing                           | 4,001             | 20,335            | 49,654                | 41%                 | 3,853          | 20,890          | 49,611           | 42%                 |
| <b>TOTAL PAYROLL</b>                | <b>52,717</b>     | <b>278,346</b>    | <b>664,441</b>        | <b>42%</b>          | <b>62,871</b>  | <b>321,282</b>  | <b>803,897</b>   | <b>40%</b>          |
| <b>OPERATING EXPENSES</b>           |                   |                   |                       |                     |                |                 |                  |                     |
| Course and Grounds                  | 22,561            | 96,413            | 252,335               | 38%                 | 18,830         | 75,094          | 280,678          | 27%                 |
| Carts, Range, Starters, Etc.        | 6,573             | 33,899            | 80,327                | 42%                 | 6,541          | 34,574          | 83,934           | 41%                 |
| Pro Shop                            | 118               | 1,331             | 6,324                 | 21%                 | 0              | 59              | 7,954            | 1%                  |
| Food and Beverage                   | 0                 | 0                 | 1,413                 |                     | 2,680          | 16,504          | 18,372           | 90%                 |
| General and Administrative          | 16,661            | 101,030           | 210,751               | 48%                 | 18,585         | 93,913          | 209,750          | 45%                 |
| Marketing                           | 327               | 7,147             | 22,941                | 31%                 | 1,465          | 7,943           | 30,260           | 26%                 |
| <b>TOTAL OPERATING EXPENSES</b>     | <b>46,239</b>     | <b>239,821</b>    | <b>574,091</b>        | <b>42%</b>          | <b>48,101</b>  | <b>228,087</b>  | <b>630,948</b>   | <b>36%</b>          |
| <b>TOTAL EXPENSES</b>               | <b>102,076</b>    | <b>533,275</b>    | <b>1,282,010</b>      | <b>42%</b>          | <b>123,696</b> | <b>604,680</b>  | <b>1,527,402</b> | <b>40%</b>          |
| <b>OTHER INCOME (EXPENSE)</b>       |                   |                   |                       |                     |                |                 |                  |                     |
| MANAGEMENT FEES                     | (5,713)           | (28,564)          | (69,411)              | 41%                 | (6,684)        | (33,420)        | (73,696)         | 45%                 |
| Depreciation & Amortization         | (154)             | (766)             | (1,146)               | 67%                 | (96)           | (478)           | (4,572)          | 10%                 |
| <b>TOTAL OTHER INCOME (EXPENSE)</b> | <b>(5,866)</b>    | <b>(29,330)</b>   | <b>(70,557)</b>       | <b>42%</b>          | <b>(6,780)</b> | <b>(33,898)</b> | <b>(78,268)</b>  | <b>43%</b>          |
| <b>NET INCOME</b>                   | <b>43,817</b>     | <b>27,671</b>     | <b>(37,241)</b>       | <b>-74%</b>         | <b>46,879</b>  | <b>26,295</b>   | <b>(130,094)</b> | <b>-20%</b>         |
| <b>Paid Rounds</b>                  | <b>3,872</b>      | <b>16,095</b>     | <b>36,904</b>         | <b>7%</b>           | <b>4,237</b>   | <b>15,629</b>   | <b>37,150</b>    | <b>42%</b>          |
| Annual Pass Rounds                  | 801               | 3,910             | 8,095                 | 8%                  | 936            | 3,219           | 8,542            | 38%                 |
| Other Rounds                        | 208               | 1,126             | 2,719                 | 7%                  | 225            | 1,114           | 2,924            | 38%                 |
| Total Rounds                        | 4,881             | 21,131            | 47,718                | 7%                  | 5,398          | 19,962          | 48,615           | 41%                 |
| Revenue/Paid Rounds                 | 39                | 37                | 35.64                 | 94%                 | 42             | 43              | 40               | 107%                |
| Revenue/Total Rounds                | 31.09             | 27.93             | 27.56                 | 91%                 | 32.86          | 33.31           | 30.35            | 110%                |



**The Golf Club at Cypress Head**  
**For the Five Months Ending February 28, 2018**

|                                            | <u>02/28/18</u>       | <u>09/30/17</u>       | <u>02/28/17</u>       |
|--------------------------------------------|-----------------------|-----------------------|-----------------------|
| <b>ASSETS</b>                              |                       |                       |                       |
| <b>CURRENT ASSETS:</b>                     |                       |                       |                       |
| Cash                                       |                       |                       |                       |
| Cash - Depository                          | 196,260               | 191,390               | 77,635                |
| Cash - Payroll                             | 35,063                | 21,980                | 0                     |
| Cash - Manual Checks                       | 850                   | 850                   | 850                   |
| Cash - Housebank & Other                   | 700                   | 700                   | 500                   |
| Total Cash                                 | <u>232,873</u>        | <u>214,920</u>        | <u>78,985</u>         |
| Accounts Receivable                        |                       |                       |                       |
| A/R Member                                 | 1,311                 | 98,657                | 662                   |
| Total Accounts Recievable                  | <u>1,311</u>          | <u>98,657</u>         | <u>662</u>            |
| Other Current Assets                       |                       |                       |                       |
| Inventory - Merchandise                    | 15,322                | 13,394                | 22,804                |
| Inventory - Food & Beverage                | 9,526                 | 7,988                 | 0                     |
| Prepaid Insurance                          | 8,073                 | 21,005                | 7,039                 |
| Prepaid Exp - Other                        | 628                   | 3,059                 | 32,029                |
| Total Other Current Assets                 | <u>33,548</u>         | <u>45,445</u>         | <u>61,872</u>         |
| <b>TOTAL CURRENT ASSETS</b>                | <u>267,732</u>        | <u>359,022</u>        | <u>141,519</u>        |
| <b>PROPERTY, PLANT AND EQUIPMENT:</b>      |                       |                       |                       |
| 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                   | (25,860)              | (25,383)              | (25,003)              |
| <b>TOTAL PROPERTY, PLANT AND EQUIPMENT</b> | <u>10,288</u>         | <u>10,765</u>         | <u>11,145</u>         |
| <b>OTHER ASSETS:</b>                       |                       |                       |                       |
| Deposits (in ST section of chart)          | 3,000                 | 3,000                 | 0                     |
| <b>TOTAL OTHER ASSETS</b>                  | <u>3,000</u>          | <u>3,000</u>          | <u>0</u>              |
| <b>TOTAL ASSETS</b>                        | <u><u>281,019</u></u> | <u><u>372,787</u></u> | <u><u>152,664</u></u> |

**The Golf Club at Cypress Head**  
**For the Five Months Ending February 28, 2018**

|                                                       | <u>02/28/18</u>           | <u>09/30/17</u>           | <u>02/28/17</u>           |
|-------------------------------------------------------|---------------------------|---------------------------|---------------------------|
| <b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>           |                           |                           |                           |
| <b>CURRENT LIABILITIES:</b>                           |                           |                           |                           |
| Accts Pay - Trade                                     | 25,645                    | 24,579                    | 29,070                    |
| Accts Pay - Other                                     | 21,889                    | 21,585                    | (109,740)                 |
| Accrued Expenses                                      | 5,799                     | 4,190                     | 2,559                     |
| Accrued Payroll                                       | 26,344                    | 28,213                    | 21,254                    |
| Accrued Taxes                                         | 9,928                     | 13,317                    | 8,587                     |
| Accrued Interest                                      | 0                         | 5,971                     | 0                         |
| Deferred Revenue                                      | 165,121                   | 274,935                   | 173,264                   |
| <b>TOTAL CURRENT LIABILITIES</b>                      | <u>254,725</u>            | <u>372,789</u>            | <u>124,994</u>            |
| <br><b>TOTAL LIABILITIES</b>                          | <br><u>254,725</u>        | <br><u>372,789</u>        | <br><u>124,994</u>        |
| <br><b>STOCKHOLDER'S EQUITY</b>                       |                           |                           |                           |
| Retained Earnings                                     | <u>26,294</u>             | <u>(1)</u>                | <u>27,670</u>             |
| Net Retained Earnings                                 | <u>26,294</u>             | <u>(1)</u>                | <u>27,670</u>             |
| Stockholders Equity                                   | <u>26,294</u>             | <u>(1)</u>                | <u>27,670</u>             |
| <b>TOTAL STOCKHOLDER'S EQUITY</b>                     | <u>26,294</u>             | <u>(1)</u>                | <u>27,670</u>             |
| <br><b>TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY</b> | <br><u><u>281,019</u></u> | <br><u><u>372,787</u></u> | <br><u><u>152,664</u></u> |

[illegible]

The Golf Club at Cypress Head  
Summary of All Units  
For the Five Months Ending February 28, 2018

| MTD<br>Actual             | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                                  | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |           |
|---------------------------|---------------|----------------|-------------------|------------|----------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|-----------|
| <b>REVENUES</b>           |               |                |                   |            |                                  |               |               |                |                   |            |                  |           |
| 85,522                    | 82,175        | 104%           | 81,362            | 105%       | Green Fees                       | 305,143       | 315,031       | 97%            | 311,911           | 98%        | 703,233          | 663,744   |
| 56,219                    | 56,153        | 100%           | 56,153            | 100%       | Cart Fee                         | 198,321       | 214,939       | 92%            | 214,939           | 92%        | 477,628          | 459,534   |
| 0                         | 0             | 0%             | 0                 | 0%         | Merchandise                      | 0             | 0             | 0%             | 0                 | 0%         | 0                | 30        |
| 80                        | 280           | 29%            | 280               | 29%        | Handicap Fee                     | 161           | 980           | 16%            | 980               | 16%        | 4,538            | 3,811     |
| 851                       | 645           | 132%           | 645               | 132%       | Lessons                          | 2,092         | 2,409         | 87%            | 2,409             | 87%        | 4,480            | 5,954     |
| 340                       | 280           | 121%           | 280               | 121%       | Rental Clubs                     | 1,100         | 1,050         | 105%           | 1,050             | 105%       | 2,909            | 2,900     |
| 6,047                     | 5,260         | 115%           | 5,260             | 115%       | Retail                           | 26,381        | 25,827        | 102%           | 25,827            | 102%       | 59,537           | 64,438    |
| 3,861                     | 3,722         | 104%           | 3,722             | 104%       | Range                            | 15,623        | 15,693        | 100%           | 15,693            | 100%       | 36,706           | 35,782    |
| 9,701                     | 12,200        | 80%            | 0                 | 0%         | Food & Beverage                  | 52,835        | 75,200        | 70%            | 0                 | 0%         | 88,400           | 61,232    |
| 6,727                     | 5,500         | 122%           | 0                 | 0%         | Beer                             | 26,963        | 27,500        | 98%            | 0                 | 0%         | 33,000           | 32,484    |
| 3,006                     | 3,000         | 100%           | 0                 | 0%         | Liquor                           | 16,382        | 17,900        | 92%            | 0                 | 0%         | 20,900           | 17,928    |
| 677                       | 500           | 135%           | 0                 | 0%         | Wine                             | 3,290         | 3,800         | 87%            | 0                 | 0%         | 4,300            | 3,614     |
| 0                         | 0             | 0%             | 0                 | 0%         | F&B Other                        | 191           | 0             | 0%             | 0                 | 0%         | 0                | 191       |
| 4,323                     | 4,098         | 106%           | 4,057             | 107%       | City Surcharge R & R             | 16,390        | 17,641        | 93%            | 17,466            | 94%        | 39,944           | 38,280    |
| 177,354                   | 173,814       | 102%           | 151,760           | 117%       | <b>Total Revenues</b>            | 664,873       | 717,970       | 93%            | 590,277           | 113%       | 1,475,576        | 1,389,923 |
| <b>COST OF GOODS SOLD</b> |               |                |                   |            |                                  |               |               |                |                   |            |                  |           |
| 3,504                     | 3,419         | 102%           | 3,120             | 112%       | COGS - Merchandise               | 15,805        | 16,788        | 94%            | 15,108            | 105%       | 38,699           | 38,133    |
| 4,862                     | 4,636         | 105%           | 0                 | 0%         | COGS - Food & Beverage           | 21,842        | 28,342        | 77%            | 0                 | 0%         | 33,358           | 24,408    |
| 3,572                     | 2,475         | 144%           | 0                 | 0%         | COGS - Beer                      | 12,308        | 10,955        | 112%           | 0                 | 0%         | 13,430           | 14,977    |
| 471                       | 1,080         | 44%            | 0                 | 0%         | COGS - Liquor                    | 4,034         | 4,778         | 84%            | 0                 | 0%         | 5,858            | 4,743     |
| 296                       | 180           | 164%           | 0                 | 0%         | COGS - Wine                      | 1,321         | 1,032         | 128%           | 0                 | 0%         | 1,212            | 1,420     |
| 12,724                    | 11,790        | 108%           | 3,120             | 408%       | <b>Total COGS</b>                | 55,310        | 61,895        | 89%            | 15,108            | 366%       | 92,557           | 83,680    |
| 164,630                   | 162,024       | 102%           | 148,640           | 111%       | <b>GROSS MARGIN</b>              | 609,562       | 656,075       | 93%            | 575,168           | 106%       | 1,383,019        | 1,306,242 |
| 57.94%                    | 65.00%        | 89.14%         | 59.31%            | 97.68%     | COGS - Merchandise %             | 59.91%        | 65.00%        | 92.17%         | 58.50%            | 102.42%    | 65.00%           | 705.19%   |
| 50.32%                    | 38.00%        | 132.43%        | 0.00%             | 0.00%      | COGS - Food & Beverage %         | 41.34%        | 37.69%        | 109.69%        | 0.00%             | 0.00%      | 37.74%           | 240.24%   |
| 53.10%                    | 45.00%        | 117.99%        | 0.00%             | 0.00%      | COGS - Beer %                    | 45.85%        | 39.84%        | 114.59%        | 0.00%             | 0.00%      | 40.70%           | 273.94%   |
| 15.68%                    | 36.00%        | 43.55%         | 0.00%             | 0.00%      | COGS - Liquor %                  | 24.62%        | 28.69%        | 92.25%         | 0.00%             | 0.00%      | 28.03%           | 168.25%   |
| 43.69%                    | 36.00%        | 121.35%        | 0.00%             | 0.00%      | COGS - Wine %                    | 40.16%        | 27.16%        | 147.88%        | 0.00%             | 0.00%      | 28.19%           | 239.43%   |
| 45.85%                    | 39.49%        | 116.12%        | 0.00%             | 0.00%      | COGS - All Food & Bev            | 39.72%        | 36.26%        | 109.53%        | 0.00%             | 0.00%      | 36.74%           | 237.38%   |
| <b>PAYROLL</b>            |               |                |                   |            |                                  |               |               |                |                   |            |                  |           |
| 16,730                    | 20,854        | 80%            | 19,481            | 86%        | Gross Payroll - Salaried         | 82,250        | 104,268       | 79%            | 101,805           | 81%        | 250,243          | 212,601   |
| 4,615                     | 5,100         | 90%            | 0                 | 0%         | Gross Kitchen Payroll - Salaried | 26,648        | 25,200        | 106%           | 0                 | 0%         | 30,300           | 31,648    |
| 25,382                    | 26,421        | 96%            | 22,645            | 112%       | Gross Payroll - Hourly           | 127,423       | 142,484       | 89%            | 124,484           | 102%       | 344,414          | 305,812   |
| 5,400                     | 6,500         | 83%            | 0                 | 0%         | Gross Kitchen Payroll - Hourly   | 29,842        | 25,000        | 119%           | 0                 | 0%         | 31,500           | 33,599    |
| 52,127                    | 58,874        | 89%            | 42,126            | 124%       | S/T Wages                        | 266,163       | 296,952       | 90%            | 226,289           | 118%       | 656,457          | 583,660   |
| 3,316                     | 4,566         | 73%            | 3,172             | 105%       | Payroll Tax - FICA               | 18,853        | 22,577        | 84%            | 16,971            | 111%       | 50,141           | 43,059    |
| 537                       | 905           | 59%            | 538               | 100%       | Payroll Tax - UC                 | 1,896         | 4,273         | 44%            | 2,109             | 90%        | 7,216            | 3,839     |
| 956                       | 1,114         | 86%            | 760               | 126%       | Payroll Tax - WC                 | 5,086         | 5,458         | 93%            | 4,285             | 119%       | 12,064           | 11,012    |
| 5,935                     | 7,126         | 83%            | 6,122             | 97%        | Benefits                         | 29,284        | 34,132        | 86%            | 28,692            | 102%       | 78,017           | 65,808    |
| 10,743                    | 13,711        | 78%            | 10,591            | 101%       | S/T Adders                       | 55,119        | 66,439        | 83%            | 52,056            | 106%       | 147,439          | 123,718   |
| 62,871                    | 72,586        | 87%            | 52,717            | 119%       | <b>TOTAL PAYROLL</b>             | 321,282       | 363,391       | 88%            | 278,346           | 115%       | 803,897          | 707,377   |
| <b>OPERATING EXPENSES</b> |               |                |                   |            |                                  |               |               |                |                   |            |                  |           |
| 0                         | 50            | 0%             | 0                 | 0%         | Bar Supplies                     | 144           | 1,000         | 14%            | 0                 | 0%         | 1,050            | 406       |
| 7                         | 262           | 3%             | 262               | 3%         | Cart Supplies                    | 615           | 1,129         | 54%            | 1,129             | 54%        | 2,502            | 1,262     |
| 202                       | 1,000         | 20%            | 0                 | 0%         | Chemicals                        | 2,663         | 5,400         | 49%            | 0                 | 0%         | 11,200           | 2,663     |
| 305                       | 127           | 239%           | 127               | 242%       | Course Accessories               | 3,587         | 493           | 728%           | 3,205             | 14%        | 5,293            | 1,602     |
| 626                       | 600           | 104%           | 0                 | 0%         | Dining Room Supplies             | 3,784         | 1,950         | 194%           | 0                 | 0%         | 2,550            | 3,950     |
| 4,348                     | 5,500         | 79%            | 5,481             | 79%        | Fertilizer                       | 9,708         | 17,761        | 55%            | 15,630            | 62%        | 38,785           | 22,368    |
| 0                         | 0             | 0%             | 0                 | 0%         | Flowers/Decor                    | 0             | 0             | 0%             | 0                 | 0%         | 750              | 0         |
| 1,277                     | 1,200         | 106%           | 0                 | 0%         | Fuel                             | 4,919         | 6,165         | 80%            | 4,124             | 119%       | 15,034           | 13,626    |
| 0                         | 448           | 0%             | 335               | 0%         | Fungicides                       | 850           | 2,615         | 33%            | 2,727             | 31%        | 6,363            | 3,336     |
| 2,643                     | 2,700         | 98%            | 2,880             | 99%        | Herbicides                       | 7,326         | 9,865         | 74%            | 8,318             | 88%        | 28,748           | 17,143    |
| 526                       | 1,000         | 53%            | 653               | 81%        | Insecticides                     | 1,646         | 4,998         | 33%            | 6,838             | 24%        | 21,533           | 26,550    |
| 385                       | 332           | 116%           | 332               | 116%       | Janitorial Supplies              | 2,384         | 1,396         | 171%           | 1,246             | 191%       | 4,233            | 4,623     |
| 274                       | 200           | 137%           | 0                 | 0%         | Kitchen Supplies                 | 824           | 1,150         | 72%            | 0                 | 0%         | 1,350            | 1,078     |
| 220                       | 200           | 110%           | 0                 | 0%         | Laundry/Linens                   | 1,207         | 1,450         | 83%            | 0                 | 0%         | 1,650            | 1,284     |
| 0                         | 0             | 0%             | 0                 | 0%         | Laundry/Uniforms                 | 1,212         | 209           | 581%           | 209               | 581%       | 1,282            | 2,035     |
| 274                       | 307           | 89%            | 137               | 200%       | Office Supplies                  | 3,615         | 1,873         | 193%           | 1,603             | 226%       | 3,986            | 5,862     |
| 0                         | 0             | 0%             | 0                 | 0%         | Range Balls                      | 1,325         | 1,455         | 91%            | 1,455             | 91%        | 3,055            | 2,385     |
| 207                       | 50            | 415%           | 0                 | 0%         | Range Equipment                  | 501           | 755           | 66%            | 455               | 110%       | 1,789            | 1,211     |
| 0                         | 0             | 0%             | 0                 | 0%         | Range Expenses                   | 0             | 0             | 0%             | 0                 | 0%         | 0                | 0         |
| 1,031                     | 1,000         | 103%           | 2,281             | 45%        | Sand/Topdress                    | 2,042         | 4,600         | 44%            | 4,206             | 49%        | 14,959           | 6,865     |
| 0                         | 0             | 0%             | 0                 | 0%         | Seeds/Trees                      | 0             | 4,444         | 0%             | 4,444             | 0%         | 4,444            | 0         |
| 0                         | 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                         | 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)      |
| 114                       | 211           | 54%            | 411               | 28%        | Alarm System                     | 651           | 1,226         | 53%            | 1,876             | 35%        | 2,215            | 1,788     |

The Golf Club at Cypress Head  
Summary of All Units  
For the Five Months Ending February 28, 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        |
| 0      | 133    | 0%     | 33         | 0%   | Cart Repairs               | 589     | 533      | 110%     | 33         | 1777% | 1,233     | 589      |
| 151    | 507    | 30%    | 507        | 30%  | Computer Service           | 757     | 1,269    | 60%      | 1,269      | 60%   | 2,969     | 2,574    |
| 812    | 812    | 100%   | 0          | 0%   | Contract Cleaning          | 4,113   | 4,060    | 101%     | 0          | 0%    | 4,872     | 4,492    |
| 0      | 0      | 0%     | 0          | 0%   | Guest Relations            | 64      | 0        | -106500% | 32         | 200%  | 0         | 64       |
| 0      | 0      | 0%     | 0          | 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      | 77     | 0%     | 571        | 0%   | Irrigation                 | 1,587   | 2,334    | 68%      | 1,023      | 155%  | 6,422     | 6,336    |
| 0      | 0      | 0%     | 0          | 0%   | Lesson Expense             | 0       | 150      | 0%       | 0          | 0%    | 426       | 0        |
| 0      | 125    | 0%     | 0          | 0%   | Pest Control               | 375     | 625      | 60%      | 0          | 0%    | 750       | 500      |
| 1,577  | 1,950  | 81%    | 3,008      | 52%  | Repair & Maint - Equipment | 9,314   | 11,729   | 79%      | 10,675     | 87%   | 26,348    | 27,898   |
| 90     | 100    | 90%    | 0          | 0%   | Repair & Maint - Building  | 1,260   | 1,664    | 76%      | 2,333      | 54%   | 3,807     | 2,597    |
| 5,356  | 5,356  | 100%   | 5,356      | 100% | Cart Lease                 | 26,778  | 26,778   | 100%     | 26,778     | 100%  | 64,268    | 64,268   |
| 5,466  | 5,466  | 100%   | 4,886      | 112% | Equipment Lease            | 27,340  | 27,331   | 100%     | 24,431     | 112%  | 64,692    | 61,694   |
| 168    | 168    | 100%   | 168        | 100% | Off-Site Storage           | 840     | 840      | 100%     | 840        | 100%  | 2,016     | 2,016    |
| 1,194  | 1,112  | 107%   | 1,111      | 108% | Utilities - Electric       | 5,852   | 5,164    | 113%     | 5,153      | 114%  | 13,296    | 14,071   |
| 572    | 600    | 95%    | 0          | 0%   | Utilities - Gas            | 4,624   | 3,000    | 154%     | 0          | 0%    | 3,600     | 4,624    |
| 3,095  | 3,979  | 78%    | 3,964      | 78%  | Utilities - Other          | 15,402  | 20,434   | 75%      | 20,350     | 76%   | 46,571    | 48,235   |
| 243    | 251    | 97%    | 199        | 122% | Utilities - Telephone/Fax  | 795     | 1,294    | 61%      | 1,294      | 61%   | 3,037     | 2,697    |
| 236    | 246    | 96%    | 244        | 97%  | Utilities - Water          | 1,124   | 1,247    | 90%      | 1,235      | 91%   | 2,887     | 2,957    |
| 1,465  | 2,027  | 72%    | 327        | 449% | Advertising & Promotion    | 8,000   | 10,634   | 75%      | 6,134      | 130%  | 26,647    | 21,294   |
| 477    | 500    | 95%    | 594        | 62%  | Bank Charges               | 2,292   | 1,873    | 122%     | 2,608      | 88%   | 4,240     | 5,753    |
| (167)  | 0      | 46286% | (340)      | 49%  | Cash Short/(Over)          | (1,331) | 0        | 403397%  | 159        | -89%  | 0         | (2,165)  |
| 242    | 200    | 121%   | 150        | 161% | Cell Phone                 | 992     | 1,000    | 99%      | 950        | 104%  | 2,400     | 2,142    |
| 4,323  | 4,098  | 105%   | 4,057      | 107% | City Surcharge R & R       | 16,390  | 17,639   | 93%      | 17,466     | 94%   | 39,942    | 38,280   |
| 0      | 0      | 0%     | 0          | 0%   | Copier/Photocopies         | 0       | 108      | 0%       | 18         | 0%    | 442       | 693      |
| 2,225  | 2,270  | 98%    | 2,270      | 98%  | Credit Card Discounts      | 12,683  | 11,553   | 110%     | 11,553     | 110%  | 27,270    | 25,540   |
| 316    | 0      | 0%     | 0          | 0%   | Donations                  | 316     | 0        | 632000%  | (267)      | -118% | 200       | 316      |
| 0      | 0      | 0%     | 0          | 0%   | Dues & Subscriptions       | 200     | 220      | 91%      | 220        | 91%   | 1,179     | 1,019    |
| 0      | 51     | 0%     | 50         | 0%   | Education & Training       | 0       | 579      | 0%       | 575        | 0%    | 779       | (50)     |
| 78     | 136    | 58%    | 136        | 58%  | Employee Relations         | 1,086   | 1,291    | 84%      | 1,291      | 84%   | 2,096     | 1,516    |
| 11     | 31     | 34%    | 31         | 34%  | Employee Testing           | 104     | 236      | 44%      | 234        | 44%   | 440       | 484      |
| 4,341  | 3,974  | 109%   | 3,858      | 113% | Insurance Expense          | 21,707  | 19,872   | 109%     | 19,292     | 113%  | 47,691    | 50,328   |
| 0      | 40     | 0%     | 0          | 0%   | Member Relations           | 0       | 198      | 0%       | 38         | 0%    | 478       | 27       |
| 0      | 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    |
| 2,000  | 0      | 0%     | 0          | 0%   | O/S - Accounting           | 12,000  | 12,500   | 96%      | 12,000     | 100%  | 12,500    | 12,000   |
| 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   |
| 450    | 450    | 100%   | 1,265      | 36%  | Payroll Processing Fee     | 2,928   | 2,250    | 130%     | 5,791      | 51%   | 5,398     | 7,525    |
| 95     | 40     | 237%   | 40         | 237% | Postage/Shipping           | 571     | 225      | 254%     | 225        | 254%  | 801       | 1,285    |
| (30)   | 273    | -11%   | 270        | -11% | Tax/Licenses/Fees          | (150)   | 153      | -98%     | 150        | -100% | (82)      | 30       |
| 0      | 0      | 0%     | 0          | 0%   | Theft Loss                 | 82      | 0        | 0%       | 0          | 0%    | 0         | 82       |
| 727    | 0      | 0%     | 663        | 110% | Travel - Meals             | 1,570   | 0        | 0%       | 1,358      | 116%  | 0         | 1,921    |
| 86     | 1,284  | 7%     | 134        | 64%  | Travel - Other             | 815     | 6,327    | 13%      | 4,477      | 18%   | 16,914    | 5,996    |
| 0      | 0      | 0%     | 0          | 0%   | Website Expenses           | 0       | 0        | 0%       | 0          | 0%    | 2,400     | 0        |
| 63     | 0      | 0%     | 0          | 0%   | Employee Meals             | 113     | 0        | 0%       | 0          | 0%    | 0         | 173      |
| 48,101 | 51,444 | 94%    | 46,239     | 104% | TOTAL OPERATING EXPENSES   | 228,087 | 270,035  | 84%      | 239,821    | 95%   | 630,948   | 562,357  |
| 53,658 | 37,995 | 141%   | 49,683     | 108% | EBITDA                     | 60,193  | 22,650   | 266%     | 57,002     | 106%  | (51,825)  | 36,508   |
| 6,684  | 6,570  | 102%   | 5,713      | 117% | Management Fee             | 33,420  | 32,849   | 102%     | 28,564     | 117%  | 73,696    | 74,267   |
| 6,684  | 6,570  | 102%   | 5,713      | 117% | Management Fees            | 33,420  | 32,849   | 102%     | 28,564     | 117%  | 73,696    | 74,267   |
| 23     | 98     | 24%    | 37         | 63%  | Deprec - Mach & Equip      | 116     | 490      | 24%      | 184        | 63%   | 1,176     | 209      |
| 72     | 283    | 26%    | 117        | 62%  | Deprec - Buildings         | 362     | 1,415    | 26%      | 582        | 62%   | 3,396     | 649      |
| 96     | 381    | 25%    | 154        | 62%  | S/T DEPR. & AMORT          | 478     | 1,905    | 25%      | 766        | 62%   | 4,572     | 858      |
| 46,879 | 31,044 | 151%   | 43,817     | 107% | NET INCOME                 | 26,295  | (12,104) | -217%    | 27,671     | 95%   | (130,094) | (38,617) |

The Golf Club at Cypress Head  
Course & Grounds  
For the Five Months Ending February 28, 2018

| MTD<br>Actual             | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                            | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |         |
|---------------------------|---------------|----------------|-------------------|------------|----------------------------|---------------|---------------|----------------|-------------------|------------|------------------|---------|
| <b>REVENUES</b>           |               |                |                   |            |                            |               |               |                |                   |            |                  |         |
| 85,522                    | 82,175        | 104%           | 81,362            | 105%       | Green Fees                 | 305,143       | 315,031       | 97%            | 311,911           | 98%        | 703,233          | 663,744 |
| 4,323                     | 4,098         | 106%           | 4,057             | 107%       | City Surcharge R & R       | 16,390        | 17,641        | 93%            | 17,466            | 94%        | 39,944           | 38,280  |
| 89,845                    | 86,273        | 104%           | 85,419            | 105%       | Total Revenues             | 321,533       | 332,671       | 97%            | 329,378           | 98%        | 743,178          | 702,024 |
| 89,845                    | 86,273        | 104%           | 85,419            | 105%       | GROSS MARGIN               | 321,533       | 332,671       | 97%            | 329,378           | 98%        | 743,178          | 702,024 |
| <b>PAYROLL</b>            |               |                |                   |            |                            |               |               |                |                   |            |                  |         |
| 6,308                     | 8,083         | 78%            | 8,197             | 77%        | Gross Payroll - Salaried   | 26,673        | 40,417        | 66%            | 44,339            | 60%        | 97,000           | 71,601  |
| 13,626                    | 15,960        | 85%            | 12,933            | 105%       | Gross Payroll - Hourly     | 72,926        | 86,072        | 85%            | 75,786            | 96%        | 208,055          | 183,632 |
| 19,934                    | 24,044        | 83%            | 21,130            | 94%        | S/T Wages                  | 99,600        | 126,489       | 79%            | 120,124           | 83%        | 305,055          | 255,233 |
| 1,259                     | 1,839         | 68%            | 1,477             | 85%        | Payroll Tax - FICA         | 6,937         | 9,676         | 72%            | 8,491             | 82%        | 23,337           | 18,258  |
| 207                       | 438           | 47%            | 252               | 82%        | Payroll Tax - UC           | 633           | 1,017         | 62%            | 1,142             | 55%        | 2,330            | 1,531   |
| 342                       | 439           | 78%            | 369               | 93%        | Payroll Tax - WC           | 1,893         | 2,311         | 82%            | 2,142             | 88%        | 5,573            | 4,680   |
| 2,425                     | 3,289         | 74%            | 3,941             | 62%        | Benefits                   | 10,446        | 16,447        | 64%            | 17,946            | 58%        | 39,472           | 31,638  |
| 4,233                     | 6,006         | 70%            | 6,039             | 70%        | S/T Adders                 | 19,910        | 29,451        | 68%            | 29,720            | 67%        | 70,712           | 56,107  |
| 24,167                    | 30,049        | 80%            | 27,169            | 89%        | TOTAL PAYROLL              | 119,509       | 155,940       | 77%            | 149,845           | 80%        | 375,767          | 311,340 |
| <b>OPERATING EXPENSES</b> |               |                |                   |            |                            |               |               |                |                   |            |                  |         |
| 202                       | 1,000         | 20%            | 0                 | 0%         | Chemicals                  | 2,663         | 5,400         | 49%            | 0                 | 0%         | 11,200           | 2,663   |
| 305                       | 127           | 239%           | 126               | 242%       | Course Accessories         | 493           | 3,587         | 14%            | 3,205             | 15%        | 5,293            | 1,602   |
| 4,348                     | 5,500         | 79%            | 5,481             | 79%        | Fertilizer                 | 9,708         | 17,761        | 55%            | 15,630            | 62%        | 38,785           | 22,368  |
| 0                         | 0             | 0%             | 0                 | 0%         | Flowers/Decor              | 0             | 0             | 0%             | 0                 | 0%         | 750              | 0       |
| 1,277                     | 1,200         | 106%           | 0                 | 0%         | Fuel                       | 4,919         | 6,165         | 80%            | 4,124             | 119%       | 15,034           | 13,626  |
| 0                         | 448           | 0%             | 335               | 0%         | Fungicides                 | 850           | 2,615         | 33%            | 2,727             | 31%        | 6,363            | 3,336   |
| 2,643                     | 2,700         | 98%            | 2,680             | 99%        | Herbicides                 | 7,326         | 9,865         | 74%            | 8,318             | 88%        | 28,748           | 17,143  |
| 526                       | 1,000         | 53%            | 653               | 81%        | Insecticides               | 1,646         | 4,998         | 33%            | 6,838             | 24%        | 21,533           | 26,550  |
| 1,031                     | 1,000         | 103%           | 2,281             | 45%        | Sand/Topdress              | 2,042         | 4,600         | 44%            | 4,206             | 49%        | 14,959           | 6,865   |
| 0                         | 0             | 0%             | 0                 | 0%         | Seeds/Trees                | 0             | 4,444         | 0%             | 4,400             | 0%         | 4,444            | 0       |
| 0                         | 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                         | 77            | 0%             | 571               | 0%         | Irrigation                 | 1,587         | 2,334         | 68%            | 1,023             | 155%       | 6,422            | 6,336   |
| 1,551                     | 1,800         | 86%            | 3,008             | 52%        | Repair & Maint - Equipment | 8,529         | 9,178         | 93%            | 8,697             | 98%        | 22,304           | 26,041  |
| 0                         | 100           | 0%             | 0                 | 0%         | Repair & Maint - Building  | 100           | 500           | 20%            | 0                 | 0%         | 1,200            | 110     |
| 5,316                     | 5,316         | 100%           | 4,886             | 109%       | Equipment Lease            | 26,580        | 26,581        | 100%           | 24,431            | 109%       | 63,792           | 60,784  |
| 223                       | 190           | 117%           | 188               | 118%       | Utilities - Electric       | 1,116         | 1,086         | 97%            | 1,105             | 98%        | 2,810            | 2,783   |
| 1,162                     | 1,544         | 75%            | 1,528             | 76%        | Utilities - Other          | 5,709         | 8,491         | 67%            | 8,407             | 68%        | 19,255           | 21,890  |
| 0                         | 101           | 0%             | 199               | 0%         | Utilities - Telephone/Fax  | 408           | 502           | 81%            | 497               | 82%        | 1,171            | 1,118   |
| 236                       | 246           | 96%            | 244               | 97%        | Utilities - Water          | 1,124         | 1,247         | 90%            | 1,235             | 91%        | 2,887            | 2,957   |
| 0                         | 51            | 0%             | 50                | 0%         | Education & Training       | 0             | 429           | 0%             | 425               | 0%         | 429              | (50)    |
| 0                         | 0             | 0%             | 0                 | 0%         | Employee Relations         | 0             | 0             | 0%             | 0                 | 0%         | 201              | 0       |
| 11                        | 31            | 34%            | 31                | 34%        | Employee Testing           | 104           | 236           | 44%            | 234               | 44%        | 440              | 484     |
| 0                         | 0             | 0%             | 0                 | 0%         | O/S - Other                | 0             | 0             | 0%             | 0                 | 0%         | 9,842            | 12,600  |
| 0                         | 303           | 0%             | 300               | 0%         | Tax/Licenses/Fees          | 0             | 303           | 0%             | 300               | 0%         | 303              | 0       |
| 0                         | 50            | 0%             | 0                 | 0%         | Travel - Other             | 0             | 250           | 0%             | 0                 | 0%         | 851              | 0       |
| 18,830                    | 22,784        | 83%            | 22,561            | 83%        | TOTAL OPERATING EXPENSES   | 75,094        | 111,218       | 68%            | 96,413            | 78%        | 280,678          | 231,016 |
| 46,848                    | 33,440        | 140%           | 35,689            | 131%       | EBITDA                     | 126,930       | 65,514        | 194%           | 83,120            | 153%       | 86,733           | 159,668 |
| 46,848                    | 33,440        | 140%           | 35,689            | 131%       | NET INCOME                 | 126,930       | 65,514        | 194%           | 83,120            | 153%       | 86,733           | 159,668 |

The Golf Club at Cypress Head  
Carts  
For the Five Months Ending February 28, 2018

| MTD<br>Actual | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                          | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |         |
|---------------|---------------|----------------|-------------------|------------|--------------------------|---------------|---------------|----------------|-------------------|------------|------------------|---------|
| 56,219        | 56,153        | 100%           | 56,153            | 100%       | REVENUES                 | 198,321       | 214,939       | 92%            | 214,939           | 92%        | 477,628          | 459,534 |
| 56,219        | 56,153        | 100%           | 56,153            | 100%       | Cart Fee                 | 198,321       | 214,939       | 92%            | 214,939           | 92%        | 477,628          | 459,534 |
| 56,219        | 56,153        | 100%           | 56,153            | 100%       | Total Revenues           | 198,321       | 214,939       | 92%            | 214,939           | 92%        | 477,628          | 459,534 |
|               |               |                |                   |            | GROSS MARGIN             | 198,321       | 214,939       | 92%            | 214,939           | 92%        | 477,628          | 459,534 |
| 6,203         | 6,836         | 91%            | 6,632             | 94%        | PAYROLL                  | 33,749        | 36,868        | 92%            | 31,993            | 105%       | 89,117           | 79,408  |
| 6,203         | 6,836         | 91%            | 6,632             | 94%        | Gross Payroll - Hourly   | 33,749        | 36,868        | 92%            | 31,993            | 105%       | 89,117           | 79,408  |
| 488           | 523           | 93%            | 527               | 93%        | S/T Wages                | 2,685         | 2,820         | 95%            | 2,525             | 106%       | 6,817            | 6,266   |
| 82            | 142           | 58%            | 104               | 79%        | Payroll Tax - FICA       | 379           | 588           | 64%            | 458               | 83%        | 1,674            | 1,086   |
| 118           | 125           | 94%            | 114               | 103%       | Payroll Tax - UC         | 633           | 674           | 94%            | 599               | 106%       | 1,628            | 1,456   |
| 10            | 9             | 113%           | 9                 | 108%       | Payroll Tax - WC         | 45            | 46            | 98%            | 34                | 134%       | 111              | 103     |
| 698           | 799           | 87%            | 754               | 93%        | Benefits                 | 3,741         | 4,127         | 91%            | 3,615             | 103%       | 10,231           | 8,910   |
|               |               |                |                   |            | S/T Adders               | 37,491        | 40,995        | 91%            | 35,608            | 105%       | 99,348           | 88,318  |
| 6,902         | 7,635         | 90%            | 7,386             | 93%        | TOTAL PAYROLL            |               |               |                |                   |            |                  |         |
| 7             | 262           | 3%             | 262               | 3%         | OPERATING EXPENSES       | 615           | 1,129         | 54%            | 1,129             | 54%        | 2,502            | 1,262   |
| 0             | 133           | 0%             | 33                | 0%         | Cart Supplies            | 589           | 533           | 110%           | 33                | 1777%      | 1,233            | 589     |
| 5,356         | 5,356         | 100%           | 5,356             | 100%       | Cart Repairs             | 26,778        | 26,778        | 100%           | 26,778            | 100%       | 64,268           | 64,268  |
| 971           | 922           | 105%           | 922               | 105%       | Cart Lease               | 4,766         | 4,048         | 118%           | 4,048             | 118%       | 10,486           | 11,288  |
| 6,334         | 6,673         | 95%            | 6,573             | 96%        | Utilities - Electric     | 32,748        | 32,489        | 101%           | 31,989            | 102%       | 78,490           | 77,406  |
|               |               |                |                   |            | TOTAL OPERATING EXPENSES |               |               |                |                   |            |                  |         |
| 42,984        | 41,846        | 103%           | 42,194            | 102%       | EBITDA                   | 128,083       | 141,455       | 91%            | 147,343           | 87%        | 299,790          | 293,810 |
| 42,984        | 41,846        | 103%           | 42,194            | 102%       | NET INCOME               | 128,083       | 141,455       | 91%            | 147,343           | 87%        | 299,790          | 293,810 |

The Golf Club at Cypress Head  
Range  
For the Five Months Ending February 28, 2018

| MTD<br>Actual | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                            | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |        |
|---------------|---------------|----------------|-------------------|------------|----------------------------|---------------|---------------|----------------|-------------------|------------|------------------|--------|
| 3,861         | 3,722         | 104%           | 3,722             | 104%       | REVENUES                   |               |               |                |                   |            |                  |        |
| 3,861         | 3,722         | 104%           | 3,722             | 104%       | Range                      | 15,623        | 15,693        | 100%           | 15,693            | 100%       | 36,706           | 35,782 |
| 3,861         | 3,722         | 104%           | 3,722             | 104%       | Total Revenues             | 15,623        | 15,693        | 100%           | 15,693            | 100%       | 36,706           | 35,782 |
| 3,861         | 3,722         | 104%           | 3,722             | 104%       | GROSS MARGIN               | 15,623        | 15,693        | 100%           | 15,693            | 100%       | 36,706           | 35,782 |
| 0             | 0             | 0%             | 0                 | 0%         | OPERATING EXPENSES         |               |               |                |                   |            |                  |        |
| 207           | 50            | 415%           | 0                 | 0%         | Range Balls                | 1,325         | 1,455         | 91%            | 1,455             | 91%        | 3,055            | 2,385  |
| 0             | 0             | 0%             | 0                 | 0%         | Range Equipment            | 501           | 755           | 66%            | 455               | 110%       | 1,789            | 1,211  |
| 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      |
| 207           | 50            | 415%           | 0                 | 0%         | TOTAL OPERATING EXPENSES   | 1,826         | 2,510         | 73%            | 1,910             | 96%        | 5,444            | 3,596  |
| 3,653         | 3,672         | 99%            | 3,722             | 98%        | EBITDA                     | 13,796        | 13,183        | 105%           | 13,783            | 100%       | 31,262           | 32,186 |
| 3,653         | 3,672         | 99%            | 3,722             | 98%        | NET INCOME                 | 13,796        | 13,183        | 105%           | 13,783            | 100%       | 31,262           | 32,186 |



The Golf Club at Cypress Head  
F & B Cafe  
For the Five Months Ending February 28, 2018

| MTD<br>Actual      | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                                  | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |          |
|--------------------|---------------|----------------|-------------------|------------|----------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|----------|
| REVENUES           |               |                |                   |            |                                  |               |               |                |                   |            |                  |          |
| 9,701              | 12,200        | 80%            | 0                 | 0%         | Food & Beverage                  | 52,835        | 75,200        | 70%            | 0                 | 0%         | 88,400           | 61,232   |
| 6,727              | 5,500         | 122%           | 0                 | 0%         | Beer                             | 26,963        | 27,500        | 98%            | 0                 | 0%         | 33,000           | 32,484   |
| 3,006              | 3,000         | 100%           | 0                 | 0%         | Liquor                           | 16,382        | 17,900        | 92%            | 0                 | 0%         | 20,900           | 17,928   |
| 677                | 500           | 135%           | 0                 | 0%         | Wine                             | 3,290         | 3,800         | 87%            | 0                 | 0%         | 4,300            | 3,614    |
| 0                  | 0             | 0%             | 0                 | 0%         | F&B Other                        | 191           | 0             | 0%             | 0                 | 0%         | 0                | 191      |
| 20,111             | 21,200        | 95%            | 0                 | 0%         | Total Revenues                   | 99,661        | 124,400       | 80%            | 0                 | 0%         | 146,600          | 115,449  |
| COST OF GOODS SOLD |               |                |                   |            |                                  |               |               |                |                   |            |                  |          |
| 4,882              | 4,636         | 105%           | 0                 | 0%         | COGS - Food & Beverage           | 21,842        | 28,342        | 77%            | 0                 | 0%         | 33,358           | 24,408   |
| 3,572              | 2,475         | 144%           | 0                 | 0%         | COGS - Beer                      | 12,308        | 10,955        | 112%           | 0                 | 0%         | 13,430           | 14,977   |
| 471                | 1,080         | 44%            | 0                 | 0%         | COGS - Liquor                    | 4,034         | 4,778         | 84%            | 0                 | 0%         | 5,858            | 4,743    |
| 296                | 180           | 164%           | 0                 | 0%         | COGS - Wine                      | 1,321         | 1,032         | 128%           | 0                 | 0%         | 1,212            | 1,420    |
| 9,221              | 8,371         | 110%           | 0                 | 0%         | Total COGS                       | 39,505        | 45,107        | 88%            | 0                 | 0%         | 53,858           | 45,548   |
| 10,890             | 12,829        | 85%            | 0                 | 0%         | GROSS MARGIN                     | 60,156        | 79,293        | 76%            | 0                 | 0%         | 92,742           | 69,902   |
| 50.32%             | 38.00%        | 132.43%        | 0.00%             | 0.00%      | COGS - Food & Beverage %         | 41.34%        | 37.69%        | 109.69%        | 0.00%             | 0.00%      | 37.74%           | 240.24%  |
| 53.10%             | 45.00%        | 117.99%        | 0.00%             | 0.00%      | COGS - Beer %                    | 45.65%        | 39.84%        | 114.59%        | 0.00%             | 0.00%      | 40.70%           | 273.94%  |
| 15.68%             | 36.00%        | 43.55%         | 0.00%             | 0.00%      | COGS - Liquor %                  | 24.62%        | 26.69%        | 92.25%         | 0.00%             | 0.00%      | 28.03%           | 168.25%  |
| 43.69%             | 36.00%        | 121.35%        | 0.00%             | 0.00%      | COGS - Wine %                    | 40.16%        | 27.16%        | 147.88%        | 0.00%             | 0.00%      | 28.19%           | 239.43%  |
| 45.85%             | 39.49%        | 116.12%        | 0.00%             | 0.00%      | COGS - All Food & Bev            | 39.72%        | 36.26%        | 109.53%        | 0.00%             | 0.00%      | 36.74%           | 237.38%  |
| PAYROLL            |               |                |                   |            |                                  |               |               |                |                   |            |                  |          |
| 4,615              | 5,100         | 90%            | 0                 | 0%         | Gross Kitchen Payroll - Salaried | 26,648        | 25,200        | 106%           | 0                 | 0%         | 30,300           | 31,648   |
| 5,400              | 6,500         | 83%            | 0                 | 0%         | Gross Kitchen Payroll - Hourly   | 29,842        | 25,000        | 119%           | 0                 | 0%         | 31,500           | 33,599   |
| 10,016             | 11,600        | 86%            | 0                 | 0%         | S/T Wages                        | 56,490        | 50,200        | 113%           | 0                 | 0%         | 61,800           | 65,247   |
| 728                | 950           | 77%            | 0                 | 0%         | Payroll Tax - FICA               | 4,186         | 3,700         | 113%           | 0                 | 0%         | 4,650            | 5,054    |
| 122                | 85            | 143%           | 0                 | 0%         | Payroll Tax - UC                 | 523           | 1,970         | 27%            | 0                 | 0%         | 2,055            | 618      |
| 212                | 250           | 85%            | 0                 | 0%         | Payroll Tax - WC                 | 1,123         | 950           | 118%           | 0                 | 0%         | 1,200            | 1,254    |
| 1,047              | 1,000         | 105%           | 0                 | 0%         | Benefits                         | 4,841         | 3,500         | 138%           | 0                 | 0%         | 4,500            | 4,841    |
| 2,109              | 2,285         | 92%            | 0                 | 0%         | S/T Adders                       | 10,673        | 10,120        | 105%           | 0                 | 0%         | 12,405           | 11,766   |
| 12,125             | 13,885        | 87%            | 0                 | 0%         | TOTAL PAYROLL                    | 67,163        | 60,320        | 111%           | 0                 | 0%         | 74,205           | 77,013   |
| OPERATING EXPENSES |               |                |                   |            |                                  |               |               |                |                   |            |                  |          |
| 0                  | 50            | 0%             | 0                 | 0%         | Bar Supplies                     | 144           | 1,000         | 14%            | 0                 | 0%         | 1,050            | 406      |
| 626                | 600           | 104%           | 0                 | 0%         | Dining Room Supplies             | 3,784         | 1,950         | 194%           | 0                 | 0%         | 2,550            | 3,950    |
| 274                | 200           | 137%           | 0                 | 0%         | Kitchen Supplies                 | 824           | 1,150         | 72%            | 0                 | 0%         | 1,350            | 1,078    |
| 220                | 200           | 110%           | 0                 | 0%         | Laundry/Linens                   | 1,207         | 1,450         | 83%            | 0                 | 0%         | 1,650            | 1,284    |
| 0                  | 50            | 0%             | 0                 | 0%         | Office Supplies                  | 316           | 250           | 127%           | 0                 | 0%         | 300              | 316      |
| 812                | 812           | 100%           | 0                 | 0%         | Contract Cleaning                | 4,113         | 4,060         | 101%           | 0                 | 0%         | 4,872            | 4,492    |
| 0                  | 125           | 0%             | 0                 | 0%         | Pest Control                     | 0             | 625           | 0%             | 0                 | 0%         | 750              | 125      |
| 26                 | 150           | 17%            | 0                 | 0%         | Repair & Maint - Equipment       | 650           | 1,200         | 54%            | 0                 | 0%         | 1,350            | 650      |
| 150                | 150           | 100%           | 0                 | 0%         | Equipment Lease                  | 760           | 750           | 101%           | 0                 | 0%         | 900              | 910      |
| 572                | 600           | 95%            | 0                 | 0%         | Utilities - Gas                  | 4,624         | 3,000         | 154%           | 0                 | 0%         | 3,600            | 4,624    |
| 0                  | 0             | 0%             | 0                 | 0%         | Theft Loss                       | 82            | 0             | 0%             | 0                 | 0%         | 0                | 82       |
| 2,680              | 2,937         | 91%            | 0                 | 0%         | TOTAL OPERATING EXPENSES         | 16,504        | 15,435        | 107%           | 0                 | 0%         | 18,372           | 17,917   |
| (3,915)            | (3,993)       | 98%            | 0                 | 0%         | EBITDA                           | (23,511)      | 3,538         | -665%          | 0                 | 0%         | 165              | (25,028) |
| 857                | 857           | 100%           | 0                 | 0%         | Management Fee                   | 4,285         | 4,285         | 100%           | 0                 | 0%         | 5,142            | 5,142    |
| 857                | 857           | 100%           | 0                 | 0%         | Management Fees                  | 4,285         | 4,285         | 100%           | 0                 | 0%         | 5,142            | 5,142    |
| (4,772)            | (4,850)       | 98%            | 0                 | 0%         | NET INCOME                       | (27,795)      | (747)         | 3721%          | 0                 | 0%         | (4,977)          | (30,170) |

The Golf Club at Cypress Head  
Golf Shop  
For the Five Months Ending February 28, 2018

| MTD<br>Actual             | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                           | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |         |
|---------------------------|---------------|----------------|-------------------|------------|---------------------------|---------------|---------------|----------------|-------------------|------------|------------------|---------|
| <b>REVENUES</b>           |               |                |                   |            |                           |               |               |                |                   |            |                  |         |
| 0                         | 0             | 0%             | 0                 | 0%         | Merchandise               | 0             | 0             | 0%             | 0                 | 0%         | 0                | 30      |
| 80                        | 280           | 29%            | 280               | 29%        | Handicap Fee              | 161           | 980           | 16%            | 980               | 16%        | 4,538            | 3,811   |
| 851                       | 645           | 132%           | 645               | 132%       | Lessons                   | 2,092         | 2,409         | 87%            | 2,409             | 87%        | 4,480            | 5,954   |
| 340                       | 280           | 121%           | 280               | 121%       | Rental Clubs              | 1,100         | 1,050         | 105%           | 1,050             | 105%       | 2,909            | 2,900   |
| 6,047                     | 5,260         | 115%           | 5,260             | 115%       | Retail                    | 26,381        | 25,827        | 102%           | 25,827            | 102%       | 59,537           | 64,438  |
| 7,318                     | 6,465         | 113%           | 6,465             | 113%       | Total Revenues            | 29,734        | 30,266        | 98%            | 30,266            | 98%        | 71,464           | 77,133  |
| <b>COST OF GOODS SOLD</b> |               |                |                   |            |                           |               |               |                |                   |            |                  |         |
| 3,504                     | 3,419         | 102%           | 3,120             | 112%       | COGS - Merchandise        | 15,805        | 16,788        | 94%            | 15,108            | 105%       | 38,699           | 38,133  |
| 3,504                     | 3,419         | 102%           | 3,120             | 112%       | Total COGS                | 15,805        | 16,788        | 94%            | 15,108            | 105%       | 38,699           | 38,133  |
| 3,815                     | 3,046         | 125%           | 3,345             | 114%       | GROSS MARGIN              | 13,929        | 13,479        | 103%           | 15,158            | 92%        | 32,765           | 39,001  |
| 57.94%                    | 65.00%        | 89.14%         | 59.31%            | 97.68%     | COGS - Merchandise %      | 59.91%        | 65.00%        | 92.17%         | 58.50%            | 102.42%    | 65.00%           | 705.19% |
| <b>PAYROLL</b>            |               |                |                   |            |                           |               |               |                |                   |            |                  |         |
| 4,774                     | 3,624         | 132%           | 3,080             | 155%       | Gross Payroll - Hourly    | 16,917        | 19,544        | 87%            | 16,706            | 101%       | 47,241           | 38,943  |
| 4,774                     | 3,624         | 132%           | 3,080             | 155%       | S/T Wages                 | 16,917        | 19,544        | 87%            | 16,706            | 101%       | 47,241           | 38,943  |
| 336                       | 277           | 121%           | 245               | 137%       | Payroll Tax - FICA        | 1,294         | 1,495         | 87%            | 1,309             | 99%        | 3,614            | 3,055   |
| 55                        | 75            | 72%            | 48                | 114%       | Payroll Tax - UC          | 142           | 267           | 53%            | 178               | 80%        | 721              | 365     |
| 81                        | 66            | 122%           | 53                | 153%       | Payroll Tax - WC          | 310           | 357           | 87%            | 301               | 103%       | 863              | 711     |
| 471                       | 419           | 112%           | 345               | 136%       | S/T Adders                | 1,746         | 2,119         | 82%            | 1,788             | 98%        | 5,198            | 4,131   |
| 5,245                     | 4,043         | 130%           | 3,425             | 153%       | TOTAL PAYROLL             | 18,663        | 21,663        | 86%            | 18,494            | 101%       | 52,439           | 43,074  |
| <b>OPERATING EXPENSES</b> |               |                |                   |            |                           |               |               |                |                   |            |                  |         |
| 0                         | 118           | 0%             | 118               | 0%         | Office Supplies           | 89            | 579           | 15%            | 579               | 15%        | 892              | 370     |
| 0                         | 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                         | 0             | 0%             | 0                 | 0%         | Handicap Expense          | 0             | 300           | 0%             | 300               | 0%         | 4,360            | 4,433   |
| 0                         | 0             | 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       |
| 0                         | 118           | 0%             | 118               | 0%         | TOTAL OPERATING EXPENSES  | 59            | 1,906         | 3%             | 1,331             | 4%         | 7,954            | 5,052   |
| (1,430)                   | (1,115)       | 128%           | (198)             | 722%       | EBITDA                    | (4,794)       | (10,091)      | 48%            | (4,667)           | 103%       | (27,628)         | (9,126) |
| (1,430)                   | (1,115)       | 128%           | (198)             | 722%       | NET INCOME                | (4,794)       | (10,091)      | 48%            | (4,667)           | 103%       | (27,628)         | (9,126) |

The Golf Club at Cypress Head  
G & A  
For the Five Months Ending February 28, 2018

| MTD<br>Actual             | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                                 | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |           |
|---------------------------|---------------|----------------|-------------------|------------|---------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|-----------|
| <b>PAYROLL</b>            |               |                |                   |            |                                 |               |               |                |                   |            |                  |           |
| 7,274                     | 9,417         | 77%            | 8,061             | 90%        | Gross Payroll - Salaried        | 38,556        | 47,085        | 82%            | 40,834            | 94%        | 113,004          | 99,858    |
| 779                       | 0             | 0%             | 0                 | 0%         | Gross Payroll - Hourly          | 3,830         | 0             | 0%             | 0                 | 0%         | 0                | 3,830     |
| 8,052                     | 9,417         | 86%            | 8,061             | 100%       | S/T Wages                       | 42,386        | 47,085        | 90%            | 40,834            | 104%       | 113,004          | 103,688   |
| 357                       | 720           | 50%            | 671               | 53%        | Payroll Tax - FICA              | 2,596         | 3,602         | 72%            | 3,435             | 76%        | 8,645            | 7,555     |
| 35                        | 95            | 36%            | 88                | 39%        | Payroll Tax - UC                | 149           | 291           | 51%            | 237               | 63%        | 291              | 149       |
| 144                       | 172           | 83%            | 168               | 85%        | Payroll Tax - WC                | 802           | 860           | 93%            | 947               | 85%        | 2,065            | 2,091     |
| 1,991                     | 2,377         | 84%            | 1,749             | 114%       | Benefits                        | 11,633        | 11,884        | 98%            | 8,611             | 135%       | 28,522           | 23,941    |
| 2,526                     | 3,365         | 75%            | 2,675             | 94%        | S/T Adders                      | 15,180        | 16,638        | 91%            | 13,230            | 115%       | 39,522           | 33,736    |
| 10,579                    | 12,782        | 83%            | 10,736            | 99%        | <b>TOTAL PAYROLL</b>            | 57,566        | 63,723        | 90%            | 54,065            | 106%       | 152,526          | 137,424   |
| <b>OPERATING EXPENSES</b> |               |                |                   |            |                                 |               |               |                |                   |            |                  |           |
| 385                       | 332           | 116%           | 332               | 116%       | Janitorial Supplies             | 2,384         | 1,396         | 171%           | 1,246             | 191%       | 4,233            | 4,623     |
| 0                         | 0             | 0%             | 0                 | 0%         | Laundry/Uniforms                | 1,212         | 209           | 581%           | 209               | 581%       | 1,282            | 2,035     |
| 274                       | 138           | 198%           | 18                | 1498%      | Office Supplies                 | 3,209         | 1,043         | 308%           | 1,023             | 314%       | 2,794            | 5,175     |
| 114                       | 211           | 54%            | 411               | 28%        | Alarm System                    | 651           | 1,226         | 53%            | 1,876             | 35%        | 2,215            | 1,788     |
| 0                         | 0             | 0%             | 0                 | 0%         | Carpet Cleaning                 | 0             | 0             | 0%             | 0                 | 0%         | 550              | 0         |
| 151                       | 507           | 30%            | 507               | 30%        | Computer Service                | 757           | 1,269         | 60%            | 1,269             | 60%        | 2,969            | 2,574     |
| 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       |
| 0                         | 0             | 0%             | 0                 | 0%         | Repair & Maint - Equipment      | 135           | 1,051         | 13%            | 1,978             | 7%         | 2,094            | 1,207     |
| 90                        | 0             | 0%             | 0                 | 0%         | Repair & Maint - Building       | 1,160         | 1,164         | 100%           | 2,333             | 50%        | 2,607            | 2,487     |
| 168                       | 168           | 100%           | 168               | 100%       | Off-Site Storage                | 840           | 840           | 100%           | 840               | 100%       | 2,016            | 2,016     |
| 1,933                     | 2,436         | 79%            | 2,436             | 79%        | Utilities - Other               | 9,693         | 11,943        | 81%            | 11,943            | 81%        | 27,316           | 26,345    |
| 243                       | 150           | 162%           | 0                 | 0%         | Utilities - Telephone/Fax       | 387           | 792           | 49%            | 797               | 49%        | 1,866            | 1,580     |
| 477                       | 500           | 95%            | 584               | 82%        | Bank Charges                    | 2,292         | 1,873         | 122%           | 2,608             | 88%        | 4,240            | 5,753     |
| (167)                     | 0             | 46286%         | (340)             | 49%        | Cash Short/(Over)               | (1,331)       | 0             | 403397%        | 159               | -839%      | 0                | (2,185)   |
| 242                       | 200           | 121%           | 150               | 161%       | Cell Phone                      | 992           | 1,000         | 99%            | 950               | 104%       | 2,400            | 2,142     |
| 4,323                     | 4,098         | 105%           | 4,057             | 107%       | City Surcharge R & R            | 16,390        | 17,639        | 93%            | 17,466            | 94%        | 39,942           | 38,280    |
| 0                         | 0             | 0%             | 0                 | 0%         | Copier/Photocopies              | 0             | 108           | 0%             | 18                | 0%         | 442              | 693       |
| 2,225                     | 2,270         | 98%            | 2,270             | 98%        | Credit Card Discounts           | 12,683        | 11,553        | 110%           | 11,553            | 110%       | 27,270           | 25,540    |
| 316                       | 0             | 0%             | 0                 | 0%         | Donations                       | 316           | 0             | 632000%        | (267)             | -118%      | 200              | 316       |
| 0                         | 0             | 0%             | 0                 | 0%         | Dues & Subscriptions            | 200           | 220           | 91%            | 220               | 91%        | 1,179            | 1,019     |
| 0                         | 0             | 0%             | 0                 | 0%         | Education & Training            | 0             | 150           | 0%             | 150               | 0%         | 350              | 0         |
| 78                        | 136           | 58%            | 136               | 58%        | Employee Relations              | 1,086         | 1,291         | 84%            | 1,291             | 84%        | 1,895            | 1,516     |
| 4,341                     | 3,974         | 109%           | 3,858             | 113%       | Insurance Expense               | 21,707        | 19,872        | 109%           | 19,292            | 113%       | 47,691           | 50,328    |
| 0                         | 40            | 0%             | 0                 | 0%         | Member Relations                | 0             | 198           | 0%             | 38                | 0%         | 478              | 27        |
| 0                         | 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         |
| 2,000                     | 0             | 0%             | 0                 | 0%         | O/S - Accounting                | 12,000        | 12,500        | 96%            | 12,000            | 100%       | 12,500           | 12,000    |
| 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         |
| 450                       | 450           | 100%           | 1,265             | 36%        | Payroll Processing Fee          | 2,928         | 2,250         | 130%           | 5,791             | 51%        | 5,398            | 7,525     |
| 95                        | 40            | 237%           | 40                | 237%       | Postage/Shipping                | 571           | 225           | 254%           | 225               | 254%       | 801              | 1,285     |
| (30)                      | (30)          | 100%           | (30)              | 100%       | Tax/Licenses/Fees               | (150)         | (150)         | 100%           | (150)             | 100%       | (385)            | 30        |
| 727                       | 0             | 0%             | 663               | 110%       | Travel - Meals                  | 1,570         | 0             | 0%             | 1,358             | 116%       | 0                | 1,921     |
| 86                        | 1,134         | 8%             | 134               | 64%        | Travel - Other                  | 815           | 5,564         | 15%            | 4,364             | 19%        | 14,850           | 5,996     |
| 63                        | 0             | 0%             | 0                 | 0%         | Employee Meals                  | 113           | 0             | 0%             | 0                 | 0%         | 0                | 173       |
| 18,585                    | 16,755        | 111%           | 16,661            | 112%       | <b>TOTAL OPERATING EXPENSES</b> | 93,913        | 95,330        | 99%            | 101,030           | 93%        | 209,750          | 203,633   |
| (29,164)                  | (29,537)      | 99%            | (27,397)          | 106%       | <b>EBITDA</b>                   | (151,478)     | (159,053)     | 95%            | (155,095)         | 98%        | (362,277)        | (341,057) |
| 5,827                     | 5,713         | 102%           | 5,713             | 102%       | Management Fee                  | 29,136        | 28,564        | 102%           | 28,564            | 102%       | 68,554           | 69,126    |
| 5,827                     | 5,713         | 102%           | 5,713             | 102%       | Management Fees                 | 29,136        | 28,564        | 102%           | 28,564            | 102%       | 68,554           | 69,126    |
| 23                        | 98            | 24%            | 37                | 63%        | Deprec - Mach & Equip           | 116           | 490           | 24%            | 184               | 63%        | 1,176            | 209       |
| 72                        | 283           | 26%            | 117               | 62%        | Deprec - Buildings              | 362           | 1,415         | 26%            | 582               | 62%        | 3,396            | 649       |
| 96                        | 381           | 25%            | 154               | 62%        | S/T DEPR. & AMORT               | 478           | 1,905         | 25%            | 766               | 62%        | 4,572            | 858       |
| (35,086)                  | (35,631)      | 98%            | (33,263)          | 105%       | <b>NET INCOME</b>               | (181,091)     | (189,522)     | 96%            | (184,425)         | 98%        | (435,403)        | (411,040) |

The Golf Club at Cypress Head  
Marketing  
For the Five Months Ending February 28, 2018

| MTD<br>Actual | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                          | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |          |
|---------------|---------------|----------------|-------------------|------------|--------------------------|---------------|---------------|----------------|-------------------|------------|------------------|----------|
|               |               |                |                   |            | PAYROLL                  |               |               |                |                   |            |                  |          |
| 3,148         | 3,353         | 94%            | 3,224             | 98%        | Gross Payroll - Salaried | 17,021        | 16,766        | 102%           | 16,632            | 102%       | 40,239           | 41,141   |
| 3,148         | 3,353         | 94%            | 3,224             | 98%        | S/T Wages                | 17,021        | 16,766        | 102%           | 16,632            | 102%       | 40,239           | 41,141   |
| 147           | 257           | 57%            | 251               | 59%        | Payroll Tax - FICA       | 1,154         | 1,283         | 90%            | 1,212             | 95%        | 3,078            | 2,871    |
| 37            | 70            | 52%            | 47                | 78%        | Payroll Tax - UC         | 71            | 140           | 51%            | 94                | 75%        | 146              | 92       |
| 59            | 61            | 96%            | 56                | 105%       | Payroll Tax - WC         | 326           | 306           | 106%           | 295               | 111%       | 735              | 820      |
| 463           | 451           | 103%           | 423               | 109%       | Benefits                 | 2,319         | 2,255         | 103%           | 2,102             | 110%       | 5,413            | 5,286    |
| 705           | 839           | 84%            | 777               | 91%        | S/T Adders               | 3,870         | 3,984         | 97%            | 3,703             | 105%       | 9,372            | 9,068    |
| 3,853         | 4,192         | 92%            | 4,001             | 96%        | TOTAL PAYROLL            | 20,890        | 20,750        | 101%           | 20,335            | 103%       | 49,611           | 50,209   |
|               |               |                |                   |            | OPERATING EXPENSES       |               |               |                |                   |            |                  |          |
| 1,465         | 2,027         | 72%            | 327               | 449%       | Advertising & Promotion  | 8,000         | 10,634        | 75%            | 6,134             | 130%       | 26,647           | 21,294   |
| 0             | 0             | 0%             | 0                 | 0%         | Miscellaneous            | (57)          | 0             | 0%             | 900               | -6%        | 0                | 2,443    |
| 0             | 100           | 0%             | 0                 | 0%         | Travel - Other           | 0             | 512           | 0%             | 112               | 0%         | 1,213            | 0        |
| 0             | 0             | 0%             | 0                 | 0%         | Website Expenses         | 0             | 0             | 0%             | 0                 | 0%         | 2,400            | 0        |
| 1,465         | 2,127         | 69%            | 327               | 449%       | TOTAL OPERATING EXPENSES | 7,943         | 11,147        | 71%            | 7,147             | 111%       | 30,260           | 23,737   |
| (5,318)       | (6,318)       | 84%            | (4,327)           | 123%       | EBITDA                   | (28,834)      | (31,897)      | 90%            | (27,482)          | 105%       | (79,871)         | (73,946) |
| (5,318)       | (6,318)       | 84%            | (4,327)           | 123%       | NET INCOME               | (28,834)      | (31,897)      | 90%            | (27,482)          | 105%       | (79,871)         | (73,946) |

The Golf Club at Cypress Head  
For the Five Months Ending February 28, 2018

| MTD<br>Actual      | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                              | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |           |
|--------------------|---------------|----------------|-------------------|------------|------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|-----------|
| REVENUES           |               |                |                   |            |                              |               |               |                |                   |            |                  |           |
| 141,741            | 138,329       | 102%           | 137,515           | 103%       | Green Fees & Cart Fees       | 503,465       | 529,970       | 95%            | 526,851           | 96%        | 1,180,861        | 1,123,278 |
| 6,047              | 5,260         | 115%           | 5,260             | 115%       | Merchandise                  | 26,381        | 25,827        | 102%           | 25,827            | 102%       | 59,537           | 64,468    |
| 1,271              | 1,205         | 105%           | 1,205             | 105%       | Other Pro Shop               | 3,353         | 4,439         | 76%            | 4,439             | 76%        | 11,927           | 12,665    |
| 3,861              | 3,722         | 104%           | 3,722             | 104%       | Range                        | 15,623        | 15,693        | 100%           | 15,693            | 100%       | 36,706           | 35,782    |
| 20,111             | 21,200        | 95%            | 0                 | 0%         | Food and Beverage            | 99,661        | 124,400       | 80%            | 0                 | 0%         | 146,600          | 115,449   |
| 4,323              | 4,098         | 106%           | 4,057             | 107%       | Other Operating Revenues     | 16,390        | 17,641        | 93%            | 17,466            | 94%        | 39,944           | 38,280    |
| 177,354            | 173,814       | 102%           | 151,760           | 117%       | TOTAL REVENUE                | 664,873       | 717,970       | 93%            | 590,277           | 113%       | 1,475,576        | 1,389,923 |
| COST OF SALES      |               |                |                   |            |                              |               |               |                |                   |            |                  |           |
| 3,504              | 3,419         | 102%           | 3,120             | 112%       | Merchandise                  | 15,805        | 16,788        | 94%            | 15,108            | 105%       | 38,699           | 38,133    |
| 9,221              | 8,371         | 110%           | 0                 | 0%         | Food & Beverage              | 39,505        | 45,107        | 88%            | 0                 | 0%         | 53,858           | 45,548    |
| 12,724             | 11,790        | 108%           | 3,120             | 408%       | TOTAL COGS                   | 55,310        | 61,895        | 89%            | 15,108            | 366%       | 92,557           | 83,680    |
| 57.9%              | 65.0%         | 89.1%          | 59.3%             | 97.7%      | COGS - Merchandise %         | 59.9%         | 65.0%         | 92.2%          | 58.5%             | 102.4%     | 65.0%            | 705.2%    |
| 45.8%              | 39.5%         | 116.1%         | 0.0%              | 0.0%       | COGS - Food %                | 39.7%         | 36.3%         | 109.5%         | 0.0%              | 0.0%       | 36.7%            | 237.4%    |
| PAYROLL            |               |                |                   |            |                              |               |               |                |                   |            |                  |           |
| 24,167             | 30,049        | 80%            | 27,169            | 89%        | Course and Grounds           | 119,509       | 155,940       | 77%            | 149,845           | 80%        | 375,767          | 311,340   |
| 6,902              | 7,635         | 90%            | 7,386             | 93%        | Carts, Range, Starters, Etc. | 37,491        | 40,995        | 91%            | 35,608            | 105%       | 99,348           | 86,318    |
| 5,245              | 4,043         | 130%           | 3,425             | 153%       | Pro Shop                     | 18,663        | 21,663        | 86%            | 18,494            | 101%       | 52,439           | 43,074    |
| 12,125             | 13,885        | 87%            | 0                 | 0%         | Food and Beverage            | 67,163        | 60,320        | 111%           | 0                 | 0%         | 74,205           | 77,013    |
| 10,579             | 12,782        | 83%            | 10,736            | 99%        | General and Administrative   | 57,566        | 63,723        | 90%            | 54,065            | 106%       | 152,526          | 137,424   |
| 3,853              | 4,192         | 92%            | 4,001             | 96%        | Marketing                    | 20,890        | 20,750        | 101%           | 20,335            | 103%       | 49,611           | 50,209    |
| 62,871             | 72,586        | 87%            | 52,717            | 119%       | TOTAL PAYROLL                | 321,282       | 363,391       | 88%            | 278,346           | 115%       | 803,897          | 707,377   |
| OPERATING EXPENSES |               |                |                   |            |                              |               |               |                |                   |            |                  |           |
| 18,830             | 22,784        | 83%            | 22,561            | 83%        | Course and Grounds           | 75,094        | 111,218       | 68%            | 96,413            | 78%        | 280,678          | 231,016   |
| 6,541              | 6,723         | 97%            | 6,573             | 100%       | Carts, Range, Starters, Etc. | 34,574        | 34,999        | 99%            | 33,899            | 102%       | 83,934           | 81,003    |
| 0                  | 118           | 0%             | 118               | 0%         | Pro Shop                     | 59            | 1,906         | 3%             | 1,331             | 4%         | 7,954            | 5,052     |
| 2,680              | 2,937         | 91%            | 0                 | 0%         | Food and Beverage            | 16,504        | 15,435        | 107%           | 0                 | 0%         | 18,372           | 17,917    |
| 18,585             | 16,755        | 111%           | 16,661            | 112%       | General and Administrative   | 93,913        | 95,330        | 99%            | 101,030           | 93%        | 209,750          | 203,633   |
| 1,465              | 2,127         | 69%            | 327               | 449%       | Marketing                    | 7,943         | 11,147        | 71%            | 7,147             | 111%       | 30,260           | 23,737    |
| 48,101             | 51,444        | 94%            | 46,239            | 104%       | TOTAL OPERATING EXPENSES     | 228,087       | 270,035       | 84%            | 239,821           | 95%        | 630,948          | 562,357   |
| 123,696            | 135,819       | 91%            | 102,076           | 121%       | TOTAL EXPENSES               | 604,680       | 695,320       | 87%            | 533,275           | 113%       | 1,527,402        | 1,353,415 |
| 53,658             | 37,995        | 141%           | 49,683            | 108%       | EBITDA                       | 60,193        | 22,650        | 266%           | 57,002            | 106%       | (51,825)         | 36,508    |

The Golf Club at Cypress Head  
For the Five Months Ending February 28, 2018

| MTD<br>Actual | MTD<br>Budget | % of<br>Budget | MTD<br>Prior Year | % of<br>PY |                              | YTD<br>Actual | YTD<br>Budget | % of<br>Budget | YTD<br>Prior Year | % of<br>PY | Annual<br>Budget |          |
|---------------|---------------|----------------|-------------------|------------|------------------------------|---------------|---------------|----------------|-------------------|------------|------------------|----------|
| 53,658        | 37,995        | 141%           | 49,683            | 108%       | EBITDA                       | 60,193        | 22,650        | 266%           | 57,002            | 106%       | (51,825)         | 36,508   |
| (6,684)       | (6,570)       | 102%           | (5,713)           | 117%       | MANAGEMENT FEES              | (33,420)      | (32,849)      | 102%           | (28,564)          | 117%       | (73,696)         | (74,267) |
| (96)          | (381)         | 25%            | (154)             | 62%        | OTHER INCOME (EXPENSE)       | (478)         | (1,905)       | 25%            | (766)             | 62%        | (4,572)          | (858)    |
| (96)          | (381)         | 25%            | (154)             | 62%        | Depreciation & Amortization  | (478)         | (1,905)       | 25%            | (766)             | 62%        | (4,572)          | (858)    |
| 46,879        | 31,044        | 151%           | 43,817            | 107%       | TOTAL OTHER INCOME (EXPENSE) | 26,295        | (12,104)      | -217%          | 27,671            | 95%        | (130,094)        | (38,617) |
|               |               |                |                   |            | NET INCOME                   |               |               |                |                   |            |                  |          |
| 4,237         | 3,911         | 108%           | 3,872             | 109%       | Paid Rounds                  | 15,629        | 16,256        | 96%            | 16,095            | 97%        | 37,150           | 36,438   |
| 936           | 809           | 116%           | 801               | 117%       | Annual Pass Rounds           | 3,219         | 3,949         | 82%            | 3,910             | 82%        | 8,542            | 7,404    |
| 225           | 210           | 107%           | 208               | 108%       | Other Rounds                 | 1,114         | 1,137         | 98%            | 1,126             | 99%        | 2,924            | 2,707    |
| 5,398         | 4,930         | 109%           | 4,881             | 111%       | Total Rounds                 | 19,962        | 21,342        | 94%            | 21,131            | 94%        | 48,615           | 46,549   |
| 42            | 44            | 94%            | 39                | 107%       | Revenue/Paid Rounds          | 43            | 44            | 96%            | 37                | 116%       | 40               | 457      |
| 33            | 35            | 93%            | 31                | 106%       | Revenue/Total Rounds         | 33            | 34            | 99%            | 28                | 119%       | 30               | 356      |

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

General Ledger

Ranges: From: To: 2/28/2018 Last

Sorted By: Account Posting, Unit

Date: 2/1/2018

Include: Print Currency In: Functional (Z-US\$)

Account: First

| Inactive | Account        | Description                          | Beginning Balance | Debit        | Credit       | Net Change    | Ending Balance |
|----------|----------------|--------------------------------------|-------------------|--------------|--------------|---------------|----------------|
|          | 10020-5950-900 | Cash - Course Depository NEW         | \$144,330.65      | \$183,294.59 | \$131,365.08 | \$51,929.51   | \$196,260.16   |
|          | 10050-5950-900 | Cash - Course Payroll BMO            | \$35,705.30       | \$51,830.82  | \$52,473.54  | (\$642.72)    | \$35,062.58    |
|          | 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                           | \$1,041.97        | \$7,401.44   | \$7,132.56   | \$268.88      | \$1,310.85     |
|          | 12000-5950-900 | Inventory - Merchandise              | \$17,918.49       | \$906.82     | \$3,503.76   | (\$2,596.94)  | \$15,321.55    |
|          | 12180-5950-900 | Inventory - Food                     | \$3,347.81        | \$4,903.98   | \$4,595.94   | \$308.04      | \$3,655.85     |
|          | 12200-5950-900 | Inventory - Beverage                 | \$925.73          | \$384.09     | \$286.00     | \$98.09       | \$1,023.82     |
|          | 12220-5950-900 | Inventory - Beer                     | \$2,221.79        | \$3,725.79   | \$3,571.82   | \$153.97      | \$2,375.76     |
|          | 12240-5950-900 | Inventory - Liquor                   | \$2,483.27        | \$72.39      | \$471.29     | (\$398.90)    | \$2,084.37     |
|          | 12260-5950-900 | Inventory - Wine                     | \$681.65          | \$0.00       | \$295.67     | (\$295.67)    | \$385.98       |
|          | 13020-5950-900 | Prepaid Insurance                    | \$12,414.45       | \$0.00       | \$4,341.35   | (\$4,341.35)  | \$8,073.10     |
|          | 13040-5950-900 | Prepaid Exp - Other                  | \$1,455.06        | \$0.00       | \$827.48     | (\$827.48)    | \$627.58       |
|          | 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         | (\$3,422.14)      | \$0.00       | \$23.12      | (\$23.12)     | (\$3,445.26)   |
|          | 22080-5950-900 | Accum. Deprec - Buildings            | (\$22,342.75)     | \$0.00       | \$72.41      | (\$22.41)     | (\$22,415.16)  |
|          | 30000-5950-900 | Accts Pay - Trade                    | (\$17,378.43)     | \$106,117.62 | \$114,384.54 | (\$8,266.92)  | (\$25,645.35)  |
|          | 30040-5950-900 | Accts Pay - Other                    | (\$22,034.90)     | \$11,014.64  | \$10,868.33  | \$146.31      | (\$21,888.59)  |
|          | 31000-5950-900 | Accrued Expenses                     | (\$494.00)        | \$494.00     | \$5,798.66   | (\$5,304.66)  | (\$5,798.66)   |
|          | 31020-5950-900 | Accrued Payroll                      | (\$24,949.33)     | \$17,587.20  | \$18,945.66  | (\$1,358.46)  | (\$26,307.79)  |
|          | 31080-5950-900 | Accrued Tips Payable                 | (\$386.22)        | \$2,210.77   | \$1,860.55   | \$350.22      | (\$36.00)      |
|          | 31220-5950-900 | Accrued Sales Tax                    | (\$6,753.41)      | \$7,067.24   | \$10,242.01  | (\$3,174.77)  | (\$9,928.18)   |
|          | 31400-5950-900 | Accrued City Surcharge               | \$0.00            | \$4,323.06   | \$4,323.06   | \$0.00        | \$0.00         |
|          | 32000-5950-900 | Deferred Rev - Rainchecks            | (\$1,750.25)      | \$711.89     | \$561.21     | \$150.68      | (\$1,599.57)   |
|          | 32020-5950-900 | Deferred Rev - Outing Deposits       | (\$4,046.78)      | \$2,344.71   | \$158.00     | \$2,186.71    | (\$1,860.07)   |
|          | 32040-5950-900 | Deferred Rev - Legacy GF Passes      | (\$34,909.56)     | \$4,363.70   | \$0.00       | \$4,363.70    | (\$30,545.86)  |
|          | 32050-5950-900 | Deferred Revenue - Cypress GF Passes | (\$34,285.66)     | \$4,285.70   | \$0.00       | \$4,285.70    | (\$29,999.96)  |
|          | 32060-5950-900 | Deferred Rev - Gift Certificates     | (\$125.14)        | \$20.00      | \$20.00      | \$0.00        | (\$125.14)     |
|          | 32070-5950-900 | Deferred Rev - Gift Cards            | (\$23,626.81)     | \$2,245.39   | \$886.48     | \$1,358.91    | (\$22,267.90)  |
|          | 32100-5950-900 | Deferred Rev - Credit Books          | (\$14,271.83)     | \$758.88     | \$1,306.62   | (\$547.74)    | (\$14,819.57)  |
|          | 32120-5950-900 | Deferred Rev - Trail Fee Pass        | (\$72,220.03)     | \$9,027.50   | \$0.00       | \$9,027.50    | (\$63,192.53)  |
|          | 32220-5950-900 | Deferred Rev - Founders Pass         | (\$811.48)        | \$101.44     | \$0.00       | \$101.44      | (\$710.04)     |
|          | 49020-5950-900 | Retained Earnings - Current          | \$1.17            | \$0.00       | \$0.00       | \$0.00        | \$1.17         |
|          | 50000-5950-100 | Green Fees - Annual Pass             | (\$34,526.09)     | \$0.00       | \$8,750.84   | (\$8,750.84)  | (\$43,276.93)  |
|          | 50040-5950-100 | Green Fees - Member                  | (\$173,028.57)    | \$2,104.57   | \$74,552.67  | (\$72,448.10) | (\$245,476.67) |
|          | 50070-5950-100 | Green Fees - (surcharge)             | (\$12,066.78)     | \$4,624.80   | \$8,947.86   | (\$4,323.06)  | (\$16,389.84)  |
|          | 50500-5950-200 | Cart Fee 18                          | (\$107,122.11)    | \$1,466.42   | \$48,658.00  | (\$47,191.58) | (\$154,313.69) |
|          | 50520-5950-200 | Cart Fee - Annual Trail              | (\$34,979.97)     | \$0.00       | \$9,027.50   | (\$9,027.50)  | (\$44,007.47)  |
|          | 52090-5950-600 | Handicap Fee                         | (\$81.36)         | \$0.00       | \$80.00      | (\$80.00)     | (\$161.36)     |
|          | 52150-5950-600 | Lessons                              | (\$1,241.00)      | \$0.00       | \$851.10     | (\$2,092.10)  | (\$2,092.10)   |
|          | 52280-5950-600 | Rental Clubs                         | (\$760.00)        | \$0.00       | \$340.00     | (\$340.00)    | (\$1,100.00)   |
|          | 52310-5950-600 | Retail                               | (\$20,333.30)     | \$124.13     | \$6,171.33   | (\$6,047.20)  | (\$26,380.50)  |
|          | 53050-5950-220 | Range Pass Revenue                   | (\$11,762.22)     | \$819.24     | \$4,679.82   | (\$3,860.58)  | (\$15,622.80)  |
|          | 54000-5950-540 | Food                                 | (\$39,026.00)     | \$0.00       | \$8,568.78   | (\$8,568.78)  | (\$47,594.78)  |
|          | 54030-5950-540 | Beverage                             | (\$4,108.19)      | \$0.00       | \$1,132.48   | (\$1,132.48)  | (\$5,240.67)   |
|          | 54060-5950-540 | Beer                                 | (\$20,236.44)     | \$0.00       | \$6,726.91   | (\$6,726.91)  | (\$26,963.35)  |
|          | 54090-5950-540 | Liquor                               | (\$13,376.38)     | \$0.00       | \$3,005.99   | (\$3,005.99)  | (\$16,382.37)  |
|          | 54120-5950-540 | Wine                                 | (\$2,612.82)      | \$0.00       | \$676.80     | (\$676.80)    | (\$3,289.62)   |
|          | 54220-5950-540 | F&B Other Income                     | (\$190.68)        | \$0.00       | \$0.00       | \$0.00        | (\$190.68)     |
|          | 56120-5950-100 | City Surcharge R & R                 | (\$12,066.78)     | \$0.00       | \$4,323.06   | (\$4,323.06)  | (\$16,389.84)  |
|          | 60000-5950-600 | COGS - Merchandise - Accessories     | \$12,301.24       | \$3,503.76   | \$0.00       | \$3,503.76    | \$15,805.00    |
|          | 61000-5950-540 | COGS - Food                          | \$15,982.86       | \$4,595.94   | \$0.00       | \$4,595.94    | \$20,578.80    |
|          | 61010-5950-540 | COGS - Beverage                      | \$977.18          | \$286.00     | \$0.00       | \$286.00      | \$1,263.18     |

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                      | \$8,736.20        | \$3,571.82  | \$0.00     | \$3,571.82  | \$12,308.02    |
|          | 61030-5950-540 | COGS - Liquor                    | \$3,562.81        | \$471.29    | \$0.00     | \$471.29    | \$4,034.10     |
|          | 61040-5950-540 | COGS - Wine                      | \$1,025.49        | \$295.67    | \$0.00     | \$295.67    | \$1,321.16     |
|          | 70000-5950-100 | Gross Payroll - Salaried         | \$20,365.35       | \$8,560.42  | \$2,252.74 | \$6,307.68  | \$26,673.03    |
|          | 70000-5950-900 | Gross Payroll - Salaried         | \$31,282.37       | \$9,828.80  | \$2,554.95 | \$7,273.85  | \$38,556.22    |
|          | 70000-5950-950 | Gross Payroll - Salaried         | \$13,872.43       | \$4,157.02  | \$1,008.80 | \$3,148.22  | \$17,020.65    |
|          | 70002-5950-540 | Gross Kitchen Payroll - Salaried | \$22,032.94       | \$6,263.73  | \$1,648.35 | \$4,615.38  | \$26,648.32    |
|          | 70010-5950-100 | Gross Payroll - Hourly           | \$59,300.47       | \$17,434.24 | \$3,808.24 | \$13,626.00 | \$72,926.47    |
|          | 70010-5950-200 | Gross Payroll - Hourly           | \$27,546.13       | \$8,466.24  | \$2,262.97 | \$6,203.27  | \$33,749.40    |
|          | 70010-5950-600 | Gross Payroll - Hourly           | \$12,143.49       | \$5,719.75  | \$945.84   | \$4,773.91  | \$16,917.40    |
|          | 70010-5950-900 | Gross Payroll - Hourly           | \$3,051.24        | \$1,023.70  | \$245.14   | \$778.56    | \$3,829.80     |
|          | 70012-5950-540 | Gross Kitchen Payroll - Hourly   | \$24,441.06       | \$7,079.25  | \$1,678.78 | \$5,400.47  | \$29,841.53    |
|          | 71000-5950-100 | Payroll Tax - FICA               | \$5,678.85        | \$1,689.40  | \$430.81   | \$1,258.59  | \$6,937.44     |
|          | 71000-5950-200 | Payroll Tax - FICA               | \$2,196.47        | \$661.35    | \$172.89   | \$488.46    | \$2,684.93     |
|          | 71000-5950-540 | Payroll Tax - FICA               | \$3,457.77        | \$966.65    | \$238.24   | \$728.41    | \$4,186.18     |
|          | 71000-5950-600 | Payroll Tax - FICA               | \$958.51          | \$428.94    | \$93.16    | \$335.78    | \$1,294.29     |
|          | 71000-5950-900 | Payroll Tax - FICA               | \$2,238.84        | \$542.96    | \$185.68   | \$357.28    | \$2,596.12     |
|          | 71000-5950-950 | Payroll Tax - FICA               | \$1,006.81        | \$225.68    | \$78.59    | \$147.09    | \$1,153.90     |
|          | 71010-5950-100 | Payroll Tax - UC                 | \$425.97          | \$207.30    | \$0.00     | \$207.30    | \$633.27       |
|          | 71010-5950-200 | Payroll Tax - UC                 | \$296.28          | \$82.28     | \$0.00     | \$82.28     | \$378.56       |
|          | 71010-5950-540 | Payroll Tax - UC                 | \$401.22          | \$121.68    | \$0.00     | \$121.68    | \$522.90       |
|          | 71010-5950-600 | Payroll Tax - UC                 | \$87.43           | \$54.65     | \$0.00     | \$54.65     | \$142.08       |
|          | 71010-5950-900 | Payroll Tax - UC                 | \$114.12          | \$34.53     | \$0.00     | \$34.53     | \$148.65       |
|          | 71010-5950-950 | Payroll Tax - UC                 | \$34.27           | \$36.61     | \$0.00     | \$36.61     | \$70.88        |
|          | 71020-5950-100 | Payroll Tax - WC                 | \$1,550.68        | \$342.44    | \$0.00     | \$342.44    | \$1,893.12     |
|          | 71020-5950-200 | Payroll Tax - WC                 | \$514.80          | \$117.86    | \$0.00     | \$117.86    | \$632.66       |
|          | 71020-5950-540 | Payroll Tax - WC                 | \$910.98          | \$212.40    | \$0.00     | \$212.40    | \$1,123.38     |
|          | 71020-5950-600 | Payroll Tax - WC                 | \$228.95          | \$80.59     | \$0.00     | \$80.59     | \$309.54       |
|          | 71020-5950-900 | Payroll Tax - WC                 | \$658.02          | \$143.63    | \$0.00     | \$143.63    | \$801.65       |
|          | 71020-5950-950 | Payroll Tax - WC                 | \$267.22          | \$58.71     | \$0.00     | \$58.71     | \$325.93       |
|          | 71030-5950-100 | Benefits                         | \$8,021.09        | \$4,630.43  | \$2,205.54 | \$2,424.89  | \$10,445.98    |
|          | 71030-5950-200 | Benefits                         | \$35.35           | \$54.80     | \$45.17    | \$9.63      | \$44.98        |
|          | 71030-5950-540 | Benefits                         | \$3,793.88        | \$1,591.75  | \$544.82   | \$1,046.93  | \$4,840.81     |
|          | 71030-5950-900 | Benefits                         | \$9,642.20        | \$3,311.74  | \$1,320.71 | \$1,991.03  | \$11,633.23    |
|          | 71030-5950-950 | Benefits                         | \$1,856.41        | \$838.82    | \$376.26   | \$462.56    | \$2,318.97     |
|          | 80050-5950-540 | Bar Supplies                     | \$144.45          | \$0.00      | \$0.00     | \$0.00      | \$144.45       |
|          | 80110-5950-200 | Cart Supplies                    | \$608.04          | \$6.83      | \$0.00     | \$6.83      | \$614.87       |
|          | 80120-5950-100 | Chemicals                        | \$2,461.28        | \$201.95    | \$0.00     | \$201.95    | \$2,663.23     |
|          | 80170-5950-100 | Course Accessories               | \$188.29          | \$304.56    | \$0.00     | \$304.56    | \$492.85       |
|          | 80190-5950-540 | Dining Room Supplies             | \$3,157.30        | \$626.24    | \$0.00     | \$626.24    | \$3,783.54     |
|          | 80230-5950-100 | Fertilizer                       | \$5,359.85        | \$4,348.21  | \$0.00     | \$4,348.21  | \$9,708.06     |
|          | 80270-5950-100 | Fuel                             | \$3,641.49        | \$1,277.06  | \$0.00     | \$1,277.06  | \$4,918.55     |
|          | 80280-5950-100 | Fungicides                       | \$850.34          | \$0.00      | \$0.00     | \$0.00      | \$850.34       |
|          | 80320-5950-100 | Herbicides                       | \$4,683.18        | \$2,642.91  | \$0.00     | \$2,642.91  | \$7,326.09     |
|          | 80370-5950-100 | Insecticides                     | \$1,119.40        | \$526.11    | \$0.00     | \$526.11    | \$1,645.51     |
|          | 80380-5950-900 | Janitorial Supplies              | \$1,998.56        | \$430.06    | \$45.00    | \$385.06    | \$2,383.62     |
|          | 80390-5950-540 | Kitchen Supplies                 | \$549.63          | \$274.23    | \$0.00     | \$274.23    | \$823.86       |
|          | 80410-5950-540 | Laundry/Linens                   | \$987.00          | \$220.00    | \$0.00     | \$220.00    | \$1,207.00     |
|          | 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                  | \$2,935.71        | \$372.54    | \$98.79    | \$273.75    | \$3,209.46     |
|          | 80610-5950-220 | Range Balls                      | \$1,325.00        | \$0.00      | \$0.00     | \$0.00      | \$1,325.00     |
|          | 80620-5950-220 | Range Equipment                  | \$293.95          | \$207.37    | \$0.00     | \$207.37    | \$501.32       |
|          | 80690-5950-100 | Sand/Topdress                    | \$1,011.04        | \$1,030.82  | \$0.00     | \$1,030.82  | \$2,041.86     |
|          | 80730-5950-100 | Small Tools                      | \$220.70          | \$0.00      | \$0.00     | \$0.00      | \$220.70       |
|          | 80780-5950-600 | Supplies                         | \$248.67          | \$0.00      | \$0.00     | \$0.00      | \$248.67       |
|          | 80810-5950-600 | Tournament Expense               | (\$278.49)        | \$0.00      | \$0.00     | \$0.00      | (\$278.49)     |
|          | 81010-5950-900 | Alarm System                     | \$537.26          | \$114.00    | \$0.00     | \$114.00    | \$651.26       |
|          | 81090-5950-200 | Cart Repairs                     | \$588.50          | \$0.00      | \$0.00     | \$0.00      | \$588.50       |
|          | 81130-5950-900 | Computer Service                 | \$605.88          | \$151.47    | \$0.00     | \$151.47    | \$757.35       |
|          | 81140-5950-540 | Contract Cleaning - Tavern       | \$3,300.78        | \$812.00    | \$0.00     | \$812.00    | \$4,112.78     |
|          | 81200-5950-900 | Guest Relations                  | \$63.90           | \$0.00      | \$0.00     | \$0.00      | \$63.90        |



TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

| 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       | \$6,977.96               | \$1,551.10   | \$0.00        | \$1,551.10        | \$8,529.06            |
|          | 81350-5950-540 | Repair & Maint - Equipment       | \$624.31                 | \$25.64      | \$0.00        | \$25.64           | \$649.95              |
|          | 81350-5950-900 | Repair & Maint - Equipment       | \$135.00                 | \$0.00       | \$0.00        | \$0.00            | \$135.00              |
|          | 81360-5950-100 | Repair & Maint - Building        | \$99.92                  | \$0.00       | \$0.00        | \$0.00            | \$99.92               |
|          | 81360-5950-900 | Repair & Maint - Building        | \$1,069.85               | \$90.31      | \$0.00        | \$90.31           | \$1,160.16            |
|          | 82000-5950-200 | Cart Lease                       | \$21,422.68              | \$5,355.67   | \$0.00        | \$5,355.67        | \$26,778.35           |
|          | 82020-5950-100 | Equipment Lease                  | \$21,264.32              | \$5,316.08   | \$0.00        | \$5,316.08        | \$26,580.40           |
|          | 82020-5950-540 | Equipment Lease                  | \$609.75                 | \$150.00     | \$0.00        | \$150.00          | \$759.75              |
|          | 82060-5950-900 | Off-Site Storage                 | \$672.00                 | \$168.00     | \$0.00        | \$168.00          | \$840.00              |
|          | 83000-5950-100 | Utilities - Electric             | \$863.43                 | \$222.67     | \$0.00        | \$222.67          | \$1,086.10            |
|          | 83000-5950-200 | Utilities - Electric             | \$3,794.79               | \$971.31     | \$0.00        | \$971.31          | \$4,766.10            |
|          | 83010-5950-540 | Utilities - Gas                  | \$4,052.40               | \$571.88     | \$0.00        | \$571.88          | \$4,624.28            |
|          | 83020-5950-100 | Utliies - Other                  | \$4,546.49               | \$1,162.03   | \$0.00        | \$1,162.03        | \$5,708.52            |
|          | 83020-5950-900 | Utilities - Other                | \$7,760.28               | \$1,932.86   | \$0.00        | \$1,932.86        | \$9,693.14            |
|          | 83030-5950-100 | Utliies - Telephone/Fax          | \$408.01                 | \$0.00       | \$0.00        | \$0.00            | \$408.01              |
|          | 83030-5950-900 | Utilities - Telephone/Fax        | \$144.56                 | \$242.58     | \$0.00        | \$242.58          | \$387.14              |
|          | 83050-5950-100 | Utliies - Water                  | \$888.37                 | \$235.88     | \$0.00        | \$235.88          | \$1,124.25            |
|          | 84040-5950-950 | Adv/Promo - Mktg/Bus Dev         | \$6,535.00               | \$1,484.95   | \$20.00       | \$1,464.95        | \$7,999.95            |
|          | 85020-5950-900 | Bank Charges                     | \$1,814.93               | \$476.75     | \$0.00        | \$476.75          | \$2,291.68            |
|          | 85050-5950-900 | Cash Short/(Over)                | (\$1,164.58)             | \$759.38     | \$926.01      | (\$166.63)        | (\$1,331.21)          |
|          | 85060-5950-900 | Cell Phone                       | \$750.00                 | \$242.07     | \$0.00        | \$242.07          | \$992.07              |
|          | 85070-5950-900 | City Surcharge R & R             | \$12,066.78              | \$4,323.06   | \$0.00        | \$4,323.06        | \$16,389.84           |
|          | 85120-5950-900 | Credit Card Discounts            | \$10,458.04              | \$2,225.26   | \$0.00        | \$2,225.26        | \$12,683.30           |
|          | 85140-5950-900 | Donations                        | \$0.00                   | \$316.00     | \$0.00        | \$316.00          | \$316.00              |
|          | 85150-5950-900 | Dues & Subscriptions             | \$200.00                 | \$0.00       | \$0.00        | \$0.00            | \$200.00              |
|          | 85190-5950-900 | Employee Relations               | \$1,008.11               | \$78.28      | \$0.00        | \$78.28           | \$1,086.39            |
|          | 85200-5950-100 | Employee Testing                 | \$93.40                  | \$10.50      | \$0.00        | \$10.50           | \$103.90              |
|          | 85280-5950-900 | Insurance Expense                | \$17,365.40              | \$4,341.35   | \$0.00        | \$4,341.35        | \$21,706.75           |
|          | 85330-5950-900 | Messenger Service - Fedex        | \$142.46                 | \$0.00       | \$0.00        | \$0.00            | \$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              | \$2,000.00   | \$0.00        | \$2,000.00        | \$12,000.00           |
|          | 85410-5950-900 | O/S - Legal                      | \$720.03                 | \$0.00       | \$0.00        | \$0.00            | \$720.03              |
|          | 85480-5950-900 | Payroll Processing Fee           | \$2,477.58               | \$944.07     | \$494.00      | \$450.07          | \$2,927.65            |
|          | 85490-5950-900 | Postage/Shipping                 | \$476.66                 | \$94.72      | \$0.00        | \$94.72           | \$571.38              |
|          | 85610-5950-900 | Tax/Licenses/Fees                | (\$120.00)               | \$0.00       | \$30.00       | (\$30.00)         | (\$150.00)            |
|          | 85660-5950-540 | Loss/Theft                       | \$81.96                  | \$0.00       | \$0.00        | \$0.00            | \$81.96               |
|          | 85710-5950-900 | Travel - Meals                   | \$842.59                 | \$727.01     | \$0.00        | \$727.01          | \$1,569.60            |
|          | 85720-5950-900 | Travel - Other                   | \$728.98                 | \$85.97      | \$0.00        | \$85.97           | \$814.95              |
|          | 89020-5950-900 | Employee Meals                   | \$50.41                  | \$62.80      | \$0.00        | \$62.80           | \$113.21              |
|          | 90000-5950-540 | Management Fee - Tavern          | \$3,427.72               | \$856.93     | \$0.00        | \$856.93          | \$4,284.65            |
|          | 90000-5950-900 | Management Fee                   | \$23,308.44              | \$5,827.11   | \$0.00        | \$5,827.11        | \$29,135.55           |
|          | 98020-5950-900 | Deprec - Mach & Equip            | \$92.48                  | \$23.12      | \$0.00        | \$23.12           | \$115.60              |
|          | 98040-5950-900 | Deprec - Buildings               | \$289.64                 | \$72.41      | \$0.00        | \$72.41           | \$362.05              |
|          | RCMWD-5950-100 | Rounds - Complimentary - Weekday | 12,137.00                | 114.00       | 0.00          | 114.00            | 12,251.00             |
|          | REMWD-5950-100 | Rounds - Employee - Weekday      | 18,177.00                | 111.00       | 0.00          | 111.00            | 18,288.00             |
|          | RMBWD-5950-100 | Rounds - Member - Weekday        | 67,082.00                | 936.00       | 0.00          | 936.00            | 68,018.00             |
|          | RPKWD-5950-100 | Rounds - Peak - Weekday          | 350,437.00               | 4,237.00     | 0.00          | 4,237.00          | 354,674.00            |
|          | RPKWE-5950-100 | Rounds - Peak - Weekend          | 5,071.00                 | 0.00         | 0.00          | 0.00              | 5,071.00              |
|          |                | <u>Accounts</u>                  | <u>Beginning Balance</u> | <u>Debit</u> | <u>Credit</u> | <u>Net Change</u> | <u>Ending Balance</u> |
|          | Grand Totals:  | 170                              | \$0.00                   | \$588,614.76 | \$588,614.76  | \$0.00            | \$0.00                |



March 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 February 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 February 2018 |            |            |                     |     |              |            |            |                     |
|-------------------------------------------------------|------------|------------|---------------------|-----|--------------|------------|------------|---------------------|
|                                                       | Current    |            |                     |     | Year to Date |            |            |                     |
|                                                       | Actual     | Budget     | Variance vs. Budget |     | Actual       | Budget     | Prior Year | Variance vs. Budget |
| Revenue                                               |            |            |                     |     |              |            |            |                     |
| Green Fees                                            | \$ 85,522  | \$ 82,175  | \$ 3,347            |     | \$ 305,143   | \$ 315,031 | \$ 311,911 | \$ (9,888)          |
| Cart Fees                                             | \$ 56,219  | \$ 56,153  | \$ 66               |     | \$ 198,321   | \$ 214,939 | \$ 214,939 | \$ (16,618)         |
| Range                                                 | \$ 3,861   | \$ 3,722   | \$ 139              |     | \$ 15,623    | \$ 15,693  | \$ 15,693  | \$ (70)             |
| Pro- Shop Revenues                                    | \$ 7,318   | \$ 6,465   | \$ 853              |     | \$ 29,734    | \$ 30,266  | \$ 30,266  | \$ (532)            |
| City Surcharge R/R                                    | \$ 4,323   | \$ 4,098   | \$ 225              |     | \$ 16,390    | \$ 17,641  | \$ 17,466  | \$ (1,251)          |
| Total Revenue                                         | \$ 157,243 | \$ 152,613 | \$ 4,630            |     | \$ 565,211   | \$ 593,570 | \$ 590,275 | \$ (28,359)         |
|                                                       |            |            |                     |     |              |            |            |                     |
| Cost of Sales                                         | \$ 3,504   | \$ 3,419   | \$ 85               |     | \$ 15,805    | \$ 16,788  | \$ 15,108  | \$ (983)            |
| Merchandise                                           | \$ 3,504   | \$ 3,419   | \$ 85               | 57% | \$ 15,805    | \$ 16,788  | \$ 15,108  | \$ (983) 59%        |
| Gross Margin                                          | \$ 153,739 | \$ 149,194 | \$ 4,545            |     | \$ 549,406   | \$ 576,782 | \$ 575,167 | \$ (27,376)         |
|                                                       |            |            |                     |     |              |            |            |                     |
| Total Payroll                                         | \$ 50,746  | \$ 58,701  | \$ (7,955)          |     | \$ 254,119   | \$ 303,071 | \$ 278,346 | \$ (48,952)         |
|                                                       |            |            |                     |     |              |            |            |                     |
| Total Operating Expenses                              | \$ 45,421  | \$ 48,507  | \$ (3,086)          |     | \$ 211,583   | \$ 254,600 | \$ 239,821 | \$ (43,017)         |
|                                                       |            |            |                     |     |              |            |            |                     |
| Net Operating Income                                  | \$ 57,573  | \$ 41,978  | \$ 15,595           |     | \$ 83,704    | \$ 20,112  | \$ 57,002  | \$ 63,592           |
|                                                       |            |            |                     |     |              |            |            |                     |
| Other Expenses                                        | \$ 5,923   | \$ 6,094   | \$ (171)            |     | \$ 29,613    | \$ 24,756  | \$ 29,330  | \$ 4,857            |
| Management Fee                                        | \$ 5,827   | \$ 5,713   | \$ 114              |     | \$ 29,135    | \$ 22,851  | \$ 28,564  | \$ 6,284            |
| Interest Expense                                      | \$ -       | \$ -       | \$ -                |     | \$ -         | \$ -       | \$ -       | \$ -                |
| Depreciation                                          | \$ 96      | \$ 381     | \$ 545              |     | \$ 478       | \$ 1,905   | \$ 766     | \$ (1,427)          |
| Net Cash From Ops                                     | \$ 51,650  | \$ 35,884  | \$ 15,766           |     | \$ 54,091    | \$ (4,644) | \$ 27,672  | \$ 58,735           |
| Rounds                                                |            |            |                     |     |              |            |            |                     |
| Total Rounds                                          | 5,398      | 4,930      | 468                 |     | 19,962       | 21,342     | 21,131     | (1,380)             |
| Paid Rounds                                           | 4,237      | 3,911      | 326                 |     | 15,629       | 16,256     | 16,095     | (627)               |
| Avg. GF/CF Total rounds                               | \$26.26    | \$28.06    | \$ (1.80)           |     | \$25.22      | \$24.83    | \$24.93    | \$ 0.39             |
| Avg. GF/CF Paid rounds                                | \$33.45    | \$35.37    | \$ (1.92)           |     | \$32.21      | \$32.60    | \$32.73    | \$ (0.39)           |
| Avg. Merchandise/round                                | \$1.36     | \$1.31     | \$ 0.04             |     | \$1.49       | \$1.42     | \$1.43     | \$ 0.07             |

### Overview:

- Overall golf revenues for February finished higher than the projected budget for the month. This was as a result of a more favorable weather pattern.
- The range revenue was \$3,861 compared to the budgeted amount of \$3,722 for February. The pro shop and merchandise sales were higher than the projected budgeted amount.
- Total payroll for the month was lower than the projected budgeted amount, for a savings of \$7,955. This was as a result of controlling labor costs during days when rounds were reduced.
- Our operating expenses finished at \$45,421 versus a budgeted amount of \$48,507 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 March as well as controlling expenses during the month.
- The month of February is the fifth 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 equal as well to the projected budget. The payroll and operating expenses are both lower than the projected budgeted amounts.
- Due to our savings in payroll and operating expenses we continue to be ahead of budget by \$63,000 for the year, despite the losses sustained in January.

### Food & Beverage:

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

| FINANCIAL SUMMARY FOR F&B MONTH ENDING February 2018 |            |            |                     |  |              |            |                     |
|------------------------------------------------------|------------|------------|---------------------|--|--------------|------------|---------------------|
|                                                      | Current    |            |                     |  | Year to Date |            |                     |
|                                                      | Actual     | Budget     | Variance vs. Budget |  | Actual       | Budget     | Variance vs. Budget |
| Revenue                                              |            |            |                     |  |              |            |                     |
| Food & Beverage                                      | \$ 9,701   | \$ 12,200  | \$ (2,499)          |  | \$ 52,835    | \$ 75,200  | \$ (22,365)         |
| Beer                                                 | \$ 6,727   | \$ 5,500   | \$ 1,227            |  | \$ 26,963    | \$ 27,500  | \$ (537)            |
| Liquor                                               | \$ 3,006   | \$ 3,000   | \$ 6                |  | \$ 16,382    | \$ 17,900  | \$ (1,518)          |
| Wine                                                 | \$ 677     | \$ 500     | \$ 177              |  | \$ 3,290     | \$ 3,800   | \$ (510)            |
| Total Revenue                                        | \$ 20,111  | \$ 21,200  | \$ (1,089)          |  | \$ 99,470    | \$ 124,400 | \$ (24,930)         |
|                                                      |            |            |                     |  |              |            |                     |
| Cost of Sales                                        | \$ 9,221   | \$ 8,371   | \$ 850              |  | \$ 39,505    | \$ 45,107  | \$ (5,602)          |
| Merchandise                                          | \$ 9,221   | \$ 8,371   | \$ 850              |  | \$ 39,505    | \$ 45,107  | \$ (5,602)          |
| Gross Margin                                         | \$ 10,890  | \$ 12,829  | \$ (1,939)          |  | \$ 59,965    | \$ 79,293  | \$ (19,328)         |
|                                                      |            |            |                     |  |              |            |                     |
| Total Payroll                                        | \$ 12,125  | \$ 13,885  | \$ (1,760)          |  | \$ 67,163    | \$ 60,320  | \$ 6,843            |
|                                                      |            |            |                     |  |              |            |                     |
| Total Operating Expenses                             | \$ 2,680   | \$ 2,937   | \$ (257)            |  | \$ 16,504    | \$ 15,435  | \$ 1,069            |
|                                                      |            |            |                     |  |              |            |                     |
| Net Operating Income                                 | \$ (3,915) | \$ (3,993) | \$ 78               |  | \$ (23,511)  | \$ 3,538   | \$ (27,049)         |
|                                                      |            |            |                     |  |              |            |                     |
| Other Expenses                                       | \$ 857     | \$ 857     | \$ -                |  | \$ 4,285     | \$ 4,285   | \$ -                |
| Management Fee                                       | \$ 857     | \$ 857     | \$ -                |  | \$ 4,285     | \$ 4,285   | \$ -                |
| Net Cash From Ops                                    | \$ (4,772) | \$ (4,850) | \$ 78               |  | \$ (27,796)  | \$ (747)   | \$ (27,049)         |

- The revenues for the restaurant were not realized for February. Kevin Hannah, the new owner-operator will begin restaurant operations on April 2<sup>nd</sup>.

**R&R Projects:**

- There were no projects for the month of February.

**Tee Sheet Activity:**

- There were 5,398 total rounds for the month which included 4,237 paid rounds, 936 Annual with Cypress Pass member rounds and 225 other rounds. The round type for the month included 4,056 eighteen hole rounds and 1,086 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.

**February 2018 and YTD rounds mix:**

| Type                | Actual      | Budget      | Month- P.Y. | Y.T.D        | P.Y-Y.T.D    |
|---------------------|-------------|-------------|-------------|--------------|--------------|
| <b>Paid</b>         | <b>4237</b> | <b>3911</b> | <b>3872</b> | <b>15629</b> | <b>16256</b> |
| Annual              | 936         | 809         | 801         | 3219         | 3949         |
| Other rounds        | 225         | 210         | 208         | 1114         | 1137         |
| <b>Total Rounds</b> | <b>5398</b> | <b>4930</b> | <b>4861</b> | <b>19962</b> | <b>21342</b> |

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

- The weather throughout the month of February was more accommodating for golfers and allowed our maintenance team a chance to work on several projects. Fertilizers were applied to the putting surfaces as well as mole cricket spot applications. Program to control weeds around specific areas continue on a regular basis.
- Repairs were required for the main irrigation pump located at Hole # 8 which controls irrigation from the reclaimed water source for the golf course.

- 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 \$1,289.00 in gift card sales purchased for the month with \$7,318 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 throughout February into March.
- The MGA and the WGA are continuing their league play along with multiple seasonal groups. 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.
- Cypress Head was an official school supply drop off location for the Horizon School in Port Orange. A golf tournament was also held for the Horizon school in February to help raise funds for supplies needed as a result of the vandalism that occurred at that facility. We are proud to announce that due to the generosity of our golfing community we were able to raise over \$4,000 for their school.

## Mindshare Reviews and Comments:

Report run: 3/21/2018 11:52 AM MDT  
 Data current as of: 3/21/2018 11:51 AM MDT

| REPORT CRITERIA |                        |
|-----------------|------------------------|
| Date of Survey  | 2/1/18 - 2/28/18       |
| Select level:   | Cypress Head Golf Club |

Number of Surveys: 47



| #                             | Zip Code | Date Golfed | Date of Survey | Tee Time | Overall Rating | Service Rating | Course Rating | Food Rating | Recommend Rating | NPS  | Overall Rating w/o F&B | Comments |  |
|-------------------------------|----------|-------------|----------------|----------|----------------|----------------|---------------|-------------|------------------|------|------------------------|----------|--|
| <b>Totals</b>                 |          |             |                |          | 9.1            | 9.8            | 8.1           | 8.8         | 9.4              | 83.0 | 9.1                    |          |  |
| <b>Cypress Head Golf Club</b> |          |             |                |          | 9.1            | 9.8            | 8.1           | 8.8         | 9.4              | 83.0 | 9.1                    |          |  |
| <b>Golf</b>                   |          |             |                |          | 9.1            | 9.8            | 8.1           | 8.8         | 9.4              | 83.0 | 9.1                    |          |  |

- There were over 400 questionnaires mailed out to players during February. The overall rating for the golf course received a 9.1 with a recommended rating of 9.4 and our service rating is at 9.8.
- 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 our summer leagues coinciding with Daylight Savings beginning in March.
- We are looking forward to hosting the Spruce Creek Academy of Finance in March.
- 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

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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*Total portfolio value*

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

|                                       |                 |
|---------------------------------------|-----------------|
| Total portfolio value on September 29 | \$26,572,148.02 |
| Total portfolio value on October 1    | 23,615,387.59   |
| Total change in value                 | \$2,956,760.43  |

*Investment policy and market outlook*

**Investment objective:**

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THIS STATEMENT CONTAINS INFORMATION OBTAINED FROM SOURCES BELIEVED TO BE RELIABLE. THESE SOURCES MAY INCLUDE OTHER SERVICE PROVIDERS THAT MAY ALSO BE UNDER CONTRACTUAL OBLIGATION TO YOU.

PNC BANK HEREBY CERTIFIES THAT THE ATTACHED STATEMENT FURNISHED PURSUANT TO 29 CFR 2520.103-5(C) IS COMPLETE AND ACCURATE.

  
AUTHORIZED SIGNATURE

PNC BANK NA AS AGENT UNDER  
AGREEMENT DTD 07/31/2006 FOR THE  
CITY OF PORT ORANGE FIRE AND  
RESCUE PENSION FUND ROLLUP  
ACCOUNT

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

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October 1, 2016 - September 29, 2017

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➤ See [pnc.com](http://pnc.com) for the latest updates about our investing strategies.

*About your account*

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Please contact your PNC Institutional Asset Management investment professional via phone or in writing if there have been any changes in your investment objectives, financial situation, risk tolerance, or specific investment restrictions on the management of your account.

**Investments:** Not FDIC Insured. No Bank Guarantee. May Lose Value.

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This statement includes an accounting of asset holdings and transactional activity as well as additional informational schedules. It is not intended to be used for tax reporting purposes or to replace or supplement any tax information provided to you for that purpose.

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## Summary

### *Portfolio value*

|                       |                 |
|-----------------------|-----------------|
| Value on September 29 | \$26,572,148.02 |
| Value on October 1    | 23,615,387.59   |
| Change in value       | \$2,956,760.43  |

### *Portfolio value by asset class*

| Principal                       | Value Sep. 29          | Value last statement   | Unrealized gain (loss) | Original value at PNC  |
|---------------------------------|------------------------|------------------------|------------------------|------------------------|
| Interest bearing cash           | \$1,884,677.02         | \$1,884,677.02         | -                      | \$1,884,677.02         |
| US government securities        | 1,561,926.38           | 1,590,728.73           | - 28,802.35            | 1,578,986.65           |
| Corporate debt                  | 5,268,660.00           | 5,089,030.37           | 179,629.63             | 5,029,665.82           |
| Corporate stock - preferred     | 713,231.22             | 694,337.63             | 18,893.59              | 686,727.82             |
| Corporate stock - common        | 6,780,401.25           | 5,781,729.89           | 998,671.36             | 5,176,739.18           |
| Registered investment companies | 10,344,166.51          | 9,483,508.81           | 860,657.70             | 7,833,110.08           |
| Other assets                    | 52,263.00              | 52,353.50              | - 90.50                | 52,353.50              |
| <b>Total</b>                    | <b>\$26,605,325.38</b> | <b>\$24,576,365.95</b> | <b>\$2,028,959.43</b>  | <b>\$22,242,260.07</b> |
| Net payables and receivables    | - \$33,177.36          | - \$33,177.36          | -                      | - \$33,177.36          |
| <b>Total</b>                    | <b>\$26,572,148.02</b> | <b>\$24,543,188.59</b> | <b>\$2,028,959.43</b>  | <b>\$22,209,082.71</b> |

*Summary*

*Change in account value*

|                                | This period             |
|--------------------------------|-------------------------|
| Beginning account value        | \$23,675,577.77         |
| <b>Income</b>                  |                         |
| Contributions-employer         | \$2,349,781.38          |
| Contributions-participants     | 209,650.50              |
| Investment income              | 597,283.60              |
| Interfund transfers            | 2,300,000.00            |
| Other income                   | 452,792.11              |
| <b>Total income</b>            | <b>\$5,909,507.59</b>   |
| <b>Expenses</b>                |                         |
| Payments to participants       | - \$2,436,218.15        |
| Professional fees              | - 35,663.08             |
| Investment advisory fees       | - 113,828.89            |
| Interfund transfers            | - 2,300,000.00          |
| Other expenses                 | - 42,852.40             |
| <b>Total expenses</b>          | <b>- \$4,928,562.52</b> |
| <b>Investment results</b>      |                         |
| Realized gain (loss)           | - \$55,541.61           |
| Unrealized gain (loss)         | 2,028,959.43            |
| Value of non cash transactions | 2,397.54                |
| <b>Change in account value</b> | <b>2,956,760.43</b>     |
| <b>Net accrued income</b>      | <b>- 448.44</b>         |
| <b>Ending account value</b>    | <b>\$26,631,889.76</b>  |

*Gain/loss summary*

| Net realized gain/loss      | This period          |
|-----------------------------|----------------------|
| US government securities    | - \$105,583.69       |
| Corporate debt              | - 11,037.35          |
| Corporate stock - preferred | - 19,306.53          |
| Corporate stock - common    | 80,385.96            |
| <b>Total</b>                | <b>- \$55,541.61</b> |

*Accrued income summary*

|                                |                   |
|--------------------------------|-------------------|
| Accrued income on September 29 | \$59,741.74       |
| Accrued income on October 01   | 60,190.18         |
| <b>Net accrued income</b>      | <b>- \$448.44</b> |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609

October 1, 2016 - September 29, 2017

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*Summary*

*Investment income summary*

|                                 | This period         | Accrued income<br>this period | Accrued income<br>previous period | Net collected<br>and accrued | Estimated<br>annual income |
|---------------------------------|---------------------|-------------------------------|-----------------------------------|------------------------------|----------------------------|
| Interest bearing cash           | \$5,631.92          | \$1,021.88                    | \$167.82                          | \$6,485.98                   | \$16,699.63                |
| US government securities        | 92,502.67           | 5,272.87                      | 19,975.66                         | 77,799.88                    | 51,908.21                  |
| Corporate debt                  | 116,135.57          | 35,429.53                     | 31,066.26                         | 120,498.84                   | 163,117.19                 |
| Corporate stock - preferred     | 37,987.47           | 2,489.56                      | 2,428.27                          | 38,048.76                    | 40,561.11                  |
| Corporate stock - common        | 100,446.22          | 5,727.50                      | 4,718.50                          | 101,455.22                   | 107,336.55                 |
| Registered investment companies | 245,069.49          | 9,293.78                      | 1,833.67                          | 252,529.60                   | 191,375.94                 |
| Other assets                    | - 489.74            | 506.62                        | -                                 | 16.88                        | 2,026.50                   |
| <b>Total</b>                    | <b>\$597,283.60</b> | <b>\$59,741.74</b>            | <b>\$60,190.18</b>                | <b>\$596,835.16</b>          | <b>\$573,025.13</b>        |



*Summary*

*Transaction summary - measured by cash balance*

|                                     | This period              |
|-------------------------------------|--------------------------|
| Beginning cash balance              | \$0.00                   |
| <b>Income</b>                       |                          |
| Contributions-employer              | \$2,349,781.38           |
| Contributions-participants          | 209,650.50               |
| Investment income                   | 597,283.60               |
| Sales and maturities                | 13,290,229.99            |
| Interfund transfers                 | 2,300,000.00             |
| Other income                        | 452,792.11               |
| <b>Total income</b>                 | <b>\$19,199,737.58</b>   |
| <b>Expenses</b>                     |                          |
| Payments to participants            | - \$2,436,218.15         |
| Purchases                           | - 14,255,792.77          |
| Pending purchases from prior period | - 15,382.29              |
| Professional fees                   | - 26,722.00              |
| Investment advisory fees            | - 113,828.89             |
| Interfund transfers                 | - 2,300,000.00           |
| Other expenses                      | - 51,793.48              |
| <b>Total expenses</b>               | <b>- \$19,199,737.58</b> |
| <b>Ending cash balance</b>          | <b>\$0.00</b>            |
| <b>Change in cash</b>               | <b>-</b>                 |

*Summary*

*Transaction summary - measured by  
original value at PNC*

|                          | This period       |
|--------------------------|-------------------|
| Beginning original value | \$20,871,020.19   |
| <b>Additions</b>         |                   |
| Purchases                | \$14,255,792.77   |
| Pending purchases        | 33,177.36         |
| Securities received      | 4,810,084.66      |
| <b>Disbursements</b>     |                   |
| Sales                    | - \$12,919,372.50 |
| Securities delivered     | - 4,808,442.41    |
| Change in cash           | -                 |
| Net pending trades       | - 33,177.36       |
| Ending original value    | \$22,209,082.71   |

*Transaction summary - measured by  
market value*

|                                | This period       |
|--------------------------------|-------------------|
| Beginning market value         | \$23,630,769.88   |
| <b>Receipts</b>                |                   |
| Purchases                      | \$14,255,792.77   |
| Pending purchases              | 33,177.36         |
| Securities received            | 4,910,733.64      |
| <b>Disbursements</b>           |                   |
| Sales                          | - \$13,345,771.60 |
| Securities delivered           | - 4,908,336.10    |
| Unrealized gain (loss)         | 2,028,959.43      |
| Net payables and receivables   | - 33,177.36       |
| Ending market value            | \$26,572,148.02   |
| Accrued income on September 29 | \$59,741.74       |
| Total account value            | \$26,631,889.76   |

## Detail

### Portfolio

#### Interest bearing cash

| Description                      | Value last statement | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|----------------------------------|----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                  |                      | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                |
| PNC GOVT. MONEY MARKET FUND #405 | \$121,334.12         | \$121,334.12           | 0.46 %               |                      | \$121,334.12                        | 0.89 %        | \$1,075.11              | \$91.12        |
| 20-75-079-3620912                | 121,334.120          | \$1.0000               |                      |                      | \$1.00                              |               |                         |                |
| PNC GOVT. MONEY MARKET FUND #405 | 732,982.01           | 732,982.01             | 2.76 %               |                      | 732,982.01                          | 0.89 %        | 6,494.76                | 135.76         |
| 20-75-079-4493552                | 732,982.010          | 1.0000                 |                      |                      | 1.00                                |               |                         |                |
| PNC GOVT. MONEY MARKET FUND #405 | 31,791.43            | 31,791.43              | 0.12 %               |                      | 31,791.43                           | 0.89 %        | 281.70                  | 23.02          |
| 20-75-079-4493578                | 31,791.430           | 1.0000                 |                      |                      | 1.00                                |               |                         |                |
| PNC GOVT. MONEY MARKET FUND #405 | 2.40                 | 2.40                   | 0.01 %               |                      | 2.40                                | 0.84 %        | 0.02                    |                |
| 20-75-079-4493586                | 2.400                | 1.0000                 |                      |                      | 1.00                                |               |                         |                |
| PNC GOVT. MONEY MARKET FUND #405 | 116,798.70           | 116,798.70             | 0.44 %               |                      | 116,798.70                          | 0.89 %        | 1,034.92                | 84.60          |
| 20-75-079-4493594                | 116,798.700          | 1.0000                 |                      |                      | 1.00                                |               |                         |                |
| PNC GOVT. MONEY MARKET FUND #405 | 3.06                 | 3.06                   | 0.01 %               |                      | 3.06                                | 0.99 %        | 0.03                    |                |
| 20-75-079-4493617                | 3.060                | 1.0000                 |                      |                      | 1.00                                |               |                         |                |
| PNC GOVT. MONEY MARKET FUND #405 | 824,266.70           | 824,266.70             | 3.10 %               |                      | 824,266.70                          | 0.89 %        | 7,303.61                | 594.02         |
| 20-75-079-4768517                | 824,266.700          | 1.0000                 |                      |                      | 1.00                                |               |                         |                |

*Detail*

*Portfolio*

Interest bearing cash

| Description                        | Value last statement  | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income    |
|------------------------------------|-----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|-------------------|
|                                    |                       | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                   |
| PNC GOVT. MONEY MARKET FUND #405   | 30,336.73             | 30,336.73              | 0.12 %               |                      | 30,336.73                           | 0.89 %        | 268.81                  | 20.77             |
| 20-75-079-6791477                  |                       | 1.0000                 |                      |                      | 1.00                                |               |                         |                   |
| PNC GOVT. MONEY MARKET FUND #405   | 27,161.87             | 27,161.87              | 0.11 %               |                      | 27,161.87                           | 0.89 %        | 240.67                  | 72.59             |
| 20-75-079-6814326                  | 27,161.870            | 1.0000                 |                      |                      | 1.00                                |               |                         |                   |
| <b>Total interest bearing cash</b> | <b>\$1,884,677.02</b> | <b>\$1,884,677.02</b>  | <b>7.09 %</b>        |                      | <b>\$1,884,677.02</b>               | <b>0.89 %</b> | <b>\$16,699.63</b>      | <b>\$1,021.88</b> |

US government securities

| Description (Cusip )                        | Value last statement | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|---------------------------------------------|----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                             |                      | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                |
| FEDERAL HOME LOAN MTG CORP GOLD POOL G08686 | \$87,820.48          | \$84,828.96            | 0.32 %               | - \$2,991.52         | \$86,426.78                         | 2.99 %        | \$2,533.04              | \$218.12       |
| 03.000% DUE 01/01/2046                      | 84,434.655           | \$100.4670             |                      |                      | \$102.36                            |               |                         |                |
| RATING: N/A                                 |                      |                        |                      |                      |                                     |               |                         |                |
| [3128MJXQ8]                                 |                      |                        |                      |                      |                                     |               |                         |                |
| 20-75-079-6814326                           |                      |                        |                      |                      |                                     |               |                         |                |
| FEDERAL HOME LOAN MTG CORP GOLD POOL V80026 | 76,910.05            | 74,573.25              | 0.29 %               | - 2,336.80           | 76,971.14                           | 2.98 %        | 2,215.66                | 190.79         |
| 03.000% DUE 04/01/2043                      | 73,855.377           | 100.9720               |                      |                      | 104.22                              |               |                         |                |
| RATING: N/A                                 |                      |                        |                      |                      |                                     |               |                         |                |
| [3132L5A37]                                 |                      |                        |                      |                      |                                     |               |                         |                |
| 20-75-079-6814326                           |                      |                        |                      |                      |                                     |               |                         |                |

*Detail*

US government securities

| Description (Cusip )                                                                                               | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                    |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>RATING: N/A<br>(31371K4F5)<br>20-75-079-6814326 | 1,312.03<br>1,280.160            | 1,286.02<br>100.4580      | 0.01 %                     | - 26.01              | 1,278.85<br>99.90                      | 5.48 %           | 70.41                      | 6.06              |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>RATING: N/A<br>(3138M5LP2)<br>20-75-079-6814326  | 81,267.98<br>76,766.404          | 79,481.63<br>103.5370     | 0.30 %                     | - 1,786.35           | 79,555.16<br>103.63                    | 3.39 %           | 2,686.82                   | 231.37            |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>RATING: N/A<br>(3138WFGZ3)<br>20-75-079-6814326  | 87,835.44<br>84,583.224          | 85,459.51<br>101.0360     | 0.33 %                     | - 2,375.93           | 87,735.25<br>103.73                    | 2.48 %           | 2,114.58                   | 182.09            |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>RATING: N/A<br>(3138WG7C2)<br>20-75-079-6814326  | 129,544.04<br>120,432.156        | 126,857.21<br>105.3350    | 0.48 %                     | - 2,686.83           | 129,332.84<br>107.39                   | 3.80 %           | 4,817.29                   | 414.82            |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>RATING: N/A<br>(3138WPG24)<br>20-75-079-6814326  | 119,428.14<br>114,649.556        | 115,658.47<br>100.8800    | 0.44 %                     | - 3,769.67           | 115,953.29<br>101.14                   | 2.98 %           | 3,439.49                   | 296.18            |

Detail

US government securities

| Description (Cusip )                                                                                               | Value last statement    | Current market value |                        | % of total portfolio | Unrealized gain/loss | Total original value at PNC         |  | Current yield | Estimated annual income | Accrued income |
|--------------------------------------------------------------------------------------------------------------------|-------------------------|----------------------|------------------------|----------------------|----------------------|-------------------------------------|--|---------------|-------------------------|----------------|
|                                                                                                                    |                         | Quantity             | Current price per unit |                      |                      | Avg. original value at PNC per unit |  |               |                         |                |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>RATING: N/A<br>(3138WTSE7)<br>20-75-079-6814326  | 65,636.56<br>61,973.903 |                      | 64,063.04<br>103.3710  | 0.25 %               | - 1,573.52           | 65,527.71<br>105.73                 |  | 3.39 %        | 2,169.09                | 186.78         |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>RATING: N/A<br>(3138W9Z78)<br>20-75-079-6814326 | 52,321.72<br>49,076.759 |                      | 51,418.70<br>104.7720  | 0.20 %               | - 903.02             | 52,067.38<br>106.09                 |  | 3.35 %        | 1,717.69                | 147.91         |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>RATING: N/A<br>(3138X3EU2)<br>20-75-079-6814326  | 52,469.64<br>49,571.221 |                      | 51,231.86<br>103.3500  | 0.20 %               | - 1,237.78           | 52,150.47<br>105.20                 |  | 3.39 %        | 1,734.99                | 149.40         |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>RATING: N/A<br>(31416YLG1)<br>20-75-079-6814326 | 33,481.17<br>31,068.976 |                      | 32,853.89<br>105.7450  | 0.13 %               | - 627.28             | 32,204.92<br>103.66                 |  | 3.79 %        | 1,242.76                | 107.02         |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>RATING: N/A<br>(31417YTU1)<br>20-75-079-6814326 | 27,731.46<br>25,298.259 |                      | 27,375.75<br>108.2120  | 0.11 %               | - 355.71             | 26,664.95<br>105.40                 |  | 4.16 %        | 1,138.42                | 98.03          |

*Detail*

US government securities

| Description (Cusip )                                                                                               | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|--------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                    |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>RATING: N/A<br>(31417Y5R4)<br>20-75-079-6814326 | 26,947.66<br>25,007.102          | 26,444.01<br>105.7460     | 0.10 %                     | - 503.65             | 25,937.00<br>103.72                    | 3.79 %           | 1,000.28                   | 86.14             |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>RATING: N/A<br>(31418BX43)<br>20-75-079-6814326  | 55,556.95<br>52,859.028          | 54,347.01<br>102.8150     | 0.21 %                     | - 1,209.94           | 55,340.93<br>104.70                    | 2.92 %           | 1,585.77                   | 136.55            |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>RATING: N/A<br>(31418B3D6)<br>20-75-079-6814326  | 67,064.98<br>62,276.547          | 65,605.85<br>105.3460     | 0.25 %                     | - 1,459.13           | 67,005.64<br>107.59                    | 3.80 %           | 2,491.06                   | 214.51            |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>RATING: N/A<br>(31419HC67)<br>20-75-079-6814326 | 44,375.59<br>41,271.560          | 43,644.67<br>105.7500     | 0.17 %                     | - 730.92             | 43,264.18<br>104.83                    | 3.79 %           | 1,650.86                   | 142.16            |
| USA TREASURY BD<br>05.500% DUE 08/15/2028<br>RATING: AAA<br>(912810FE3)<br>20-75-079-6814326                       | 175,739.11<br>135,000            | 175,911.75<br>130.3050    | 0.67 %                     | 172.64               | 175,739.11<br>130.18                   | 4.23 %           | 7,425.00                   | 948.30            |

*Detail*

US government securities

| Description (Cusip )                  | Value last statement  | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income    |
|---------------------------------------|-----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|-------------------|
|                                       |                       | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                   |
| USA TREASURY NOTES                    | 405,285.73            | 400,884.80             | 1.51 %               | - 4,400.93           | 405,831.05                          | 2.97 %        | 11,875.00               | 1,516.64          |
| 03.125% DUE 08/15/2044                | 380,000               | 105.4960               |                      |                      | 106.80                              |               |                         |                   |
| RATING: AAA<br>(912810RH3)            |                       |                        |                      |                      |                                     |               |                         |                   |
| 20-75-079-6814326                     |                       |                        |                      |                      |                                     |               |                         |                   |
| <b>Total US government securities</b> | <b>\$1,590,728.73</b> | <b>\$1,561,926.38</b>  | <b>5.88 %</b>        | <b>- \$28,802.35</b> | <b>\$1,578,986.65</b>               | <b>3.32 %</b> | <b>\$51,908.21</b>      | <b>\$5,272.87</b> |

Corporate debt

| Description (Cusip )        | Value last statement | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|-----------------------------|----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                             |                      | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                |
| AEP TEXAS INC               | \$102,996.00         | \$101,353.60           | 0.39 %               | - \$1,642.40         | \$102,996.00                        | 5.25 %        | \$5,320.00              | \$679.78       |
| SER E UNSC                  | 80,000               | \$126.6920             |                      |                      | \$128.75                            |               |                         |                |
| 06.650% DUE 02/15/2033      |                      |                        |                      |                      |                                     |               |                         |                |
| RATING: BAA1<br>(0010EPAF5) |                      |                        |                      |                      |                                     |               |                         |                |
| 20-75-079-6814326           |                      |                        |                      |                      |                                     |               |                         |                |
| AFLAC INC                   | 47,486.25            | 47,651.40              | 0.18 %               | 165.15               | 47,486.25                           | 3.43 %        | 1,631.25                | 480.31         |
| UNSC                        | 45,000               | 105.8920               |                      |                      | 105.53                              |               |                         |                |
| 03.625% DUE 06/15/2023      |                      |                        |                      |                      |                                     |               |                         |                |
| RATING: A3<br>(001055AL6)   |                      |                        |                      |                      |                                     |               |                         |                |
| 20-75-079-6814326           |                      |                        |                      |                      |                                     |               |                         |                |
| ADVANCED MICRO DEVICES      | 14,137.50            | 23,026.25              | 0.09 %               | 8,888.75             | 13,140.00                           | 1.20 %        | 276.25                  | 23.02          |
| CONV                        | 13,000               | 177.1250               |                      |                      | 101.08                              |               |                         |                |
| 02.125% DUE 09/01/2026      |                      |                        |                      |                      |                                     |               |                         |                |
| RATING: N/A<br>(007903BD8)  |                      |                        |                      |                      |                                     |               |                         |                |
| 20-75-079-3620912           |                      |                        |                      |                      |                                     |               |                         |                |



PORT ORANGE FIRE PENSION ROLLUP  
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Corporate debt

| Description (Cusip )                                                                                                           | Value last statement  | Current market value   | %                  | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------|--------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                                                                                                                |                       | Current price per unit | of total portfolio |                      | Avg. original value at PNC per unit |               |                         |                |
| ALLSCRIPTS HEALTHCARE SO<br>CONV<br>01.250% DUE 07/01/2020<br>RATING: N/A<br>(01988PAD0)<br>20-75-079-36209 12                 | 29,113.86<br>28,000   | 29,645.00<br>105.8750  | 0.12 %             | 531.14               | 30,394.28<br>108.55                 | 1.19 %        | 350.00                  | 53.12          |
| AMERICAN FINANCIAL GROUP<br>SR NTS<br>09.875% DUE 06/15/2019<br>RATING: BAA1<br>(026074AA2)<br>20-75-079-6814326               | 62,785.80<br>55,000   | 61,729.25<br>112.2350  | 0.24 %             | - 1,056.55           | 62,785.80<br>114.16                 | 8.80 %        | 5,431.25                | 1,599.20       |
| APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>RATING: AA1<br>(037833AK6)<br>20-75-079-6814326                                 | 100,094.00<br>100,000 | 99,810.00<br>99.8100   | 0.38 %             | - 284.00             | 100,094.00<br>100.09                | 2.41 %        | 2,400.00                | 986.67         |
| ATLAS AIR WORLDWIDE HLDG<br>CONV<br>02.250% DUE 06/01/2022<br>RATING: N/A<br>(049164BH8)<br>20-75-079-36209 12                 | 30,926.32<br>27,000   | 32,568.75<br>120.6250  | 0.13 %             | 1,642.43             | 30,926.32<br>114.54                 | 1.87 %        | 607.50                  | 202.50         |
| BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>RATING: AAA<br>(05582QAD9)<br>20-75-079-6814326 | 90,020.70<br>90,000   | 89,451.90<br>99.3910   | 0.34 %             | - 568.80             | 89,999.60<br>100.00                 | 1.17 %        | 1,044.00                | 20.30          |

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| Description (Cusip )         | Value last statement | Current market value   | %                  | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|------------------------------|----------------------|------------------------|--------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                              |                      | Current price per unit | of total portfolio |                      | Avg. original value at PNC per unit |               |                         |                |
| BAPTIST HEALTH SOUTH FL NTS  | 86,743.60            | 85,927.20              | 0.33 %             | - 816.40             | 86,743.60                           | 4.28 %        | 3,672.00                | 469.20         |
| 04.590% DUE 08/15/2021       | 80,000               | 107.4090               |                    |                      | 108.43                              |               |                         |                |
| RATING: AA3<br>(066836AA5)   |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-6814326            |                      |                        |                    |                      |                                     |               |                         |                |
| BIOMARIN PHARMACEUTICAL CONV | 18,703.20            | 17,953.20              | 0.07 %             | - 750.00             | 16,863.66                           | 1.26 %        | 225.00                  | 103.75         |
| 01.500% DUE 10/15/2020       | 15,000               | 119.6880               |                    |                      | 112.42                              |               |                         |                |
| RATING: N/A<br>(09061GAF8)   |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912            |                      |                        |                    |                      |                                     |               |                         |                |
| BLACKHAWK NETWORK HOLD CONV  | 22,081.20            | 22,325.00              | 0.09 %             | 243.80               | 22,081.20                           | 1.35 %        | 300.00                  | 63.33          |
| 01.500% DUE 01/15/2022       | 20,000               | 111.6250               |                    |                      | 110.41                              |               |                         |                |
| RATING: N/A<br>(09238EAB0)   |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912            |                      |                        |                    |                      |                                     |               |                         |                |
| BLACKSTONE MORTGAGE TR CONV  | 23,427.17            | 23,979.48              | 0.10 %             | 552.31               | 23,427.17                           | 4.60 %        | 1,102.50                | 367.50         |
| 05.250% DUE 12/01/2018       | 21,000               | 114.1880               |                    |                      | 111.56                              |               |                         |                |
| RATING: N/A<br>(09257WAA8)   |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912            |                      |                        |                    |                      |                                     |               |                         |                |
| CRH AMERICA INC NTS          | 47,654.55            | 47,151.00              | 0.18 %             | - 503.55             | 47,654.55                           | 7.76 %        | 3,656.25                | 771.87         |
| 08.125% DUE 07/15/2018       | 45,000               | 104.7800               |                    |                      | 105.90                              |               |                         |                |
| RATING: BAA1<br>(12626PAJ2)  |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-6814326            |                      |                        |                    |                      |                                     |               |                         |                |

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Corporate debt

| Description (Cusip )                                                                                                                | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                                     |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| CSX TRANSN INC<br>DEBENTURES<br>09.750% DUE 06/15/2020<br>RATING: BAA1<br>(126410LK3)<br>20-75-079-6814326                          | 46,864.74<br>39,000              | 46,470.45<br>119.1550     | 0.18 %                     | - 394.29             | 46,864.74<br>120.17                    | 8.19 %           | 3,802.50                   | 1,119.62          |
| CALENERGY INC<br>SR BD<br>08.480% DUE 09/15/2028<br>RATING: A3<br>(129466AM0)<br>20-75-079-6814326                                  | 95,633.85<br>65,000              | 95,121.65<br>146.3410     | 0.36 %                     | - 512.20             | 95,633.85<br>147.13                    | 5.80 %           | 5,512.00                   | 244.98            |
| CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>NOT RATED<br>(14041NEU1)<br>20-75-079-6814326 | 75,340.50<br>75,000              | 74,985.00<br>99.9800      | 0.29 %                     | - 355.50             | 75,298.83<br>100.40                    | 1.40 %           | 1,042.50                   | 46.33             |
| CEMEX SAB DE CV<br>CONV<br>03.750% DUE 03/15/2018<br>RATING: N/A<br>(151290BC6)<br>20-75-079-3620912                                | 28,162.21<br>25,000              | 28,515.75<br>114.0630     | 0.11 %                     | 353.54               | 28,841.78<br>115.37                    | 3.29 %           | 937.50                     | 41.67             |
| CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>NOT RATED<br>(161571HF4)<br>20-75-079-6814326          | 109,995.60<br>110,000            | 109,039.70<br>99.1270     | 0.41 %                     | - 955.90             | 109,969.72<br>99.97                    | 1.29 %           | 1,397.00                   | 116.42            |

PORT ORANGE FIRE PENSION ROLLUP  
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Corporate debt

| Description (Cusip )                                                                                                                     | Value last statement | Current market value   | %                  | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|--------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                                                                                                                          |                      | Current price per unit | of total portfolio |                      | Avg. original value at PNC per unit |               |                         |                |
| CITRIX SYS INC<br>CONV<br>00.500% DUE 04/15/2019<br>RATING: N/A<br>(177376AD2)<br>20-75-079-3620912                                      | 28,265.75<br>25,000  | 29,000.00<br>116.0000  | 0.11 %             | 734.25               | 26,886.60<br>107.55                 | 0.44 %        | 125.00                  | 57.64          |
| CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>RATING: N/A<br>(189464AB6)<br>20-75-079-3620912                                 | 14,742.18<br>13,000  | 20,036.25<br>154.1250  | 0.08 %             | 5,294.07             | 14,742.18<br>113.40                 | 1.63 %        | 325.00                  | 14.44          |
| COCA COLA BOTTL CO CONSL<br>CALL 08/25/2025 @ 100.000 UNSC<br>03.800% DUE 11/25/2025<br>RATING: BAA2<br>(191098AK8)<br>20-75-079-6814326 | 51,356.00<br>50,000  | 51,256.50<br>102.5130  | 0.20 %             | - 99.50              | 51,356.00<br>102.71                 | 3.71 %        | 1,900.00                | 665.00         |
| COLONY CAPITAL INC<br>CONV<br>03.875% DUE 01/15/2021<br>RATING: N/A<br>(19624RAB2)<br>20-75-079-3620912                                  | 24,622.35<br>25,000  | 25,078.25<br>100.3130  | 0.10 %             | 455.90               | 24,622.35<br>98.49                  | 3.87 %        | 968.75                  | 204.51         |
| COMCAST CORP<br>BDS<br>07.050% DUE 03/15/2033<br>RATING: A3<br>(20030NAC5)<br>20-75-079-6814326                                          | 103,638.00<br>75,000 | 102,705.75<br>136.9410 | 0.39 %             | - 932.25             | 103,638.00<br>138.18                | 5.15 %        | 5,287.50                | 235.00         |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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Corporate debt

| Description (Cusip )                                                                                                      | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                           |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| CTRIP.COM INTL LTD<br>CONV<br>01.000% DUE 07/01/2020<br>RATING: N/A<br>(22943FAF7)<br>20-75-079-3620912                   | 20,591.25<br>19,000              | 21,600.72<br>113.6880     | 0.09 %                     | 1,009.47             | 20,043.78<br>105.49                    | 0.88 %           | 190.00                     | 47.50             |
| CYPRESS SEMICONDUCTOR CO<br>CONV<br>04.500% DUE 01/15/2022<br>RATING: N/A<br>(232806AM1)<br>20-75-079-3620912             | 18,671.67<br>15,000              | 19,584.45<br>130.5630     | 0.08 %                     | 912.78               | 18,671.67<br>124.48                    | 3.45 %           | 675.00                     | 142.50            |
| DISH NETWORK CORPORATION CL A<br>CONV<br>03.375% DUE 08/15/2026<br>RATING: BA3<br>(25470MAB5)<br>20-75-079-3620912        | 53,927.64<br>46,000              | 51,462.50<br>111.8750     | 0.20 %                     | - 2,465.14           | 53,927.64<br>117.23                    | 3.02 %           | 1,552.50                   | 198.38            |
| DOLLAR GENERAL CORP<br>CALL 01/15/2027 UNSC<br>03.875% DUE 04/15/2027<br>RATING: BAA2<br>(256677AE5)<br>20-75-079-6814326 | 52,171.70<br>50,000              | 51,966.50<br>103.9330     | 0.20 %                     | - 205.20             | 52,171.70<br>104.34                    | 3.73 %           | 1,937.50                   | 914.93            |
| DOW CHEMICAL COMPANY<br>CONS<br>07.375% DUE 11/01/2029<br>RATING: BAA2<br>(260543BJ1)<br>20-75-079-6814326                | 53,609.20<br>40,000              | 53,315.60<br>133.2890     | 0.21 %                     | - 293.60             | 53,609.20<br>134.02                    | 5.54 %           | 2,950.00                   | 1,229.17          |

Detail

Corporate debt

| Description (Cusip )                                                                                                                      | Value last statement | Current market value  |                        | % of total portfolio | Unrealized gain/loss | Total original value at PNC         |  | Current yield | Estimated annual income | Accrued income |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|------------------------|----------------------|----------------------|-------------------------------------|--|---------------|-------------------------|----------------|
|                                                                                                                                           |                      | Quantity              | Current price per unit |                      |                      | Avg. original value at PNC per unit |  |               |                         |                |
| DYCOM INDUSTRIES INC<br>CONV<br>00.750% DUE 09/15/2021<br>RATING: BA3<br>(267475AB7)<br>20-75-079-3620912                                 | 17,908.00<br>16,000  | 18,180.00<br>113.6250 |                        | 0.07 %               | 272.00               | 17,796.07<br>111.23                 |  | 0.67 %        | 120.00                  | 5.33           |
| ENVESTNET INC<br>CONV<br>01.750% DUE 12/15/2019<br>RATING: N/A<br>(29404KAA4)<br>20-75-079-3620912                                        | 13,518.29<br>13,000  | 13,658.19<br>105.0630 |                        | 0.06 %               | 139.90               | 13,518.29<br>103.99                 |  | 1.67 %        | 227.50                  | 66.99          |
| EURONET WORLDWIDE INC<br>CONV<br>01.500% DUE 10/01/2044<br>RATING: N/A<br>(298736AH2)<br>20-75-079-3620912                                | 15,105.00<br>12,000  | 16,230.00<br>135.2500 |                        | 0.07 %               | 1,125.00             | 15,330.00<br>127.75                 |  | 1.11 %        | 180.00                  | 90.00          |
| EXPRESS SCRIPTS HOLDING<br>SER 10YR CALL 11/25/25 @100 COGT<br>04.500% DUE 02/25/2026<br>RATING: BAA2<br>(30219GAM0)<br>20-75-079-6814326 | 53,375.00<br>50,000  | 53,516.50<br>107.0330 |                        | 0.21 %               | 141.50               | 53,375.00<br>106.75                 |  | 4.21 %        | 2,250.00                | 225.00         |
| FIFTH THIRD BANCORP<br>CALL 12/16/2023 @ 100.000 SUB<br>04.300% DUE 01/16/2024<br>RATING: BAA1<br>(316773CP3)<br>20-75-079-6814326        | 53,674.50<br>50,000  | 52,963.00<br>105.9260 |                        | 0.20 %               | - 711.50             | 53,674.50<br>107.35                 |  | 4.06 %        | 2,150.00                | 447.92         |

*Detail*

Corporate debt

| Description (Cusip )                                                                                                                    | Value last statement | Current market value   | %                  | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|--------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                                                                                                                         |                      | Current price per unit | of total portfolio |                      | Avg. original value at PNC per unit |               |                         |                |
| FINISAR CORPORATION<br>CONV<br>0.500% DUE 12/15/2033<br>RATING: N/A<br>(31787AAM3)<br>20-75-079-3620912                                 | 19,469.13<br>17,000  | 17,680.00<br>104.0000  | 0.07 %             | - 1,789.13           | 19,469.13<br>114.52                 | 0.49 %        | 85.00                   | 25.03          |
| FIRST TENNESSEE BANK<br>SER BKNT CALL 11/01/19 @ 100 UNSC<br>02.950% DUE 12/01/2019<br>RATING: BAA3<br>(337158AF6)<br>20-75-079-6814326 | 50,726.50<br>50,000  | 50,517.50<br>101.0350  | 0.19 %             | - 209.00             | 50,726.50<br>101.45                 | 2.92 %        | 1,475.00                | 491.67         |
| FRANKLIN RESOURCES INC<br>SR UNSEC<br>02.800% DUE 09/15/2022<br>RATING: A1<br>(354613AJ0)<br>20-75-079-6814326                          | 81,784.00<br>80,000  | 81,075.20<br>101.3440  | 0.31 %             | - 708.80             | 81,784.00<br>102.23                 | 2.77 %        | 2,240.00                | 99.56          |
| GENERAL ELECTRIC CAPITAL SVCS<br>SUB NTS<br>07.500% DUE 08/21/2035<br>RATING: A1<br>(36959CAA6)<br>20-75-079-6814326                    | 71,347.00<br>50,000  | 70,453.00<br>140.9060  | 0.27 %             | - 894.00             | 71,347.00<br>142.69                 | 5.33 %        | 3,750.00                | 416.67         |
| GEORGIA PACIFIC CORP<br>BONDS<br>08.875% DUE 05/15/2031<br>RATING: A3<br>(373298BU1)<br>20-75-079-6814326                               | 94,686.60<br>60,000  | 92,322.60<br>153.8710  | 0.35 %             | - 2,364.00           | 94,686.60<br>157.81                 | 5.77 %        | 5,325.00                | 2,011.67       |

*Detail*

Corporate debt

| Description (Cusip )                                                                                                                    | Value last statement | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                                                                                                                         |                      | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                |
| GOLDMAN SACHS GROUP INC<br>SR UNSEC<br>05.750% DUE 01/24/2022<br>RATING: A3<br>(38141GGS7)<br>20-75-079-6814326                         | 67,430.40<br>60,000  | 67,248.00<br>112.0800  | 0.26 %               | - 182.40             | 67,430.40<br>112.38                 | 5.14 %        | 3,450.00                | 642.08         |
| GOLDMAN SACHS GROUP INC<br>SER 10YR CALL 10/23/24 @100 UNSC<br>03.500% DUE 01/23/2025<br>RATING: A3<br>(38148LAC0)<br>20-75-079-6814326 | 35,569.80<br>35,000  | 35,509.25<br>101.4550  | 0.14 %               | - 60.55              | 35,569.80<br>101.63                 | 3.45 %        | 1,225.00                | 231.39         |
| HANNON ARMSTRONG SUSTAIN<br>CONV<br>04.125% DUE 09/01/2022<br>RATING: N/A<br>(41068XAB6)<br>20-75-079-3620912                           | 13,930.00<br>14,000  | 14,490.00<br>103.5000  | 0.06 %               | 560.00               | 13,930.00<br>99.50                  | 3.99 %        | 577.50                  | 62.56          |
| HELIX ENERGY SOLUTIONS<br>CONV<br>04.250% DUE 05/01/2022<br>RATING: N/A<br>(42330PAH0)<br>20-75-079-3620912                             | 12,425.38<br>11,000  | 10,835.00<br>98.5000   | 0.05 %               | - 1,590.38           | 12,425.38<br>112.96                 | 4.32 %        | 467.50                  | 194.79         |
| HERBALIFE LTD<br>CONV<br>02.000% DUE 08/15/2019<br>RATING: N/A<br>(42703MAB9)<br>20-75-079-3620912                                      | 39,588.75<br>39,000  | 39,000.00<br>100.0000  | 0.15 %               | - 588.75             | 38,253.47<br>98.09                  | 2.01 %        | 780.00                  | 99.67          |



*Detail*

Corporate debt

| Description (Cusip )                                                                                                                  | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                                       |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| HOLOGIC INC<br>CALL 12/15/2017 @ 121.020 UNSC<br>02.000% DUE 12/15/2043<br>RATING: N/A<br>(436440AG6)<br>20-75-079-3620912            | 35,561.25<br>29,000              | 34,981.25<br>120.6250     | 0.14 %                     | - 580.00             | 36,398.28<br>125.51                    | 1.66 %           | 580.00                     | 1,330.78          |
| HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>RATING: N/A<br>(43814NAC9)<br>20-75-079-6814326 | 73,662.91<br>73,516.610          | 73,350.46<br>99.7740      | 0.28 %                     | - 312.45             | 73,459.18<br>99.92                     | 1.23 %           | 896.90                     | 32.39             |
| HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>RATING: AAA<br>(44930UAD8)<br>20-75-079-6814326 | 30,208.20<br>30,000              | 29,969.40<br>99.8980      | 0.12 %                     | - 238.80             | 29,994.18<br>99.98                     | 1.57 %           | 468.00                     | 20.80             |
| ILLUMINA INC<br>CONV<br>ZERO CPN DUE 06/15/2019<br>RATING: N/A<br>(452327AF6)<br>20-75-079-3620912                                    | 36,225.00<br>35,000              | 36,925.00<br>105.5000     | 0.14 %                     | 700.00               | 41,339.39<br>118.11                    |                  |                            |                   |
| ILLUMINA INC.<br>CONV<br>00.500% DUE 06/15/2021<br>RATING: N/A<br>(452327AH2)<br>20-75-079-3620912                                    | 15,246.15<br>14,000              | 15,916.32<br>113.6880     | 0.06 %                     | 670.17               | 15,246.15<br>108.90                    | 0.44 %           | 70.00                      | 20.61             |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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Corporate debt

| Description (Cusip )                                                                                                     | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                          |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| INPHI CORP<br>CONV<br>01.125% DUE 12/01/2020<br>RATING: N/A<br>(45772FAB3)<br>20-75-079-3620912                          | 16,297.50<br>12,000              | 14,692.56<br>122.4380     | 0.06 %                     | - 1,604.94           | 16,297.50<br>135.81                    | 0.92 %           | 135.00                     | 45.00             |
| INSULET CORPORATION<br>CONV<br>02.000% DUE 06/15/2019<br>RATING: N/A<br>(45784PAD3)<br>20-75-079-3620912                 | 16,415.70<br>15,000              | 18,665.70<br>124.4380     | 0.08 %                     | 2,250.00             | 16,664.70<br>111.10                    | 1.61 %           | 300.00                     | 88.33             |
| INTEGRATED DEVICE TECHNOLOGY<br>CONV<br>00.875% DUE 11/15/2022<br>RATING: N/A<br>(458118AC0)<br>20-75-079-3620912        | 16,764.48<br>16,000              | 17,100.00<br>106.8750     | 0.07 %                     | 335.52               | 16,764.48<br>104.78                    | 0.82 %           | 140.00                     | 52.89             |
| INTEL CORP CONV 12/15/35<br>JR SUBORDINATED<br>02.950% DUE 12/15/2035<br>RATING: N/A<br>(458140AD2)<br>20-75-079-3620912 | 20,662.50<br>15,000              | 21,337.50<br>142.2500     | 0.09 %                     | 675.00               | 20,662.50<br>137.75                    | 2.08 %           | 442.50                     | 130.29            |
| INTEL CORP<br>JR SUB DEB CONV<br>03.250% DUE 08/01/2039<br>RATING: A2<br>(458140AF7)<br>20-75-079-3620912                | 65,835.00<br>36,000              | 66,150.00<br>183.7500     | 0.25 %                     | 315.00               | 49,853.13<br>138.48                    | 1.77 %           | 1,170.00                   | 195.00            |

*Detail*

Corporate debt

| Description (Cusip )                                                                                          | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|---------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                               |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| IBM CORP<br>UNSC<br>03.625% DUE 02/12/2024<br>RATING: A1<br>(459200HU8)<br>20-75-079-6814326                  | 47,437.20<br>45,000              | 47,218.50<br>104.9300     | 0.18 %                     | - 218.70             | 47,437.20<br>105.42                    | 3.46 %           | 1,631.25                   | 222.03            |
| IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>RATING: N/A<br>(46333XAD0)<br>20-75-079-3620912 | 14,853.83<br>12,000              | 14,257.56<br>118.8130     | 0.06 %                     | - 596.27             | 14,853.83<br>123.78                    | 1.90 %           | 270.00                     | 79.50             |
| ISIS PHARMACEUTICALS INC<br>CONV<br>01.000% DUE 11/15/2021<br>RATING: N/A<br>(464337AJ3)<br>20-75-079-3620912 | 32,142.94<br>30,000              | 31,687.50<br>105.6250     | 0.12 %                     | - 455.44             | 32,142.94<br>107.14                    | 0.95 %           | 300.00                     | 113.33            |
| JDS UNIPHASE CORP<br>CONV<br>00.625% DUE 08/15/2033<br>RATING: N/A<br>(46612JAF8)<br>20-75-079-3620912        | 21,905.79<br>21,000              | 21,945.00<br>104.5000     | 0.09 %                     | 39.21                | 21,905.79<br>104.31                    | 0.60 %           | 131.25                     | 16.77             |
| JPMORGAN CHASE & CO<br>SUB<br>03.875% DUE 09/10/2024<br>RATING: BAA1<br>(46625HJY7)<br>20-75-079-6814326      | 52,142.00<br>50,000              | 52,063.50<br>104.1270     | 0.20 %                     | - 78.50              | 52,142.00<br>104.28                    | 3.73 %           | 1,937.50                   | 113.02            |

PORT ORANGE FIRE PENSION ROLLUP  
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Corporate debt

| Description (Cusip )   | Value last statement | Current market value   | %                  | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|------------------------|----------------------|------------------------|--------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                        |                      | Current price per unit | of total portfolio |                      | Avg. original value at PNC per unit |               |                         |                |
| JAZZ INVTS I LTD       | 35,249.38            | 35,806.42              | 0.14 %             | 557.04               | 39,381.43                           | 1.79 %        | 637.50                  | 81.46          |
| CONV                   | 34,000               | 105.3130               |                    |                      | 115.83                              |               |                         |                |
| 01.875% DUE 08/15/2021 |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: N/A            |                      |                        |                    |                      |                                     |               |                         |                |
| (472145AB7)            |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912      |                      |                        |                    |                      |                                     |               |                         |                |
| JOHN DEERE OWNER TRUST | 40,036.80            | 39,930.80              | 0.16 %             | - 106.00             | 39,993.70                           | 1.37 %        | 544.00                  | 24.18          |
| SERIES 2016 A CLASS A3 | 40,000               | 99.8270                |                    |                      | 99.98                               |               |                         |                |
| 01.360% DUE 04/15/2020 |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: AAA            |                      |                        |                    |                      |                                     |               |                         |                |
| (47788MAC4)            |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-6814326      |                      |                        |                    |                      |                                     |               |                         |                |
| KB HOME                | 21,525.00            | 20,987.60              | 0.08 %             | - 537.40             | 21,525.00                           | 1.32 %        | 275.00                  | 45.83          |
| CONV                   | 20,000               | 104.9380               |                    |                      | 107.63                              |               |                         |                |
| 01.375% DUE 02/01/2019 |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: B1             |                      |                        |                    |                      |                                     |               |                         |                |
| (48666KAS8)            |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912      |                      |                        |                    |                      |                                     |               |                         |                |
| LAM RESEARCH CORP      | 12,735.04            | 24,450.00              | 0.10 %             | 11,714.96            | 9,495.94                            | 0.41 %        | 100.00                  | 37.78          |
| SR UNSEC               | 8,000                | 305.6250               |                    |                      | 118.70                              |               |                         |                |
| 01.250% DUE 05/15/2018 |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: BAA1           |                      |                        |                    |                      |                                     |               |                         |                |
| (512807AL2)            |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912      |                      |                        |                    |                      |                                     |               |                         |                |
| LIBERTY MEDIA CORP     | 28,147.50            | 32,664.60              | 0.13 %             | 4,517.10             | 27,120.66                           | 1.14 %        | 371.25                  | 171.19         |
| CONV                   | 27,000               | 120.9800               |                    |                      | 100.45                              |               |                         |                |
| 01.375% DUE 10/15/2023 |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: N/A            |                      |                        |                    |                      |                                     |               |                         |                |
| (531229AB8)            |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912      |                      |                        |                    |                      |                                     |               |                         |                |

*Detail*

Corporate debt

| Description (Cusip )                                                                                            | Value last statement  | Current market value |                        | % of total portfolio | Unrealized gain/loss | Total original value at PNC         |  | Current yield | Estimated annual income | Accrued income |
|-----------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|------------------------|----------------------|----------------------|-------------------------------------|--|---------------|-------------------------|----------------|
|                                                                                                                 |                       | Quantity             | Current price per unit |                      |                      | Avg. original value at PNC per unit |  |               |                         |                |
| LINCOLN NATIONAL CORP<br>SR UNSEC<br>06.250% DUE 02/15/2020<br>RATING: BAA1<br>(534187AY5)<br>20-75-079-6814326 | 109,954.00<br>100,000 |                      | 109,141.00<br>109.1410 | 0.42 %               | - 813.00             | 109,954.00<br>109.95                |  | 5.73 %        | 6,250.00                | 798.61         |
| LIVE NATION ENTERTAINMENT<br>CONV<br>02.500% DUE 05/15/2019<br>RATING: N/A<br>(538034AJ8)<br>20-75-079-3620912  | 20,827.52<br>19,000   |                      | 25,068.22<br>131.9380  | 0.10 %               | 4,240.70             | 20,827.52<br>109.62                 |  | 1.90 %        | 476.29                  | 179.93         |
| MACQUARIE INFRASTRUCTURE<br>CONV<br>02.875% DUE 07/15/2019<br>RATING: N/A<br>(55608BAA3)<br>20-75-079-3620912   | 23,381.32<br>20,000   |                      | 21,237.60<br>106.1880  | 0.08 %               | - 2,143.72           | 23,144.16<br>115.72                 |  | 2.71 %        | 575.00                  | 121.39         |
| MEDICINES COMPANY<br>CONV<br>02.500% DUE 01/15/2022<br>RATING: N/A<br>(584688AE5)<br>20-75-079-3620912          | 10,355.04<br>8,000    |                      | 10,095.04<br>126.1880  | 0.04 %               | - 260.00             | 9,907.87<br>123.85                  |  | 1.99 %        | 200.00                  | 42.22          |
| MEDIDATA SOLUTIONS INC<br>CONV<br>01.000% DUE 08/01/2018<br>RATING: N/A<br>(58471AAB1)<br>20-75-079-3620912     | 15,185.69<br>13,000   |                      | 17,891.25<br>137.6250  | 0.07 %               | 2,705.56             | 15,382.29<br>118.33                 |  | 0.73 %        | 130.00                  | 21.67          |

Detail

Corporate debt

| Description (Cusip )                                                                                                          | Value last statement | Current market value  |                        | % of total portfolio | Unrealized gain/loss | Total original value at PNC         |  | Current yield | Estimated annual income | Accrued income |
|-------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|------------------------|----------------------|----------------------|-------------------------------------|--|---------------|-------------------------|----------------|
|                                                                                                                               |                      | Quantity              | Current price per unit |                      |                      | Avg. original value at PNC per unit |  |               |                         |                |
| MERCADOLIBRE INC<br>CONV<br>02.250% DUE 07/01/2019<br>RATING: N/A<br>(58733RAB8)<br>20-75-079-3620912                         | 6,237.52<br>4,000    | 8,352.52<br>208.8130  |                        | 0.04 %               | 2,115.00             | 4,761.97<br>119.05                  |  | 1.08 %        | 90.00                   | 22.50          |
| MICROSOFT CORP<br>CALL 08/03/2020 @ 100.000 UNSC<br>03.125% DUE 11/03/2025<br>RATING: AAA<br>(594918BJ2)<br>20-75-079-6814326 | 35,884.75<br>35,000  | 35,960.40<br>102.7440 |                        | 0.14 %               | 75.65                | 35,884.75<br>102.53                 |  | 3.05 %        | 1,093.75                | 449.65         |
| MICROCHIP TECHNOLOGY INC<br>CONVERTIBLE<br>02.125% DUE 12/15/2037<br>RATING: N/A<br>(595017AB0)<br>20-75-079-3620912          | 15,521.28<br>6,000   | 22,890.00<br>381.5000 |                        | 0.09 %               | 7,368.72             | 9,348.00<br>155.80                  |  | 0.56 %        | 127.50                  | 37.54          |
| MICROCHIP TECHNOLOGY INC<br>CONV<br>01.625% DUE 02/15/2025<br>RATING: N/A<br>(595017AD6)<br>20-75-079-3620912                 | 40,800.00<br>32,000  | 55,840.00<br>174.5000 |                        | 0.21 %               | 15,040.00            | 31,192.14<br>97.48                  |  | 0.94 %        | 520.00                  | 66.44          |
| MICRON TECHNOLOGY INC<br>CONV<br>02.125% DUE 02/15/2033<br>RATING: N/A<br>(595112AV5)<br>20-75-079-3620912                    | 28,230.08<br>16,000  | 57,130.08<br>357.0630 |                        | 0.22 %               | 28,900.00            | 20,713.76<br>129.46                 |  | 0.60 %        | 340.00                  | 43.44          |

*Detail*

Corporate debt

| Description (Cusip )                                                                                                    | Value last statement | Current market value   | %                  | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|-------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|--------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                                                                                                         |                      | Current price per unit | of total portfolio |                      | Avg. original value at PNC per unit |               |                         |                |
| MICRON TECHNOLOGY INC<br>CONV SER G<br>03.000% DUE 11/15/2043<br>RATING: N/A<br>(595112AY9)<br>20-75-079-3620912        | 23,245.83<br>22,000  | 30,401.36<br>138.1880  | 0.12 %             | 7,155.53             | 23,245.83<br>105.66                 | 2.18 %        | 660.00                  | 249.33         |
| MOLINA HEALTHCARE INC<br>CONV<br>01.625% DUE 08/15/2044<br>RATING: N/A<br>(60855RAD2)<br>20-75-079-3620912              | 35,669.06<br>30,000  | 37,575.00<br>125.2500  | 0.15 %             | 1,905.94             | 36,639.51<br>122.13                 | 1.30 %        | 487.50                  | 62.29          |
| MORGAN STANLEY<br>UNSC<br>03.700% DUE 10/23/2024<br>RATING: A3<br>(61761JVL0)<br>20-75-079-6814326                      | 83,376.00<br>80,000  | 82,877.60<br>103.5970  | 0.32 %             | - 498.40             | 83,376.00<br>104.22                 | 3.58 %        | 2,960.00                | 1,299.11       |
| NATIONAL HEALTH INVESTOR<br>CONV<br>03.250% DUE 04/01/2021<br>RATING: N/A<br>(63633DAE4)<br>20-75-079-3620912           | 26,277.50<br>23,000  | 26,421.25<br>114.8750  | 0.10 %             | 143.75               | 23,337.22<br>101.47                 | 2.83 %        | 747.50                  | 373.75         |
| NATIONAL RURAL UTILITIES<br>NTS SERIES MTNC<br>08.000% DUE 03/01/2032<br>RATING: A2<br>(637432CT0)<br>20-75-079-6814326 | 96,112.90<br>65,000  | 95,468.75<br>146.8750  | 0.36 %             | - 644.15             | 96,112.90<br>147.87                 | 5.45 %        | 5,200.00                | 433.33         |

PORT ORANGE FIRE PENSION ROLLUP  
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Corporate debt

| Description (Cusip )                                                                                                                   | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                                        |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| NATIONAL RURAL UTIL COOP<br>CALL 12/27/2019 @ 100.000 CLTL<br>02.000% DUE 01/27/2020<br>RATING: A1<br>(637432NC5)<br>20-75-079-6814326 | 50,154.00<br>50,000              | 50,083.50<br>100.1670     | 0.19 %                     | - 70.50              | 50,154.00<br>100.31                    | 2.00 %           | 1,000.00                   | 177.78            |
| NAVISTAR INTL CORP<br>CONV<br>04.750% DUE 04/15/2019<br>RATING: N/A<br>(63934EAS7)<br>20-75-079-3620912                                | 21,770.80<br>20,000              | 21,925.00<br>109.6250     | 0.09 %                     | 154.20               | 21,770.80<br>108.85                    | 4.34 %           | 950.00                     | 438.06            |
| NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>RATING: AAA<br>(65478WAD7)<br>20-75-079-6814326   | 75,007.50<br>75,000              | 74,459.25<br>99.2790      | 0.28 %                     | - 548.25             | 74,992.83<br>99.99                     | 1.19 %           | 885.00                     | 39.33             |
| NOVELLUS SYSTEMS INC<br>CONV SR UNSECD<br>02.625% DUE 05/15/2041<br>RATING: N/A<br>(670008AD3)<br>20-75-079-3620912                    | 22,285.04<br>8,000               | 43,950.00<br>549.3750     | 0.17 %                     | 21,664.96            | 18,700.06<br>233.75                    | 0.48 %           | 210.00                     | 79.33             |
| NUANCE COMMUNICATIONS<br>CONV<br>01.500% DUE 11/01/2035<br>RATING: N/A<br>(67020YAG5)<br>20-75-079-3620912                             | 21,117.06<br>21,000              | 20,921.25<br>99.6250      | 0.08 %                     | - 195.81             | 22,987.70<br>109.47                    | 1.51 %           | 315.00                     | 131.25            |



*Detail*

Corporate debt

| Description (Cusip )                                                                                                             | Value last statement | Current market value  |                        | % of total portfolio | Unrealized gain/loss | Total original value at PNC         |  | Current yield | Estimated annual income | Accrued income |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------------------|------------------------|----------------------|----------------------|-------------------------------------|--|---------------|-------------------------|----------------|
|                                                                                                                                  |                      | Quantity              | Current price per unit |                      |                      | Avg. original value at PNC per unit |  |               |                         |                |
| NUCOR CORP<br>NOTES<br>05.850% DUE 06/01/2018<br>RATING: BAA1<br>(670346AK1)<br>20-75-079-6814326                                | 51,815.00<br>50,000  | 51,310.00<br>102.6200 |                        | 0.20 %               | - 505.00             | 51,815.00<br>103.63                 |  | 5.71 %        | 2,925.00                | 975.00         |
| NUVASIVE INC<br>CONV<br>02.250% DUE 03/15/2021<br>RATING: N/A<br>(670704AG0)<br>20-75-079-3620912                                | 16,434.00<br>12,000  | 13,642.56<br>113.6880 |                        | 0.06 %               | - 2,791.44           | 16,434.00<br>136.95                 |  | 1.98 %        | 270.00                  | 12.00          |
| OASIS PETROLEUM INC<br>CONV<br>02.625% DUE 09/15/2023<br>RATING: N/A<br>(674215AJ7)<br>20-75-079-3620912                         | 13,513.64<br>11,000  | 11,976.25<br>108.8750 |                        | 0.05 %               | - 1,537.39           | 13,513.64<br>122.85                 |  | 2.42 %        | 288.75                  | 12.83          |
| OMNICO GROUP INC<br>CALL 08/01/2024 @ 100.000 COGT<br>03.650% DUE 11/01/2024<br>RATING: BAA1<br>(681919BA3)<br>20-75-079-6814326 | 51,616.00<br>50,000  | 51,151.50<br>102.3030 |                        | 0.20 %               | - 464.50             | 51,616.00<br>103.23                 |  | 3.57 %        | 1,825.00                | 760.42         |
| ON SEMICONDUCTOR CORP<br>CONV<br>01.000% DUE 12/01/2020<br>RATING: N/A<br>(682189AK1)<br>20-75-079-3620912                       | 33,370.91<br>32,000  | 38,180.16<br>119.3130 |                        | 0.15 %               | 4,809.25             | 33,370.91<br>104.28                 |  | 0.84 %        | 320.00                  | 76.67          |

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| Description (Cusip )                                                                                         | Value last statement | Current market value   | %                  | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|--------------------------------------------------------------------------------------------------------------|----------------------|------------------------|--------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                                                                                              |                      | Current price per unit | of total portfolio |                      | Avg. original value at PNC per unit |               |                         |                |
| PALO ALTO NETWORKS<br>CONV<br>ZERO CPN DUE 07/01/2019<br>RATING: N/A<br>(697435AB1)<br>20-75-079-3620912     | 13,719.42<br>9,000   | 12,386.25<br>137.6250  | 0.05 %             | - 1,333.17           | 15,171.03<br>168.57                 |               |                         |                |
| PHILIP MORRIS INTL INC<br>UNSC<br>03.250% DUE 11/10/2024<br>RATING: A2<br>(718172BM0)<br>20-75-079-6814326   | 30,806.70<br>30,000  | 30,579.30<br>101.9310  | 0.12 %             | - 227.40             | 30,806.70<br>102.69                 | 3.19 %        | 975.00                  | 381.87         |
| PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>RATING: N/A<br>(741503AQ9)<br>20-75-079-3620912 | 20,572.50<br>13,000  | 25,098.19<br>193.0630  | 0.10 %             | 4,525.69             | 17,196.51<br>132.28                 | 0.52 %        | 130.00                  | 5.78           |
| PRICELINE GROUP INC/THE<br>CONV<br>00.350% DUE 06/15/2020<br>RATING: N/A<br>(741503AS5)<br>20-75-079-3620912 | 23,040.00<br>18,000  | 25,976.34<br>144.3130  | 0.10 %             | 2,936.34             | 21,777.65<br>120.99                 | 0.25 %        | 63.00                   | 18.55          |
| PRICELINE GROUP INC/THE<br>CONV<br>00.900% DUE 09/15/2021<br>RATING: N/A<br>(741503AX4)<br>20-75-079-3620912 | 57,902.24<br>49,000  | 56,227.50<br>114.7500  | 0.22 %             | - 1,674.74           | 57,902.24<br>118.17                 | 0.79 %        | 441.00                  | 19.60          |

*Detail*

Corporate debt

| Description (Cusip )                                                                                        | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|-------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                             |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| PRIMERICA INC<br>SR UNSEC<br>04.750% DUE 07/15/2022<br>RATING: BAA2<br>(74164MAA6)<br>20-75-079-6814326     | 119,306.00<br>110,000            | 118,923.20<br>108.1120    | 0.45 %                     | - 382.80             | 119,306.00<br>108.46                   | 4.40 %           | 5,225.00                   | 1,103.06          |
| PROOFPOINT INC<br>CONV<br>00.750% DUE 06/15/2020<br>RATING: N/A<br>(743424AD5)<br>20-75-079-3620912         | 26,286.88<br>22,000              | 27,486.36<br>124.9380     | 0.11 %                     | 1,199.48             | 26,700.88<br>121.37                    | 0.61 %           | 165.00                     | 48.58             |
| PROVIDENT COS INC<br>SR NT<br>07.250% DUE 03/15/2028<br>RATING: BAA2<br>(743862AA2)<br>20-75-079-6814326    | 51,211.60<br>40,000              | 50,700.80<br>126.7520     | 0.20 %                     | - 510.80             | 51,211.60<br>128.03                    | 5.72 %           | 2,900.00                   | 128.89            |
| QUIDEL CORP<br>CONV<br>03.250% DUE 12/15/2020<br>RATING: N/A<br>(74838JAA9)<br>20-75-079-3620912            | 14,530.87<br>13,000              | 19,686.94<br>151.4380     | 0.08 %                     | 5,156.07             | 14,530.87<br>111.78                    | 2.15 %           | 422.50                     | 124.40            |
| RPM INTERNATIONAL INC<br>CONV<br>02.250% DUE 12/15/2020<br>RATING: BAA3<br>(749685AT0)<br>20-75-079-3620912 | 17,971.95<br>15,000              | 17,287.50<br>115.2500     | 0.07 %                     | - 684.45             | 18,019.28<br>120.13                    | 1.96 %           | 337.50                     | 99.38             |

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| Description (Cusip )                                                                                                         | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                              |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| RTI INTERNATIONAL METALS<br>CONV<br>01.625% DUE 10/15/2019<br>RATING: N/A<br>(74973WAB3)<br>20-75-079-3620912                | 21,325.00<br>20,000              | 22,262.60<br>111.3130     | 0.09 %                     | 937.60               | 21,847.88<br>109.24                    | 1.46 %           | 325.00                     | 149.86            |
| RED HAT INC<br>CONV<br>00.250% DUE 10/01/2019<br>RATING: N/A<br>(756577AD4)<br>20-75-079-3620912                             | 32,906.38<br>26,000              | 40,007.50<br>153.8750     | 0.16 %                     | 7,101.12             | 31,590.00<br>121.50                    | 0.17 %           | 65.00                      | 32.50             |
| ROYAL GOLD INC<br>SR UNSEC CONV<br>02.875% DUE 06/15/2019<br>RATING: N/A<br>(780287AA6)<br>20-75-079-3620912                 | 24,612.50<br>22,000              | 24,282.50<br>110.3750     | 0.10 %                     | - 330.00             | 24,612.50<br>111.88                    | 2.61 %           | 632.50                     | 186.24            |
| RYDER SYSTEM INC<br>CALL 01/26/19 @100 SER MTN<br>02.350% DUE 02/26/2019<br>RATING: BAA1<br>(78355HJU4)<br>20-75-079-6814326 | 40,292.00<br>40,000              | 40,197.20<br>100.4930     | 0.16 %                     | - 94.80              | 40,292.00<br>100.73                    | 2.34 %           | 940.00                     | 91.39             |
| SALESFORCE.COM INC<br>CONV<br>00.250% DUE 04/01/2018<br>RATING: N/A<br>(79466LAD6)<br>20-75-079-3620912                      | 22,716.97<br>19,000              | 26,683.22<br>140.4380     | 0.11 %                     | 3,966.25             | 22,164.20<br>116.65                    | 0.18 %           | 47.50                      | 23.75             |

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| Description (Cusip )     | Value last statement | Current market value   | %                  | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|--------------------------|----------------------|------------------------|--------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                          |                      | Current price per unit | of total portfolio |                      | Avg. original value at PNC per unit |               |                         |                |
| SEMPRA ENERGY            | 49,873.00            | 49,379.00              | 0.19 %             | - 494.00             | 49,873.00                           | 3.30 %        | 1,625.00                | 505.56         |
| CALL 03/15/2027 UNSC     | 50,000               | 98.7580                |                    |                      | 99.75                               |               |                         |                |
| 03.250% DUE 06/15/2027   |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: BAA1             |                      |                        |                    |                      |                                     |               |                         |                |
| (816851BA6)              |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-6814326        |                      |                        |                    |                      |                                     |               |                         |                |
| SERVICENOW INC           | 20,697.50            | 27,295.71              | 0.11 %             | 6,598.21             | 20,687.89                           |               |                         |                |
| CONV                     | 17,000               | 160.5630               |                    |                      | 121.69                              |               |                         |                |
| ZERO CPN DUE 11/01/2018  |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: N/A              |                      |                        |                    |                      |                                     |               |                         |                |
| (81762PAB8)              |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912        |                      |                        |                    |                      |                                     |               |                         |                |
| STANLEY BLACK & DECKER I | 25,233.00            | 25,158.00              | 0.10 %             | - 75.00              | 25,233.00                           | 2.44 %        | 612.75                  | 228.08         |
| SUB                      | 25,000               | 100.6320               |                    |                      | 100.93                              |               |                         |                |
| 02.451% DUE 11/17/2018   |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: BAA2             |                      |                        |                    |                      |                                     |               |                         |                |
| (854502AB7)              |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-6814326        |                      |                        |                    |                      |                                     |               |                         |                |
| STARWOOD PROPERTY TRUST  | 36,176.25            | 34,938.75              | 0.14 %             | - 1,237.50           | 36,013.69                           | 4.30 %        | 1,501.50                | 125.12         |
| CONV                     | 33,000               | 105.8750               |                    |                      | 109.13                              |               |                         |                |
| 04.550% DUE 03/01/2018   |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: N/A              |                      |                        |                    |                      |                                     |               |                         |                |
| (85571BAA3)              |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912        |                      |                        |                    |                      |                                     |               |                         |                |
| COLONY STARWOOD HOMES    | 16,256.25            | 18,421.95              | 0.07 %             | 2,165.70             | 15,512.07                           | 2.45 %        | 450.00                  | 112.50         |
| CONV                     | 15,000               | 122.8130               |                    |                      | 103.41                              |               |                         |                |
| 03.000% DUE 07/01/2019   |                      |                        |                    |                      |                                     |               |                         |                |
| RATING: N/A              |                      |                        |                    |                      |                                     |               |                         |                |
| (85571WAB5)              |                      |                        |                    |                      |                                     |               |                         |                |
| 20-75-079-3620912        |                      |                        |                    |                      |                                     |               |                         |                |

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Corporate debt

| Description (Cusip )     | Value last statement | Current        | % of total | Unrealized gain/loss | Total original      | Current | Estimated     | Accrued  |
|--------------------------|----------------------|----------------|------------|----------------------|---------------------|---------|---------------|----------|
|                          |                      | market value   |            |                      | value at PNC        |         |               |          |
|                          | Quantity             | Current        |            |                      | Avg. original value | yield   | annual income | income   |
|                          |                      | price per unit | portfolio  |                      | at PNC per unit     |         |               |          |
| STRYKER CORP             | 50,195.00            | 50,105.50      | 0.19 %     | - 89.50              | 50,195.00           | 2.00 %  | 1,000.00      | 63.89    |
| UNSC                     | 50,000               | 100.2110       |            |                      | 100.39              |         |               |          |
| 02.000% DUE 03/08/2019   |                      |                |            |                      |                     |         |               |          |
| RATING: BAA1             |                      |                |            |                      |                     |         |               |          |
| (863667AK7)              |                      |                |            |                      |                     |         |               |          |
| 20-75-079-6814326        |                      |                |            |                      |                     |         |               |          |
| TAKE-TWO INTERACTIVE SOF | 6,292.50             | 14,231.25      | 0.06 %     | 7,938.75             | 4,586.47            | 0.22 %  | 30.00         | 7.50     |
| CONV                     | 3,000                | 474.3750       |            |                      | 152.88              |         |               |          |
| 01.000% DUE 07/01/2018   |                      |                |            |                      |                     |         |               |          |
| RATING: N/A              |                      |                |            |                      |                     |         |               |          |
| (874054AD1)              |                      |                |            |                      |                     |         |               |          |
| 20-75-079-3620912        |                      |                |            |                      |                     |         |               |          |
| TESLA MOTORS INC         | 38,062.50            | 46,121.46      | 0.18 %     | 8,058.96             | 40,930.17           | 0.23 %  | 105.00        | 8.75     |
| CONV                     | 42,000               | 109.8130       |            |                      | 97.45               |         |               |          |
| 00.250% DUE 03/01/2019   |                      |                |            |                      |                     |         |               |          |
| RATING: N/A              |                      |                |            |                      |                     |         |               |          |
| (88160RAB7)              |                      |                |            |                      |                     |         |               |          |
| 20-75-079-3620912        |                      |                |            |                      |                     |         |               |          |
| TESLA MOTORS INC         | 22,418.00            | 24,777.50      | 0.10 %     | 2,359.50             | 22,418.00           | 1.11 %  | 275.00        | 22.92    |
| CONV                     | 22,000               | 112.6250       |            |                      | 101.90              |         |               |          |
| 01.250% DUE 03/01/2021   |                      |                |            |                      |                     |         |               |          |
| RATING: N/A              |                      |                |            |                      |                     |         |               |          |
| (88160RAC5)              |                      |                |            |                      |                     |         |               |          |
| 20-75-079-3620912        |                      |                |            |                      |                     |         |               |          |
| TORCHMARK CORP           | 113,417.00           | 111,871.00     | 0.43 %     | - 1,546.00           | 113,417.00          | 8.27 %  | 9,250.00      | 2,723.61 |
| SR UNSEC                 | 100,000              | 111.8710       |            |                      | 113.42              |         |               |          |
| 09.250% DUE 06/15/2019   |                      |                |            |                      |                     |         |               |          |
| RATING: BAA1             |                      |                |            |                      |                     |         |               |          |
| (891027AP9)              |                      |                |            |                      |                     |         |               |          |
| 20-75-079-6814326        |                      |                |            |                      |                     |         |               |          |

*Detail*

Corporate debt

| Description (Cusip )                                                                                                                  | Value last statement | Current market value   |                        | % of total portfolio | Unrealized gain/loss | Total original value at PNC         |  | Current yield | Estimated annual income | Accrued income |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|------------------------|----------------------|----------------------|-------------------------------------|--|---------------|-------------------------|----------------|
|                                                                                                                                       |                      | Quantity               | Current price per unit |                      |                      | Avg. original value at PNC per unit |  |               |                         |                |
| TOSCO CORP<br>NTS<br>08.125% 02/15/2030<br>RATING: BAA1<br>(891490AT1)<br>20-75-079-6814326                                           | 104,598.00<br>75,000 | 103,279.50<br>137.7060 |                        | 0.39 %               | - 1,318.50           | 104,598.00<br>139.46                |  | 5.91 %        | 6,093.75                | 778.65         |
| TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>RATING: AAA<br>(89237KAD5)<br>20-75-079-6814326  | 35,078.75<br>35,000  | 34,923.70<br>99.7820   |                        | 0.14 %               | - 155.05             | 34,998.02<br>99.99                  |  | 1.26 %        | 437.50                  | 19.44          |
| TRINITY INDUSTRIES INC<br>SUB NT CONV CALL 06/01/18@ 100<br>03.875% DUE 06/01/2036<br>RATING: BA2<br>(896522AF6)<br>20-75-079-3620912 | 29,357.96<br>24,000  | 32,175.12<br>134.0630  |                        | 0.13 %               | 2,817.16             | 29,789.90<br>124.12                 |  | 2.90 %        | 930.00                  | 310.00         |
| TWO HARBORS INV CORP<br>CONV<br>06.250% DUE 01/15/2022<br>RATING: N/A<br>(90187BAA9)<br>20-75-079-3620912                             | 19,292.47<br>18,000  | 19,305.00<br>107.2500  |                        | 0.08 %               | 12.53                | 19,292.47<br>107.18                 |  | 5.83 %        | 1,125.00                | 237.50         |
| VERISIGN INC<br>JR SUB<br>03.250% DUE 08/15/2037<br>RATING: N/A<br>(92343EAD4)<br>20-75-079-3620912                                   | 55,667.21<br>23,000  | 71,558.75<br>311.1250  |                        | 0.27 %               | 15,891.54            | 44,582.75<br>193.84                 |  | 1.05 %        | 747.50                  | 95.51          |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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Corporate debt

| Description (Cusip )                                                                                            | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                                                                                                 |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| VISHAY INTERTECHNOLOGY<br>CONV<br>02.250% DUE 11/15/2040<br>RATING: N/A<br>(928298AG3)<br>20-75-079-36209 12    | 11,593.13<br>9,000               | 13,291.92<br>147.6880     | 0.05 %                     | 1,698.79             | 11,593.13<br>128.81                    | 1.53 %           | 202.50                     | 76.50             |
| WASTE MANAGEMENT INC<br>COGT<br>07.750% DUE 05/15/2032<br>RATING: BAA2<br>(94106LAN9)<br>20-75-079-6814326      | 36,788.50<br>25,000              | 35,760.25<br>143.0410     | 0.14 %                     | - 1,028.25           | 36,788.50<br>147.15                    | 5.42 %           | 1,937.50                   | 731.94            |
| WEATHERFORD BERMUDA<br>CONV<br>05.875% DUE 07/01/2021<br>RATING: N/A<br>(947075AH0)<br>20-75-079-36209 12       | 28,616.14<br>24,000              | 26,205.12<br>109.1880     | 0.10 %                     | - 2,411.02           | 28,616.14<br>119.23                    | 5.39 %           | 1,410.00                   | 352.50            |
| WELLPOINT INC<br>CONV<br>02.750% DUE 10/15/2042<br>RATING: N/A<br>(94973VBG1)<br>20-75-079-36209 12             | 14,650.46<br>8,000               | 20,760.00<br>259.5000     | 0.08 %                     | 6,109.54             | 12,218.96<br>152.74                    | 1.06 %           | 220.00                     | 101.44            |
| WELLS FARGO & COMPANY<br>SER M SUBR<br>03.450% DUE 02/13/2023<br>RATING: A3<br>(94974BFJ4)<br>20-75-079-6814326 | 102,413.00<br>100,000            | 102,462.00<br>102.4620    | 0.39 %                     | 49.00                | 102,413.00<br>102.41                   | 3.37 %           | 3,450.00                   | 460.00            |



*Detail*

Corporate debt

| Description (Cusip )                                                                                          | Value last statement  | Current market value  |                        | % of total portfolio | Unrealized gain/loss | Total original value at PNC         |  | Current yield | Estimated annual income | Accrued income     |
|---------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|------------------------|----------------------|----------------------|-------------------------------------|--|---------------|-------------------------|--------------------|
|                                                                                                               |                       | Quantity              | Current price per unit |                      |                      | Avg. original value at PNC per unit |  |               |                         |                    |
| WORKDAY INC<br>CONV<br>00.750% DUE 07/15/2018<br>RATING: N/A<br>(98138HAC5)<br>20-75-079-3620912              | 16,763.50<br>13,000   | 16,965.00<br>130.5000 |                        | 0.07 %               | 201.50               | 16,763.50<br>128.95                 |  | 0.58 %        | 97.50                   | 20.58              |
| WRIGHT MEDICAL GROUP INC<br>CONV<br>02.000% DUE 02/15/2020<br>RATING: N/A<br>(98235TAE7)<br>20-75-079-3620912 | 43,275.86<br>39,000   | 42,144.57<br>108.0630 |                        | 0.16 %               | - 1,131.29           | 43,285.84<br>110.99                 |  | 1.86 %        | 780.00                  | 99.67              |
| YAHOO INC<br>CONV<br>ZERO CPN DUE 12/01/2018<br>RATING: N/A<br>(984332AF3)<br>20-75-079-3620912               | 39,615.63<br>38,000   | 49,305.00<br>129.7500 |                        | 0.19 %               | 9,689.37             | 40,682.53<br>107.06                 |  |               |                         |                    |
| <b>Total corporate debt</b>                                                                                   | <b>\$5,089,030.37</b> | <b>\$5,268,660.00</b> |                        | <b>19.83 %</b>       | <b>\$179,629.63</b>  | <b>\$5,029,665.82</b>               |  | <b>3.10 %</b> | <b>\$163,117.19</b>     | <b>\$35,429.53</b> |

Corporate stock - preferred

| Description (Symbol)                                                   | Value last statement | Current market value      |                        | % of total portfolio | Unrealized gain/loss | Total original value at PNC         |  | Current yield | Estimated annual income | Accrued income |
|------------------------------------------------------------------------|----------------------|---------------------------|------------------------|----------------------|----------------------|-------------------------------------|--|---------------|-------------------------|----------------|
|                                                                        |                      | Quantity                  | Current price per unit |                      |                      | Avg. original value at PNC per unit |  |               |                         |                |
| ALLERGAN PLC (I)<br>05.500% PFD<br>DUE 03/01/2018<br>20-75-079-3620912 | \$79,684.53<br>97    | \$71,568.54<br>\$737.8200 |                        | 0.27 %               | - \$8,115.99         | \$99,172.27<br>\$1,022.39           |  | 7.46 %        | \$5,335.00              |                |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

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Corporate stock - preferred

| Description (Symbol)        | Value last statement | Current market value<br>Current price per unit | % of total portfolio | Unrealized gain/loss | Total original value at PNC<br>Avg. original value at PNC per unit | Current yield | Estimated annual income | Accrued income |
|-----------------------------|----------------------|------------------------------------------------|----------------------|----------------------|--------------------------------------------------------------------|---------------|-------------------------|----------------|
|                             | Quantity             |                                                |                      |                      |                                                                    |               |                         |                |
| BUNGE LTD (I)               | 16,587.84            | 16,642.24                                      | 0.07 %               | 54.40                | 16,587.84                                                          | 4.69 %        | 780.00                  |                |
| PFD 4.875% SERIES           | 160                  | 104.0140                                       |                      |                      | 103.67                                                             |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| AMG CAPITAL TRUST II (I)    | 9,961.50             | 10,116.48                                      | 0.04 %               | 154.98               | 9,961.50                                                           | 4.20 %        | 424.88                  | 106.21         |
| CONV PFD 05.15% 10/15/37    | 165                  | 61.3120                                        |                      |                      | 60.37                                                              |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| AMERICAN TOWER CORP (I)     | 35,034.67            | 36,013.60                                      | 0.14 %               | 978.93               | 35,034.67                                                          | 4.51 %        | 1,622.50                |                |
| PFD 05.500% 02/15/2018      | 295                  | 122.0800                                       |                      |                      | 118.76                                                             |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| ANADARKO PETROLEUM CORP (I) | 11,667.60            | 11,130.00                                      | 0.05 %               | - 537.60             | 10,732.70                                                          | 9.44 %        | 1,050.00                |                |
| PFD 07.500% 06/07/2018      | 280                  | 39.7500                                        |                      |                      | 38.33                                                              |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| ANTHEM INC (I)              | 41,067.57            | 46,276.65                                      | 0.18 %               | 5,209.08             | 44,122.82                                                          | 5.03 %        | 2,323.13                |                |
| PFD 05.250% 05/01/2018      | 885                  | 52.2900                                        |                      |                      | 49.86                                                              |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| ARCONIC INC PFD (I)         |                      |                                                | 0.01 %               |                      |                                                                    |               |                         | 164.59         |
| CONVERTED 10/02/17          |                      | 38.9000                                        |                      |                      |                                                                    |               |                         |                |
| SEE 03965L100               |                      |                                                |                      |                      |                                                                    |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| BANK OF AMERICA CORP (I)    | 72,029.56            | 76,786.73                                      | 0.29 %               | 4,757.17             | 64,463.79                                                          | 5.58 %        | 4,277.50                | 1,069.38       |
| CONV PFD SERIES L           | 59                   | 1,301.4700                                     |                      |                      | 1,092.61                                                           |               |                         |                |
| 07.250% DUE 12/31/2049      |                      |                                                |                      |                      |                                                                    |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| BECTON DICKINSON AND CO (I) | 50,102.59            | 53,325.90                                      | 0.21 %               | 3,223.31             | 50,102.59                                                          | 5.55 %        | 2,955.80                |                |
| PFD 06.125% 05/01/2020      | 965                  | 55.2600                                        |                      |                      | 51.92                                                              |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| BELDEN INC (I)              | 29,037.82            | 28,635.90                                      | 0.11 %               | - 401.92             | 29,037.82                                                          | 6.25 %        | 1,788.75                | 556.88         |
| PFD 06.750% 07/15/2019      | 265                  | 108.0600                                       |                      |                      | 109.58                                                             |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |
| BLACK HILLS CORP (I)        | 14,826.40            | 16,178.75                                      | 0.07 %               | 1,352.35             | 12,101.88                                                          | 5.15 %        | 833.13                  |                |
| PFD 07.750% 11/01/2018      | 215                  | 75.2500                                        |                      |                      | 56.29                                                              |               |                         |                |
| 20-75-079-3620912           |                      |                                                |                      |                      |                                                                    |               |                         |                |

*Detail*

## Corporate stock - preferred

| Description (Symbol)          | Value last statement | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|-------------------------------|----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                               |                      | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                |
| CENTERPOINT ENERGY INC ()     | 12,322.08            | 15,990.63              | 0.07 %               | 3,668.55             | 10,910.81                           | 1.57 %        | 250.48                  |                |
| CONV PFD CALL 09/20/10 @ 100  | 215                  | 74.3750                |                      |                      | 50.75                               |               |                         |                |
| VAR % DUE 09/15/2029          |                      |                        |                      |                      |                                     |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| CROWN CASTLE INTL CORP ()     | 31,773.54            | 32,040.00              | 0.13 %               | 266.46               | 31,773.54                           | 6.44 %        | 2,062.50                |                |
| PFD 06.875% 08/01/2020        | 30                   | 1,068.0000             |                      |                      | 1,059.12                            |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| DTE ENERGY CO ()              | 17,049.50            | 16,607.25              | 0.07 %               | - 442.25             | 17,049.50                           | 5.96 %        | 988.81                  | 247.81         |
| PFD 06.500% 10/01/2019        | 305                  | 54.4500                |                      |                      | 55.90                               |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| DOMINION RESOURCES INC ()     | 25,306.54            | 24,867.50              | 0.10 %               | - 439.04             | 25,306.54                           | 6.66 %        | 1,653.75                |                |
| PFD 06.750% 08/15/2019        | 490                  | 50.7500                |                      |                      | 51.65                               |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| HESS CORP ()                  | 11,520.25            | 10,318.00              | 0.04 %               | - 1,202.25           | 11,871.95                           | 6.79 %        | 700.00                  |                |
| PFD 08.000% 12/31/2049        | 175                  | 58.9600                |                      |                      | 67.84                               |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| HUNTINGTON BANCSHARES ()      | 11,520.00            | 11,840.00              | 0.05 %               | 320.00               | 9,879.69                            | 5.75 %        | 680.00                  | 170.00         |
| PFD 8.5% SERIES A             | 8                    | 1,480.0000             |                      |                      | 1,234.96                            |               |                         |                |
| CONV UNTIL 12/31/49           |                      |                        |                      |                      |                                     |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| KINDER MORGAN INC/DELAWARE () | 24,033.60            | 20,424.00              | 0.08 %               | - 3,609.60           | 22,864.23                           | 11.46 %       | 2,340.00                |                |
| PFD 09.750% 10/26/2018        | 480                  | 42.5500                |                      |                      | 47.63                               |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| NEXTERA ENERGY INC ()         | 34,538.40            | 38,791.35              | 0.15 %               | 4,252.95             | 37,112.20                           | 4.81 %        | 1,863.23                |                |
| PFD 06.371% 09/01/2018        | 585                  | 66.3100                |                      |                      | 63.44                               |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| REXNORD CORP ()               | 16,475.05            | 16,840.30              | 0.07 %               | 365.25               | 16,475.05                           | 4.96 %        | 833.75                  |                |
| PFD 05.750% 11/15/2019        | 290                  | 58.0700                |                      |                      | 56.81                               |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |
| STANLEY BLACK & DECKER I ()   | 14,288.75            | 16,051.00              | 0.07 %               | 1,762.25             | 14,288.75                           | 4.68 %        | 750.40                  |                |
| PFD 05.375% 05/15/2020        | 140                  | 114.6500               |                      |                      | 102.06                              |               |                         |                |
| 20-75-079-3620912             |                      |                        |                      |                      |                                     |               |                         |                |

Detail

Corporate stock - preferred

| Description (Symbol)                     | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|------------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                          |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| T-MOBILE US INC ()                       | 26,934.15                        | 34,468.95                 | 0.13 %                     | 7,534.80             | 19,684.41                              | 2.76 %           | 948.75                     |                   |
| PFD 05.500% 12/15/2017                   | 345                              | 99.9100                   |                            |                      | 57.06                                  |                  |                            |                   |
| 20-75-079-3620912                        |                                  |                           |                            |                      |                                        |                  |                            |                   |
| WELLS FARGO & COMPANY ()                 | 94,267.44                        | 94,680.00                 | 0.36 %                     | 412.56               | 84,847.66                              | 5.71 %           | 5,400.00                   |                   |
| CONV PFD 7.5% SER L                      | 72                               | 1,315.0000                |                            |                      | 1,178.44                               |                  |                            |                   |
| CONV UNTIL 12/31/49                      |                                  |                           |                            |                      |                                        |                  |                            |                   |
| 20-75-079-3620912                        |                                  |                           |                            |                      |                                        |                  |                            |                   |
| WELLTOWER INC ()                         | 14,308.25                        | 13,637.45                 | 0.06 %                     | - 670.80             | 13,345.61                              | 5.13 %           | 698.75                     | 174.69            |
| PFD CONV                                 | 215                              | 63.4300                   |                            |                      | 62.07                                  |                  |                            |                   |
| 06.500% DUE 12/31/2049                   |                                  |                           |                            |                      |                                        |                  |                            |                   |
| 20-75-079-3620912                        |                                  |                           |                            |                      |                                        |                  |                            |                   |
| <b>Total corporate stock - preferred</b> | <b>\$694,337.63</b>              | <b>\$713,231.22</b>       | <b>2.68 %</b>              | <b>\$18,893.59</b>   | <b>\$686,727.82</b>                    | <b>5.69 %</b>    | <b>\$40,561.11</b>         | <b>\$2,489.56</b> |

Corporate stock - common

| Description (Symbol)               | Value last statement<br>Quantity | Current<br>market value   | %<br>of total<br>portfolio | Unrealized gain/loss | Total original<br>value at PNC         | Current<br>yield | Estimated<br>annual income | Accrued<br>income |
|------------------------------------|----------------------------------|---------------------------|----------------------------|----------------------|----------------------------------------|------------------|----------------------------|-------------------|
|                                    |                                  | Current<br>price per unit |                            |                      | Avg. original value<br>at PNC per unit |                  |                            |                   |
| ACCENTURE PLC CLASS A (ACN)        | \$274,882.50                     | \$303,907.50              | 1.15 %                     | \$29,025.00          | \$172,857.98                           | 1.97 %           | \$5,985.00                 |                   |
| SEDOL B4BNMY3                      | 2,250                            | \$135.0700                |                            |                      | \$76.83                                |                  |                            |                   |
| ISIN IE00B4BNMY34                  |                                  |                           |                            |                      |                                        |                  |                            |                   |
| 20-75-079-4768517                  |                                  |                           |                            |                      |                                        |                  |                            |                   |
| TE CONNECTIVITY LTD (TEL)          | 181,873.50                       | 234,644.50                | 0.89 %                     | 52,771.00            | 132,212.05                             | 1.93 %           | 4,520.00                   |                   |
| SEDOL B62B7C3 ISIN CH0102993182    | 2,825                            | 83.0600                   |                            |                      | 46.80                                  |                  |                            |                   |
| 20-75-079-4768517                  |                                  |                           |                            |                      |                                        |                  |                            |                   |
| AMERISOURCEBERGEN CORP (ABC)       | 242,437.16                       | 246,181.25                | 0.93 %                     | 3,744.09             | 214,371.07                             | 1.77 %           | 4,343.50                   |                   |
| 20-75-079-4768517                  | 2,975                            | 82.7500                   |                            |                      | 72.06                                  |                  |                            |                   |
| BANK NEW YORK MELLON CORP COM (BK) | 184,445.00                       | 245,217.50                | 0.93 %                     | 60,772.50            | 129,638.89                             | 1.82 %           | 4,440.00                   |                   |
| 20-75-079-4768517                  | 4,625                            | 53.0200                   |                            |                      | 28.03                                  |                  |                            |                   |

**PORT ORANGE FIRE PENSION ROLLUP  
 CONSOLIDATED ACCOUNT STATEMENT**

Account number 20-75-502-4493609

October 1, 2016 - September 29, 2017

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*Detail*
**Corporate stock - common**

| Description (Symbol)             | Value last statement | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income |
|----------------------------------|----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|----------------|
|                                  |                      | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                |
| BERKSHIRE HATHAWAY INC (BRKB)    | 292,551.75           | 371,223.00             | 1.40 %               | 78,671.25            | 211,102.52                          |               |                         |                |
| CLASS B                          | 2,025                | 183.3200               |                      |                      | 104.25                              |               |                         |                |
| 20-75-079-4768517                |                      |                        |                      |                      |                                     |               |                         |                |
| CENTURYLINK INC (CTL)            | 53,589.05            | 38,272.50              | 0.15 %               | - 15,316.55          | 53,589.05                           | 11.43 %       | 4,374.00                |                |
| 20-75-079-4768517                | 2,025                | 18.9000                |                      |                      | 26.46                               |               |                         |                |
| CERNER CORP (CERN)               | 210,881.61           | 283,497.00             | 1.07 %               | 72,615.39            | 210,881.61                          |               |                         |                |
| 20-75-079-4768517                | 3,975                | 71.3200                |                      |                      | 53.05                               |               |                         |                |
| COMCAST CORPORATION CL A (CMCSA) | 305,164.00           | 354,016.00             | 1.34 %               | 48,852.00            | 256,952.19                          | 1.64 %        | 5,796.00                |                |
| 20-75-079-4768517                | 9,200                | 38.4800                |                      |                      | 27.93                               |               |                         |                |
| DEVON ENERGY CORP NEW (DVN)      | 110,275.00           | 91,775.00              | 0.35 %               | - 18,500.00          | 132,936.16                          | 0.66 %        | 600.00                  |                |
| 20-75-079-4768517                | 2,500                | 36.7100                |                      |                      | 53.17                               |               |                         |                |
| DOLLAR GENERAL CORP (DG)         | 267,711.75           | 310,016.25             | 1.17 %               | 42,304.50            | 281,077.38                          | 1.29 %        | 3,978.00                |                |
| 20-75-079-4768517                | 3,825                | 81.0500                |                      |                      | 73.48                               |               |                         |                |
| EBAY INC (EBAY)                  | 257,442.50           | 300,949.50             | 1.14 %               | 43,507.00            | 194,414.94                          |               |                         |                |
| 20-75-079-4768517                | 7,825                | 38.4600                |                      |                      | 24.85                               |               |                         |                |
| EXPEDITORS INTERNATIONAL (EXPD)  | 221,536.00           | 257,398.00             | 0.97 %               | 35,862.00            | 159,881.90                          | 1.41 %        | 3,612.00                |                |
| WASHINGTON INC                   | 4,300                | 59.8600                |                      |                      | 37.18                               |               |                         |                |
| 20-75-079-4768517                |                      |                        |                      |                      |                                     |               |                         |                |
| HONEYWELL INTL INC (HON)         | 269,305.95           | 336,632.50             | 1.27 %               | 67,326.55            | 241,194.64                          | 2.11 %        | 7,077.50                |                |
| 20-75-079-4768517                | 2,375                | 141.7400               |                      |                      | 101.56                              |               |                         |                |
| JPMORGAN CHASE & CO (JPM)        | 198,105.25           | 284,142.25             | 1.07 %               | 86,037.00            | 192,972.95                          | 2.35 %        | 6,664.00                |                |
| 20-75-079-4768517                | 2,975                | 95.5100                |                      |                      | 64.86                               |               |                         |                |
| LEVEL 3 COMMUNICATIONS INC (LVL) | 187,771.41           | 199,837.50             | 0.76 %               | 12,066.09            | 194,522.27                          |               |                         |                |
| 20-75-079-4768517                | 3,750                | 53.2900                |                      |                      | 51.87                               |               |                         |                |
| MICROSOFT CORP (MSFT)            | 122,400.00           | 158,291.25             | 0.60 %               | 35,891.25            | 55,686.63                           | 2.26 %        | 3,570.00                |                |
| 20-75-079-4768517                | 2,125                | 74.4900                |                      |                      | 26.21                               |               |                         |                |
| NESTLE S.A. (NSRGY)              | 208,374.18           | 222,626.50             | 0.84 %               | 14,252.32            | 197,648.46                          | 2.29 %        | 5,080.05                |                |
| SPONSORED ADR REPSTG REG SH      | 2,650                | 84.0100                |                      |                      | 74.58                               |               |                         |                |
| 20-75-079-4768517                |                      |                        |                      |                      |                                     |               |                         |                |
| OMNICOM GROUP (OMC)              | 216,750.00           | 188,878.50             | 0.71 %               | - 27,871.50          | 180,239.23                          | 2.98 %        | 5,610.00                | 1,402.50       |
| 20-75-079-4768517                | 2,550                | 74.0700                |                      |                      | 70.68                               |               |                         |                |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609

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Corporate stock - common

| Description (Symbol)                  | Value last statement  | Current market value   | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income    |
|---------------------------------------|-----------------------|------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|-------------------|
|                                       |                       | Current price per unit |                      |                      | Avg. original value at PNC per unit |               |                         |                   |
| ORACLE CORP (ORCL)                    | 127,100.03            | 157,137.50             | 0.60 %               | 30,037.47            | 127,100.03                          | 1.58 %        | 2,470.00                |                   |
| 20-75-079-4768517                     | 3,250                 | 48.3500                |                      |                      | 39.11                               |               |                         |                   |
| PACCAR INC (PCAR)                     | 204,260.50            | 251,381.50             | 0.95 %               | 47,121.00            | 186,805.12                          | 1.39 %        | 3,475.00                |                   |
| 20-75-079-4768517                     | 3,475                 | 72.3400                |                      |                      | 53.76                               |               |                         |                   |
| POTASH CORP SASKATCHEWAN INC (POT)    | 195,840.00            | 230,880.00             | 0.87 %               | 35,040.00            | 400,436.16                          | 2.08 %        | 4,800.00                | 1,200.00          |
| ISIN CA73755L1076 SEDOL 2696980       | 12,000                | 19.2400                |                      |                      | 33.37                               |               |                         |                   |
| 20-75-079-4768517                     |                       |                        |                      |                      |                                     |               |                         |                   |
| PROGRESSIVE CORP OHIO (PGR)           | 181,125.00            | 278,415.00             | 1.05 %               | 97,290.00            | 146,239.41                          | 1.41 %        | 3,915.75                |                   |
| 20-75-079-4768517                     | 5,750                 | 48.4200                |                      |                      | 25.43                               |               |                         |                   |
| SCHLUMBERGER LTD (SLB)                | 258,940.44            | 231,952.00             | 0.88 %               | - 26,988.44          | 244,881.59                          | 2.87 %        | 6,650.00                | 1,662.50          |
| SEDOL 2779201                         | 3,325                 | 69.7600                |                      |                      | 73.65                               |               |                         |                   |
| ISIN AN8068571086                     |                       |                        |                      |                      |                                     |               |                         |                   |
| 20-75-079-4768517                     |                       |                        |                      |                      |                                     |               |                         |                   |
| STANLEY BLACK & DECKER INC (SWK)      | 212,140.50            | 260,423.25             | 0.98 %               | 48,282.75            | 170,711.65                          | 1.67 %        | 4,347.00                |                   |
| 20-75-079-4768517                     | 1,725                 | 150.9700               |                      |                      | 98.96                               |               |                         |                   |
| TJX COMPANIES INC NEW (TJX)           | 220,662.43            | 219,346.75             | 0.83 %               | - 1,315.68           | 220,662.43                          | 1.70 %        | 3,718.75                |                   |
| 20-75-079-4768517                     | 2,975                 | 73.7300                |                      |                      | 74.17                               |               |                         |                   |
| TWENTY-FIRST CENTURY-CL A-WI (FOXA)   | 32,697.00             | 35,613.00              | 0.14 %               | 2,916.00             | 35,644.02                           | 1.37 %        | 486.00                  | 243.00            |
| 20-75-079-4768517                     | 1,350                 | 26.3800                |                      |                      | 26.40                               |               |                         |                   |
| TWENTY-FIRST CENTURY-CL B-WI (FOX)    | 167,613.50            | 174,727.25             | 0.66 %               | 7,113.75             | 187,210.48                          | 1.40 %        | 2,439.00                | 1,219.50          |
| 20-75-079-4768517                     | 6,775                 | 25.7900                |                      |                      | 27.63                               |               |                         |                   |
| UNILEVER PLC WJ (UL)                  | 116,853.88            | 150,696.00             | 0.57 %               | 33,842.12            | 105,064.21                          | 2.55 %        | 3,835.00                |                   |
| SPONSORED ADR                         | 2,600                 | 57.9600                |                      |                      | 40.41                               |               |                         |                   |
| 20-75-079-4768517                     |                       |                        |                      |                      |                                     |               |                         |                   |
| UNITEDHEALTH GROUP INC (UNH)          | 259,000.00            | 362,322.50             | 1.37 %               | 103,322.50           | 139,804.16                          | 1.54 %        | 5,550.00                |                   |
| 20-75-079-4768517                     | 1,850                 | 195.8500               |                      |                      | 75.57                               |               |                         |                   |
| <b>Total corporate stock - common</b> | <b>\$5,781,729.89</b> | <b>\$6,780,401.25</b>  | <b>25.52 %</b>       | <b>\$998,671.36</b>  | <b>\$5,176,739.18</b>               | <b>1.58 %</b> | <b>\$107,336.55</b>     | <b>\$5,727.50</b> |

*Detail*

Registered investment companies

| Description (Symbol)                                                                                     | Value last statement       | Current market value      | % of total portfolio | Unrealized gain/loss | Total original value at PNC         | Current yield | Estimated annual income | Accrued income    |
|----------------------------------------------------------------------------------------------------------|----------------------------|---------------------------|----------------------|----------------------|-------------------------------------|---------------|-------------------------|-------------------|
|                                                                                                          |                            | Current price per unit    |                      |                      | Avg. original value at PNC per unit |               |                         |                   |
| COHEN & STEERS RLTY SHS INC (CSRSX)<br>FUND # 1262<br>20-75-079-4493586                                  | \$345,579.54<br>4,715.774  | \$311,618.35<br>\$66.0800 | 1.18 %               | - \$33,961.19        | \$288,496.53<br>\$61.18             | 3.15 %        | \$9,785.23              | \$1,853.30        |
| AMERICAN EUROPACIFIC GROWTH FUND (RERGX)<br>CLASS-R6<br>20-75-079-4493594                                | 2,981,775.39<br>62,432.483 | 3,463,754.16<br>55.4800   | 13.02 %              | 481,978.77           | 3,014,400.00<br>48.28               | 1.63 %        | 56,376.53               |                   |
| FIDELITY EQUITY INCOME FUND (FRESX)<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>20-75-079-4493586 | 273,581.86<br>6,265.512    | 262,274.33<br>41.8600     | 0.99 %               | - 11,307.53          | 165,532.87<br>26.42                 | 1.81 %        | 4,736.73                |                   |
| PNC SMALL CAP FUND (PPCIX)<br>CLASS I<br>FUND #426<br>20-75-079-4493617                                  | 981,600.41<br>44,256.105   | 1,118,351.77<br>25.2700   | 4.21 %               | 136,751.36           | 446,894.58<br>10.10                 | 0.13 %        | 1,363.09                |                   |
| VANGUARD REIT INDX #5123 (VGSLX)<br>ADM<br>20-75-079-4493586                                             | 771,339.65<br>6,288.352    | 740,390.56<br>117.7400    | 2.79 %               | - 30,949.09          | 523,477.51<br>83.25                 | 4.75 %        | 35,139.31               |                   |
| VANGUARD S&P MID-CAP 400 (IVOO)<br>ETF<br>20-75-079-4493578                                              | 1,830,531.92<br>17,507     | 2,115,195.74<br>120.8200  | 7.96 %               | 284,663.82           | 1,095,208.55<br>62.56               | 1.26 %        | 26,628.15               | 7,440.48          |
| VANGUARD TOTAL BOND MARKET (BND)<br>ETF<br>20-75-079-6791477                                             | 2,299,100.04<br>28,460     | 2,332,581.60<br>81.9600   | 8.77 %               | 33,481.56            | 2,299,100.04<br>80.78               | 2.46 %        | 57,346.90               |                   |
| <b>Total registered investment companies</b>                                                             | <b>\$9,483,508.81</b>      | <b>\$10,344,166.51</b>    | <b>38.93 %</b>       | <b>\$860,657.70</b>  | <b>\$7,833,110.08</b>               | <b>1.85 %</b> | <b>\$191,375.94</b>     | <b>\$9,293.78</b> |

*Detail*

Other assets

| Description (Cusip )              | Value last statement   | Current market value   | % of total portfolio | Unrealized gain/loss  | Total original value at PNC         | Current yield | Estimated annual income | Accrued income     |
|-----------------------------------|------------------------|------------------------|----------------------|-----------------------|-------------------------------------|---------------|-------------------------|--------------------|
|                                   |                        | Current price per unit |                      |                       | Avg. original value at PNC per unit |               |                         |                    |
| MET GOVT NASHVILLE & DAVID        | \$52,353.50            | \$52,263.00            | 0.20 %               | - \$90.50             | \$52,353.50                         | 3.88 %        | \$2,026.50              | \$506.62           |
| VANDERBILT REV CALL 04/01/26@ 100 | 50,000                 | \$104.5260             |                      |                       | \$104.71                            |               |                         |                    |
| 04.053% DUE 07/01/2026            |                        |                        |                      |                       |                                     |               |                         |                    |
| RATING: A3                        |                        |                        |                      |                       |                                     |               |                         |                    |
| (592041WJ2)                       |                        |                        |                      |                       |                                     |               |                         |                    |
| 20-75-079-6814326                 |                        |                        |                      |                       |                                     |               |                         |                    |
| <b>Total portfolio</b>            | <b>\$24,576,365.95</b> | <b>\$26,605,325.38</b> | <b>100.13 %</b>      | <b>\$2,028,959.43</b> | <b>\$22,242,260.07</b>              | <b>2.15 %</b> | <b>\$573,025.13</b>     | <b>\$59,741.74</b> |

*Pending Trades*

Purchases

| Description                    | Trade date | Settle date | Quantity | Price per unit | Cash                 | Original Value at PNC | Market value       |
|--------------------------------|------------|-------------|----------|----------------|----------------------|-----------------------|--------------------|
| ALLSCRIPTS HEALTHCARE SO       | 09/28/17   | 10/02/17    | 11,000   | \$106.2624     | - \$11,688.86        | \$11,688.86           | \$11,688.86        |
| CONV                           |            |             |          |                |                      |                       |                    |
| 01.250% DUE 07/01/2020         |            |             |          |                |                      |                       |                    |
| BELDEN INC                     | 09/28/17   | 10/03/17    | 100      | 108.1900       | - 10,819.00          | 10,819.00             | 10,819.00          |
| PFD 06.750% 07/15/2019         |            |             |          |                |                      |                       |                    |
| ON SEMICONDUCTOR CORP          | 09/28/17   | 10/02/17    | 9,000    | 118.5500       | - 10,669.50          | 10,669.50             | 10,669.50          |
| CONV                           |            |             |          |                |                      |                       |                    |
| 01.000% DUE 12/01/2020         |            |             |          |                |                      |                       |                    |
| <b>Total pending purchases</b> |            |             |          |                | <b>- \$33,177.36</b> | <b>\$33,177.36</b>    | <b>\$33,177.36</b> |
| <b>Net pending trades</b>      |            |             |          |                | <b>- \$33,177.36</b> | <b>\$33,177.36</b>    | <b>\$33,177.36</b> |



*Detail*

*Transaction detail*

|                                | Cash | Original value at PNC<br>Value last statement |
|--------------------------------|------|-----------------------------------------------|
| Beginning balances this period |      | \$20,871,020.19                               |
|                                |      | \$23,630,769.88                               |

Income

**Contributions**

**Contributions-employer**

| Activity              | Description                                                  | Post<br>date | Quantity | Amount<br>per unit | Cash        | Original value at PNC<br>Value last statement |
|-----------------------|--------------------------------------------------------------|--------------|----------|--------------------|-------------|-----------------------------------------------|
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 10/06/16     |          |                    | \$42,426.46 |                                               |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 10/13/16     |          |                    | 42,368.92   |                                               |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 10/20/16     |          |                    | 42,407.19   |                                               |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 10/28/16     |          |                    | 42,446.91   |                                               |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 11/03/16     |          |                    | 42,482.30   |                                               |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 11/10/16     |          |                    | 42,421.59   |                                               |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 11/17/16     |          |                    | 42,555.12   |                                               |

*Detail*

**Contributions-employer**

| Activity              | Description                                                  | Post date | Quantity | Amount per unit | Cash      | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------|-----------|----------|-----------------|-----------|--------------------------------------------|
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 11/23/16  |          |                 | 42,635.38 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 12/01/16  |          |                 | 61,970.70 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 12/08/16  |          |                 | 43,157.87 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 12/15/16  |          |                 | 43,042.33 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 12/22/16  |          |                 | 43,124.42 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 12/29/16  |          |                 | 52,751.34 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 01/05/17  |          |                 | 52,483.13 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 01/19/17  |          |                 | 44,161.25 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>VIA WIRE<br>20-75-079-4493552       | 01/24/17  |          |                 | 42,471.20 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 01/26/17  |          |                 | 43,973.53 |                                            |

*Detail*

**Contributions-employer**

| Activity              | Description                                                  | Post date | Quantity | Amount per unit | Cash      | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------|-----------|----------|-----------------|-----------|--------------------------------------------|
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 02/02/17  |          |                 | 43,932.88 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 02/09/17  |          |                 | 43,895.12 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 02/16/17  |          |                 | 43,990.18 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 02/23/17  |          |                 | 43,978.96 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 03/02/17  |          |                 | 43,988.85 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 03/09/17  |          |                 | 44,236.75 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 03/16/17  |          |                 | 43,990.42 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 03/23/17  |          |                 | 44,074.07 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 03/30/17  |          |                 | 43,927.22 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 04/07/17  |          |                 | 44,083.01 |                                            |

*Detail*

**Contributions-employer**

| Activity              | Description                                                  | Post date | Quantity | Amount per unit | Cash      | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------|-----------|----------|-----------------|-----------|--------------------------------------------|
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 04/13/17  |          |                 | 44,076.44 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 04/20/17  |          |                 | 44,576.44 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 04/28/17  |          |                 | 44,639.24 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 05/04/17  |          |                 | 44,616.96 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 05/11/17  |          |                 | 45,040.39 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 05/18/17  |          |                 | 44,776.39 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 05/25/17  |          |                 | 44,670.19 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 06/01/17  |          |                 | 44,610.89 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 06/08/17  |          |                 | 54,132.88 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 06/15/17  |          |                 | 44,842.12 |                                            |

*Detail*

**Contributions-employer**

| Activity              | Description                                                  | Post date | Quantity | Amount per unit | Cash      | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------|-----------|----------|-----------------|-----------|--------------------------------------------|
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 06/22/17  |          |                 | 45,230.41 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 06/29/17  |          |                 | 44,325.12 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 07/07/17  |          |                 | 43,904.17 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 07/13/17  |          |                 | 53,350.47 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 07/20/17  |          |                 | 43,750.32 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 07/27/17  |          |                 | 44,682.52 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 08/03/17  |          |                 | 44,532.66 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 08/10/17  |          |                 | 44,516.56 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 08/17/17  |          |                 | 44,550.82 |                                            |
| Employer contribution | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 08/24/17  |          |                 | 44,598.38 |                                            |

*Detail*

**Contributions-employer**

| Activity                            | Description                                                  | Post date | Quantity | Amount per unit | Cash                  | Original value at PNC Value last statement |
|-------------------------------------|--------------------------------------------------------------|-----------|----------|-----------------|-----------------------|--------------------------------------------|
| Employer contribution               | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 08/31/17  |          |                 | 44,634.72             |                                            |
| Employer contribution               | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 09/07/17  |          |                 | 44,558.24             |                                            |
| Employer contribution               | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 09/14/17  |          |                 | 54,558.18             |                                            |
| Employer contribution               | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 09/21/17  |          |                 | 44,780.41             |                                            |
| Employer contribution               | EMPLOYER CONTRIBUTION<br>REC'D VIA WIRE<br>20-75-079-4493552 | 09/29/17  |          |                 | 44,849.36             |                                            |
| <b>Total contributions-employer</b> |                                                              |           |          |                 | <b>\$2,349,781.38</b> |                                            |

*Detail*

**Contributions-participant**

| Activity              | Description                                                                   | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 10/2/16<br>20-75-079-4493552  | 10/06/16  |          |                 | \$3,782.84 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 10/9/16<br>20-75-079-4493552  | 10/13/16  |          |                 | 3,777.73   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 10/16/16<br>20-75-079-4493552 | 10/20/16  |          |                 | 3,780.90   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION FOR WEEK ENDING 10/23/16<br>20-75-079-4493552           | 10/28/16  |          |                 | 3,784.43   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 10/30/16<br>20-75-079-4493552 | 11/03/16  |          |                 | 3,787.83   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 11/6/16<br>20-75-079-4493552  | 11/10/16  |          |                 | 3,782.38   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 11/13/16<br>20-75-079-4493552 | 11/17/16  |          |                 | 3,794.43   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 11/20/16<br>20-75-079-4493552 | 11/23/16  |          |                 | 3,801.65   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 11/27/16<br>20-75-079-4493552 | 12/01/16  |          |                 | 5,528.90   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 12/4/16<br>20-75-079-4493552  | 12/08/16  |          |                 | 3,847.38   |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX FOR WEEK ENDING 12/11/16<br>20-75-079-4493552 | 12/15/16  |          |                 | 3,837.01   |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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*Detail*

**Contributions-participant**

| Activity              | Description                                                                       | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 12/18/16<br>20-75-079-4493552  | 12/22/16  |          |                 | 3,844.81 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 12/25/16<br>20-75-079-4493552  | 12/29/16  |          |                 | 4,704.97 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 1/1/17<br>20-75-079-4493552    | 01/05/17  |          |                 | 4,680.10 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 01/08/17<br>20-75-079-4493552  | 01/19/17  |          |                 | 3,940.28 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 1/08/2017<br>20-75-079-4493552 | 01/24/17  |          |                 | 3,787.66 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 1/22/17<br>20-75-079-4493552   | 01/26/17  |          |                 | 3,922.06 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 11/6/16<br>20-75-079-4493552   | 02/02/17  |          |                 | 3,918.75 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 2/5/17<br>20-75-079-4493552    | 02/09/17  |          |                 | 3,915.29 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 2/12/17<br>20-75-079-4493552   | 02/16/17  |          |                 | 3,923.92 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 2/19/17<br>20-75-079-4493552   | 02/23/17  |          |                 | 3,922.80 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 2/26/17<br>20-75-079-4493552   | 03/02/17  |          |                 | 3,923.61 |                                            |



*Detail*

**Contributions-participant**

| Activity              | Description                                                                     | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 3/5/17<br>20-75-079-4493552  | 03/09/17  |          |                 | 3,945.20 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 3/12/17<br>20-75-079-4493552 | 03/16/17  |          |                 | 3,923.68 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK OF 3/19/17<br>20-75-079-4493552     | 03/23/17  |          |                 | 3,930.95 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 3/26/17<br>20-75-079-4493552 | 03/30/17  |          |                 | 3,918.03 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 4/2/17<br>20-75-079-4493552  | 04/07/17  |          |                 | 3,932.51 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 4/9/17<br>20-75-079-4493552  | 04/13/17  |          |                 | 3,931.78 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 4/16/17<br>20-75-079-4493552 | 04/20/17  |          |                 | 3,978.51 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 4/23/17<br>20-75-079-4493552 | 04/28/17  |          |                 | 3,984.25 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 4/30/17<br>20-75-079-4493552 | 05/04/17  |          |                 | 3,982.08 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 5/7/17<br>20-75-079-4493552  | 05/11/17  |          |                 | 4,019.59 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 5/14/17<br>20-75-079-4493552 | 05/18/17  |          |                 | 3,996.20 |                                            |

*Detail*

**Contributions-participant**

| Activity              | Description                                                                       | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 5/21/2017<br>20-75-079-4493552 | 05/25/17  |          |                 | 3,986.88 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 5/28/17<br>20-75-079-4493552   | 06/01/17  |          |                 | 3,981.77 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 6/4/17<br>20-75-079-4493552    | 06/08/17  |          |                 | 4,831.91 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 6/11/17<br>20-75-079-4493552   | 06/15/17  |          |                 | 4,003.04 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 6/18/17<br>20-75-079-4493552   | 06/22/17  |          |                 | 4,038.94 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 6/25/17<br>20-75-079-4493552   | 06/29/17  |          |                 | 3,956.92 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 7/2/17<br>20-75-079-4493552    | 07/07/17  |          |                 | 3,920.39 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 7/9/17<br>20-75-079-4493552    | 07/13/17  |          |                 | 4,766.10 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 7/16/17<br>20-75-079-4493552   | 07/20/17  |          |                 | 3,906.35 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 7/23/17<br>20-75-079-4493552   | 07/27/17  |          |                 | 3,990.60 |                                            |
| Employee contribution | EMPLOYEE CONTRIBUTION - PRE TAXQ<br>FOR WEEK ENDING 7/30/17<br>20-75-079-4493552  | 08/03/17  |          |                 | 3,974.04 |                                            |

*Detail*

**Contributions-participant**

| Activity                               | Description                                                                     | Post date | Quantity | Amount per unit | Cash                | Original value at PNC Value last statement |
|----------------------------------------|---------------------------------------------------------------------------------|-----------|----------|-----------------|---------------------|--------------------------------------------|
| Employee contribution                  | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 8/6/17<br>20-75-079-4493552  | 08/10/17  |          |                 | 3,972.52            |                                            |
| Employee contribution                  | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 8/13/17<br>20-75-079-4493552 | 08/17/17  |          |                 | 3,975.71            |                                            |
| Employee contribution                  | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 8/20/17<br>20-75-079-4493552 | 08/24/17  |          |                 | 3,980.36            |                                            |
| Employee contribution                  | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 8/27/17<br>20-75-079-4493552 | 08/31/17  |          |                 | 3,983.75            |                                            |
| Employee contribution                  | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 9/3/17<br>20-75-079-4493552  | 09/07/17  |          |                 | 3,977.11            |                                            |
| Employee contribution                  | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 9/10/17<br>20-75-079-4493552 | 09/14/17  |          |                 | 4,872.14            |                                            |
| Employee contribution                  | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 9/17/17<br>20-75-079-4493552 | 09/21/17  |          |                 | 3,996.83            |                                            |
| Employee contribution                  | EMPLOYEE CONTRIBUTION - PRE TAX<br>FOR WEEK ENDING 9/24/17<br>20-75-079-4493552 | 09/29/17  |          |                 | 4,002.63            |                                            |
| <b>Total contributions-participant</b> |                                                                                 |           |          |                 | <b>\$209,650.50</b> |                                            |

*Detail*

**Investment Income**

**Interest bearing cash**

| Activity | Description                                                 | Payable date | Post date | Quantity    | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------|--------------|-----------|-------------|-----------------|--------|--------------------------------------------|
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 09/30/16     | 10/04/16  | 40,594.630  |                 | \$6.98 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 09/30/16     | 10/04/16  | 188,979.140 |                 | 21.95  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 09/30/16     | 10/04/16  | 12,485.410  |                 | 0.89   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493617 | 09/30/16     | 10/04/16  |             |                 | 3.06   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 09/30/16     | 10/04/16  | 713,967.660 |                 | 134.94 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 10/31/16     | 11/02/16  | 287,620.320 |                 | 39.63  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 10/31/16     | 11/02/16  | 12,486.300  |                 | 2.40   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 10/31/16     | 11/02/16  | 157,532.350 |                 | 17.93  |                                            |

*Detail*

**Interest bearing cash**

| Activity | Description                                                 | Payable date | Post date | Quantity    | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------|--------------|-----------|-------------|-----------------|--------|--------------------------------------------|
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 10/31/16     | 11/02/16  | 614,681.510 |                 | 127.95 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 11/30/16     | 12/02/16  | 52,600.750  |                 | 19.04  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 11/30/16     | 12/02/16  | 326,160.350 |                 | 39.90  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 11/30/16     | 12/02/16  | 12,488.700  |                 | 2.40   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 11/30/16     | 12/02/16  | 633,149.440 |                 | 117.70 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 12/31/16     | 01/04/17  | 370,771.480 |                 | 61.76  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 12/31/16     | 01/04/17  | 22,260.010  |                 | 3.61   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 12/31/16     | 01/04/17  | 46,036.390  |                 | 1.82   |                                            |

*Detail*

**Interest bearing cash**

| Activity | Description                                                 | Payable date | Post date | Quantity    | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------|--------------|-----------|-------------|-----------------|--------|--------------------------------------------|
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 12/31/16     | 01/04/17  | 650,795.420 |                 | 166.04 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 12/31/16     | 01/04/17  | 48,122.960  |                 | 16.58  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 01/31/17     | 02/03/17  | 22,885.240  |                 | 13.57  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 01/31/17     | 02/03/17  | 22,263.620  |                 | 7.32   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 01/31/17     | 02/03/17  | 46,038.210  |                 | 15.14  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 01/31/17     | 02/03/17  | 317,399.190 |                 | 63.86  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 01/31/17     | 02/03/17  | 708,831.190 |                 | 216.33 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 02/28/17     | 03/02/17  | 22,270.940  |                 | 7.01   |                                            |

*Detail*

**Interest bearing cash**

| Activity | Description                                                 | Payable date | Post date | Quantity      | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------|--------------|-----------|---------------|-----------------|--------|--------------------------------------------|
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 02/28/17     | 03/02/17  | 46,053.350    |                 | 14.50  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 02/28/17     | 03/02/17  | 575,907.100   |                 | 193.38 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 02/28/17     | 03/02/17  | 50,678.140    |                 | 10.46  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 02/28/17     | 03/02/17  | 1,396,523.320 |                 | 85.88  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 03/31/17     | 04/04/17  | 64,337.580    |                 | 30.39  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 03/31/17     | 04/04/17  | 243,368.790   |                 | 92.97  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 03/31/17     | 04/04/17  | 24,501.340    |                 | 9.57   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 03/31/17     | 04/04/17  | 46,067.850    |                 | 19.58  |                                            |

*Detail*

**Interest bearing cash**

| Activity | Description                                                 | Payable date | Post date | Quantity    | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------|--------------|-----------|-------------|-----------------|--------|--------------------------------------------|
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6791477 | 03/31/17     | 04/04/17  | 899.960     |                 | 132.91 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 03/31/17     | 04/04/17  | 522,175.740 |                 | 244.94 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 04/30/17     | 05/02/17  | 74,721.860  |                 | 35.21  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 04/30/17     | 05/02/17  | 201,856.930 |                 | 75.05  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 04/30/17     | 05/02/17  | 24,510.910  |                 | 12.08  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 04/30/17     | 05/02/17  | 46,087.430  |                 | 22.71  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6791477 | 04/30/17     | 05/02/17  | 5,973.580   |                 | 2.22   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 04/30/17     | 05/02/17  | 686,945.240 |                 | 295.17 |                                            |



*Detail*

**Interest bearing cash**

| Activity | Description                                                 | Payable date | Post date | Quantity    | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------|--------------|-----------|-------------|-----------------|--------|--------------------------------------------|
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 05/31/17     | 06/02/17  | 116,464.260 |                 | 64.54  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 05/31/17     | 06/02/17  | 24,522.990  |                 | 13.21  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 05/31/17     | 06/02/17  | 46,110.140  |                 | 24.85  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 05/31/17     | 06/02/17  | 697,158.610 |                 | 373.57 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6791477 | 05/31/17     | 06/02/17  | 10,754.400  |                 | 5.22   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 05/31/17     | 06/02/17  | 229,151.380 |                 | 93.40  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 06/30/17     | 07/06/17  | 283,123.040 |                 | 93.72  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 06/30/17     | 07/06/17  | 24,536.200  |                 | 14.74  |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609

October 1, 2016 - September 29, 2017

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*Detail*

**Interest bearing cash**

| Activity | Description                                                 | Payable date | Post date | Quantity    | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------|--------------|-----------|-------------|-----------------|--------|--------------------------------------------|
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 06/30/17     | 07/06/17  | 116,583.800 |                 | 46.17  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 06/30/17     | 07/06/17  | 759,319.360 |                 | 436.16 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6791477 | 06/30/17     | 07/06/17  | 15,660.690  |                 | 8.80   |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 06/30/17     | 07/06/17  | 133,187.180 |                 | 73.85  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 07/31/17     | 08/02/17  | 277,785.600 |                 | 139.25 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 07/31/17     | 08/02/17  | 31,746.320  |                 | 21.73  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 07/31/17     | 08/02/17  | 116,629.970 |                 | 82.81  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6791477 | 07/31/17     | 08/02/17  | 20,498.380  |                 | 13.47  |                                            |

*Detail*

**Interest bearing cash**

| Activity | Description                                                 | Payable date | Post date | Quantity    | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------|--------------|-----------|-------------|-----------------|--------|--------------------------------------------|
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6814326 | 07/31/17     | 08/02/17  | 220,928.430 |                 | 113.74 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 07/31/17     | 08/02/17  | 91,324.110  |                 | 77.50  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 07/31/17     | 08/02/17  | 804,911.710 |                 | 558.30 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493578 | 08/31/17     | 09/01/17  | 31,768.050  |                 | 23.38  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493594 | 08/31/17     | 09/01/17  | 116,712.780 |                 | 85.92  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 08/31/17     | 09/01/17  | 812,465.220 |                 | 597.88 |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6791477 | 08/31/17     | 09/01/17  | 25,380.500  |                 | 17.88  |                                            |
| Interest | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 08/31/17     | 09/01/17  | 239,612.430 |                 | 123.71 |                                            |

*Detail*

**Interest bearing cash**

| Activity                           | Description                                                 | Payable date | Post date | Quantity    | Amount per unit | Cash              | Original value at PNC Value last statement |
|------------------------------------|-------------------------------------------------------------|--------------|-----------|-------------|-----------------|-------------------|--------------------------------------------|
| Interest                           | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6814326 | 08/31/17     | 09/01/17  | 119,658.080 |                 | 61.63             |                                            |
| Interest                           | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 08/31/17     | 09/01/17  | 95,352.330  |                 | 81.66             |                                            |
| <b>Total interest bearing cash</b> |                                                             |              |           |             |                 | <b>\$5,631.92</b> |                                            |

**US government securities**

| Activity | Description                                                                                                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 93,941.28 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 09/30/16     | 10/17/16  |          | \$3.0000        | \$234.85 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 92,451.59 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 10/31/16     | 11/15/16  |          | 3.0000          | 231.13   |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 91,275.84 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 11/30/16     | 12/15/16  |          | 3.0000          | 228.19   |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 90,012.96 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/15/17<br>20-75-079-4493552 | 12/31/16     | 01/17/17  |          | 3.0000          | 225.03 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 89,036.74 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 01/31/17     | 02/15/17  |          | 3.0000          | 222.59 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 88,518.71 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 02/28/17     | 03/15/17  |          | 3.0000          | 221.30 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 88,074.36 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 03/31/17     | 04/14/17  |          | 3.0000          | 220.19 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 87,575.63 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 04/30/17     | 05/15/17  |          | 3.0000          | 218.94 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 87,029.48 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 05/31/17     | 06/15/17  |          | 3.0000          | 217.57 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 86,526.99 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 06/30/17     | 07/17/17  |          | 3.0000          | 216.32 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 85,805.67 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 07/31/17     | 08/15/17  |          | 3.0000          | 214.51 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>INTEREST ON 85,223.82 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 08/31/17     | 09/15/17  |          | 3.0000          | 213.06 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 83,953.17 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 09/30/16     | 10/17/16  |          | 3.0000          | 209.88 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 82,965.50 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 10/31/16     | 11/15/16  |          | 3.0000          | 207.41 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 82,403.28 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 11/30/16     | 12/15/16  |          | 3.0000          | 206.01 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 81,093.48 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/15/17<br>20-75-079-4493552 | 12/31/16     | 01/17/17  |          | 3.0000          | 202.73 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 80,187.58 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 01/31/17     | 02/15/17  |          | 3.0000          | 200.47 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 79,441.24 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 02/28/17     | 03/15/17  |          | 3.0000          | 198.60 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 78,875.18 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 03/31/17     | 04/14/17  |          | 3.0000          | 197.19 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 78,236.33 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 04/30/17     | 05/15/17  |          | 3.0000          | 195.59 |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 77,341.99 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 05/31/17     | 06/15/17  |          | 3.0000          | 193.36 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 76,506.84 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 06/30/17     | 07/17/17  |          | 3.0000          | 191.27   |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 75,828.66 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 07/31/17     | 08/15/17  |          | 3.0000          | 189.57   |                                            |
| Interest | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>INTEREST ON 74,742.28 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 08/31/17     | 09/15/17  |          | 3.0000          | 186.86   |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>BONDS<br>06.625% DUE 11/15/2030<br>20-75-079-4493552                                                                                      | 11/15/16     |           | 130,000  | 0.0331          | 4,306.25 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>BONDS<br>06.625% DUE 11/15/2030<br>20-75-079-4493552                                                                                      | 02/24/17     |           | 130,000  | 0.0182          | 2,368.44 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>NTS<br>05.000% DUE 02/13/2017<br>20-75-079-4493552                                                                                        | 01/27/17     |           | 90,000   | 0.0228          | 2,050.00 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 5,459.77 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552           | 09/30/16     | 10/25/16  |          | 5.5000          | 25.02    |                                            |



*Detail*

**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 4,954.94 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 5.5000          | 22.71 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 4,604.77 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 5.5000          | 21.11 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 4,226.58 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 5.5000          | 19.37 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 3,811.14 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 5.5000          | 17.47 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 3,482.84 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 5.5000          | 15.96 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 3,150.65 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 5.5000          | 14.44 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 2,824.86 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 5.5000          | 12.95  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 2,447.75 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 5.5000          | 11.22  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 2,160.79 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 5.5000          | 9.90   |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 1,832.04 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 5.5000          | 8.40   |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>INTEREST ON 1,557.47 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 5.5000          | 7.14   |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 90,658.22 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 3.5000          | 264.42 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 89,081.66 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 3.5000          | 259.82 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 86,670.35 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 3.5000          | 252.79 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 85,321.70 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 3.5000          | 248.86 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 83,715.70 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 3.5000          | 244.17 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 82,465.71 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 3.5000          | 240.53 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 82,007.06 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 3.5000          | 239.19 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 81,310.02 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 3.5000          | 237.15 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 80,561.90 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 3.5000          | 234.97 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 79,332.06 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 3.5000          | 231.39 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 78,237.08 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 3.5000          | 228.19 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>INTEREST ON 77,401.43 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 3.5000          | 225.75 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 97,862.58 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 2.5000          | 203.88 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 97,305.85 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 2.5000          | 202.72 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 96,745.85 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 2.5000          | 201.55 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 95,821.22 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 2.5000          | 199.63 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 94,302.67 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 2.5000          | 196.46 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 93,746.91 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 2.5000          | 195.31 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 93,184.42 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 2.5000          | 194.13 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 90,719.10 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552  | 04/30/17     | 05/25/17  |          | 2.5000          | 189.00 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 89,407.03 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552  | 05/31/17     | 06/26/17  |          | 2.5000          | 186.26 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 88,068.45 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326  | 06/30/17     | 07/25/17  |          | 2.5000          | 183.48 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 86,786.14 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326  | 07/31/17     | 08/25/17  |          | 2.5000          | 180.80 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>INTEREST ON 86,248.16 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326  | 08/31/17     | 09/25/17  |          | 2.5000          | 179.68 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>INTEREST ON 138,144.34 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 3.5000          | 402.92 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity    | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|-------------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>INTEREST ON 134,986.50 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |             | 3.5000          | 393.71 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>INTEREST ON 132,053.71 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |             | 3.5000          | 385.16 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>INTEREST ON 129,760.28 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |             | 3.5000          | 378.47 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>INTEREST ON 127,373.71 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |             | 3.5000          | 371.51 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>20-75-079-4493552                                                                       | 02/23/17     | 03/01/17  | 126,495.954 | 0.0026          | 332.05 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 144,686.81 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |             | 4.0000          | 482.29 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 144,176.28 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 4.0000          | 480.59 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 141,458.46 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 4.0000          | 471.53 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 140,631.00 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 4.0000          | 468.77 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 136,870.82 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 4.0000          | 456.24 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 136,013.05 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 4.0000          | 453.38 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 133,627.99 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 4.0000          | 445.43 |                                            |



*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 132,486.82 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 4.0000          | 441.62 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 129,883.30 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 4.0000          | 432.94 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 126,830.05 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 4.0000          | 422.77 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 124,566.52 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 4.0000          | 415.22 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>INTEREST ON 122,301.80 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 4.0000          | 407.67 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 132,466.93 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 3.0000          | 331.17 |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 130,611.96 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 3.0000          | 326.53 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 128,168.83 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 3.0000          | 320.42 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 126,343.11 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 3.0000          | 315.86 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 124,794.98 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 3.0000          | 311.99 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 123,680.72 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 3.0000          | 309.20 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 122,875.99 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 3.0000          | 307.19 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 121,470.91 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 3.0000          | 303.68 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 119,939.51 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 3.0000          | 299.85 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 118,417.35 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 3.0000          | 296.04 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 116,898.73 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 3.0000          | 292.25 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>INTEREST ON 115,803.77 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 3.0000          | 289.51 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 74,951.48 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552  | 09/30/16     | 10/25/16  |          | 3.5000          | 218.61 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 74,049.04 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 3.5000          | 215.98 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 72,132.88 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 3.5000          | 210.39 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 70,499.35 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 3.5000          | 205.62 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 69,744.93 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 3.5000          | 203.42 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 68,894.23 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 3.5000          | 200.94 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 68,423.48 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 3.5000          | 199.57 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 66,928.17 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552  | 04/30/17     | 05/25/17  |          | 3.5000          | 195.21 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 65,864.49 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552  | 05/31/17     | 06/26/17  |          | 3.5000          | 192.10 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 64,406.01 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326  | 06/30/17     | 07/25/17  |          | 3.5000          | 187.85 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 63,980.71 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326  | 07/31/17     | 08/25/17  |          | 3.5000          | 186.61 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>INTEREST ON 62,859.71 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326  | 08/31/17     | 09/25/17  |          | 3.5000          | 183.34 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 60,966.17 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 3.5000          | 177.82 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 59,799.31 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 3.5000          | 174.41 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 57,918.03 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 3.5000          | 168.93 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 57,545.87 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 3.5000          | 167.84 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 56,952.63 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 3.5000          | 166.11 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 56,171.45 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 3.5000          | 163.83 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 55,593.65 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 3.5000          | 162.15 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 54,820.51 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 3.5000          | 159.89 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 53,481.71 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 3.5000          | 155.99 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 52,218.00 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 3.5000          | 152.30 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 50,995.78 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 3.5000          | 148.74 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>INTEREST ON 50,450.90 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 3.5000          | 147.15 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 60,151.52 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552  | 09/30/16     | 10/25/16  |          | 3.5000          | 175.44 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 58,696.73 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 3.5000          | 171.20 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 57,100.15 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 3.5000          | 166.54 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 55,378.82 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 3.5000          | 161.52 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 54,502.58 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 3.5000          | 158.97 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 54,004.27 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 3.5000          | 157.51 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 53,453.30 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 3.5000          | 155.91 |                                            |



*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 52,673.67 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552  | 04/30/17     | 05/25/17  |          | 3.5000          | 153.63 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 52,197.56 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552  | 05/31/17     | 06/26/17  |          | 3.5000          | 152.24 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 51,523.95 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326  | 06/30/17     | 07/25/17  |          | 3.5000          | 150.28 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 50,783.37 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326  | 07/31/17     | 08/25/17  |          | 3.5000          | 148.12 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>INTEREST ON 50,175.56 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326  | 08/31/17     | 09/25/17  |          | 3.5000          | 146.35 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>INTEREST ON 13,462.70 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 5.0000          | 56.09  |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity   | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|------------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>INTEREST ON 13,171.51 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |            | 5.0000          | 54.88  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>INTEREST ON 12,936.74 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |            | 5.0000          | 53.90  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>INTEREST ON 12,681.23 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |            | 5.0000          | 52.84  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>INTEREST ON 12,386.61 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |            | 5.0000          | 51.61  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>20-75-079-4493552                                                                      | 02/23/17     | 03/01/17  | 12,150.200 | 0.0037          | 45.56  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 36,993.55 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |            | 4.0000          | 123.31 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 36,503.15 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 4.0000          | 121.68 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 35,028.51 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 4.0000          | 116.76 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 34,035.16 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 4.0000          | 113.45 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 33,320.20 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 4.0000          | 111.07 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 32,708.93 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 4.0000          | 109.03 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 32,331.97 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 4.0000          | 107.77 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 32,057.03 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 4.0000          | 106.86 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 31,985.71 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 4.0000          | 106.62 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 31,513.37 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 4.0000          | 105.04 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 31,238.02 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 4.0000          | 104.13 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>INTEREST ON 31,140.87 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 4.0000          | 103.80 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 31,516.46 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 4.5000          | 118.19 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 31,396.49 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 4.5000          | 117.74 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 31,322.67 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 4.5000          | 117.46 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 30,967.31 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 4.5000          | 116.13 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 29,814.17 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 4.5000          | 111.80 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 29,366.32 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 4.5000          | 110.12 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 28,900.59 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 4.5000          | 108.38 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 28,184.94 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 4.5000          | 105.69 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 27,851.62 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 4.5000          | 104.44 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 26,968.13 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 4.5000          | 101.13 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 26,534.97 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 4.5000          | 99.51  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>INTEREST ON 26,017.91 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 4.5000          | 97.57  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 30,591.54 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 4.0000          | 101.97 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 29,503.69 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 4.0000          | 98.35 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 28,727.86 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 4.0000          | 95.76 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 28,006.35 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 4.0000          | 93.35 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 27,361.31 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 4.0000          | 91.20 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 27,215.44 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 4.0000          | 90.72 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 26,736.42 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 4.0000          | 89.12 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 26,537.20 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 4.0000          | 88.46  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 26,396.89 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 4.0000          | 87.99  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 26,152.52 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 4.0000          | 87.18  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 25,437.49 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 4.0000          | 84.79  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>INTEREST ON 25,217.85 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 4.0000          | 84.06  |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 63,736.83 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552  | 09/30/16     | 10/25/16  |          | 3.0000          | 159.34 |                                            |



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**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 62,075.86 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 3.0000          | 155.19 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 60,212.42 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 3.0000          | 150.53 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 59,271.14 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 3.0000          | 148.18 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 58,818.99 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 3.0000          | 147.05 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 58,166.47 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 3.0000          | 145.42 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 57,645.78 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 3.0000          | 144.11 |                                            |

*Detail*

**US government securities**

| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 57,151.46 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 3.0000          | 142.88 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 56,733.50 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 3.0000          | 141.83 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 55,985.44 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 3.0000          | 139.96 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 54,634.56 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 3.0000          | 136.59 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>INTEREST ON 53,926.35 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 3.0000          | 134.82 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 71,425.91 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 4.0000          | 238.09 |                                            |

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| Activity | Description                                                                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 70,457.15 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 4.0000          | 234.86 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 69,394.36 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 4.0000          | 231.31 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 68,139.19 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 4.0000          | 227.13 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 67,675.32 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 4.0000          | 225.58 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 66,661.31 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 4.0000          | 222.20 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 66,048.10 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 4.0000          | 220.16 |                                            |

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|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 65,812.84 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552  | 04/30/17     | 05/25/17  |          | 4.0000          | 219.38 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 65,713.70 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552  | 05/31/17     | 06/26/17  |          | 4.0000          | 219.05 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 64,898.74 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326  | 06/30/17     | 07/25/17  |          | 4.0000          | 216.33 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 64,047.69 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326  | 07/31/17     | 08/25/17  |          | 4.0000          | 213.49 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>INTEREST ON 63,242.56 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326  | 08/31/17     | 09/25/17  |          | 4.0000          | 210.81 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 49,892.10 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16     | 10/25/16  |          | 4.0000          | 166.31 |                                            |

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| Activity | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 49,099.07 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16     | 11/25/16  |          | 4.0000          | 163.66 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 48,404.50 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16     | 12/27/16  |          | 4.0000          | 161.35 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 47,952.31 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16     | 01/25/17  |          | 4.0000          | 159.84 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 46,132.13 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17     | 02/27/17  |          | 4.0000          | 153.77 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 45,539.64 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17     | 03/27/17  |          | 4.0000          | 151.80 |                                            |
| Interest | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 44,487.01 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17     | 04/25/17  |          | 4.0000          | 148.29 |                                            |

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| Activity              | Description                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 44,378.67 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17     | 05/25/17  |          | 4.0000          | 147.93     |                                            |
| Interest              | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 44,270.81 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17     | 06/26/17  |          | 4.0000          | 147.57     |                                            |
| Interest              | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 43,908.11 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17     | 07/25/17  |          | 4.0000          | 146.36     |                                            |
| Interest              | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 43,466.01 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17     | 08/25/17  |          | 4.0000          | 144.89     |                                            |
| Interest              | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>INTEREST ON 41,750.67 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17     | 09/25/17  |          | 4.0000          | 139.17     |                                            |
| Accrued interest paid | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>20-75-079-6814326                                                                                            | 07/12/17     |           | 175,000  | 0.0223          | - 3,908.49 |                                            |
| Interest              | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>20-75-079-6814326                                                                                            | 08/15/17     |           | 175,000  | 0.0275          | 4,812.50   |                                            |

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|-----------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>20-75-079-6814326    | 08/22/17     |           | 15,000   | 0.0010          | 15.69      |                                            |
| Accrued interest paid | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>20-75-079-6814326    | 09/14/17     |           | 15,000   | 0.0045          | - 67.26    |                                            |
| Interest              | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>20-75-079-6814326    | 09/14/17     |           | 40,000   | 0.0045          | 179.34     |                                            |
| Interest              | USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>20-75-079-4493552  | 02/15/17     |           | 60,000   | 0.0188          | 1,125.00   |                                            |
| Interest              | USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>20-75-079-4493552  | 02/27/17     |           | 30,000   | 0.0012          | 37.29      |                                            |
| Interest              | USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>20-75-079-6814326  | 07/06/17     |           | 30,000   | 0.0146          | 438.19     |                                            |
| Interest              | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>20-75-079-4493552 | 02/15/17     |           | 20,000   | 0.0156          | 312.50     |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>20-75-079-6814326 | 07/28/17     |           | 100,000  | 0.0141          | - 1,407.11 |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>20-75-079-6814326 | 07/31/17     |           | 85,000   | 0.0143          | - 1,218.06 |                                            |
| Interest              | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>20-75-079-6814326 | 08/15/17     |           | 205,000  | 0.0156          | 3,203.13   |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>20-75-079-6814326 | 09/07/17     |           | 90,000   | 0.0020          | - 175.78   |                                            |

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|-----------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>20-75-079-6814326 | 09/12/17     |           | 75,000   | 0.0024          | - 178.33 |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>20-75-079-6814326 | 09/25/17     |           | 10,000   | 0.0035          | - 34.82  |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>20-75-079-4493552 | 10/28/16     |           | 20,000   | 0.0050          | - 100.54 |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>20-75-079-4493552 | 11/30/16     |           | 35,000   | 0.0073          | - 254.42 |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>20-75-079-4493552 | 01/09/17     |           | 20,000   | 0.0100          | - 199.73 |                                            |
| Interest              | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>20-75-079-4493552 | 02/15/17     |           | 150,000  | 0.0125          | 1,875.00 |                                            |
| Interest              | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>20-75-079-6814326 | 07/19/17     |           | 150,000  | 0.0106          | 1,595.30 |                                            |
| Interest              | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>20-75-079-4493552 | 11/15/16     |           | 75,000   | 0.0125          | 937.50   |                                            |
| Interest              | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>20-75-079-4493552 | 01/13/17     |           | 20,000   | 0.0041          | 81.49    |                                            |
| Interest              | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>20-75-079-4493552 | 05/15/17     |           | 55,000   | 0.0125          | 687.50   |                                            |
| Interest              | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>20-75-079-6814326 | 09/29/17     |           | 55,000   | 0.0093          | 511.89   |                                            |



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| Activity              | Description                                                       | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | USA TREASURY NOTES<br>00.625% DUE 12/15/2016<br>20-75-079-4493552 | 10/28/16     |           | 100,000  | 0.0023          | 230.53   |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 11/14/16     |           | 25,000   | 0.0056          | 139.61   |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 12/01/16     |           | 130,000  | 0.0063          | 816.03   |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 12/31/16     | 01/03/17  | 165,000  | 0.0075          | 1,237.50 |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 01/09/17     |           | 100,000  | 0.0004          | 37.29    |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 01/18/17     |           | 25,000   | 0.0007          | 18.65    |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 02/01/17     |           | 145,000  | 0.0013          | - 192.27 |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 02/01/17     |           | 40,000   | 0.0013          | 53.04    |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 02/22/17     |           | 15,000   | 0.0022          | 32.94    |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 02/27/17     |           | 70,000   | 0.0024          | 168.23   |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 03/31/17     |           | 25,000   | 0.0037          | 93.23    |                                            |

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|-----------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 05/01/17     |           | 35,000   | 0.0050          | 175.48   |                                            |
| Interest              | USA TREASURY NOTES<br>02.750% DUE 02/15/2024<br>20-75-079-4493552 | 02/15/17     |           | 40,000   | 0.0138          | 550.00   |                                            |
| Interest              | USA TREASURY NOTES<br>02.750% DUE 02/15/2024<br>20-75-079-4493552 | 02/27/17     |           | 40,000   | 0.0009          | 36.46    |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>20-75-079-4493552 | 10/24/16     |           | 30,000   | 0.0030          | - 89.50  |                                            |
| Interest              | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>20-75-079-4493552 | 02/22/17     |           | 10,000   | 0.0097          | 96.69    |                                            |
| Interest              | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>20-75-079-4493552 | 02/28/17     |           | 80,000   | 0.0100          | 800.00   |                                            |
| Interest              | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>20-75-079-6814326 | 08/22/17     |           | 80,000   | 0.0095          | 760.87   |                                            |
| Interest              | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>20-75-079-4493552 | 02/15/17     |           | 95,000   | 0.0119          | 1,128.13 |                                            |
| Interest              | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>20-75-079-6814326 | 08/15/17     |           | 95,000   | 0.0119          | 1,128.13 |                                            |
| Interest              | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>20-75-079-6814326 | 08/17/17     |           | 50,000   | 0.0001          | 6.45     |                                            |
| Interest              | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>20-75-079-6814326 | 09/01/17     |           | 45,000   | 0.0011          | 49.37    |                                            |

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|-----------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>20-75-079-4493552 | 01/09/17     |           | 140,000  | 0.0059          | - 825.48 |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>20-75-079-4493552 | 03/01/17     |           | 140,000  | 0.0089          | 1,242.31 |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>20-75-079-4493552 | 03/10/17     |           | 35,000   | 0.0094          | - 328.97 |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>20-75-079-4493552 | 03/31/17     |           | 35,000   | 0.0106          | 371.88   |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>20-75-079-6814326 | 07/06/17     |           | 35,000   | 0.0056          | 197.11   |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>20-75-079-4493552 | 10/28/16     |           | 115,000  | 0.0074          | - 848.44 |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>20-75-079-4493552 | 10/30/16     | 10/31/16  | 115,000  | 0.0075          | 862.50   |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>20-75-079-4493552 | 02/01/17     |           | 110,000  | 0.0039          | 423.90   |                                            |
| Interest              | USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>20-75-079-4493552 | 02/22/17     |           | 5,000    | 0.0047          | 23.62    |                                            |
| Interest              | USA TREASURY NOTES<br>02.250% DUE 11/15/2024<br>20-75-079-4493552 | 11/15/16     |           | 35,000   | 0.0113          | 393.75   |                                            |
| Interest              | USA TREASURY NOTES<br>02.250% DUE 11/15/2024<br>20-75-079-4493552 | 01/13/17     |           | 5,000    | 0.0037          | 18.34    |                                            |

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|-----------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | USA TREASURY NOTES<br>02.250% DUE 11/15/2024<br>20-75-079-4493552 | 02/27/17     |           | 30,000   | 0.0065          | 193.92   |                                            |
| Interest              | USA TREASURY NOTES<br>01.000% DUE 12/15/2017<br>20-75-079-4493552 | 10/28/16     |           | 155,000  | 0.0037          | 571.72   |                                            |
| Interest              | USA TREASURY NOTES<br>01.000% DUE 12/15/2017<br>20-75-079-4493552 | 12/01/16     |           | 80,000   | 0.0046          | 369.40   |                                            |
| Accrued interest paid | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>20-75-079-4493552  | 03/10/17     |           | 140,000  | 0.0031          | - 433.63 |                                            |
| Interest              | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>20-75-079-4493552  | 05/18/17     |           | 15,000   | 0.0062          | 92.92    |                                            |
| Interest              | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>20-75-079-4493552  | 06/30/17     |           | 125,000  | 0.0081          | 1,015.63 |                                            |
| Interest              | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>20-75-079-6814326  | 07/06/17     |           | 125,000  | 0.0003          | 33.12    |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>20-75-079-4493552 | 02/01/17     |           | 45,000   | 0.0048          | - 218.16 |                                            |
| Interest              | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>20-75-079-4493552 | 03/28/17     |           | 25,000   | 0.0083          | 206.66   |                                            |
| Interest              | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>20-75-079-4493552 | 05/15/17     |           | 20,000   | 0.0113          | 225.00   |                                            |
| Interest              | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>20-75-079-6814326 | 07/07/17     |           | 20,000   | 0.0032          | 64.81    |                                            |

*Detail*

**US government securities**

| Activity              | Description                                                       | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | USA TREASURY NOTES<br>01.875% DUE 08/31/2017<br>20-75-079-4493552 | 11/30/16     |           | 20,000   | 0.0047          | - 94.27  |                                            |
| Interest              | USA TREASURY NOTES<br>01.875% DUE 08/31/2017<br>20-75-079-4493552 | 01/09/17     |           | 20,000   | 0.0068          | 135.70   |                                            |
| Interest              | USA TREASURY NOTES<br>02.625% DUE 11/15/2020<br>20-75-079-4493552 | 11/15/16     |           | 340,000  | 0.0131          | 4,462.50 |                                            |
| Interest              | USA TREASURY NOTES<br>02.625% DUE 11/15/2020<br>20-75-079-4493552 | 02/27/17     |           | 340,000  | 0.0075          | 2,564.09 |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-4493552 | 10/28/16     |           | 45,000   | 0.0033          | - 147.05 |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-4493552 | 11/30/16     |           | 105,000  | 0.0047          | - 496.11 |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-4493552 | 01/13/17     |           | 20,000   | 0.0067          | 133.35   |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-4493552 | 02/15/17     |           | 130,000  | 0.0081          | 1,056.25 |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-4493552 | 02/17/17     |           | 25,000   | 0.0001          | 2.24     |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-6814326 | 08/15/17     |           | 105,000  | 0.0081          | 853.13   |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-6814326 | 09/05/17     |           | 105,000  | 0.0009          | 97.37    |                                            |

*Detail*

**US government securities**

| Activity              | Description                                                       | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-6814326 | 09/08/17     |           | 105,000  | 0.0011          | - 111.28 |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-6814326 | 09/08/17     |           | 105,000  | 0.0011          | 111.28   |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-4493552 | 10/28/16     |           | 210,000  | 0.0043          | - 897.35 |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-4493552 | 11/30/16     |           | 100,000  | 0.0062          | - 617.87 |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-4493552 | 02/15/17     |           | 605,000  | 0.0106          | 6,428.13 |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-4493552 | 02/27/17     |           | 305,000  | 0.0007          | 214.85   |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-4493552 | 04/24/17     |           | 65,000   | 0.0040          | 259.46   |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-4493552 | 05/01/17     |           | 35,000   | 0.0044          | - 154.09 |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-6814326 | 08/15/17     |           | 270,000  | 0.0106          | 2,868.75 |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-6814326 | 08/22/17     |           | 150,000  | 0.0004          | 60.63    |                                            |
| Interest              | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-6814326 | 08/31/17     |           | 120,000  | 0.0009          | 110.87   |                                            |

*Detail*

**US government securities**

| Activity              | Description                                                                                           | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | USA TREASURY NOTES<br>00.875% DUE 11/30/2016<br>20-75-079-4493552                                     | 10/28/16     |           | 140,000  | 0.0036          | 502.05   |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-4493552                                     | 10/14/16     |           | 20,000   | 0.0067          | 134.24   |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-4493552                                     | 11/15/16     |           | 65,000   | 0.0081          | 528.13   |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-4493552                                     | 01/09/17     |           | 60,000   | 0.0025          | - 148.13 |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-4493552                                     | 01/27/17     |           | 25,000   | 0.0033          | 81.92    |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-4493552                                     | 05/15/17     |           | 100,000  | 0.0081          | 812.50   |                                            |
| Interest              | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-6814326                                     | 09/08/17     |           | 100,000  | 0.0051          | 512.23   |                                            |
| Accrued interest paid | USA TREASURY NOTES<br>TREASURY INFLATION PROTECTN SECS<br>00.125% DUE 01/15/2022<br>20-75-079-4493552 | 04/24/17     |           | 65,000   | 0.0004          | - 23.90  |                                            |
| Interest              | USA TREASURY NOTES<br>TREASURY INFLATION PROTECTN SECS<br>00.125% DUE 01/15/2022<br>20-75-079-6814326 | 07/15/17     | 07/17/17  | 65,000   | 0.0007          | 43.91    |                                            |
| Interest              | USA TREASURY NOTES<br>TREASURY INFLATION PROTECTN SECS<br>00.125% DUE 01/15/2022<br>20-75-079-6814326 | 07/18/17     | 07/19/17  | 65,000   |                 | 0.72     |                                            |

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| Activity | Description                                                       | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | USA TREASURY NOTES<br>00.625% DUE 05/31/2017<br>20-75-079-4493552 | 11/30/16     |           | 25,000   | 0.0031          | 78.13  |                                            |
| Interest | USA TREASURY NOTES<br>00.625% DUE 05/31/2017<br>20-75-079-4493552 | 02/27/17     |           | 25,000   | 0.0015          | 38.20  |                                            |
| Interest | USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>20-75-079-4493552 | 11/14/16     |           | 40,000   | 0.0040          | 160.73 |                                            |
| Interest | USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>20-75-079-4493552 | 01/13/17     |           | 10,000   | 0.0067          | 66.68  |                                            |
| Interest | USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>20-75-079-4493552 | 02/15/17     |           | 5,000    | 0.0081          | 40.63  |                                            |
| Interest | USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>20-75-079-4493552 | 02/22/17     |           | 5,000    | 0.0003          | 1.57   |                                            |
| Interest | USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>20-75-079-4493552 | 01/31/17     |           | 95,000   | 0.0100          | 950.00 |                                            |
| Interest | USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>20-75-079-4493552 | 03/10/17     |           | 25,000   | 0.0021          | 52.49  |                                            |
| Interest | USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>20-75-079-6814326 | 07/20/17     |           | 70,000   | 0.0094          | 657.46 |                                            |
| Interest | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>20-75-079-4493552 | 10/31/16     |           | 100,000  | 0.0088          | 875.00 |                                            |
| Interest | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>20-75-079-4493552 | 01/18/17     |           | 20,000   | 0.0038          | 76.38  |                                            |



*Detail*

**US government securities**

| Activity                              | Description                                                       | Payable date | Post date | Quantity | Amount per unit | Cash               | Original value at PNC Value last statement |
|---------------------------------------|-------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------------------|--------------------------------------------|
| Interest                              | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>20-75-079-4493552 | 02/22/17     |           | 10,000   | 0.0055          | 55.11              |                                            |
| Interest                              | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>20-75-079-4493552 | 04/30/17     | 05/01/17  | 70,000   | 0.0088          | 612.50             |                                            |
| Interest                              | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>20-75-079-6814326 | 08/08/17     |           | 70,000   | 0.0048          | 332.88             |                                            |
| Interest                              | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-4493552 | 11/15/16     |           | 185,000  | 0.0106          | 1,965.63           |                                            |
| Interest                              | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-4493552 | 11/21/16     |           | 35,000   | 0.0004          | 12.33              |                                            |
| Interest                              | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-4493552 | 11/23/16     |           | 40,000   | 0.0005          | 18.78              |                                            |
| Interest                              | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-4493552 | 03/10/17     |           | 85,000   | 0.0068          | 573.81             |                                            |
| Interest                              | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-4493552 | 05/15/17     |           | 25,000   | 0.0106          | 265.63             |                                            |
| Interest                              | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-6814326 | 08/10/17     |           | 25,000   | 0.0050          | 125.59             |                                            |
| <b>Total US government securities</b> |                                                                   |              |           |          |                 | <b>\$92,502.67</b> |                                            |

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| Activity              | Description                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Accrued interest paid | AEP TEXAS INC<br>SER E UNSC<br>06.650% DUE 02/15/2033<br>20-75-079-6814326                           | 09/11/17     |           | 80,000   | \$0.0048        | - \$384.22 |                                            |
| Accrued interest paid | AFLAC INC<br>UNSC<br>03.625% DUE 06/15/2023<br>20-75-079-6814326                                     | 09/22/17     |           | 45,000   | 0.0098          | - 439.53   |                                            |
| Interest              | AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>20-75-079-4493552            | 02/28/17     |           | 25,000   | 0.0181          | 452.29     |                                            |
| Interest              | AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>20-75-079-4493552            | 03/11/17     | 03/13/17  | 30,000   | 0.0195          | 585.00     |                                            |
| Interest              | AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>20-75-079-6814326            | 07/25/17     |           | 30,000   | 0.0145          | 435.50     |                                            |
| Accrued interest paid | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>20-75-079-4493552 | 11/23/16     |           | 20,000   | 0.0001          | - 2.08     |                                            |
| Interest              | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>20-75-079-4493552 | 02/28/17     |           | 10,000   | 0.0100          | 100.00     |                                            |
| Interest              | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>20-75-079-4493552 | 05/30/17     |           | 30,000   | 0.0196          | 587.50     |                                            |

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| Activity | Description                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>20-75-079-6814326 | 07/25/17     |           | 30,000   | 0.0057          | 171.87 |                                            |
| Interest | ADVANCED MICRO DEVICES<br>CONV<br>02.125% DUE 09/01/2026<br>20-75-079-3620912                        | 03/01/17     |           | 13,000   | 0.0099          | 128.15 |                                            |
| Interest | ADVANCED MICRO DEVICES<br>CONV<br>02.125% DUE 09/01/2026<br>20-75-079-3620912                        | 09/01/17     |           | 13,000   | 0.0106          | 138.13 |                                            |
| Interest | ALLSCRIPTS HEALTHCARE SO<br>CONV<br>01.250% DUE 07/01/2020<br>20-75-079-3620912                      | 01/01/17     | 01/03/17  | 17,000   | 0.0063          | 106.25 |                                            |
| Interest | ALLSCRIPTS HEALTHCARE SO<br>CONV<br>01.250% DUE 07/01/2020<br>20-75-079-3620912                      | 07/01/17     | 07/03/17  | 17,000   | 0.0063          | 106.25 |                                            |
| Interest | AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>20-75-079-4493552              | 02/15/17     |           | 60,000   | 0.0113          | 675.00 |                                            |
| Interest | AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>20-75-079-4493552              | 02/28/17     |           | 40,000   | 0.0008          | 32.50  |                                            |
| Interest | AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>20-75-079-6814326              | 07/10/17     |           | 20,000   | 0.0091          | 181.25 |                                            |

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| Activity              | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | AMERICAN EXPRESS CREDIT ACCOUN<br>SERIES 2014 3 CLASS A<br>01.490% DUE 04/15/2020<br>INTEREST ON 100,000.00 PAR<br>ACCRUED TO 10/15/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 10/15/16     | 10/17/16  |          | 1.4900          | 124.17   |                                            |
| Interest              | AMERICAN EXPRESS CREDIT ACCOUN<br>SERIES 2014 3 CLASS A<br>01.490% DUE 04/15/2020<br>INTEREST ON 100,000.00 PAR<br>ACCRUED TO 11/15/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 11/15/16     |           |          | 1.4900          | 124.17   |                                            |
| Interest              | AMERICAN EXPRESS CREDIT ACCOUN<br>SERIES 2014 3 CLASS A<br>01.490% DUE 04/15/2020<br>INTEREST ON 100,000.00 PAR<br>ACCRUED TO 12/15/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 12/15/16     |           |          | 1.4900          | 124.17   |                                            |
| Interest              | AMERICAN EXPRESS CREDIT ACCOUN<br>SERIES 2014 3 CLASS A<br>01.490% DUE 04/15/2020<br>INTEREST ON 100,000.00 PAR<br>ACCRUED TO 01/15/17 PAYABLE 01/15/17<br>20-75-079-4493552 | 01/15/17     | 01/17/17  |          | 1.4900          | 124.17   |                                            |
| Interest              | AMERICAN EXPRESS CREDIT ACCOUN<br>SERIES 2014 3 CLASS A<br>01.490% DUE 04/15/2020<br>INTEREST ON 100,000.00 PAR<br>ACCRUED TO 02/15/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 02/15/17     |           |          | 1.4900          | 124.17   |                                            |
| Accrued interest paid | AMERICAN FINANCIAL GROUP<br>SR NTS<br>09.875% DUE 06/15/2019<br>20-75-079-6814326                                                                                            | 07/24/17     |           | 55,000   | 0.0107          | - 588.39 |                                            |

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| Activity              | Description                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | AMERICAN REALTY CAP PROP CONV<br>03.750% DUE 12/15/2020<br>20-75-079-3620912                              | 12/15/16     |           | 16,000   | 0.0188          | 300.00   |                                            |
| Interest              | AMERICAN REALTY CAP PROP CONV<br>03.750% DUE 12/15/2020<br>20-75-079-3620912                              | 01/27/17     |           | 16,000   | 0.0044          | 70.00    |                                            |
| Interest              | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>20-75-079-4493552                | 11/01/16     |           | 30,000   | 0.0220          | 660.00   |                                            |
| Interest              | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>20-75-079-4493552                | 02/28/17     |           | 10,000   | 0.0143          | 143.00   |                                            |
| Interest              | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>20-75-079-4493552                | 05/01/17     |           | 20,000   | 0.0220          | 440.00   |                                            |
| Interest              | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>20-75-079-6814326                | 07/25/17     |           | 20,000   | 0.0103          | 205.33   |                                            |
| Accrued interest paid | AMGEN INC<br>CALL 04/11/2022 UNSC<br>02.650% DUE 05/11/2022<br>20-75-079-4493552                          | 05/18/17     |           | 15,000   | 0.0005          | - 7.73   |                                            |
| Interest              | AMGEN INC<br>CALL 04/11/2022 UNSC<br>02.650% DUE 05/11/2022<br>20-75-079-6814326                          | 07/25/17     |           | 15,000   | 0.0054          | 81.71    |                                            |
| Accrued interest paid | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>20-75-079-4493552 | 01/13/17     |           | 40,000   | 0.0212          | - 846.00 |                                            |

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|-----------------------|-----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>20-75-079-4493552 | 02/01/17     |           | 40,000   | 0.0235          | 940.00   |                                            |
| Interest              | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>20-75-079-4493552 | 02/28/17     |           | 10,000   | 0.0035          | 35.25    |                                            |
| Interest              | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>20-75-079-6814326 | 07/25/17     |           | 30,000   | 0.0227          | 681.50   |                                            |
| Interest              | APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>20-75-079-4493552                                          | 11/03/16     |           | 30,000   | 0.0120          | 360.00   |                                            |
| Interest              | APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>20-75-079-4493552                                          | 05/03/17     |           | 30,000   | 0.0120          | 360.00   |                                            |
| Interest              | APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>20-75-079-6814326                                          | 07/11/17     |           | 30,000   | 0.0045          | 136.00   |                                            |
| Accrued interest paid | APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>20-75-079-6814326                                          | 08/03/17     |           | 100,000  | 0.0060          | - 600.00 |                                            |
| Accrued interest paid | ATLAS AIR WORLDWIDE HLDG<br>CONV<br>02.250% DUE 06/01/2022<br>20-75-079-3620912                           | 03/07/17     |           | 13,000   | 0.0060          | - 78.00  |                                            |
| Interest              | ATLAS AIR WORLDWIDE HLDG<br>CONV<br>02.250% DUE 06/01/2022<br>20-75-079-3620912                           | 06/01/17     |           | 13,000   | 0.0113          | 146.25   |                                            |

*Detail*
**Corporate debt**

| Activity              | Description                                                                                                                                                           | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | ATLAS AIR WORLDWIDE HLDG<br>CONV<br>02.250% DUE 06/01/2022<br>20-75-079-3620912                                                                                       | 09/07/17     |           | 8,000    | 0.0060          | - 48.00  |                                            |
| Accrued interest paid | ATLAS AIR WORLDWIDE HLDG<br>CONV<br>02.250% DUE 06/01/2022<br>20-75-079-3620912                                                                                       | 09/07/17     |           | 6,000    | 0.0060          | - 36.00  |                                            |
| Interest              | BB&T CORP<br>SUB NT<br>05.250% DUE 11/01/2019<br>20-75-079-4493552                                                                                                    | 11/01/16     |           | 45,000   | 0.0263          | 1,181.25 |                                            |
| Interest              | BB&T CORP<br>SUB NT<br>05.250% DUE 11/01/2019<br>20-75-079-4493552                                                                                                    | 05/01/17     |           | 45,000   | 0.0263          | 1,181.25 |                                            |
| Interest              | BB&T CORP<br>SUB NT<br>05.250% DUE 11/01/2019<br>20-75-079-6814326                                                                                                    | 07/10/17     |           | 45,000   | 0.0101          | 452.81   |                                            |
| Interest              | BP CAPITAL MARKETS PLC<br>SEDOL ISIN US05565QDA31<br>03.506% DUE 03/17/2025<br>20-75-079-4493552                                                                      | 03/17/17     |           | 30,000   | 0.0175          | 525.90   |                                            |
| Interest              | BP CAPITAL MARKETS PLC<br>SEDOL ISIN US05565QDA31<br>03.506% DUE 03/17/2025<br>20-75-079-6814326                                                                      | 07/28/17     |           | 30,000   | 0.0128          | 382.74   |                                            |
| Interest              | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 10/24/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 10/24/16     | 10/25/16  |          | 1.1600          | 87.00    |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                           | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 11/24/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 11/24/16     | 11/25/16  |          | 1.1600          | 87.00 |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 12/24/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 12/24/16     | 12/27/16  |          | 1.1600          | 87.00 |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 01/24/17 PAYABLE 01/25/17<br>20-75-079-4493552 | 01/24/17     | 01/25/17  |          | 1.1600          | 87.00 |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 02/24/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 02/24/17     | 02/27/17  |          | 1.1600          | 87.00 |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 03/24/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 03/24/17     | 03/27/17  |          | 1.1600          | 87.00 |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 04/24/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 04/24/17     | 04/25/17  |          | 1.1600          | 87.00 |                                            |



*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                           | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 05/24/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 05/24/17     | 05/25/17  |          | 1.1600          | 87.00    |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 06/24/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 06/24/17     | 06/26/17  |          | 1.1600          | 87.00    |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 07/24/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 07/24/17     | 07/25/17  |          | 1.1600          | 87.00    |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 08/24/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 08/24/17     | 08/25/17  |          | 1.1600          | 87.00    |                                            |
| Interest | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>INTEREST ON 90,000.00 PAR<br>ACCRUED TO 09/24/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 09/24/17     | 09/25/17  |          | 1.1600          | 87.00    |                                            |
| Interest | BANK OF AMERICA<br>NOTES<br>05.650% DUE 05/01/2018<br>20-75-079-4493552                                                                                               | 11/01/16     |           | 65,000   | 0.0283          | 1,836.25 |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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**Corporate debt**

| Activity              | Description                                                                      | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | BANK OF AMERICA<br>NOTES<br>05.650% DUE 05/01/2018<br>20-75-079-4493552          | 05/01/17     |           | 65,000   | 0.0283          | 1,836.25 |                                            |
| Interest              | BANK OF AMERICA<br>NOTES<br>05.650% DUE 05/01/2018<br>20-75-079-6814326          | 07/10/17     |           | 65,000   | 0.0108          | 703.90   |                                            |
| Accrued interest paid | BAPTIST HEALTH SOUTH FL<br>NTS<br>04.590% DUE 08/15/2021<br>20-75-079-6814326    | 08/18/17     |           | 50,000   | 0.0004          | - 19.13  |                                            |
| Accrued interest paid | BAPTIST HEALTH SOUTH FL<br>NTS<br>04.590% DUE 08/15/2021<br>20-75-079-6814326    | 09/12/17     |           | 30,000   | 0.0034          | - 103.28 |                                            |
| Interest              | BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>20-75-079-4493552 | 11/15/16     |           | 65,000   | 0.0220          | 1,430.00 |                                            |
| Interest              | BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>20-75-079-4493552 | 02/28/17     |           | 25,000   | 0.0126          | 314.72   |                                            |
| Interest              | BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>20-75-079-4493552 | 05/15/17     |           | 40,000   | 0.0220          | 880.00   |                                            |
| Interest              | BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>20-75-079-6814326 | 09/11/17     |           | 40,000   | 0.0142          | 567.11   |                                            |
| Interest              | BIOMARIN PHARMACEUTICAL<br>CONV<br>01.500% DUE 10/15/2020<br>20-75-079-3620912   | 10/15/16     | 10/17/16  | 15,000   | 0.0075          | 112.50   |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                           | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | BIOMARIN PHARMACEUTICAL CONV<br>01.500% DUE 10/15/2020<br>20-75-079-3620912                           | 04/15/17     | 04/17/17  | 15,000   | 0.0075          | 112.50   |                                            |
| Accrued interest paid | BLACKHAWK NETWORK HOLD CONV<br>01.500% DUE 01/15/2022<br>20-75-079-3620912                            | 08/10/17     |           | 20,000   | 0.0010          | - 20.83  |                                            |
| Accrued interest paid | BLACKSTONE MORTGAGE TR CONV<br>05.250% DUE 12/01/2018<br>20-75-079-3620912                            | 11/03/16     |           | 11,000   | 0.0222          | - 243.83 |                                            |
| Accrued interest paid | BLACKSTONE MORTGAGE TR CONV<br>05.250% DUE 12/01/2018<br>20-75-079-3620912                            | 11/04/16     |           | 10,000   | 0.0223          | - 223.13 |                                            |
| Interest              | BLACKSTONE MORTGAGE TR CONV<br>05.250% DUE 12/01/2018<br>20-75-079-3620912                            | 12/01/16     |           | 21,000   | 0.0263          | 551.25   |                                            |
| Interest              | BLACKSTONE MORTGAGE TR CONV<br>05.250% DUE 12/01/2018<br>20-75-079-3620912                            | 06/01/17     |           | 21,000   | 0.0263          | 551.25   |                                            |
| Interest              | BROADSOFT INC CONV<br>01.500% DUE 07/01/2018<br>20-75-079-3620912                                     | 01/01/17     | 01/03/17  | 12,000   | 0.0075          | 90.00    |                                            |
| Interest              | BROADSOFT INC CONV<br>01.500% DUE 07/01/2018<br>20-75-079-3620912                                     | 01/12/17     |           | 12,000   | 0.0005          | 5.50     |                                            |
| Interest              | BURLINGTON NORTH SANTA FE SR UNSCED CALL 12/15/21 @100<br>03.050% DUE 03/15/2022<br>20-75-079-4493552 | 03/15/17     |           | 50,000   | 0.0153          | 762.50   |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                             | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | BURLINGTN NORTH SANTA FE<br>SR UNSCED CALL 12/15/21 @100<br>03.050% DUE 03/15/2022<br>20-75-079-6814326 | 07/11/17     |           | 50,000   | 0.0098          | 491.39     |                                            |
| Accrued interest paid | CBS CORP<br>CALL 10/15/2025 @ 100.000 COGT<br>04.000% DUE 01/15/2026<br>20-75-079-4493552               | 05/30/17     |           | 10,000   | 0.0150          | - 150.00   |                                            |
| Interest              | CBS CORP<br>CALL 10/15/2025 @ 100.000 COGT<br>04.000% DUE 01/15/2026<br>20-75-079-6814326               | 07/11/17     |           | 10,000   | 0.0196          | 195.56     |                                            |
| Accrued interest paid | CRH AMERICA INC<br>NTS<br>08.125% DUE 07/15/2018<br>20-75-079-6814326                                   | 08/04/17     |           | 45,000   | 0.0043          | - 192.97   |                                            |
| Accrued interest paid | CSX TRANSN INC<br>DEBENTURES<br>09.750% DUE 06/15/2020<br>20-75-079-6814326                             | 09/06/17     |           | 39,000   | 0.0219          | - 855.56   |                                            |
| Accrued interest paid | CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>20-75-079-4493552       | 02/22/17     |           | 15,000   | 0.0031          | - 46.67    |                                            |
| Interest              | CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>20-75-079-4493552       | 02/28/17     |           | 5,000    | 0.0037          | 18.47      |                                            |
| Interest              | CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>20-75-079-4493552       | 07/11/17     |           | 10,000   | 0.0166          | 166.25     |                                            |
| Accrued interest paid | CALENERGY INC<br>SR BD<br>08.480% DUE 09/15/2028<br>20-75-079-6814326                                   | 08/09/17     |           | 65,000   | 0.0339          | - 2,204.80 |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | CALENERGY INC<br>SR BD<br>08.480% DUE 09/15/2028<br>20-75-079-6814326                                                                                                        | 09/15/17     |           | 65,000   | 0.0424          | 2,756.00 |                                            |
| Accrued interest paid | CAPITAL ONE FINANCIAL CO<br>CALL 02/09/2027 UNSC<br>03.750% DUE 03/09/2027<br>20-75-079-4493552                                                                              | 05/22/17     |           | 35,000   | 0.0076          | - 266.15 |                                            |
| Interest              | CAPITAL ONE FINANCIAL CO<br>CALL 02/09/2027 UNSC<br>03.750% DUE 03/09/2027<br>20-75-079-6814326                                                                              | 07/11/17     |           | 35,000   | 0.0127          | 444.79   |                                            |
| Interest              | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 10/15/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 10/15/16     | 10/17/16  |          | 1.3900          | 86.87    |                                            |
| Interest              | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 11/15/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 11/15/16     |           |          | 1.3900          | 86.87    |                                            |
| Interest              | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 12/15/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 12/15/16     |           |          | 1.3900          | 86.87    |                                            |
| Interest              | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 01/15/17 PAYABLE 01/15/17<br>20-75-079-4493552 | 01/15/17     | 01/17/17  |          | 1.3900          | 86.87    |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 02/15/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 02/15/17     |           |          | 1.3900          | 86.87 |                                            |
| Interest | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 03/15/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 03/15/17     |           |          | 1.3900          | 86.87 |                                            |
| Interest | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 04/15/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 04/15/17     | 04/18/17  |          | 1.3900          | 86.87 |                                            |
| Interest | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 05/15/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 05/15/17     |           |          | 1.3900          | 86.87 |                                            |
| Interest | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 06/15/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 06/15/17     |           |          | 1.3900          | 86.87 |                                            |
| Interest | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 07/15/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 07/15/17     | 07/17/17  |          | 1.3900          | 86.87 |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | CAPITAL ONE MULTI-ASSET EXECUT SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 08/15/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 08/15/17     |           |          | 1.3900          | 86.87    |                                            |
| Interest              | CAPITAL ONE MULTI-ASSET EXECUT SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 09/15/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 09/15/17     |           |          | 1.3900          | 86.87    |                                            |
| Interest              | CARDTRONICS INC<br>CONV<br>01.000% DUE 12/01/2020<br>20-75-079-3620912                                                                                                    | 12/01/16     |           | 10,000   | 0.0050          | 50.00    |                                            |
| Interest              | CARDTRONICS INC<br>CONV<br>01.000% DUE 12/01/2020<br>20-75-079-3620912                                                                                                    | 06/01/17     |           | 10,000   | 0.0050          | 50.00    |                                            |
| Interest              | CARDTRONICS INC<br>CONV<br>01.000% DUE 12/01/2020<br>20-75-079-3620912                                                                                                    | 06/23/17     |           | 10,000   | 0.0006          | 6.11     |                                            |
| Accrued interest paid | CARNIVAL CORP<br>SEDOL ISIN US143658BA91<br>03.950% DUE 10/15/2020<br>20-75-079-4493552                                                                                   | 03/10/17     |           | 25,000   | 0.0159          | - 397.74 |                                            |
| Interest              | CARNIVAL CORP<br>SEDOL ISIN US143658BA91<br>03.950% DUE 10/15/2020<br>20-75-079-4493552                                                                                   | 04/15/17     | 04/17/17  | 25,000   | 0.0198          | 493.75   |                                            |
| Interest              | CARNIVAL CORP<br>SEDOL ISIN US143658BA91<br>03.950% DUE 10/15/2020<br>20-75-079-6814326                                                                                   | 07/11/17     |           | 25,000   | 0.0094          | 235.90   |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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**Corporate debt**

| Activity              | Description                                                                                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | CEMEX SAB DE CV<br>CONV<br>03.750% DUE 03/15/2018<br>20-75-079-3620912                                                                                               | 03/15/17     |           | 15,000   | 0.0188          | 281.25  |                                            |
| Accrued interest paid | CEMEX SAB DE CV<br>CONV<br>03.750% DUE 03/15/2018<br>20-75-079-3620912                                                                                               | 06/06/17     |           | 10,000   | 0.0084          | - 84.38 |                                            |
| Interest              | CEMEX SAB DE CV<br>CONV<br>03.750% DUE 03/15/2018<br>20-75-079-3620912                                                                                               | 09/15/17     |           | 25,000   | 0.0188          | 468.75  |                                            |
| Interest              | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 10/01/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 10/01/16     | 10/17/16  |          | 1.2700          | 116.42  |                                            |
| Interest              | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 11/01/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 11/01/16     | 11/15/16  |          | 1.2700          | 116.42  |                                            |
| Interest              | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 12/01/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 12/01/16     | 12/15/16  |          | 1.2700          | 116.42  |                                            |
| Interest              | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 01/01/17 PAYABLE 01/15/17<br>20-75-079-4493552 | 01/01/17     | 01/17/17  |          | 1.2700          | 116.42  |                                            |



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| Activity | Description                                                                                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 02/01/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 02/01/17     | 02/15/17  |          | 1.2700          | 116.42 |                                            |
| Interest | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 03/01/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 03/01/17     | 03/15/17  |          | 1.2700          | 116.42 |                                            |
| Interest | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 04/01/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 04/01/17     | 04/14/17  |          | 1.2700          | 116.42 |                                            |
| Interest | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 05/01/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 05/01/17     | 05/15/17  |          | 1.2700          | 116.42 |                                            |
| Interest | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 06/01/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 06/01/17     | 06/15/17  |          | 1.2700          | 116.42 |                                            |
| Interest | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 07/01/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 07/01/17     | 07/17/17  |          | 1.2700          | 116.42 |                                            |

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**Corporate debt**

| Activity              | Description                                                                                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 08/01/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 08/01/17     | 08/15/17  |          | 1.2700          | 116.42   |                                            |
| Interest              | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>INTEREST ON 110,000.00 PAR<br>ACCRUED TO 09/01/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 09/01/17     | 09/15/17  |          | 1.2700          | 116.42   |                                            |
| Interest              | CIENA CORP<br>CONV<br>04.000% DUE 12/15/2020<br>20-75-079-3620912                                                                                                    | 12/15/16     |           | 8,000    | 0.0200          | 160.00   |                                            |
| Interest              | CIENA CORP<br>CONV<br>04.000% DUE 12/15/2020<br>20-75-079-3620912                                                                                                    | 06/15/17     |           | 8,000    | 0.0200          | 160.00   |                                            |
| Interest              | CIENA CORP<br>CONV<br>04.000% DUE 12/15/2020<br>20-75-079-3620912                                                                                                    | 09/06/17     |           | 8,000    | 0.0090          | 72.00    |                                            |
| Interest              | CITIGROUP INC<br>SUB<br>05.500% DUE 09/13/2025<br>20-75-079-4493552                                                                                                  | 02/28/17     |           | 10,000   | 0.0252          | 252.08   |                                            |
| Accrued interest paid | CITIGROUP INC<br>UNSC<br>02.050% DUE 12/07/2018<br>20-75-079-4493552                                                                                                 | 02/27/17     |           | 25,000   | 0.0046          | - 113.89 |                                            |
| Interest              | CITIGROUP INC<br>UNSC<br>02.050% DUE 12/07/2018<br>20-75-079-4493552                                                                                                 | 06/07/17     |           | 25,000   | 0.0103          | 256.25   |                                            |

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| Activity              | Description                                                                | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | CITIGROUP INC<br>UNSC<br>02.050% DUE 12/07/2018<br>20-75-079-6814326       | 07/10/17     |           | 25,000   | 0.0019          | 46.98   |                                            |
| Accrued interest paid | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>20-75-079-4493552      | 02/17/17     |           | 25,000   | 0.0040          | - 99.88 |                                            |
| Interest              | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>20-75-079-4493552      | 02/28/17     |           | 10,000   | 0.0052          | 51.83   |                                            |
| Interest              | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>20-75-079-6814326      | 07/10/17     |           | 15,000   | 0.0194          | 291.53  |                                            |
| Interest              | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>20-75-079-6814326      | 07/11/17     |           | 15,000   | 0.0001          | 1.62    |                                            |
| Interest              | CITRIXSYS INC<br>CONV<br>00.500% DUE 04/15/2019<br>20-75-079-3620912       | 10/15/16     | 10/17/16  | 44,000   | 0.0025          | 110.00  |                                            |
| Interest              | CITRIXSYS INC<br>CONV<br>00.500% DUE 04/15/2019<br>20-75-079-3620912       | 04/15/17     | 04/17/17  | 44,000   | 0.0025          | 110.00  |                                            |
| Interest              | CITRIXSYS INC<br>CONV<br>00.500% DUE 04/15/2019<br>20-75-079-3620912       | 08/08/17     |           | 19,000   | 0.0016          | 29.82   |                                            |
| Accrued interest paid | CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>20-75-079-3620912 | 01/12/17     |           | 8,000    | 0.0081          | - 65.00 |                                            |

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| Activity              | Description                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Accrued interest paid | CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>20-75-079-3620912                                | 01/13/17     |           | 8,000    | 0.0082          | - 65.56    |                                            |
| Interest              | CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>20-75-079-3620912                                | 03/15/17     |           | 16,000   | 0.0125          | 200.00     |                                            |
| Interest              | CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>20-75-079-3620912                                | 06/22/17     |           | 3,000    | 0.0067          | 20.21      |                                            |
| Interest              | CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>20-75-079-3620912                                | 09/15/17     |           | 13,000   | 0.0125          | 162.50     |                                            |
| Accrued interest paid | COCA COLA BOTTL CO CONSL<br>CALL 08/25/2025 @ 100.000 UNSC<br>03.800% DUE 11/25/2025<br>20-75-079-6814326 | 07/10/17     |           | 50,000   | 0.0048          | - 237.50   |                                            |
| Accrued interest paid | COLONY CAPITAL INC<br>CONV<br>03.875% DUE 01/15/2021<br>20-75-079-3620912                                 | 11/04/16     |           | 25,000   | 0.0117          | - 293.32   |                                            |
| Interest              | COLONY CAPITAL INC<br>CONV<br>03.875% DUE 01/15/2021<br>20-75-079-3620912                                 | 01/15/17     | 01/17/17  | 25,000   | 0.0194          | 484.38     |                                            |
| Interest              | COLONY CAPITAL INC<br>CONV<br>03.875% DUE 01/15/2021<br>20-75-079-3620912                                 | 07/15/17     | 07/17/17  | 25,000   | 0.0194          | 484.38     |                                            |
| Accrued interest paid | COMCAST CORP<br>BDS<br>07.050% DUE 03/15/2033<br>20-75-079-6814326                                        | 08/31/17     |           | 75,000   | 0.0325          | - 2,438.12 |                                            |

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**Corporate debt**

| Activity              | Description                                                                      | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | COMCAST CORP<br>BDS<br>07.050% DUE 03/15/2033<br>20-75-079-6814326               | 09/15/17     |           | 75,000   | 0.0353          | 2,643.75 |                                            |
| Interest              | COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>20-75-079-4493552              | 02/28/17     |           | 10,000   | 0.0177          | 177.00   |                                            |
| Interest              | COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>20-75-079-4493552              | 03/01/17     |           | 55,000   | 0.0180          | 990.00   |                                            |
| Interest              | COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>20-75-079-6814326              | 07/11/17     |           | 55,000   | 0.0130          | 715.00   |                                            |
| Interest              | CONOCOPHILLIPS<br>BONDS<br>05.200% DUE 05/15/2018<br>20-75-079-4493552           | 11/15/16     |           | 65,000   | 0.0260          | 1,690.00 |                                            |
| Interest              | CONOCOPHILLIPS<br>BONDS<br>05.200% DUE 05/15/2018<br>20-75-079-4493552           | 02/28/17     |           | 65,000   | 0.0149          | 967.06   |                                            |
| Accrued interest paid | CONSUMERS ENERGY CO<br>SER B SECR<br>06.875% DUE 03/01/2018<br>20-75-079-6814326 | 07/20/17     |           | 15,000   | 0.0265          | - 398.18 |                                            |
| Interest              | CONSUMERS ENERGY CO<br>SER B SECR<br>06.875% DUE 03/01/2018<br>20-75-079-6814326 | 09/01/17     |           | 15,000   | 0.0344          | 515.63   |                                            |
| Interest              | CONSUMERS ENERGY CO<br>SER B SECR<br>06.875% DUE 03/01/2018<br>20-75-079-6814326 | 09/12/17     |           | 15,000   | 0.0021          | 31.51    |                                            |

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| Activity              | Description                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | CORNERSTONE ONDEMAND INC<br>CONV<br>01.500% DUE 07/01/2018<br>20-75-079-3620912                      | 01/01/17     | 01/03/17  | 19,000   | 0.0075          | 142.50   |                                            |
| Interest              | CORNERSTONE ONDEMAND INC<br>CONV<br>01.500% DUE 07/01/2018<br>20-75-079-3620912                      | 04/24/17     |           | 19,000   | 0.0047          | 89.46    |                                            |
| Accrued interest paid | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>20-75-079-4493552 | 01/18/17     |           | 20,000   | 0.0006          | - 12.00  |                                            |
| Interest              | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>20-75-079-4493552 | 02/28/17     |           | 5,000    | 0.0066          | 33.00    |                                            |
| Interest              | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>20-75-079-6814326 | 07/14/17     |           | 15,000   | 0.0270          | 405.00   |                                            |
| Interest              | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>20-75-079-6814326 | 07/26/17     |           | 15,000   | 0.0018          | 27.00    |                                            |
| Interest              | CTRIIP.COM INTL LTD<br>CONV<br>01.000% DUE 07/01/2020<br>20-75-079-3620912                           | 01/01/17     | 01/03/17  | 19,000   | 0.0050          | 95.00    |                                            |
| Interest              | CTRIIP.COM INTL LTD<br>CONV<br>01.000% DUE 07/01/2020<br>20-75-079-3620912                           | 07/01/17     | 07/03/17  | 19,000   | 0.0050          | 95.00    |                                            |
| Accrued interest paid | CYPRESS SEMICONDUCTOR CO<br>CONV<br>04.500% DUE 01/15/2022<br>20-75-079-3620912                      | 07/14/17     |           | 15,000   | 0.0224          | - 335.63 |                                            |

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| Activity              | Description                                                                                | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | CYPRESS SEMICONDUCTOR CO<br>CONV<br>04.500% DUE 01/15/2022<br>20-75-079-3620912            | 07/15/17     | 07/17/17  | 15,000   | 0.0225          | 337.50   |                                            |
| Interest              | DEERE & CO<br>NTS<br>04.375% DUE 10/16/2019<br>20-75-079-4493552                           | 10/16/16     | 10/17/16  | 55,000   | 0.0219          | 1,203.13 |                                            |
| Interest              | DEERE & CO<br>NTS<br>04.375% DUE 10/16/2019<br>20-75-079-4493552                           | 02/28/17     |           | 55,000   | 0.0160          | 882.29   |                                            |
| Interest              | DIGITAL REALTY TRUST LP<br>CO GUARNT<br>05.250% DUE 03/15/2021<br>20-75-079-4493552        | 10/24/16     |           | 30,000   | 0.0057          | 170.63   |                                            |
| Interest              | WALT DISNEY COMPANY<br>NTS<br>05.500% DUE 03/15/2019<br>20-75-079-4493552                  | 02/28/17     |           | 60,000   | 0.0249          | 1,494.17 |                                            |
| Accrued interest paid | DISH NETWORK CORPORATION CL A<br>CONV<br>03.375% DUE 08/15/2026<br>20-75-079-3620912       | 08/18/17     |           | 46,000   | 0.0003          | - 12.94  |                                            |
| Accrued interest paid | DOLLAR GENERAL CORP<br>CALL 01/15/2027 UNSC<br>03.875% DUE 04/15/2027<br>20-75-079-6814326 | 09/27/17     |           | 20,000   | 0.0179          | - 357.36 |                                            |
| Accrued interest paid | DOLLAR GENERAL CORP<br>CALL 01/15/2027 UNSC<br>03.875% DUE 04/15/2027<br>20-75-079-6814326 | 09/28/17     |           | 30,000   | 0.0180          | - 539.27 |                                            |
| Accrued interest paid | DOW CHEMICAL COMPANY<br>CONS<br>07.375% DUE 11/01/2029<br>20-75-079-6814326                | 07/11/17     |           | 40,000   | 0.0143          | - 573.61 |                                            |

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| Activity              | Description                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | DYCOM INDUSTRIES INC<br>CONV<br>00.750% DUE 09/15/2021<br>20-75-079-3620912                               | 03/07/17     |           | 8,000    | 0.0036          | - 28.67  |                                            |
| Interest              | DYCOM INDUSTRIES INC<br>CONV<br>00.750% DUE 09/15/2021<br>20-75-079-3620912                               | 03/15/17     |           | 32,000   | 0.0038          | 120.00   |                                            |
| Interest              | DYCOM INDUSTRIES INC<br>CONV<br>00.750% DUE 09/15/2021<br>20-75-079-3620912                               | 08/29/17     |           | 16,000   | 0.0034          | 54.67    |                                            |
| Interest              | DYCOM INDUSTRIES INC<br>CONV<br>00.750% DUE 09/15/2021<br>20-75-079-3620912                               | 09/15/17     |           | 16,000   | 0.0038          | 60.00    |                                            |
| Interest              | ECHO GLOBAL LOGISTICS<br>CONV<br>02.500% DUE 05/01/2020<br>20-75-079-3620912                              | 11/01/16     |           | 12,000   | 0.0125          | 150.00   |                                            |
| Interest              | ECHO GLOBAL LOGISTICS<br>CONV<br>02.500% DUE 05/01/2020<br>20-75-079-3620912                              | 02/17/17     |           | 12,000   | 0.0074          | 88.33    |                                            |
| Interest              | ELECTRONICS FOR IMAGING<br>CONV<br>00.750% DUE 09/01/2019<br>20-75-079-3620912                            | 03/01/17     |           | 18,000   | 0.0038          | 67.50    |                                            |
| Interest              | ELECTRONICS FOR IMAGING<br>CONV<br>00.750% DUE 09/01/2019<br>20-75-079-3620912                            | 08/29/17     |           | 18,000   | 0.0037          | 66.75    |                                            |
| Accrued interest paid | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>20-75-079-4493552 | 11/21/16     |           | 35,000   | 0.0074          | - 259.87 |                                            |



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**Corporate debt**

| Activity              | Description                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>20-75-079-4493552 | 02/28/17     |           | 10,000   | 0.0183          | 183.38   |                                            |
| Interest              | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>20-75-079-4493552 | 03/15/17     |           | 25,000   | 0.0203          | 506.25   |                                            |
| Interest              | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>20-75-079-6814326 | 07/11/17     |           | 25,000   | 0.0131          | 326.25   |                                            |
| Interest              | ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>20-75-079-4493552                        | 02/15/17     |           | 50,000   | 0.0243          | 1,212.50 |                                            |
| Interest              | ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>20-75-079-4493552                        | 02/28/17     |           | 15,000   | 0.0018          | 26.27    |                                            |
| Interest              | ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>20-75-079-6814326                        | 08/15/17     |           | 35,000   | 0.0243          | 848.75   |                                            |
| Interest              | ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>20-75-079-6814326                        | 09/11/17     |           | 35,000   | 0.0035          | 122.60   |                                            |
| Accrued interest paid | ENVESTNET INC<br>CONV<br>01.750% DUE 12/15/2019<br>20-75-079-3620912                                      | 09/28/17     |           | 9,000    | 0.0050          | - 45.06  |                                            |
| Accrued interest paid | ENVESTNET INC<br>CONV<br>01.750% DUE 12/15/2019<br>20-75-079-3620912                                      | 09/29/17     |           | 4,000    | 0.0051          | - 20.22  |                                            |

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| Activity              | Description                                                                                                | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | EURONET WORLDWIDE INC<br>CONV<br>01.500% DUE 10/01/2044<br>20-75-079-3620912                               | 10/01/16     | 10/05/16  | 17,000   | 0.0075          | 127.50   |                                            |
| Interest              | EURONET WORLDWIDE INC<br>CONV<br>01.500% DUE 10/01/2044<br>20-75-079-3620912                               | 12/05/16     |           | 5,000    | 0.0027          | 13.33    |                                            |
| Interest              | EURONET WORLDWIDE INC<br>CONV<br>01.500% DUE 10/01/2044<br>20-75-079-3620912                               | 04/01/17     | 04/03/17  | 12,000   | 0.0075          | 90.00    |                                            |
| Accrued interest paid | EXPRESS SCRIPTS HOLDING<br>SER 10YR CALL 11/25/25 @100 COGT<br>04.500% DUE 02/25/2026<br>20-75-079-6814326 | 07/20/17     |           | 50,000   | 0.0181          | - 906.25 |                                            |
| Interest              | EXPRESS SCRIPTS HOLDING<br>SER 10YR CALL 11/25/25 @100 COGT<br>04.500% DUE 02/25/2026<br>20-75-079-6814326 | 08/25/17     |           | 50,000   | 0.0225          | 1,125.00 |                                            |
| Accrued interest paid | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>20-75-079-4493552   | 01/27/17     |           | 25,000   | 0.0138          | - 344.72 |                                            |
| Interest              | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>20-75-079-4493552   | 02/28/17     |           | 10,000   | 0.0167          | 167.17   |                                            |
| Interest              | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>20-75-079-4493552   | 03/01/17     |           | 15,000   | 0.0170          | 255.00   |                                            |
| Interest              | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>20-75-079-6814326   | 07/25/17     |           | 15,000   | 0.0136          | 204.00   |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>20-75-079-4493552                                        | 02/01/17     |           | 50,000   | 0.0195          | 975.00   |                                            |
| Interest              | FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>20-75-079-4493552                                        | 02/28/17     |           | 5,000    | 0.0029          | 14.63    |                                            |
| Interest              | FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>20-75-079-6814326                                        | 08/01/17     |           | 45,000   | 0.0195          | 877.50   |                                            |
| Interest              | FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>20-75-079-6814326                                        | 08/03/17     |           | 45,000   | 0.0002          | 9.75     |                                            |
| Accrued interest paid | FIFTH THIRD BANCORP<br>CALL 12/16/2023 @ 100.000 SUB<br>04.300% DUE 01/16/2024<br>20-75-079-6814326      | 09/01/17     |           | 50,000   | 0.0054          | - 268.75 |                                            |
| Accrued interest paid | FINISAR CORPORATION<br>CONV<br>0.500% DUE 12/15/2033<br>20-75-079-3620912                                | 11/02/16     |           | 17,000   | 0.0019          | - 32.35  |                                            |
| Interest              | FINISAR CORPORATION<br>CONV<br>0.500% DUE 12/15/2033<br>20-75-079-3620912                                | 12/15/16     |           | 17,000   | 0.0025          | 42.50    |                                            |
| Interest              | FINISAR CORPORATION<br>CONV<br>0.500% DUE 12/15/2033<br>20-75-079-3620912                                | 06/15/17     |           | 17,000   | 0.0025          | 42.50    |                                            |
| Accrued interest paid | FIRST TENNESSEE BANK<br>SER BKNT CALL 11/01/19 @ 100 UNSC<br>02.950% DUE 12/01/2019<br>20-75-079-6814326 | 08/14/17     |           | 50,000   | 0.0060          | - 299.10 |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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**Corporate debt**

| Activity              | Description                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | FLORIDA POWER & LIGHT<br>1ST MORTGAGE<br>05.690% DUE 03/01/2040<br>20-75-079-4493552                 | 02/28/17     |           | 40,000   | 0.0280          | 1,119.03   |                                            |
| Accrued interest paid | FRANKLIN RESOURCES INC<br>SR UNSECD<br>02.800% DUE 09/15/2022<br>20-75-079-6814326                   | 09/06/17     |           | 80,000   | 0.0133          | - 1,064.00 |                                            |
| Interest              | FRANKLIN RESOURCES INC<br>SR UNSECD<br>02.800% DUE 09/15/2022<br>20-75-079-6814326                   | 09/15/17     |           | 80,000   | 0.0140          | 1,120.00   |                                            |
| Accrued interest paid | GENERAL ELECTRIC CAPITAL SVCS<br>SUB NTS<br>07.500% DUE 08/21/2035<br>20-75-079-6814326              | 07/24/17     |           | 50,000   | 0.0319          | - 1,593.75 |                                            |
| Interest              | GENERAL ELECTRIC CAPITAL SVCS<br>SUB NTS<br>07.500% DUE 08/21/2035<br>20-75-079-6814326              | 08/21/17     |           | 50,000   | 0.0375          | 1,875.00   |                                            |
| Interest              | GENERAL ELEC CAPT CORP<br>SUBORD<br>05.300% DUE 02/11/2021<br>20-75-079-4493552                      | 02/11/17     | 02/13/17  | 60,000   | 0.0265          | 1,590.00   |                                            |
| Interest              | GENERAL ELEC CAPT CORP<br>SUBORD<br>05.300% DUE 02/11/2021<br>20-75-079-6814326                      | 07/11/17     |           | 60,000   | 0.0221          | 1,325.00   |                                            |
| Accrued interest paid | GEORGIA PACIFIC CORP<br>BONDS<br>08.875% DUE 05/15/2031<br>20-75-079-6814326                         | 09/15/17     |           | 60,000   | 0.0296          | - 1,775.00 |                                            |
| Interest              | GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>20-75-079-4493552 | 10/01/16     | 10/03/16  | 50,000   | 0.0185          | 925.00     |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>20-75-079-4493552     | 02/28/17     |           | 5,000    | 0.0151          | 75.54      |                                            |
| Interest              | GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>20-75-079-4493552     | 04/01/17     | 04/03/17  | 45,000   | 0.0185          | 832.50     |                                            |
| Interest              | GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>20-75-079-6814326     | 07/25/17     |           | 45,000   | 0.0117          | 527.25     |                                            |
| Interest              | GOLDMAN SACHS GROUP INC<br>CALL 04/08/2024 @ 100.000 UNSC<br>03.850% DUE 07/08/2024<br>20-75-079-4493552 | 01/08/17     | 01/09/17  | 50,000   | 0.0193          | 962.50     |                                            |
| Interest              | GOLDMAN SACHS GROUP INC<br>CALL 04/08/2024 @ 100.000 UNSC<br>03.850% DUE 07/08/2024<br>20-75-079-6814326 | 07/08/17     | 07/10/17  | 50,000   | 0.0193          | 962.50     |                                            |
| Interest              | GOLDMAN SACHS GROUP INC<br>CALL 04/08/2024 @ 100.000 UNSC<br>03.850% DUE 07/08/2024<br>20-75-079-6814326 | 07/26/17     |           | 50,000   | 0.0019          | 96.25      |                                            |
| Accrued interest paid | GOLDMAN SACHS GROUP INC<br>SR UNSEC<br>05.750% DUE 01/24/2022<br>20-75-079-6814326                       | 07/10/17     |           | 100,000  | 0.0265          | - 2,651.39 |                                            |
| Interest              | GOLDMAN SACHS GROUP INC<br>SR UNSEC<br>05.750% DUE 01/24/2022<br>20-75-079-6814326                       | 07/24/17     |           | 100,000  | 0.0288          | 2,875.00   |                                            |
| Interest              | GOLDMAN SACHS GROUP INC<br>SR UNSEC<br>05.750% DUE 01/24/2022<br>20-75-079-6814326                       | 09/25/17     |           | 40,000   | 0.0097          | 389.72     |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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**Corporate debt**

| Activity              | Description                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | GOLDMAN SACHS GROUP INC<br>CALL 11/13/2019 UNSC<br>02.300% DUE 12/13/2019<br>20-75-079-4493552               | 02/22/17     |           | 30,000   | 0.0044          | - 132.25 |                                            |
| Interest              | GOLDMAN SACHS GROUP INC<br>CALL 11/13/2019 UNSC<br>02.300% DUE 12/13/2019<br>20-75-079-4493552               | 02/28/17     |           | 30,000   | 0.0048          | 143.75   |                                            |
| Accrued interest paid | GOLDMAN SACHS GROUP INC<br>SER 10YR CALL 10/23/24 @100 UNSC<br>03.500% DUE 01/23/2025<br>20-75-079-6814326   | 09/22/17     |           | 35,000   | 0.0057          | - 200.76 |                                            |
| Accrued interest paid | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>20-75-079-4493552 | 01/25/17     |           | 35,000   | 0.0156          | - 545.42 |                                            |
| Interest              | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>20-75-079-4493552 | 02/28/17     |           | 10,000   | 0.0203          | 202.58   |                                            |
| Interest              | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>20-75-079-4493552 | 04/05/17     |           | 25,000   | 0.0255          | 637.50   |                                            |
| Interest              | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>20-75-079-6814326 | 07/28/17     |           | 25,000   | 0.0160          | 400.21   |                                            |
| Accrued interest paid | HELIX ENERGY SOLUTIONS<br>CONV<br>04.250% DUE 05/01/2022<br>20-75-079-3620912                                | 12/19/16     |           | 11,000   | 0.0057          | - 62.33  |                                            |
| Interest              | HELIX ENERGY SOLUTIONS<br>CONV<br>04.250% DUE 05/01/2022<br>20-75-079-3620912                                | 05/01/17     |           | 11,000   | 0.0213          | 233.75   |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | HERBALIFE LTD<br>CONV<br>02.000% DUE 08/15/2019<br>20-75-079-3620912                                                                                                         | 02/15/17     |           | 23,000   | 0.0100          | 230.00   |                                            |
| Accrued interest paid | HERBALIFE LTD<br>CONV<br>02.000% DUE 08/15/2019<br>20-75-079-3620912                                                                                                         | 07/12/17     |           | 16,000   | 0.0082          | - 130.67 |                                            |
| Interest              | HERBALIFE LTD<br>CONV<br>02.000% DUE 08/15/2019<br>20-75-079-3620912                                                                                                         | 08/15/17     |           | 39,000   | 0.0100          | 390.00   |                                            |
| Interest              | HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>20-75-079-4493552                                                                                      | 10/01/16     | 10/03/16  | 55,000   | 0.0220          | 1,210.00 |                                            |
| Interest              | HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>20-75-079-4493552                                                                                      | 02/28/17     |           | 10,000   | 0.0180          | 179.67   |                                            |
| Interest              | HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>20-75-079-4493552                                                                                      | 04/01/17     | 04/03/17  | 45,000   | 0.0220          | 990.00   |                                            |
| Interest              | HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>20-75-079-6814326                                                                                      | 07/11/17     |           | 45,000   | 0.0122          | 550.00   |                                            |
| Interest              | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 10/18/16 PAYABLE 10/18/16<br>20-75-079-4493552 | 10/18/16     |           |          | 1.2200          | 76.25    |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 11/18/16 PAYABLE 11/18/16<br>20-75-079-4493552 | 11/18/16     |           |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 12/18/16 PAYABLE 12/18/16<br>20-75-079-4493552 | 12/18/16     | 12/19/16  |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 01/18/17 PAYABLE 01/18/17<br>20-75-079-4493552 | 01/18/17     |           |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 02/18/17 PAYABLE 02/18/17<br>20-75-079-4493552 | 02/18/17     | 02/21/17  |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 03/18/17 PAYABLE 03/18/17<br>20-75-079-4493552 | 03/18/17     | 03/20/17  |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 04/18/17 PAYABLE 04/18/17<br>20-75-079-4493552 | 04/18/17     |           |          | 1.2200          | 76.25 |                                            |



*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 05/18/17 PAYABLE 05/18/17<br>20-75-079-4493552 | 05/18/17     |           |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 06/18/17 PAYABLE 06/18/17<br>20-75-079-4493552 | 06/18/17     | 06/19/17  |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 07/18/17 PAYABLE 07/18/17<br>20-75-079-6814326 | 07/18/17     |           |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 08/18/17 PAYABLE 08/18/17<br>20-75-079-6814326 | 08/18/17     |           |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 09/18/17 PAYABLE 09/18/17<br>20-75-079-6814326 | 09/18/17     |           |          | 1.2200          | 76.25 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 10/15/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 10/15/16     | 10/17/16  |          | 1.3900          | 81.08 |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 11/15/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 11/15/16     |           |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 12/15/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 12/15/16     |           |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 01/15/17 PAYABLE 01/15/17<br>20-75-079-4493552 | 01/15/17     | 01/17/17  |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 02/15/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 02/15/17     |           |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 03/15/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 03/15/17     |           |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 04/15/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 04/15/17     | 04/18/17  |          | 1.3900          | 81.08 |                                            |

*Detail*
**Corporate debt**

| Activity | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 05/15/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 05/15/17     |           |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 06/15/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 06/15/17     |           |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 07/15/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 07/15/17     | 07/17/17  |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>INTEREST ON 70,000.00 PAR<br>ACCRUED TO 08/15/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 08/15/17     |           |          | 1.3900          | 81.08 |                                            |
| Interest | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>20-75-079-6814326                                                                      | 08/21/17     |           | 70,000   | 0.0002          | 16.22 |                                            |
| Interest | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 10/15/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 10/15/16     | 10/17/16  |          | 1.5600          | 39.00 |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 11/15/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 11/15/16     |           |          | 1.5600          | 39.00 |                                            |
| Interest | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 12/15/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 12/15/16     |           |          | 1.5600          | 39.00 |                                            |
| Interest | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 01/15/17 PAYABLE 01/15/17<br>20-75-079-4493552 | 01/15/17     | 01/17/17  |          | 1.5600          | 39.00 |                                            |
| Interest | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 02/15/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 02/15/17     |           |          | 1.5600          | 39.00 |                                            |
| Interest | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 03/15/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 03/15/17     |           |          | 1.5600          | 39.00 |                                            |
| Interest | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 04/15/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 04/15/17     | 04/18/17  |          | 1.5600          | 39.00 |                                            |

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**Corporate debt**

| Activity              | Description                                                                                                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 05/15/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 05/15/17     |           |          | 1.5600          | 39.00   |                                            |
| Interest              | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 06/15/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 06/15/17     |           |          | 1.5600          | 39.00   |                                            |
| Interest              | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 07/15/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 07/15/17     | 07/17/17  |          | 1.5600          | 39.00   |                                            |
| Interest              | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 08/15/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 08/15/17     |           |          | 1.5600          | 39.00   |                                            |
| Interest              | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>INTEREST ON 30,000.00 PAR<br>ACCRUED TO 09/15/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 09/15/17     |           |          | 1.5600          | 39.00   |                                            |
| Accrued interest paid | ILLUMINA INC.<br>CONV<br>00.500% DUE 06/15/2021<br>20-75-079-3620912                                                                                                         | 05/11/17     |           | 14,000   | 0.0020          | - 28.39 |                                            |

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| Activity              | Description                                                                | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | ILLUMINA INC.<br>CONV<br>00.500% DUE 06/15/2021<br>20-75-079-3620912       | 06/15/17     |           | 14,000   | 0.0025          | 35.00   |                                            |
| Interest              | INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>20-75-079-3620912     | 11/15/16     |           | 8,000    | 0.0019          | 15.00   |                                            |
| Interest              | INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>20-75-079-3620912     | 03/03/17     |           | 5,000    | 0.0011          | 5.63    |                                            |
| Interest              | INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>20-75-079-3620912     | 03/24/17     |           | 3,000    | 0.0013          | 4.03    |                                            |
| Interest              | INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>20-75-079-3620912     | 05/01/17     |           | 4,000    | 0.0017          | 6.92    |                                            |
| Accrued interest paid | INPHI CORP<br>CONV<br>01.125% DUE 12/01/2020<br>20-75-079-3620912          | 12/28/16     |           | 12,000   | 0.0008          | - 10.13 |                                            |
| Interest              | INPHI CORP<br>CONV<br>01.125% DUE 12/01/2020<br>20-75-079-3620912          | 06/01/17     | 06/13/17  | 12,000   | 0.0056          | 67.50   |                                            |
| Interest              | INSULET CORPORATION<br>CONV<br>02.000% DUE 06/15/2019<br>20-75-079-3620912 | 12/15/16     |           | 15,000   | 0.0100          | 150.00  |                                            |
| Interest              | INSULET CORPORATION<br>CONV<br>02.000% DUE 06/15/2019<br>20-75-079-3620912 | 06/15/17     |           | 15,000   | 0.0100          | 150.00  |                                            |

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| Activity              | Description                                                                                | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | INTEGRA LIFESCIENCES CORP<br>SER 144A CONV<br>01.625% DUE 12/15/2016<br>20-75-079-3620912  | 11/03/16     |           | 12,000   | 0.0062          | 74.75   |                                            |
| Accrued interest paid | INTEGRATED DEVICE TECHNOLOGY<br>CONV<br>00.875% DUE 11/15/2022<br>20-75-079-3620912        | 11/22/16     |           | 16,000   | 0.0002          | - 2.72  |                                            |
| Interest              | INTEGRATED DEVICE TECHNOLOGY<br>CONV<br>00.875% DUE 11/15/2022<br>20-75-079-3620912        | 05/15/17     |           | 16,000   | 0.0044          | 70.00   |                                            |
| Accrued interest paid | INTEL CORP CONV 12/15/35<br>JR SUBORDINATED<br>02.950% DUE 12/15/2035<br>20-75-079-3620912 | 01/27/17     |           | 15,000   | 0.0034          | - 51.63 |                                            |
| Interest              | INTEL CORP CONV 12/15/35<br>JR SUBORDINATED<br>02.950% DUE 12/15/2035<br>20-75-079-3620912 | 06/15/17     |           | 15,000   | 0.0148          | 221.25  |                                            |
| Interest              | INTEL CORP CONV 12/15/35<br>JR SUBORDINATED<br>02.950% DUE 12/15/2035<br>20-75-079-3620912 | 06/15/17     | 06/16/17  | 15,000   | 0.0026          | 39.70   |                                            |
| Interest              | INTEL CORP<br>JR SUB DEB CONV<br>03.250% DUE 08/01/2039<br>20-75-079-3620912               | 02/01/17     |           | 41,000   | 0.0163          | 666.25  |                                            |
| Interest              | INTEL CORP<br>JR SUB DEB CONV<br>03.250% DUE 08/01/2039<br>20-75-079-3620912               | 07/06/17     |           | 5,000    | 0.0140          | 69.97   |                                            |
| Interest              | INTEL CORP<br>JR SUB DEB CONV<br>03.250% DUE 08/01/2039<br>20-75-079-3620912               | 08/01/17     |           | 36,000   | 0.0163          | 585.00  |                                            |

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| Activity              | Description                                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | INTEL CORP<br>CALL 01/29/2045 @ 100.000 UNSC<br>04.900% DUE 07/29/2045<br>20-75-079-4493552 | 01/29/17     | 01/30/17  | 15,000   | 0.0245          | 367.50   |                                            |
| Interest              | INTEL CORP<br>CALL 01/29/2045 @ 100.000 UNSC<br>04.900% DUE 07/29/2045<br>20-75-079-4493552 | 02/28/17     |           | 15,000   | 0.0039          | 59.21    |                                            |
| Interest              | INTERDIGITAL INC<br>CONV<br>01.500% DUE 03/01/2020<br>20-75-079-3620912                     | 03/01/17     |           | 24,000   | 0.0075          | 180.00   |                                            |
| Interest              | INTERDIGITAL INC<br>CONV<br>01.500% DUE 03/01/2020<br>20-75-079-3620912                     | 05/22/17     |           | 12,000   | 0.0034          | 40.50    |                                            |
| Interest              | INTERDIGITAL INC<br>CONV<br>01.500% DUE 03/01/2020<br>20-75-079-3620912                     | 07/17/17     |           | 12,000   | 0.0057          | 68.00    |                                            |
| Accrued interest paid | IBM CORP<br>UNSC<br>03.625% DUE 02/12/2024<br>20-75-079-6814326                             | 09/08/17     |           | 45,000   | 0.0026          | - 117.81 |                                            |
| Accrued interest paid | IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>20-75-079-3620912             | 11/16/16     |           | 18,000   | 0.0094          | - 169.88 |                                            |
| Interest              | IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>20-75-079-3620912             | 12/15/16     |           | 18,000   | 0.0113          | 202.50   |                                            |
| Accrued interest paid | IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>20-75-079-3620912             | 03/07/17     |           | 7,000    | 0.0051          | - 35.87  |                                            |



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| Activity              | Description                                                                     | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>20-75-079-3620912 | 06/15/17     |           | 25,000   | 0.0113          | 281.25  |                                            |
| Interest              | IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>20-75-079-3620912 | 08/18/17     |           | 13,000   | 0.0039          | 51.19   |                                            |
| Accrued interest paid | ISIS PHARMACEUTICALS INC<br>CONV<br>01.000% DUE 11/15/2021<br>20-75-079-3620912 | 12/08/16     |           | 13,000   | 0.0006          | - 8.31  |                                            |
| Accrued interest paid | ISIS PHARMACEUTICALS INC<br>CONV<br>01.000% DUE 11/15/2021<br>20-75-079-3620912 | 03/07/17     |           | 9,000    | 0.0031          | - 28.00 |                                            |
| Interest              | ISIS PHARMACEUTICALS INC<br>CONV<br>01.000% DUE 11/15/2021<br>20-75-079-3620912 | 05/15/17     |           | 22,000   | 0.0050          | 110.00  |                                            |
| Accrued interest paid | ISIS PHARMACEUTICALS INC<br>CONV<br>01.000% DUE 11/15/2021<br>20-75-079-3620912 | 07/27/17     |           | 8,000    | 0.0020          | - 16.00 |                                            |
| Accrued interest paid | JDS UNIPHASE CORP<br>CONV<br>00.625% DUE 08/15/2033<br>20-75-079-3620912        | 12/20/16     |           | 14,000   | 0.0022          | - 30.38 |                                            |
| Accrued interest paid | JDS UNIPHASE CORP<br>CONV<br>00.625% DUE 08/15/2033<br>20-75-079-3620912        | 12/22/16     |           | 7,000    | 0.0022          | - 15.43 |                                            |
| Interest              | JDS UNIPHASE CORP<br>CONV<br>00.625% DUE 08/15/2033<br>20-75-079-3620912        | 02/15/17     |           | 21,000   | 0.0031          | 65.63   |                                            |

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| Activity              | Description                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | JDS UNIPHASE CORP<br>CONV<br>00.625% DUE 08/15/2033<br>20-75-079-3620912     | 08/15/17     |           | 21,000   | 0.0031          | 65.63    |                                            |
| Interest              | JP MORGAN CHASE & CO<br>NOTES<br>06.000% DUE 01/15/2018<br>20-75-079-4493552 | 01/15/17     | 01/17/17  | 60,000   | 0.0300          | 1,800.00 |                                            |
| Interest              | JP MORGAN CHASE & CO<br>NOTES<br>06.000% DUE 01/15/2018<br>20-75-079-6814326 | 07/15/17     | 07/17/17  | 60,000   | 0.0300          | 1,800.00 |                                            |
| Interest              | JP MORGAN CHASE & CO<br>NOTES<br>06.000% DUE 01/15/2018<br>20-75-079-6814326 | 07/27/17     |           | 60,000   | 0.0020          | 120.00   |                                            |
| Accrued interest paid | JPMORGAN CHASE & CO<br>SUB<br>03.875% DUE 09/10/2024<br>20-75-079-6814326    | 09/18/17     |           | 50,000   | 0.0009          | - 43.06  |                                            |
| Interest              | JAZZ INVTS I LTD<br>CONV<br>01.875% DUE 08/15/2021<br>20-75-079-3620912      | 02/15/17     |           | 25,000   | 0.0094          | 234.38   |                                            |
| Accrued interest paid | JAZZ INVTS I LTD<br>CONV<br>01.875% DUE 08/15/2021<br>20-75-079-3620912      | 05/15/17     |           | 9,000    | 0.0047          | - 42.19  |                                            |
| Interest              | JAZZ INVTS I LTD<br>CONV<br>01.875% DUE 08/15/2021<br>20-75-079-3620912      | 08/15/17     |           | 34,000   | 0.0094          | 318.75   |                                            |

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**Corporate debt**

| Activity | Description                                                                                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 10/15/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 10/15/16     | 10/17/16  |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 11/15/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 11/15/16     |           |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 12/15/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 12/15/16     |           |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 01/15/17 PAYABLE 01/15/17<br>20-75-079-4493552 | 01/15/17     | 01/17/17  |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 02/15/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 02/15/17     |           |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 03/15/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 03/15/17     |           |          | 1.3600          | 45.33 |                                            |

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| Activity | Description                                                                                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 04/15/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 04/15/17     | 04/18/17  |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 05/15/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 05/15/17     |           |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 06/15/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 06/15/17     |           |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 07/15/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 07/15/17     | 07/17/17  |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 08/15/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 08/15/17     |           |          | 1.3600          | 45.33 |                                            |
| Interest | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>INTEREST ON 40,000.00 PAR<br>ACCRUED TO 09/15/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 09/15/17     |           |          | 1.3600          | 45.33 |                                            |

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| Activity              | Description                                                                                         | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | JOHNSON & JOHNSON<br>CALL 09/01/2035 @ 100.000 UNSC<br>03.550% DUE 03/01/2036<br>20-75-079-4493552  | 02/28/17     |           | 65,000   | 0.0175          | 1,134.52 |                                            |
| Interest              | J2 GLOBAL COMMUNICATIONS<br>CONV<br>03.250% DUE 06/15/2029<br>20-75-079-3620912                     | 12/15/16     |           | 11,000   | 0.0163          | 178.75   |                                            |
| Interest              | J2 GLOBAL COMMUNICATIONS<br>CONV<br>03.250% DUE 06/15/2029<br>20-75-079-3620912                     | 06/15/17     |           | 11,000   | 0.0163          | 178.75   |                                            |
| Interest              | J2 GLOBAL COMMUNICATIONS<br>CONV<br>03.250% DUE 06/15/2029<br>20-75-079-3620912                     | 07/12/17     |           | 11,000   | 0.0024          | 26.81    |                                            |
| Accrued interest paid | KB HOME<br>CONV<br>01.375% DUE 02/01/2019<br>20-75-079-3620912                                      | 07/05/17     |           | 20,000   | 0.0059          | - 117.64 |                                            |
| Interest              | KB HOME<br>CONV<br>01.375% DUE 02/01/2019<br>20-75-079-3620912                                      | 08/01/17     |           | 20,000   | 0.0069          | 137.50   |                                            |
| Interest              | KENTUCKY UTILITIES<br>CALL 05/15/2043 @ 100.000 MORT<br>04.650% DUE 11/15/2043<br>20-75-079-4493552 | 11/14/16     | 11/15/16  | 40,000   | 0.0233          | 930.00   |                                            |
| Interest              | KENTUCKY UTILITIES<br>CALL 05/15/2043 @ 100.000 MORT<br>04.650% DUE 11/15/2043<br>20-75-079-4493552 | 05/14/17     | 05/15/17  | 40,000   | 0.0233          | 930.00   |                                            |
| Interest              | KENTUCKY UTILITIES<br>CALL 05/15/2043 @ 100.000 MORT<br>04.650% DUE 11/15/2043<br>20-75-079-6814326 | 08/03/17     |           | 40,000   | 0.0101          | 403.00   |                                            |

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|----------|------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest | KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>20-75-079-4493552             | 01/15/17     | 01/17/17  | 40,000   | 0.0348          | 1,390.00 |                                            |
| Interest | KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>20-75-079-4493552             | 02/28/17     |           | 15,000   | 0.0083          | 124.52   |                                            |
| Interest | KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>20-75-079-6814326             | 07/15/17     | 07/17/17  | 25,000   | 0.0348          | 868.75   |                                            |
| Interest | KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>20-75-079-6814326             | 09/12/17     |           | 25,000   | 0.0110          | 275.10   |                                            |
| Interest | KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>20-75-079-4493552 | 02/01/17     |           | 50,000   | 0.0193          | 962.50   |                                            |
| Interest | KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>20-75-079-4493552 | 02/28/17     |           | 10,000   | 0.0029          | 28.88    |                                            |
| Interest | KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>20-75-079-6814326 | 07/26/17     |           | 40,000   | 0.0187          | 748.61   |                                            |
| Interest | LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>20-75-079-3620912                   | 11/15/16     |           | 20,000   | 0.0063          | 125.00   |                                            |
| Interest | LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>20-75-079-3620912                   | 05/01/17     |           | 5,000    | 0.0058          | 28.82    |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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*Detail*

**Corporate debt**

| Activity              | Description                                                                      | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>20-75-079-3620912     | 05/15/17     |           | 15,000   | 0.0063          | 93.75      |                                            |
| Interest              | LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>20-75-079-3620912     | 07/31/17     |           | 2,000    | 0.0026          | 5.28       |                                            |
| Interest              | LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>20-75-079-3620912     | 08/14/17     |           | 5,000    | 0.0031          | 15.45      |                                            |
| Interest              | LIBERTY MEDIA CORP<br>CONV<br>01.375% DUE 10/15/2023<br>20-75-079-3620912        | 10/15/16     | 10/17/16  | 27,000   | 0.0069          | 185.63     |                                            |
| Interest              | LIBERTY MEDIA CORP<br>CONV<br>01.375% DUE 10/15/2023<br>20-75-079-3620912        | 04/15/17     | 04/17/17  | 27,000   | 0.0069          | 185.63     |                                            |
| Accrued interest paid | LINCOLN NATIONAL CORP<br>SR UNSEC<br>06.250% DUE 02/15/2020<br>20-75-079-6814326 | 07/26/17     |           | 100,000  | 0.0280          | - 2,795.14 |                                            |
| Interest              | LINCOLN NATIONAL CORP<br>SR UNSEC<br>06.250% DUE 02/15/2020<br>20-75-079-6814326 | 08/15/17     |           | 100,000  | 0.0313          | 3,125.00   |                                            |
| Accrued interest paid | LIVE NATION ENTERTAINMENT<br>CONV<br>02.500% DUE 05/15/2019<br>20-75-079-3620912 | 10/11/16     |           | 19,000   | 0.0101          | - 192.64   |                                            |
| Interest              | LIVE NATION ENTERTAINMENT<br>CONV<br>02.500% DUE 05/15/2019<br>20-75-079-3620912 | 11/15/16     |           | 19,000   | 0.0125          | 238.15     |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                           | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | LIVE NATION ENTERTAINMENT CONV<br>02.500% DUE 05/15/2019<br>20-75-079-3620912                         | 05/15/17     |           | 19,000   | 0.0125          | 238.15   |                                            |
| Interest              | LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>20-75-079-4493552 | 02/28/17     |           | 10,000   | 0.0187          | 186.83   |                                            |
| Interest              | LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>20-75-079-4493552 | 03/01/17     |           | 25,000   | 0.0190          | 475.00   |                                            |
| Interest              | LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>20-75-079-6814326 | 08/03/17     |           | 25,000   | 0.0160          | 401.11   |                                            |
| Interest              | LOWES COMPANIES INC<br>NOTES<br>05.800% DUE 04/15/2040<br>20-75-079-4493552                           | 10/15/16     | 10/17/16  | 45,000   | 0.0290          | 1,305.00 |                                            |
| Interest              | LOWES COMPANIES INC<br>NOTES<br>05.800% DUE 04/15/2040<br>20-75-079-4493552                           | 04/15/17     | 04/17/17  | 45,000   | 0.0290          | 1,305.00 |                                            |
| Interest              | LOWES COMPANIES INC<br>NOTES<br>05.800% DUE 04/15/2040<br>20-75-079-4493552                           | 05/04/17     |           | 45,000   | 0.0031          | 137.75   |                                            |
| Accrued interest paid | MACQUARIE INFRASTRUCTURE CONV<br>02.875% DUE 07/15/2019<br>20-75-079-3620912                          | 10/12/16     |           | 6,000    | 0.0069          | - 41.69  |                                            |
| Interest              | MACQUARIE INFRASTRUCTURE CONV<br>02.875% DUE 07/15/2019<br>20-75-079-3620912                          | 01/15/17     | 01/17/17  | 20,000   | 0.0144          | 287.50   |                                            |



*Detail*
**Corporate debt**

| Activity              | Description                                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | MACQUARIE INFRASTRUCTURE CONV<br>02.875% DUE 07/15/2019<br>20-75-079-3620912                       | 07/15/17     | 07/17/17  | 20,000   | 0.0144          | 287.50  |                                            |
| Interest              | MEDICINES COMPANY CONV<br>02.500% DUE 01/15/2022<br>20-75-079-3620912                              | 01/15/17     | 01/17/17  | 8,000    | 0.0125          | 100.00  |                                            |
| Interest              | MEDICINES COMPANY CONV<br>02.500% DUE 01/15/2022<br>20-75-079-3620912                              | 07/15/17     | 07/17/17  | 8,000    | 0.0125          | 100.00  |                                            |
| Accrued interest paid | MEDIDATA SOLUTIONS INC CONV<br>01.000% DUE 08/01/2018<br>20-75-079-3620912                         | 10/03/16     |           | 13,000   | 0.0017          | - 22.39 |                                            |
| Interest              | MEDIDATA SOLUTIONS INC CONV<br>01.000% DUE 08/01/2018<br>20-75-079-3620912                         | 02/01/17     |           | 13,000   | 0.0050          | 65.00   |                                            |
| Interest              | MEDIDATA SOLUTIONS INC CONV<br>01.000% DUE 08/01/2018<br>20-75-079-3620912                         | 08/01/17     |           | 13,000   | 0.0050          | 65.00   |                                            |
| Interest              | MEDTRONIC GLOBAL HLDINGS SEDOL ISIN US58507LAC37<br>03.350% DUE 04/01/2027<br>20-75-079-6814326    | 07/25/17     |           | 25,000   | 0.0109          | 272.19  |                                            |
| Interest              | MENTOR GRAPHICS CORP SUB DEBT CALL 4/5/16 @ 101.143<br>04.000% DUE 04/01/2031<br>20-75-079-3620912 | 10/01/16     | 10/03/16  | 16,000   | 0.0200          | 320.00  |                                            |
| Interest              | MENTOR GRAPHICS CORP SUB DEBT CALL 4/5/16 @ 101.143<br>04.000% DUE 04/01/2031<br>20-75-079-3620912 | 10/24/16     |           | 9,000    | 0.0026          | 23.00   |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                           | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | MENTOR GRAPHICS CORP<br>SUB DEBT CALL 4/5/16 @ 101.143<br>04.000% DUE 04/01/2031<br>20-75-079-3620912 | 11/18/16     |           | 7,000    | 0.0052          | 36.56    |                                            |
| Interest              | MERCADOLIBRE INC<br>CONV<br>02.250% DUE 07/01/2019<br>20-75-079-3620912                               | 01/01/17     | 01/03/17  | 7,000    | 0.0113          | 78.75    |                                            |
| Interest              | MERCADOLIBRE INC<br>CONV<br>02.250% DUE 07/01/2019<br>20-75-079-3620912                               | 05/22/17     |           | 3,000    | 0.0088          | 26.44    |                                            |
| Interest              | MERCADOLIBRE INC<br>CONV<br>02.250% DUE 07/01/2019<br>20-75-079-3620912                               | 07/01/17     | 07/03/17  | 4,000    | 0.0113          | 45.00    |                                            |
| Accrued interest paid | MICROSOFT CORP<br>CALL 08/03/2020 @ 100.000 UNSC<br>03.125% DUE 11/03/2025<br>20-75-079-6814326       | 07/31/17     |           | 20,000   | 0.0076          | - 152.78 |                                            |
| Accrued interest paid | MICROSOFT CORP<br>CALL 08/03/2020 @ 100.000 UNSC<br>03.125% DUE 11/03/2025<br>20-75-079-6814326       | 07/31/17     |           | 15,000   | 0.0076          | - 114.58 |                                            |
| Interest              | MICROCHIP TECHNOLOGY INC<br>CONVERTIBLE<br>02.125% DUE 12/15/2037<br>20-75-079-3620912                | 12/15/16     |           | 9,000    | 0.0106          | 95.63    |                                            |
| Interest              | MICROCHIP TECHNOLOGY INC<br>CONVERTIBLE<br>02.125% DUE 12/15/2037<br>20-75-079-3620912                | 03/03/17     |           | 3,000    | 0.0046          | 13.81    |                                            |
| Interest              | MICROCHIP TECHNOLOGY INC<br>CONVERTIBLE<br>02.125% DUE 12/15/2037<br>20-75-079-3620912                | 06/15/17     |           | 6,000    | 0.0106          | 63.75    |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | MICROCHIP TECHNOLOGY INC<br>CONV<br>01.625% DUE 02/15/2025<br>20-75-079-3620912    | 02/15/17     |           | 32,000   | 0.0081          | 260.00  |                                            |
| Interest              | MICROCHIP TECHNOLOGY INC<br>CONV<br>01.625% DUE 02/15/2025<br>20-75-079-3620912    | 08/15/17     |           | 32,000   | 0.0081          | 260.00  |                                            |
| Interest              | MICRON TECHNOLOGY INC<br>CONV<br>02.125% DUE 02/15/2033<br>20-75-079-3620912       | 02/15/17     |           | 16,000   | 0.0106          | 170.00  |                                            |
| Interest              | MICRON TECHNOLOGY INC<br>CONV<br>02.125% DUE 02/15/2033<br>20-75-079-3620912       | 08/15/17     |           | 16,000   | 0.0106          | 170.00  |                                            |
| Accrued interest paid | MICRON TECHNOLOGY INC<br>CONV SER G<br>03.000% DUE 11/15/2043<br>20-75-079-3620912 | 01/31/17     |           | 15,000   | 0.0063          | - 95.00 |                                            |
| Interest              | MICRON TECHNOLOGY INC<br>CONV SER G<br>03.000% DUE 11/15/2043<br>20-75-079-3620912 | 05/15/17     |           | 15,000   | 0.0150          | 225.00  |                                            |
| Accrued interest paid | MOLINA HEALTHCARE INC<br>CONV<br>01.625% DUE 08/15/2044<br>20-75-079-3620912       | 01/25/17     |           | 9,000    | 0.0072          | - 65.00 |                                            |
| Interest              | MOLINA HEALTHCARE INC<br>CONV<br>01.625% DUE 08/15/2044<br>20-75-079-3620912       | 02/15/17     |           | 30,000   | 0.0081          | 243.75  |                                            |
| Interest              | MOLINA HEALTHCARE INC<br>CONV<br>01.625% DUE 08/15/2044<br>20-75-079-3620912       | 08/15/17     |           | 30,000   | 0.0081          | 243.75  |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                            | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>20-75-079-4493552  | 01/18/17     |           | 25,000   | 0.0049          | - 122.48 |                                            |
| Interest              | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>20-75-079-4493552  | 02/28/17     |           | 10,000   | 0.0073          | 72.60    |                                            |
| Interest              | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>20-75-079-4493552  | 04/25/17     |           | 15,000   | 0.0106          | 159.38   |                                            |
| Interest              | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>20-75-079-4493552  | 07/27/17     |           | 15,000   | 0.0054          | 81.46    |                                            |
| Accrued interest paid | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>20-75-079-4493552  | 01/17/17     |           | 25,000   | 0.0044          | - 109.38 |                                            |
| Interest              | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>20-75-079-4493552  | 02/28/17     |           | 10,000   | 0.0074          | 73.65    |                                            |
| Interest              | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>20-75-079-4493552  | 05/17/17     |           | 15,000   | 0.0131          | 196.88   |                                            |
| Interest              | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>20-75-079-4493552  | 07/11/17     |           | 15,000   | 0.0039          | 59.06    |                                            |
| Accrued interest paid | MORGAN STANLEY<br>NOTES<br>05.500% DUE 01/26/2020<br>20-75-079-6814326 | 08/23/17     |           | 100,000  | 0.0041          | - 412.50 |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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**Corporate debt**

| Activity              | Description                                                                     | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | MORGAN STANLEY<br>NOTES<br>05.500% DUE 01/26/2020<br>20-75-079-6814326          | 09/18/17     |           | 100,000  | 0.0079          | 794.44     |                                            |
| Accrued interest paid | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>20-75-079-4493552            | 01/13/17     |           | 15,000   | 0.0058          | - 87.13    |                                            |
| Interest              | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>20-75-079-4493552            | 02/28/17     |           | 5,000    | 0.0109          | 54.67      |                                            |
| Interest              | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>20-75-079-4493552            | 05/22/17     |           | 10,000   | 0.0205          | 205.00     |                                            |
| Interest              | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>20-75-079-6814326            | 08/28/17     |           | 10,000   | 0.0109          | 109.33     |                                            |
| Accrued interest paid | MORGAN STANLEY<br>UNSC<br>03.700% DUE 10/23/2024<br>20-75-079-6814326           | 09/01/17     |           | 80,000   | 0.0132          | - 1,052.44 |                                            |
| Interest              | NXP SEMICONDUCTORS N V<br>CONV<br>01.000% DUE 12/01/2019<br>20-75-079-3620912   | 11/22/16     |           | 12,000   | 0.0048          | 57.00      |                                            |
| Interest              | NATIONAL HEALTH INVESTOR<br>CONV<br>03.250% DUE 04/01/2021<br>20-75-079-3620912 | 10/01/16     | 10/03/16  | 23,000   | 0.0163          | 373.75     |                                            |
| Interest              | NATIONAL HEALTH INVESTOR<br>CONV<br>03.250% DUE 04/01/2021<br>20-75-079-3620912 | 04/01/17     | 04/03/17  | 23,000   | 0.0163          | 373.75     |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | NATIONAL RURAL UTILITIES<br>NTS SERIES MTNC<br>08.000% DUE 03/01/2032<br>20-75-079-6814326                | 09/29/17     |           | 65,000   | 0.0062          | - 404.44 |                                            |
| Accrued interest paid | NATIONAL RURAL UTIL COOP<br>CALL 12/27/2019 @ 100.000 CLTL<br>02.000% DUE 01/27/2020<br>20-75-079-6814326 | 08/23/17     |           | 50,000   | 0.0014          | - 72.22  |                                            |
| Accrued interest paid | NAVISTAR INTL CORP<br>CONV<br>04.750% DUE 04/15/2019<br>20-75-079-3620912                                 | 09/28/17     |           | 10,000   | 0.0215          | - 215.07 |                                            |
| Accrued interest paid | NAVISTAR INTL CORP<br>CONV<br>04.750% DUE 04/15/2019<br>20-75-079-3620912                                 | 09/29/17     |           | 10,000   | 0.0216          | - 216.39 |                                            |
| Accrued interest paid | NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>20-75-079-3620912                      | 10/25/16     |           | 14,000   | 0.0045          | - 63.19  |                                            |
| Interest              | NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>20-75-079-3620912                      | 01/15/17     | 01/17/17  | 32,000   | 0.0081          | 260.00   |                                            |
| Interest              | NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>20-75-079-3620912                      | 01/31/17     |           | 16,000   | 0.0007          | 11.56    |                                            |
| Interest              | NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>20-75-079-3620912                      | 03/22/17     |           | 16,000   | 0.0030          | 48.39    |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 10/15/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 10/15/16     | 10/17/16  |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 11/15/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 11/15/16     |           |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 12/15/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 12/15/16     |           |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 01/15/17 PAYABLE 01/15/17<br>20-75-079-4493552 | 01/15/17     | 01/17/17  |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 02/15/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 02/15/17     |           |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 03/15/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 03/15/17     |           |          | 1.1800          | 73.75 |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 04/15/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 04/15/17     | 04/18/17  |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 05/15/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 05/15/17     |           |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 06/15/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 06/15/17     |           |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 07/15/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 07/15/17     | 07/17/17  |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 08/15/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 08/15/17     |           |          | 1.1800          | 73.75 |                                            |
| Interest | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>INTEREST ON 75,000.00 PAR<br>ACCRUED TO 09/15/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 09/15/17     |           |          | 1.1800          | 73.75 |                                            |



*Detail*
**Corporate debt**

| Activity              | Description                                                                           | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | NORTHERN TRUST CORP<br>SR UNSEC<br>03.375% DUE 08/23/2021<br>20-75-079-4493552        | 02/23/17     |           | 30,000   | 0.0169          | 506.25   |                                            |
| Interest              | NORTHERN TRUST CORP<br>SR UNSEC<br>03.375% DUE 08/23/2021<br>20-75-079-6814326        | 08/14/17     |           | 30,000   | 0.0160          | 480.94   |                                            |
| Interest              | NOVELLUS SYSTEMS INC<br>CONV SR UNSECD<br>02.625% DUE 05/15/2041<br>20-75-079-3620912 | 11/15/16     |           | 8,000    | 0.0131          | 105.00   |                                            |
| Interest              | NOVELLUS SYSTEMS INC<br>CONV SR UNSECD<br>02.625% DUE 05/15/2041<br>20-75-079-3620912 | 05/15/17     |           | 8,000    | 0.0131          | 105.00   |                                            |
| Interest              | NUANCE COMMUNICATIONS<br>CONV<br>01.500% DUE 11/01/2035<br>20-75-079-3620912          | 11/01/16     |           | 12,000   | 0.0075          | 90.00    |                                            |
| Interest              | NUANCE COMMUNICATIONS<br>CONV<br>01.500% DUE 11/01/2035<br>20-75-079-3620912          | 05/01/17     |           | 12,000   | 0.0075          | 90.00    |                                            |
| Accrued interest paid | NUANCE COMMUNICATIONS<br>CONV<br>01.500% DUE 11/01/2035<br>20-75-079-3620912          | 05/15/17     |           | 9,000    | 0.0006          | - 5.25   |                                            |
| Accrued interest paid | NUCOR CORP<br>NOTES<br>05.850% DUE 06/01/2018<br>20-75-079-6814326                    | 07/10/17     |           | 100,000  | 0.0063          | - 633.75 |                                            |
| Interest              | NUCOR CORP<br>NOTES<br>05.850% DUE 06/01/2018<br>20-75-079-6814326                    | 09/29/17     |           | 50,000   | 0.0192          | 958.75   |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                         | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 10/17/16     |           | 3,000    | 0.0038          | 11.33 |                                            |
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 10/24/16     |           | 4,000    | 0.0040          | 15.89 |                                            |
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 12/01/16     |           | 17,000   | 0.0050          | 85.00 |                                            |
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 12/06/16     |           | 2,000    | 0.0001          | 0.28  |                                            |
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 01/04/17     |           | 1,000    | 0.0009          | 0.92  |                                            |
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 03/03/17     | 03/07/17  | 9,000    | 0.0026          | 23.00 |                                            |
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 04/06/17     |           | 1,000    | 0.0035          | 3.47  |                                            |
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 05/23/17     |           | 2,000    | 0.0048          | 9.56  |                                            |
| Interest | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12 | 06/01/17     |           | 2,000    | 0.0050          | 10.00 |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                         | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-3620912                  | 06/28/17     |           | 1,000    | 0.0008          | 0.75    |                                            |
| Interest              | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-3620912                  | 08/15/17     |           | 1,000    | 0.0021          | 2.06    |                                            |
| Interest              | NUVASIVE INC<br>SR UNSEC CONVERTIBLE<br>02.750% DUE 07/01/2017<br>20-75-079-3620912 | 12/07/16     |           | 10,000   | 0.0119          | 119.17  |                                            |
| Accrued interest paid | NUVASIVE INC<br>CONV<br>02.250% DUE 03/15/2021<br>20-75-079-3620912                 | 03/22/17     |           | 23,000   | 0.0004          | - 10.06 |                                            |
| Interest              | NUVASIVE INC<br>CONV<br>02.250% DUE 03/15/2021<br>20-75-079-3620912                 | 08/02/17     |           | 11,000   | 0.0086          | 94.19   |                                            |
| Interest              | NUVASIVE INC<br>CONV<br>02.250% DUE 03/15/2021<br>20-75-079-3620912                 | 09/15/17     |           | 12,000   | 0.0112          | 134.25  |                                            |
| Accrued interest paid | OASIS PETROLEUM INC<br>CONV<br>02.625% DUE 09/15/2023<br>20-75-079-3620912          | 11/22/16     |           | 11,000   | 0.0046          | - 50.53 |                                            |
| Interest              | OASIS PETROLEUM INC<br>CONV<br>02.625% DUE 09/15/2023<br>20-75-079-3620912          | 03/15/17     |           | 11,000   | 0.0128          | 141.17  |                                            |
| Interest              | OASIS PETROLEUM INC<br>CONV<br>02.625% DUE 09/15/2023<br>20-75-079-3620912          | 09/15/17     |           | 11,000   | 0.0131          | 144.38  |                                            |

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| Activity              | Description                                                                                            | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>20-75-079-3620912                 | 01/12/17     |           | 8,000    | 0.0122          | 97.50    |                                            |
| Interest              | OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>20-75-079-3620912                 | 03/15/17     |           | 11,000   | 0.0188          | 206.25   |                                            |
| Interest              | OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>20-75-079-3620912                 | 08/29/17     |           | 5,000    | 0.0171          | 85.42    |                                            |
| Interest              | OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>20-75-079-3620912                 | 08/31/17     |           | 6,000    | 0.0173          | 103.75   |                                            |
| Accrued interest paid | OMNICON GROUP INC<br>CALL 08/01/2024 @ 100.000 COGT<br>03.650% DUE 11/01/2024<br>20-75-079-6814326     | 08/14/17     |           | 50,000   | 0.0104          | - 522.15 |                                            |
| Interest              | ON SEMICONDUCTOR CORP<br>CONV SER B CALL 12/20/16 @ 100<br>02.625% DUE 12/15/2026<br>20-75-079-3620912 | 12/06/16     |           | 20,000   | 0.0125          | 249.38   |                                            |
| Accrued interest paid | ON SEMICONDUCTOR CORP<br>CONV<br>01.000% DUE 12/01/2020<br>20-75-079-3620912                           | 12/06/16     |           | 23,000   | 0.0001          | - 3.19   |                                            |
| Interest              | ON SEMICONDUCTOR CORP<br>CONV<br>01.000% DUE 12/01/2020<br>20-75-079-3620912                           | 06/01/17     |           | 23,000   | 0.0050          | 115.00   |                                            |
| Accrued interest paid | PDC ENERGY INC<br>CONV<br>01.125% DUE 09/15/2021<br>20-75-079-3620912                                  | 11/18/16     |           | 15,000   | 0.0020          | - 30.00  |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                    | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | PDC ENERGY INC<br>CONV<br>01.125% DUE 09/15/2021<br>20-75-079-3620912          | 03/15/17     |           | 15,000   | 0.0057          | 84.84    |                                            |
| Interest              | PDC ENERGY INC<br>CONV<br>01.125% DUE 09/15/2021<br>20-75-079-3620912          | 08/29/17     |           | 15,000   | 0.0051          | 76.88    |                                            |
| Accrued interest paid | PHILIP MORRIS INTL INC<br>UNSC<br>03.250% DUE 11/10/2024<br>20-75-079-6814326  | 09/05/17     |           | 30,000   | 0.0104          | - 311.46 |                                            |
| Interest              | PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>20-75-079-3620912 | 03/15/17     |           | 17,000   | 0.0050          | 85.00    |                                            |
| Interest              | PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>20-75-079-3620912 | 08/11/17     |           | 1,000    | 0.0041          | 4.06     |                                            |
| Interest              | PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>20-75-079-3620912 | 09/15/17     |           | 16,000   | 0.0050          | 80.00    |                                            |
| Interest              | PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>20-75-079-3620912 | 09/25/17     |           | 3,000    | 0.0003          | 0.83     |                                            |
| Interest              | PRICELINE GROUP INC/THE<br>CONV<br>00.350% DUE 06/15/2020<br>20-75-079-3620912 | 12/15/16     |           | 49,000   | 0.0018          | 85.75    |                                            |
| Interest              | PRICELINE GROUP INC/THE<br>CONV<br>00.350% DUE 06/15/2020<br>20-75-079-3620912 | 05/11/17     |           | 21,000   | 0.0014          | 29.81    |                                            |

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**Corporate debt**

| Activity              | Description                                                                     | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | PRICELINE GROUP INC/THE CONV<br>00.350% DUE 06/15/2020<br>20-75-079-3620912     | 06/15/17     |           | 28,000   | 0.0018          | 49.00    |                                            |
| Interest              | PRICELINE GROUP INC/THE CONV<br>00.350% DUE 06/15/2020<br>20-75-079-3620912     | 08/11/17     |           | 10,000   | 0.0005          | 5.44     |                                            |
| Accrued interest paid | PRICELINE GROUP INC/THE CONV<br>00.900% DUE 09/15/2021<br>20-75-079-3620912     | 05/11/17     |           | 26,000   | 0.0014          | - 36.40  |                                            |
| Accrued interest paid | PRICELINE GROUP INC/THE CONV<br>00.900% DUE 09/15/2021<br>20-75-079-3620912     | 08/11/17     |           | 23,000   | 0.0037          | - 83.95  |                                            |
| Interest              | PRICELINE GROUP INC/THE CONV<br>00.900% DUE 09/15/2021<br>20-75-079-3620912     | 09/15/17     |           | 49,000   | 0.0045          | 220.50   |                                            |
| Accrued interest paid | PRIMERICA INC<br>SR UNSEC<br>04.750% DUE 07/15/2022<br>20-75-079-6814326        | 07/25/17     |           | 110,000  | 0.0013          | - 145.14 |                                            |
| Interest              | PRINCIPAL FINANCIAL GROU<br>COGT<br>03.400% DUE 05/15/2025<br>20-75-079-4493552 | 11/15/16     |           | 35,000   | 0.0170          | 595.00   |                                            |
| Interest              | PRINCIPAL FINANCIAL GROU<br>COGT<br>03.400% DUE 05/15/2025<br>20-75-079-4493552 | 05/15/17     |           | 35,000   | 0.0170          | 595.00   |                                            |
| Interest              | PRINCIPAL FINANCIAL GROU<br>COGT<br>03.400% DUE 05/15/2025<br>20-75-079-6814326 | 08/31/17     |           | 35,000   | 0.0100          | 350.39   |                                            |

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**Corporate debt**

| Activity              | Description                                                               | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>20-75-079-4493552   | 01/15/17     | 01/17/17  | 30,000   | 0.0095          | 285.83     |                                            |
| Interest              | PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>20-75-079-4493552   | 02/28/17     |           | 5,000    | 0.0029          | 14.63      |                                            |
| Interest              | PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>20-75-079-6814326   | 07/15/17     | 07/17/17  | 25,000   | 0.0123          | 306.25     |                                            |
| Interest              | PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>20-75-079-6814326   | 09/15/17     |           | 25,000   | 0.0041          | 102.08     |                                            |
| Interest              | PROOFPOINT INC<br>CONV<br>00.750% DUE 06/15/2020<br>20-75-079-3620912     | 12/15/16     |           | 13,000   | 0.0038          | 48.75      |                                            |
| Accrued interest paid | PROOFPOINT INC<br>CONV<br>00.750% DUE 06/15/2020<br>20-75-079-3620912     | 06/06/17     |           | 9,000    | 0.0036          | - 32.06    |                                            |
| Interest              | PROOFPOINT INC<br>CONV<br>00.750% DUE 06/15/2020<br>20-75-079-3620912     | 06/15/17     |           | 22,000   | 0.0038          | 82.50      |                                            |
| Accrued interest paid | PROVIDENT COS INC<br>SR NT<br>07.250% DUE 03/15/2028<br>20-75-079-6814326 | 08/28/17     |           | 40,000   | 0.0328          | - 1,313.06 |                                            |
| Interest              | PROVIDENT COS INC<br>SR NT<br>07.250% DUE 03/15/2028<br>20-75-079-6814326 | 09/15/17     |           | 40,000   | 0.0363          | 1,450.00   |                                            |

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| Activity              | Description                                                                                       | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | QUIDEL CORP<br>CONV<br>03.250% DUE 12/15/2020<br>20-75-079-3620912                                | 07/05/17     |           | 13,000   | 0.0018          | - 23.47  |                                            |
| Interest              | RPM INTERNATIONAL INC<br>CONV<br>02.250% DUE 12/15/2020<br>20-75-079-3620912                      | 12/15/16     |           | 15,000   | 0.0113          | 168.75   |                                            |
| Interest              | RPM INTERNATIONAL INC<br>CONV<br>02.250% DUE 12/15/2020<br>20-75-079-3620912                      | 06/15/17     |           | 15,000   | 0.0113          | 168.75   |                                            |
| Interest              | RTI INTERNATIONAL METALS<br>CONV<br>01.625% DUE 10/15/2019<br>20-75-079-3620912                   | 10/15/16     | 10/17/16  | 20,000   | 0.0081          | 162.50   |                                            |
| Interest              | RTI INTERNATIONAL METALS<br>CONV<br>01.625% DUE 10/15/2019<br>20-75-079-3620912                   | 04/15/17     | 04/17/17  | 20,000   | 0.0081          | 162.50   |                                            |
| Accrued interest paid | REALTY INCOME CORP<br>SR UNSECD CALL 07/15/22 @100<br>03.250% DUE 10/15/2022<br>20-75-079-4493552 | 03/17/17     |           | 25,000   | 0.0137          | - 343.06 |                                            |
| Interest              | REALTY INCOME CORP<br>SR UNSECD CALL 07/15/22 @100<br>03.250% DUE 10/15/2022<br>20-75-079-4493552 | 04/15/17     | 04/17/17  | 25,000   | 0.0163          | 406.25   |                                            |
| Interest              | REALTY INCOME CORP<br>SR UNSECD CALL 07/15/22 @100<br>03.250% DUE 10/15/2022<br>20-75-079-6814326 | 08/28/17     |           | 25,000   | 0.0120          | 300.17   |                                            |
| Interest              | RED HAT INC<br>CONV<br>00.250% DUE 10/01/2019<br>20-75-079-3620912                                | 10/01/16     | 10/03/16  | 26,000   | 0.0013          | 32.50    |                                            |



*Detail*

**Corporate debt**

| Activity              | Description                                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | RED HAT INC<br>CONV<br>00.250% DUE 10/01/2019<br>20-75-079-3620912                                 | 04/01/17     | 04/03/17  | 26,000   | 0.0013          | 32.50    |                                            |
| Interest              | ROGERS COMMUNICATIONS IN<br>SEDOL ISIN US775109BB60<br>05.000% DUE 03/15/2044<br>20-75-079-4493552 | 03/15/17     |           | 35,000   | 0.0250          | 875.00   |                                            |
| Interest              | ROGERS COMMUNICATIONS IN<br>SEDOL ISIN US775109BB60<br>05.000% DUE 03/15/2044<br>20-75-079-6814326 | 07/28/17     |           | 35,000   | 0.0185          | 646.53   |                                            |
| Interest              | ROM CORP<br>CONV<br>00.500% DUE 03/01/2020<br>20-75-079-3620912                                    | 02/17/17     |           | 15,000   | 0.0023          | 34.58    |                                            |
| Accrued interest paid | ROYAL GOLD INC<br>SR UNSEC CONV<br>02.875% DUE 06/15/2019<br>20-75-079-3620912                     | 08/30/17     |           | 22,000   | 0.0060          | - 131.77 |                                            |
| Accrued interest paid | RYDER SYSTEM INC<br>CALL 01/26/19 @100 SER MTN<br>02.350% DUE 02/26/2019<br>20-75-079-6814326      | 07/24/17     |           | 100,000  | 0.0097          | - 966.11 |                                            |
| Interest              | RYDER SYSTEM INC<br>CALL 01/26/19 @100 SER MTN<br>02.350% DUE 02/26/2019<br>20-75-079-6814326      | 08/26/17     | 08/28/17  | 100,000  | 0.0118          | 1,175.00 |                                            |
| Interest              | RYDER SYSTEM INC<br>CALL 01/26/19 @100 SER MTN<br>02.350% DUE 02/26/2019<br>20-75-079-6814326      | 09/18/17     |           | 60,000   | 0.0014          | 86.17    |                                            |
| Accrued interest paid | SM ENERGY CO<br>CONV<br>01.500% DUE 07/01/2021<br>20-75-079-3620912                                | 12/06/16     |           | 13,000   | 0.0048          | - 61.75  |                                            |

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| Activity              | Description                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | SM ENERGY CO<br>CONV<br>01.500% DUE 07/01/2021<br>20-75-079-3620912                  | 01/01/17     | 01/03/17  | 13,000   | 0.0058          | 75.29    |                                            |
| Interest              | SM ENERGY CO<br>CONV<br>01.500% DUE 07/01/2021<br>20-75-079-3620912                  | 06/23/17     |           | 13,000   | 0.0072          | 93.17    |                                            |
| Interest              | SALESFORCE.COM INC<br>CONV<br>00.250% DUE 04/01/2018<br>20-75-079-3620912            | 10/01/16     | 10/03/16  | 27,000   | 0.0013          | 33.75    |                                            |
| Interest              | SALESFORCE.COM INC<br>CONV<br>00.250% DUE 04/01/2018<br>20-75-079-3620912            | 12/20/16     |           | 8,000    | 0.0005          | 4.39     |                                            |
| Interest              | SALESFORCE.COM INC<br>CONV<br>00.250% DUE 04/01/2018<br>20-75-079-3620912            | 04/01/17     | 04/03/17  | 19,000   | 0.0013          | 23.75    |                                            |
| Accrued interest paid | SEMPRA ENERGY<br>CALL 03/15/2027 UNSC<br>03.250% DUE 06/15/2027<br>20-75-079-6814326 | 08/24/17     |           | 50,000   | 0.0068          | - 338.54 |                                            |
| Interest              | SHELL INTERNATIONAL FIN<br>SR NOTES<br>06.375% DUE 12/15/2038<br>20-75-079-4493552   | 12/15/16     |           | 40,000   | 0.0319          | 1,275.00 |                                            |
| Interest              | SHELL INTERNATIONAL FIN<br>SR NOTES<br>06.375% DUE 12/15/2038<br>20-75-079-4493552   | 06/15/17     |           | 40,000   | 0.0319          | 1,275.00 |                                            |
| Interest              | SHELL INTERNATIONAL FIN<br>SR NOTES<br>06.375% DUE 12/15/2038<br>20-75-079-6814326   | 09/11/17     |           | 40,000   | 0.0152          | 609.17   |                                            |

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**Corporate debt**

| Activity              | Description                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|----------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | SHERWIN-WILLIAMS CO<br>CALL 05/01/2022 UNSC<br>02.750% DUE 06/01/2022<br>20-75-079-6814326   | 07/12/17     |           | 15,000   | 0.0043          | 64.17    |                                            |
| Interest              | SHUTTERFLY INC<br>CONV<br>00.250% DUE 05/15/2018<br>20-75-079-3620912                        | 11/15/16     |           | 19,000   | 0.0013          | 23.75    |                                            |
| Interest              | SHUTTERFLY INC<br>CONV<br>00.250% DUE 05/15/2018<br>20-75-079-3620912                        | 02/17/17     |           | 19,000   | 0.0006          | 12.14    |                                            |
| Interest              | SIMON PROPERTY GROUP LP<br>SR UNSEC<br>04.375% DUE 03/01/2021<br>20-75-079-4493552           | 02/28/17     |           | 55,000   | 0.0215          | 1,183.07 |                                            |
| Interest              | SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>20-75-079-4493552 | 01/01/17     | 01/03/17  | 20,000   | 0.0178          | 355.64   |                                            |
| Interest              | SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>20-75-079-4493552 | 02/28/17     |           | 5,000    | 0.0047          | 23.35    |                                            |
| Interest              | SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>20-75-079-6814326 | 07/01/17     | 07/03/17  | 15,000   | 0.0148          | 221.25   |                                            |
| Interest              | SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>20-75-079-6814326 | 07/12/17     |           | 15,000   | 0.0009          | 13.52    |                                            |
| Accrued interest paid | SOUTHWESTERN PUB SVC CO<br>SR UNSEC<br>08.750% DUE 12/01/2018<br>20-75-079-6814326           | 08/23/17     |           | 15,000   | 0.0199          | - 298.96 |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | SOUTHWESTERN PUB SVC CO<br>SR UNSEC<br>08.750% DUE 12/01/2018<br>20-75-079-6814326 | 08/30/17     |           | 15,000   | 0.0216          | 324.48  |                                            |
| Accrued interest paid | SPECTRANETICS CORP<br>CONV<br>02.625% DUE 06/01/2034<br>20-75-079-3620912          | 03/21/17     |           | 5,000    | 0.0080          | - 40.10 |                                            |
| Accrued interest paid | SPECTRANETICS CORP<br>CONV<br>02.625% DUE 06/01/2034<br>20-75-079-3620912          | 03/22/17     |           | 5,000    | 0.0081          | - 40.47 |                                            |
| Interest              | SPECTRANETICS CORP<br>CONV<br>02.625% DUE 06/01/2034<br>20-75-079-3620912          | 06/01/17     |           | 10,000   | 0.0131          | 131.25  |                                            |
| Interest              | SPECTRANETICS CORP<br>CONV<br>02.625% DUE 06/01/2034<br>20-75-079-3620912          | 07/05/17     |           | 10,000   | 0.0025          | 24.79   |                                            |
| Interest              | SPIRIT REALTY CAPITAL IN<br>CONV<br>02.875% DUE 05/15/2019<br>20-75-079-3620912    | 11/15/16     |           | 39,000   | 0.0144          | 560.63  |                                            |
| Interest              | SPIRIT REALTY CAPITAL IN<br>CONV<br>02.875% DUE 05/15/2019<br>20-75-079-3620912    | 05/11/17     |           | 39,000   | 0.0141          | 548.17  |                                            |
| Accrued interest paid | STANLEY BLACK & DECKER I<br>SUB<br>02.451% DUE 11/17/2018<br>20-75-079-6814326     | 07/10/17     |           | 25,000   | 0.0036          | - 90.21 |                                            |
| Interest              | STARWOOD PROPERTY TRUST<br>CONV<br>04.550% DUE 03/01/2018<br>20-75-079-3620912     | 03/01/17     |           | 33,000   | 0.0228          | 750.75  |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | STARWOOD PROPERTY TRUST<br>CONV<br>04.550% DUE 03/01/2018<br>20-75-079-3620912                              | 09/01/17     |           | 33,000   | 0.0228          | 750.75 |                                            |
| Interest | COLONY STARWOOD HOMES<br>CONV<br>03.000% DUE 07/01/2019<br>20-75-079-3620912                                | 01/01/17     | 01/03/17  | 15,000   | 0.0150          | 225.00 |                                            |
| Interest | COLONY STARWOOD HOMES<br>CONV<br>03.000% DUE 07/01/2019<br>20-75-079-3620912                                | 07/01/17     | 07/03/17  | 15,000   | 0.0150          | 225.00 |                                            |
| Interest | STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>20-75-079-4493552                                    | 11/19/16     | 11/21/16  | 70,000   | 0.0098          | 682.50 |                                            |
| Interest | STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>20-75-079-4493552                                    | 02/28/17     |           | 10,000   | 0.0054          | 53.63  |                                            |
| Interest | STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>20-75-079-4493552                                    | 05/19/17     |           | 60,000   | 0.0098          | 585.00 |                                            |
| Interest | STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>20-75-079-6814326                                    | 07/12/17     |           | 60,000   | 0.0029          | 172.25 |                                            |
| Interest | STILLWATER MINING COMPAN<br>CONV SER SWC CALL 10/20/19 @ 100<br>01.750% DUE 10/15/2032<br>20-75-079-3620912 | 10/15/16     | 10/17/16  | 11,000   | 0.0088          | 96.25  |                                            |
| Interest | STILLWATER MINING COMPAN<br>CONV SER SWC CALL 10/20/19 @ 100<br>01.750% DUE 10/15/2032<br>20-75-079-3620912 | 12/16/16     |           | 11,000   | 0.0030          | 32.62  |                                            |

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**Corporate debt**

| Activity              | Description                                                                     | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | STRYKER CORP<br>UNSC<br>02.000% DUE 03/08/2019<br>20-75-079-6814326             | 08/24/17     |           | 90,000   | 0.0092          | - 830.00 |                                            |
| Interest              | STRYKER CORP<br>UNSC<br>02.000% DUE 03/08/2019<br>20-75-079-6814326             | 09/08/17     |           | 90,000   | 0.0100          | 900.00   |                                            |
| Interest              | STRYKER CORP<br>UNSC<br>02.000% DUE 03/08/2019<br>20-75-079-6814326             | 09/28/17     |           | 40,000   | 0.0011          | 44.44    |                                            |
| Interest              | SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>20-75-079-4493552      | 02/03/17     |           | 20,000   | 0.0135          | 270.00   |                                            |
| Interest              | SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>20-75-079-4493552      | 02/28/17     |           | 5,000    | 0.0019          | 9.38     |                                            |
| Interest              | SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>20-75-079-6814326      | 07/12/17     |           | 15,000   | 0.0119          | 178.88   |                                            |
| Interest              | TAKE-TWO INTERACTIVE SOF<br>CONV<br>01.000% DUE 07/01/2018<br>20-75-079-3620912 | 12/06/16     |           | 4,000    | 0.0043          | 17.22    |                                            |
| Interest              | TAKE-TWO INTERACTIVE SOF<br>CONV<br>01.000% DUE 07/01/2018<br>20-75-079-3620912 | 01/01/17     | 01/03/17  | 5,000    | 0.0050          | 25.00    |                                            |
| Interest              | TAKE-TWO INTERACTIVE SOF<br>CONV<br>01.000% DUE 07/01/2018<br>20-75-079-3620912 | 07/01/17     | 07/03/17  | 5,000    | 0.0050          | 25.00    |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | TAKE-TWO INTERACTIVE SOF CONV<br>01.000% DUE 07/01/2018<br>20-75-079-3620912                         | 09/12/17     |           | 2,000    | 0.0020          | 3.94     |                                            |
| Interest              | TELEFLEX INC SR SUB CONV<br>03.875% DUE 08/01/2017<br>20-75-079-3620912                              | 10/31/16     |           | 4,000    | 0.0097          | 38.75    |                                            |
| Interest              | TESLA MOTORS INC CONV<br>00.250% DUE 03/01/2019<br>20-75-079-3620912                                 | 03/01/17     |           | 42,000   | 0.0013          | 52.50    |                                            |
| Interest              | TESLA MOTORS INC CONV<br>00.250% DUE 03/01/2019<br>20-75-079-3620912                                 | 09/01/17     |           | 42,000   | 0.0013          | 52.50    |                                            |
| Accrued interest paid | TESLA MOTORS INC CONV<br>01.250% DUE 03/01/2021<br>20-75-079-3620912                                 | 02/17/17     |           | 22,000   | 0.0058          | - 126.81 |                                            |
| Interest              | TESLA MOTORS INC CONV<br>01.250% DUE 03/01/2021<br>20-75-079-3620912                                 | 03/01/17     |           | 22,000   | 0.0063          | 137.50   |                                            |
| Interest              | TESLA MOTORS INC CONV<br>01.250% DUE 03/01/2021<br>20-75-079-3620912                                 | 09/01/17     |           | 22,000   | 0.0063          | 137.50   |                                            |
| Interest              | TEVA PHARM FINANCE LLC CONV SER C CALL 08/03/09 @ 100<br>00.250% DUE 02/01/2026<br>20-75-079-3620912 | 12/12/16     |           | 7,000    | 0.0009          | 6.37     |                                            |
| Accrued interest paid | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>20-75-079-4493552          | 11/14/16     |           | 40,000   | 0.0069          | - 276.22 |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                                                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>20-75-079-4493552                                                                                 | 01/21/17     | 01/23/17  | 40,000   | 0.0110          | 440.00     |                                            |
| Interest              | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>20-75-079-4493552                                                                                 | 02/28/17     |           | 10,000   | 0.0023          | 22.61      |                                            |
| Interest              | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>20-75-079-6814326                                                                                 | 07/21/17     |           | 30,000   | 0.0110          | 330.00     |                                            |
| Interest              | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>20-75-079-6814326                                                                                 | 07/28/17     |           | 30,000   | 0.0004          | 12.83      |                                            |
| Accrued interest paid | TORCHMARK CORP<br>SR UNSEC<br>09.250% DUE 06/15/2019<br>20-75-079-6814326                                                                                                   | 07/24/17     |           | 100,000  | 0.0100          | - 1,002.08 |                                            |
| Accrued interest paid | TOSCO CORP<br>NTS<br>08.125% 02/15/2030<br>20-75-079-6814326                                                                                                                | 07/20/17     |           | 75,000   | 0.0350          | - 2,623.70 |                                            |
| Interest              | TOSCO CORP<br>NTS<br>08.125% 02/15/2030<br>20-75-079-6814326                                                                                                                | 08/15/17     |           | 75,000   | 0.0406          | 3,046.88   |                                            |
| Interest              | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 10/15/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 10/15/16     | 10/17/16  |          | 1.2500          | 36.46      |                                            |



*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash  | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-------|--------------------------------------------|
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 11/15/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 11/15/16     |           |          | 1.2500          | 36.46 |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 12/15/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 12/15/16     |           |          | 1.2500          | 36.46 |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 01/15/17 PAYABLE 01/15/17<br>20-75-079-4493552 | 01/15/17     | 01/17/17  |          | 1.2500          | 36.46 |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 02/15/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 02/15/17     |           |          | 1.2500          | 36.46 |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 03/15/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 03/15/17     |           |          | 1.2500          | 36.46 |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 04/15/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 04/15/17     | 04/18/17  |          | 1.2500          | 36.46 |                                            |

*Detail*

**Corporate debt**

| Activity | Description                                                                                                                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 05/15/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 05/15/17     |           |          | 1.2500          | 36.46  |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 06/15/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 06/15/17     |           |          | 1.2500          | 36.46  |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 07/15/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 07/15/17     | 07/17/17  |          | 1.2500          | 36.46  |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 08/15/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 08/15/17     |           |          | 1.2500          | 36.46  |                                            |
| Interest | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>INTEREST ON 35,000.00 PAR<br>ACCRUED TO 09/15/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 09/15/17     |           |          | 1.2500          | 36.46  |                                            |
| Interest | TRINITY INDUSTRIES INC<br>SUB NT CONV CALL 06/01/18@ 100<br>03.875% DUE 06/01/2036<br>20-75-079-3620912                                                                     | 12/01/16     |           | 16,000   | 0.0194          | 310.00 |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                             | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|---------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Accrued interest paid | TRINITY INDUSTRIES INC<br>SUB NT CONV CALL 06/01/18@ 100<br>03.875% DUE 06/01/2036<br>20-75-079-3620912 | 12/05/16     |           | 8,000    | 0.0004          | - 3.44   |                                            |
| Interest              | TRINITY INDUSTRIES INC<br>SUB NT CONV CALL 06/01/18@ 100<br>03.875% DUE 06/01/2036<br>20-75-079-3620912 | 06/01/17     |           | 24,000   | 0.0194          | 465.00   |                                            |
| Interest              | 21ST CENTY FOX AMER INC<br>03.000% DUE 09/15/2022<br>20-75-079-4493552                                  | 03/15/17     |           | 35,000   | 0.0150          | 525.00   |                                            |
| Interest              | 21ST CENTY FOX AMER INC<br>03.000% DUE 09/15/2022<br>20-75-079-6814326                                  | 08/28/17     |           | 35,000   | 0.0136          | 475.42   |                                            |
| Accrued interest paid | TWO HARBORS INV CORP<br>CONV<br>06.250% DUE 01/15/2022<br>20-75-079-3620912                             | 06/23/17     |           | 18,000   | 0.0267          | - 481.25 |                                            |
| Interest              | TWO HARBORS INV CORP<br>CONV<br>06.250% DUE 01/15/2022<br>20-75-079-3620912                             | 07/15/17     | 07/17/17  | 18,000   | 0.0306          | 550.00   |                                            |
| Interest              | TYSON FOODS INC<br>CALL 03/02/2027 UNSC<br>03.550% DUE 06/02/2027<br>20-75-079-6814326                  | 08/31/17     |           | 15,000   | 0.0088          | 131.65   |                                            |
| Interest              | US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>20-75-079-4493552                | 02/28/17     |           | 35,000   | 0.0136          | 475.42   |                                            |
| Interest              | US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>20-75-079-4493552                | 03/15/17     |           | 30,000   | 0.0150          | 450.00   |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
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**Corporate debt**

| Activity              | Description                                                                                         | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|-----------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>20-75-079-6814326            | 08/28/17     |           | 30,000   | 0.0136          | 407.50   |                                            |
| Accrued interest paid | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>20-75-079-4493552 | 10/14/16     |           | 20,000   | 0.0030          | - 60.44  |                                            |
| Interest              | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>20-75-079-4493552 | 02/28/17     |           | 5,000    | 0.0157          | 78.39    |                                            |
| Interest              | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>20-75-079-4493552 | 03/15/17     |           | 15,000   | 0.0173          | 259.25   |                                            |
| Interest              | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>20-75-079-6814326 | 08/31/17     |           | 15,000   | 0.0157          | 235.17   |                                            |
| Interest              | VERISIGN INC<br>JR SUB<br>03.250% DUE 08/15/2037<br>20-75-079-3620912                               | 02/15/17     |           | 17,000   | 0.0224          | 381.22   |                                            |
| Accrued interest paid | VERISIGN INC<br>JR SUB<br>03.250% DUE 08/15/2037<br>20-75-079-3620912                               | 07/12/17     |           | 6,000    | 0.0182          | - 109.07 |                                            |
| Interest              | VERISIGN INC<br>JR SUB<br>03.250% DUE 08/15/2037<br>20-75-079-3620912                               | 08/15/17     |           | 23,000   | 0.0223          | 511.98   |                                            |
| Interest              | VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>20-75-079-4493552                       | 01/15/17     | 01/17/17  | 50,000   | 0.0214          | 1,068.00 |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
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| Activity              | Description                                                                   | Payable date | Post date | Quantity | Amount per unit | Cash    | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------|--------------------------------------------|
| Interest              | VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>20-75-079-4493552 | 02/28/17     |           | 20,000   | 0.0051          | 102.05  |                                            |
| Interest              | VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>20-75-079-6814326 | 07/15/17     | 07/17/17  | 30,000   | 0.0214          | 640.80  |                                            |
| Interest              | VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>20-75-079-6814326 | 09/11/17     |           | 30,000   | 0.0066          | 199.36  |                                            |
| Accrued interest paid | VISHAY INTERTECHNOLOGY<br>CONV<br>02.250% DUE 11/15/2040<br>20-75-079-3620912 | 01/10/17     |           | 9,000    | 0.0034          | - 30.94 |                                            |
| Interest              | VISHAY INTERTECHNOLOGY<br>CONV<br>02.250% DUE 11/15/2040<br>20-75-079-3620912 | 05/15/17     |           | 9,000    | 0.0113          | 101.25  |                                            |
| Accrued interest paid | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>20-75-079-4493552     | 11/14/16     |           | 25,000   | 0.0035          | - 88.54 |                                            |
| Interest              | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>20-75-079-4493552     | 02/19/17     | 02/21/17  | 25,000   | 0.0075          | 187.50  |                                            |
| Interest              | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>20-75-079-4493552     | 02/28/17     |           | 10,000   | 0.0004          | 3.75    |                                            |
| Interest              | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>20-75-079-6814326     | 08/14/17     |           | 15,000   | 0.0073          | 109.38  |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | WABASH NATIONAL CORP<br>SR UNSEC<br>03.375% DUE 05/01/2018<br>20-75-079-3620912          | 11/01/16     |           | 10,000   | 0.0169          | 168.75   |                                            |
| Interest              | WABASH NATIONAL CORP<br>SR UNSEC<br>03.375% DUE 05/01/2018<br>20-75-079-3620912          | 12/08/16     |           | 10,000   | 0.0035          | 34.69    |                                            |
| Interest              | WAL-MART STORES INC<br>SR NOTES<br>05.625% DUE 04/01/2040<br>20-75-079-4493552           | 10/01/16     | 10/03/16  | 45,000   | 0.0281          | 1,265.63 |                                            |
| Interest              | WAL-MART STORES INC<br>SR NOTES<br>05.625% DUE 04/01/2040<br>20-75-079-4493552           | 02/28/17     |           | 45,000   | 0.0230          | 1,033.59 |                                            |
| Accrued interest paid | WASTE MANAGEMENT INC<br>COGT<br>07.750% DUE 05/15/2032<br>20-75-079-6814326              | 09/08/17     |           | 25,000   | 0.0243          | - 608.16 |                                            |
| Accrued interest paid | WEATHERFORD BERMUDA<br>CONV<br>05.875% DUE 07/01/2021<br>20-75-079-3620912               | 01/12/17     |           | 24,000   | 0.0018          | - 43.08  |                                            |
| Interest              | WEATHERFORD BERMUDA<br>CONV<br>05.875% DUE 07/01/2021<br>20-75-079-3620912               | 07/01/17     | 07/03/17  | 24,000   | 0.0294          | 705.00   |                                            |
| Interest              | WEBMD HEALTH CORP<br>SR UNSEC CONVERTIBLE<br>02.500% DUE 01/31/2018<br>20-75-079-3620912 | 01/31/17     |           | 23,000   | 0.0125          | 287.50   |                                            |
| Interest              | WEBMD HEALTH CORP<br>SR UNSEC CONVERTIBLE<br>02.500% DUE 01/31/2018<br>20-75-079-3620912 | 07/27/17     |           | 23,000   | 0.0123          | 282.71   |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                         | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|-----------------------|-------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Interest              | WELLPOINT INC<br>CONV<br>02.750% DUE 10/15/2042<br>20-75-079-3620912                | 10/15/16     | 10/17/16  | 6,000    | 0.0138          | 82.50      |                                            |
| Accrued interest paid | WELLPOINT INC<br>CONV<br>02.750% DUE 10/15/2042<br>20-75-079-3620912                | 01/25/17     |           | 2,000    | 0.0076          | - 15.28    |                                            |
| Interest              | WELLPOINT INC<br>CONV<br>02.750% DUE 10/15/2042<br>20-75-079-3620912                | 04/15/17     | 04/17/17  | 8,000    | 0.0138          | 110.00     |                                            |
| Accrued interest paid | WELLS FARGO & COMPANY<br>SER M SUBR<br>03.450% DUE 02/13/2023<br>20-75-079-6814326  | 07/10/17     |           | 100,000  | 0.0141          | - 1,408.75 |                                            |
| Interest              | WELLS FARGO & COMPANY<br>SER M SUBR<br>03.450% DUE 02/13/2023<br>20-75-079-6814326  | 08/13/17     | 08/14/17  | 100,000  | 0.0173          | 1,725.00   |                                            |
| Interest              | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.100% DUE 06/03/2026<br>20-75-079-4493552 | 12/03/16     | 12/05/16  | 55,000   | 0.0205          | 1,127.50   |                                            |
| Interest              | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.100% DUE 06/03/2026<br>20-75-079-4493552 | 06/03/17     | 06/05/17  | 55,000   | 0.0205          | 1,127.50   |                                            |
| Interest              | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.100% DUE 06/03/2026<br>20-75-079-6814326 | 08/31/17     |           | 55,000   | 0.0100          | 551.22     |                                            |
| Interest              | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.300% DUE 07/22/2027<br>20-75-079-4493552 | 01/22/17     | 01/23/17  | 10,000   | 0.0215          | 215.00     |                                            |

*Detail*

**Corporate debt**

| Activity              | Description                                                                                            | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-----------------------|--------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Interest              | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.300% DUE 07/22/2027<br>20-75-079-6814326                    | 07/22/17     | 07/24/17  | 10,000   | 0.0215          | 215.00   |                                            |
| Interest              | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.300% DUE 07/22/2027<br>20-75-079-6814326                    | 09/12/17     |           | 10,000   | 0.0060          | 59.72    |                                            |
| Interest              | WESTPAC BANKING CORP<br>ISIN US961214BK83 SEDOL B3VGYG1<br>04.875% DUE 11/19/2019<br>20-75-079-4493552 | 11/19/16     | 11/21/16  | 45,000   | 0.0244          | 1,096.88 |                                            |
| Interest              | WESTPAC BANKING CORP<br>ISIN US961214BK83 SEDOL B3VGYG1<br>04.875% DUE 11/19/2019<br>20-75-079-4493552 | 05/19/17     |           | 45,000   | 0.0244          | 1,096.88 |                                            |
| Interest              | WESTPAC BANKING CORP<br>ISIN US961214BK83 SEDOL B3VGYG1<br>04.875% DUE 11/19/2019<br>20-75-079-6814326 | 07/28/17     |           | 45,000   | 0.0093          | 420.47   |                                            |
| Interest              | WORKDAY INC<br>CONV<br>00.750% DUE 07/15/2018<br>20-75-079-3620912                                     | 12/20/16     |           | 14,000   | 0.0032          | 45.21    |                                            |
| Accrued interest paid | WORKDAY INC<br>CONV<br>00.750% DUE 07/15/2018<br>20-75-079-3620912                                     | 06/07/17     |           | 13,000   | 0.0030          | - 38.46  |                                            |
| Interest              | WORKDAY INC<br>CONV<br>00.750% DUE 07/15/2018<br>20-75-079-3620912                                     | 07/15/17     | 07/17/17  | 13,000   | 0.0038          | 48.75    |                                            |
| Interest              | WRIGHT MEDICAL GROUP INC<br>CONV<br>02.000% DUE 02/15/2020<br>20-75-079-3620912                        | 02/15/17     |           | 10,000   | 0.0100          | 100.00   |                                            |



*Detail*

**Corporate debt**

| Activity                    | Description                                                                                  | Payable date | Post date | Quantity | Amount per unit | Cash                | Original value at PNC Value last statement |
|-----------------------------|----------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------------------|--------------------------------------------|
| Accrued interest paid       | WRIGHT MEDICAL GROUP INC<br>CONV<br>02.000% DUE 02/15/2020<br>20-75-079-3620912              | 05/26/17     |           | 16,000   | 0.0056          | - 89.78             |                                            |
| Accrued interest paid       | WRIGHT MEDICAL GROUP INC<br>CONV<br>02.000% DUE 02/15/2020<br>20-75-079-3620912              | 08/01/17     |           | 13,000   | 0.0092          | - 119.89            |                                            |
| Interest                    | WRIGHT MEDICAL GROUP INC<br>CONV<br>02.000% DUE 02/15/2020<br>20-75-079-3620912              | 08/15/17     |           | 39,000   | 0.0100          | 390.00              |                                            |
| Interest                    | XCEL ENERGY INC<br>SR UNSEC CALL 11/15/19 @100<br>04.70% DUE 05/15/2020<br>20-75-079-4493552 | 11/15/16     |           | 45,000   | 0.0235          | 1,057.50            |                                            |
| Interest                    | XCEL ENERGY INC<br>SR UNSEC CALL 11/15/19 @100<br>04.70% DUE 05/15/2020<br>20-75-079-4493552 | 02/28/17     |           | 45,000   | 0.0134          | 605.12              |                                            |
| Interest                    | XILINX INC<br>SENIOR NTS CONVERTIBLE<br>02.625% DUE 06/15/2017<br>20-75-079-3620912          | 12/15/16     |           | 9,000    | 0.0131          | 118.13              |                                            |
| Interest                    | XILINX INC<br>SENIOR NTS CONVERTIBLE<br>02.625% DUE 06/15/2017<br>20-75-079-3620912          | 06/05/17     |           | 9,000    | 0.0124          | 111.56              |                                            |
| <b>Total corporate debt</b> |                                                                                              |              |           |          |                 | <b>\$116,135.57</b> |                                            |

*Detail*

**Corporate stock - preferred**

| Activity             | Description                                                                                               | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|----------------------|-----------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Dividend             | ALLERGAN PLC<br>05.500% PFD<br>DUE 03/01/2018<br>20-75-079-3620912                                        | 12/01/16     |           | 97       | \$13.7500       | \$1,333.75 |                                            |
| Foreign tax withheld | ALLERGAN PLC<br>05.500% PFD<br>DUE 03/01/2018<br>20% TAX WITHHELD BY UNKNOWN COUNTRY<br>20-75-079-3620912 | 03/01/17     |           |          |                 | - 266.75   |                                            |
| Dividend             | ALLERGAN PLC<br>05.500% PFD<br>DUE 03/01/2018<br>20-75-079-3620912                                        | 03/01/17     | 03/02/17  | 97       | 13.7500         | 1,333.75   |                                            |
| Dividend             | ALLERGAN PLC<br>05.500% PFD<br>DUE 03/01/2018<br>20-75-079-3620912                                        | 06/01/17     |           | 97       | 13.7500         | 1,333.75   |                                            |
| Foreign tax withheld | ALLERGAN PLC<br>05.500% PFD<br>DUE 03/01/2018<br>20% TAX WITHHELD BY UNKNOWN COUNTRY<br>20-75-079-3620912 | 06/01/17     |           |          |                 | - 266.75   |                                            |
| Dividend             | ALLERGAN PLC<br>05.500% PFD<br>DUE 03/01/2018<br>20-75-079-3620912                                        | 09/01/17     |           | 97       | 13.7500         | 1,333.75   |                                            |
| Foreign tax withheld | ALLERGAN PLC<br>05.500% PFD<br>DUE 03/01/2018<br>20% TAX WITHHELD BY UNKNOWN COUNTRY<br>20-75-079-3620912 | 09/01/17     |           |          |                 | - 266.75   |                                            |
| Dividend             | BUNGE LTD<br>PFD 4.875% SERIES<br>20-75-079-3620912                                                       | 12/01/16     |           | 160      | 1.2188          | 195.00     |                                            |

*Detail*

**Corporate stock - preferred**

| Activity | Description                                                                    | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Dividend | BUNGE LTD<br>PFD 4.875% SERIES<br>20-75-079-3620912                            | 03/01/17     |           | 160      | 1.2188          | 195.00 |                                            |
| Dividend | BUNGE LTD<br>PFD 4.875% SERIES<br>20-75-079-3620912                            | 06/01/17     |           | 160      | 1.2188          | 195.00 |                                            |
| Dividend | BUNGE LTD<br>PFD 4.875% SERIES<br>20-75-079-3620912                            | 09/01/17     |           | 160      | 1.2188          | 195.00 |                                            |
| Dividend | ALCOA INC<br>NAME CHG 11/01/16<br>SEE 03965L308<br>20-75-079-3620912           | 10/01/16     | 10/03/16  | 460      | 0.6719          | 309.06 |                                            |
| Dividend | AMERICAN TOWER CORP<br>CONVERTED05/15/17<br>SEE 03027X100<br>20-75-079-3620912 | 11/15/16     |           | 295      | 1.3125          | 387.19 |                                            |
| Dividend | AMERICAN TOWER CORP<br>CONVERTED05/15/17<br>SEE 03027X100<br>20-75-079-3620912 | 02/15/17     |           | 295      | 1.3125          | 387.19 |                                            |
| Dividend | AMERICAN TOWER CORP<br>CONVERTED05/15/17<br>SEE 03027X100<br>20-75-079-3620912 | 05/15/17     |           | 295      | 1.3125          | 387.19 |                                            |
| Dividend | AMERICAN TOWER CORP<br>PFD 05.500% 02/15/2018<br>20-75-079-3620912             | 08/15/17     |           | 295      | 1.3750          | 405.63 |                                            |
| Dividend | ANADARKO PETROLEUM CORP<br>PFD 07.500% 06/07/2018<br>20-75-079-3620912         | 12/07/16     |           | 280      | 0.9375          | 262.50 |                                            |
| Dividend | ANADARKO PETROLEUM CORP<br>PFD 07.500% 06/07/2018<br>20-75-079-3620912         | 03/07/17     |           | 280      | 0.9375          | 262.50 |                                            |

*Detail*

**Corporate stock - preferred**

| Activity | Description                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Dividend | ANADARKO PETROLEUM CORP<br>PFD 07.500% 06/07/2018<br>20-75-079-3620912                   | 06/07/17     |           | 280      | 0.9375          | 262.50   |                                            |
| Dividend | ANADARKO PETROLEUM CORP<br>PFD 07.500% 06/07/2018<br>20-75-079-3620912                   | 09/07/17     |           | 280      | 0.9375          | 262.50   |                                            |
| Dividend | ANTHEM INC<br>PFD 05.250% 05/01/2018<br>20-75-079-3620912                                | 11/01/16     |           | 410      | 0.6562          | 269.06   |                                            |
| Dividend | ANTHEM INC<br>PFD 05.250% 05/01/2018<br>20-75-079-3620912                                | 02/01/17     |           | 655      | 0.6562          | 429.84   |                                            |
| Dividend | ANTHEM INC<br>PFD 05.250% 05/01/2018<br>20-75-079-3620912                                | 05/01/17     |           | 655      | 0.6562          | 429.84   |                                            |
| Dividend | ANTHEM INC<br>PFD 05.250% 05/01/2018<br>20-75-079-3620912                                | 08/01/17     |           | 655      | 0.6562          | 429.84   |                                            |
| Dividend | ARCONIC INC PFD<br>CONVERTED 10/02/17<br>SEE 03965L100<br>20-75-079-3620912              | 01/01/17     | 01/03/17  | 460      | 0.6719          | 309.06   |                                            |
| Dividend | ARCONIC INC PFD<br>CONVERTED 10/02/17<br>SEE 03965L100<br>20-75-079-3620912              | 04/01/17     | 04/03/17  | 460      | 0.6719          | 309.06   |                                            |
| Dividend | ARCONIC INC PFD<br>CONVERTED 10/02/17<br>SEE 03965L100<br>20-75-079-3620912              | 07/01/17     | 07/03/17  | 460      | 0.6719          | 309.06   |                                            |
| Dividend | BANK OF AMERICA CORP<br>CONV PFD SERIES L<br>07.250% DUE 12/31/2049<br>20-75-079-3620912 | 10/31/16     |           | 59       | 18.1251         | 1,069.38 |                                            |

*Detail*

**Corporate stock - preferred**

| Activity | Description                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Dividend | BANK OF AMERICA CORP<br>CONV PFD SERIES L<br>07.250% DUE 12/31/2049<br>20-75-079-3620912 | 01/30/17     |           | 59       | 18.1251         | 1,069.38 |                                            |
| Dividend | BANK OF AMERICA CORP<br>CONV PFD SERIES L<br>07.250% DUE 12/31/2049<br>20-75-079-3620912 | 05/01/17     |           | 59       | 18.1251         | 1,069.38 |                                            |
| Dividend | BANK OF AMERICA CORP<br>CONV PFD SERIES L<br>07.250% DUE 12/31/2049<br>20-75-079-3620912 | 07/31/17     |           | 59       | 18.1251         | 1,069.38 |                                            |
| Dividend | BECTON DICKINSON AND CO<br>PFD 06.125% 05/01/2020<br>20-75-079-3620912                   | 08/01/17     |           | 965      | 0.6550          | 632.08   |                                            |
| Dividend | BELDEN INC<br>PFD 06.750% 07/15/2019<br>20-75-079-3620912                                | 01/17/17     |           | 165      | 1.6875          | 278.44   |                                            |
| Dividend | BELDEN INC<br>PFD 06.750% 07/15/2019<br>20-75-079-3620912                                | 04/17/17     |           | 165      | 1.6875          | 278.44   |                                            |
| Dividend | BELDEN INC<br>PFD 06.750% 07/15/2019<br>20-75-079-3620912                                | 07/15/17     | 07/17/17  | 165      | 1.6875          | 278.44   |                                            |
| Dividend | BLACK HILLS CORP<br>PFD 07.750% 11/01/2018<br>20-75-079-3620912                          | 11/01/16     |           | 215      | 0.9687          | 208.28   |                                            |
| Dividend | BLACK HILLS CORP<br>PFD 07.750% 11/01/2018<br>20-75-079-3620912                          | 02/01/17     |           | 215      | 0.9687          | 208.28   |                                            |
| Dividend | BLACK HILLS CORP<br>PFD 07.750% 11/01/2018<br>20-75-079-3620912                          | 05/01/17     |           | 215      | 0.9687          | 208.28   |                                            |

*Detail*

**Corporate stock - preferred**

| Activity | Description                                                                                         | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Dividend | BLACK HILLS CORP<br>PFD 07.750% 11/01/2018<br>20-75-079-3620912                                     | 08/01/17     |           | 215      | 0.9687          | 208.28 |                                            |
| Dividend | CENTERPOINT ENERGY INC<br>CONV PFD CALL 09/20/10 @ 100<br>VAR % DUE 09/15/2029<br>20-75-079-3620912 | 12/15/16     |           | 215      | 0.2131          | 45.82  |                                            |
| Dividend | CENTERPOINT ENERGY INC<br>CONV PFD CALL 09/20/10 @ 100<br>VAR % DUE 09/15/2029<br>20-75-079-3620912 | 12/15/16     |           | 215      | 0.2913          | 62.62  |                                            |
| Dividend | CENTERPOINT ENERGY INC<br>CONV PFD CALL 09/20/10 @ 100<br>VAR % DUE 09/15/2029<br>20-75-079-3620912 | 03/15/17     | 03/16/17  | 215      | 0.2913          | 62.62  |                                            |
| Dividend | CENTERPOINT ENERGY INC<br>CONV PFD CALL 09/20/10 @ 100<br>VAR % DUE 09/15/2029<br>20-75-079-3620912 | 03/15/17     | 03/16/17  | 215      | 0.2131          | 45.82  |                                            |
| Dividend | CENTERPOINT ENERGY INC<br>CONV PFD CALL 09/20/10 @ 100<br>VAR % DUE 09/15/2029<br>20-75-079-3620912 | 06/15/17     |           | 215      | 0.2913          | 62.62  |                                            |
| Interest | CENTERPOINT ENERGY INC<br>CONV PFD CALL 09/20/10 @ 100<br>VAR % DUE 09/15/2029<br>20-75-079-3620912 | 06/15/17     | 06/16/17  | 215      | 0.2038          | 43.81  |                                            |
| Dividend | CENTERPOINT ENERGY INC<br>CONV PFD CALL 09/20/10 @ 100<br>VAR % DUE 09/15/2029<br>20-75-079-3620912 | 09/15/17     |           | 215      | 0.4950          | 106.43 |                                            |
| Dividend | CROWN CASTLE INTL CORP<br>CONVERTED 11/01/16<br>SEE 22822V101<br>20-75-079-3620912                  | 11/01/16     |           | 155      | 1.1250          | 174.38 |                                            |

*Detail*

**Corporate stock - preferred**

| Activity | Description                                                                     | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Dividend | DTE ENERGY CO<br>PFD 06.500% 10/01/2019<br>20-75-079-3620912                    | 07/01/17     | 07/03/17  | 305      | 0.8125          | 247.81 |                                            |
| Dividend | DOMINION RESOURCES INC<br>PFD 06.750% 08/15/2019<br>20-75-079-3620912           | 08/15/17     |           | 490      | 0.8438          | 413.44 |                                            |
| Dividend | DOMINION ENERGY INC<br>CONVERTED 07/03/17<br>SEE 25746U109<br>20-75-079-3620912 | 10/03/16     |           | 885      | 0.7969          | 705.23 |                                            |
| Dividend | DOMINION ENERGY INC<br>CONVERTED 07/03/17<br>SEE 25746U109<br>20-75-079-3620912 | 01/03/17     |           | 885      | 0.7969          | 705.23 |                                            |
| Dividend | DOMINION ENERGY INC<br>CONVERTED 07/03/17<br>SEE 25746U109<br>20-75-079-3620912 | 04/01/17     | 04/03/17  | 885      | 0.7969          | 705.23 |                                            |
| Dividend | DOMINION ENERGY INC<br>CONVERTED 07/03/17<br>SEE 25746U109<br>20-75-079-3620912 | 05/19/17     | 06/16/17  | 885      | 0.0006          | 0.50   |                                            |
| Dividend | EXELON CORP<br>EXCH 06/01/17<br>SEE 30161N101<br>20-75-079-3620912              | 12/01/16     |           | 430      | 0.8125          | 349.38 |                                            |
| Dividend | EXELON CORP<br>EXCH 06/01/17<br>SEE 30161N101<br>20-75-079-3620912              | 03/01/17     |           | 430      | 0.8125          | 349.38 |                                            |
| Dividend | EXELON CORP<br>EXCH 06/01/17<br>SEE 30161N101<br>20-75-079-3620912              | 04/03/17     | 05/25/17  | 430      | 0.0005          | 0.20   |                                            |

*Detail*

**Corporate stock - preferred**

| Activity | Description                                                                            | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Dividend | FRONTIER COMMUNICATIONS<br>PFD 11.125% SER A 06/29/2018<br>20-75-079-3620912           | 12/30/16     |           | 255      | 2.7813          | 709.22 |                                            |
| Dividend | FRONTIER COMMUNICATIONS<br>PFD 11.125% SER A 06/29/2018<br>20-75-079-3620912           | 03/31/17     |           | 175      | 2.7813          | 486.72 |                                            |
| Dividend | HESS CORP<br>PFD 08.000% 12/31/2049<br>20-75-079-3620912                               | 11/01/16     |           | 175      | 1.0000          | 175.00 |                                            |
| Dividend | HESS CORP<br>PFD 08.000% 12/31/2049<br>20-75-079-3620912                               | 02/01/17     |           | 175      | 1.0000          | 175.00 |                                            |
| Dividend | HESS CORP<br>PFD 08.000% 12/31/2049<br>20-75-079-3620912                               | 05/01/17     |           | 175      | 1.0000          | 175.00 |                                            |
| Dividend | HESS CORP<br>PFD 08.000% 12/31/2049<br>20-75-079-3620912                               | 08/01/17     |           | 175      | 1.0000          | 175.00 |                                            |
| Dividend | HUNTINGTON BANCSHARES<br>PFD 8.5% SERIES A<br>CONV UNTIL 12/31/49<br>20-75-079-3620912 | 10/17/16     |           | 8        | 21.2500         | 170.00 |                                            |
| Dividend | HUNTINGTON BANCSHARES<br>PFD 8.5% SERIES A<br>CONV UNTIL 12/31/49<br>20-75-079-3620912 | 01/16/17     | 01/17/17  | 8        | 21.2500         | 170.00 |                                            |
| Dividend | HUNTINGTON BANCSHARES<br>PFD 8.5% SERIES A<br>CONV UNTIL 12/31/49<br>20-75-079-3620912 | 04/17/17     |           | 8        | 21.2500         | 170.00 |                                            |
| Dividend | HUNTINGTON BANCSHARES<br>PFD 8.5% SERIES A<br>CONV UNTIL 12/31/49<br>20-75-079-3620912 | 07/17/17     |           | 8        | 21.2500         | 170.00 |                                            |



*Detail*

**Corporate stock - preferred**

| Activity | Description                                                               | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Dividend | KEYCORP<br>CONVERTED 3/20/17<br>SEE 493267108<br>20-75-079-3620912        | 12/15/16     |           | 85       | 1.9375          | 164.69 |                                            |
| Dividend | KEYCORP<br>CONVERTED 3/20/17<br>SEE 493267108<br>20-75-079-3620912        | 03/15/17     |           | 85       | 1.9375          | 164.69 |                                            |
| Dividend | KINDER MORGAN INC/DELAWARE<br>PFD 09.750% 10/26/2018<br>20-75-079-3620912 | 10/26/16     |           | 480      | 1.2188          | 585.00 |                                            |
| Dividend | KINDER MORGAN INC/DELAWARE<br>PFD 09.750% 10/26/2018<br>20-75-079-3620912 | 01/26/17     |           | 480      | 1.2188          | 585.00 |                                            |
| Dividend | KINDER MORGAN INC/DELAWARE<br>PFD 09.750% 10/26/2018<br>20-75-079-3620912 | 04/26/17     |           | 480      | 1.2188          | 585.00 |                                            |
| Dividend | KINDER MORGAN INC/DELAWARE<br>PFD 09.750% 10/26/2018<br>20-75-079-3620912 | 07/26/17     |           | 480      | 1.2188          | 585.00 |                                            |
| Dividend | LACLEDE GROUP INC<br>PFD 06.750% 04/01/2017<br>20-75-079-3620912          | 10/01/16     | 10/07/16  | 230      | 0.8437          | 194.06 |                                            |
| Dividend | NEXTERA ENERGY INC<br>PFD 06.371% 09/01/2018<br>20-75-079-3620912         | 12/01/16     |           | 585      | 0.7964          | 465.88 |                                            |
| Dividend | NEXTERA ENERGY INC<br>PFD 06.371% 09/01/2018<br>20-75-079-3620912         | 03/01/17     |           | 585      | 0.7964          | 465.88 |                                            |
| Dividend | NEXTERA ENERGY INC<br>PFD 06.371% 09/01/2018<br>20-75-079-3620912         | 06/01/17     |           | 585      | 0.7964          | 465.88 |                                            |
| Dividend | NEXTERA ENERGY INC<br>PFD 06.371% 09/01/2018<br>20-75-079-3620912         | 09/01/17     |           | 585      | 0.7964          | 465.88 |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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*Detail*

**Corporate stock - preferred**

| Activity | Description                                                             | Payable date | Post date | Quantity | Amount per unit | Cash   | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------|--------------------------------------------|
| Dividend | POST HOLDINGS INC<br>PFD 05.250% 06/01/2017<br>20-75-079-3620912        | 12/01/16     |           | 120      | 1.3125          | 157.50 |                                            |
| Dividend | POST HOLDINGS INC<br>PFD 05.250% 06/01/2017<br>20-75-079-3620912        | 03/01/17     |           | 120      | 1.3125          | 157.50 |                                            |
| Dividend | POST HOLDINGS INC<br>PFD 05.250% 06/01/2017<br>20-75-079-3620912        | 06/01/17     |           | 105      | 1.3125          | 137.81 |                                            |
| Dividend | REXNORD CORP<br>PFD 05.750% 11/15/2019<br>20-75-079-3620912             | 05/15/17     |           | 290      | 0.7188          | 208.44 |                                            |
| Dividend | REXNORD CORP<br>PFD 05.750% 11/15/2019<br>20-75-079-3620912             | 08/15/17     |           | 290      | 0.7188          | 208.44 |                                            |
| Dividend | SOUTHWESTERN ENERGY CO<br>PFD 06.250% 01/15/2018<br>20-75-079-3620912   | 04/17/17     | 04/20/17  | 610      | 0.0014          | 0.88   |                                            |
| Dividend | STANLEY BLACK & DECKER I<br>PFD 05.375% 05/15/2020<br>20-75-079-3620912 | 08/15/17     | 08/29/17  | 140      | 1.3139          | 183.94 |                                            |
| Dividend | T-MOBILE US INC<br>PFD 05.500% 12/15/2017<br>20-75-079-3620912          | 12/15/16     |           | 430      | 0.6875          | 295.63 |                                            |
| Dividend | T-MOBILE US INC<br>PFD 05.500% 12/15/2017<br>20-75-079-3620912          | 03/15/17     |           | 345      | 0.6875          | 237.19 |                                            |
| Dividend | T-MOBILE US INC<br>PFD 05.500% 12/15/2017<br>20-75-079-3620912          | 06/15/17     |           | 345      | 0.6875          | 237.19 |                                            |
| Dividend | T-MOBILE US INC<br>PFD 05.500% 12/15/2017<br>20-75-079-3620912          | 09/15/17     |           | 345      | 0.6875          | 237.19 |                                            |

*Detail*

**Corporate stock - preferred**

| Activity | Description                                                                              | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Dividend | TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>20-75-079-3620912                   | 10/17/16     |           | 375      | 0.5938          | 222.66   |                                            |
| Dividend | TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>20-75-079-3620912                   | 01/17/17     |           | 130      | 0.5938          | 77.19    |                                            |
| Dividend | TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>20-75-079-3620912                   | 04/17/17     |           | 130      | 0.5938          | 77.19    |                                            |
| Dividend | WELLS FARGO & COMPANY<br>CONV PFD 7.5% SER L<br>CONV UNTIL 12/31/49<br>20-75-079-3620912 | 12/15/16     |           | 72       | 18.7500         | 1,350.00 |                                            |
| Dividend | WELLS FARGO & COMPANY<br>CONV PFD 7.5% SER L<br>CONV UNTIL 12/31/49<br>20-75-079-3620912 | 03/15/17     |           | 72       | 18.7500         | 1,350.00 |                                            |
| Dividend | WELLS FARGO & COMPANY<br>CONV PFD 7.5% SER L<br>CONV UNTIL 12/31/49<br>20-75-079-3620912 | 06/15/17     |           | 72       | 18.7500         | 1,350.00 |                                            |
| Dividend | WELLS FARGO & COMPANY<br>CONV PFD 7.5% SER L<br>CONV UNTIL 12/31/49<br>20-75-079-3620912 | 09/15/17     |           | 72       | 18.7500         | 1,350.00 |                                            |
| Dividend | WELLTOWER INC<br>PFD CONV<br>06.500% DUE 12/31/2049<br>20-75-079-3620912                 | 10/15/16     | 10/17/16  | 215      | 0.8125          | 174.69   |                                            |
| Dividend | WELLTOWER INC<br>PFD CONV<br>06.500% DUE 12/31/2049<br>20-75-079-3620912                 | 01/17/17     |           | 215      | 0.8125          | 174.69   |                                            |

*Detail*

**Corporate stock - preferred**

| Activity                                 | Description                                                              | Payable date | Post date | Quantity | Amount per unit | Cash               | Original value at PNC Value last statement |
|------------------------------------------|--------------------------------------------------------------------------|--------------|-----------|----------|-----------------|--------------------|--------------------------------------------|
| Dividend                                 | WELLTOWER INC<br>PFD CONV<br>06.500% DUE 12/31/2049<br>20-75-079-3620912 | 04/17/17     |           | 215      | 0.8125          | 174.69             |                                            |
| Dividend                                 | WELLTOWER INC<br>PFD CONV<br>06.500% DUE 12/31/2049<br>20-75-079-3620912 | 07/17/17     |           | 215      | 0.8125          | 174.69             |                                            |
| Dividend                                 | WPX ENERGY INC<br>PFD 06.250% 07/31/2018<br>20-75-079-3620912            | 10/31/16     |           | 325      | 0.7813          | 253.91             |                                            |
| Dividend                                 | WPX ENERGY INC<br>PFD 06.250% 07/31/2018<br>20-75-079-3620912            | 01/31/17     |           | 325      | 0.7813          | 253.91             |                                            |
| Dividend                                 | WPX ENERGY INC<br>PFD 06.250% 07/31/2018<br>20-75-079-3620912            | 05/01/17     |           | 325      | 0.7813          | 253.91             |                                            |
| <b>Total corporate stock - preferred</b> |                                                                          |              |           |          |                 | <b>\$37,987.47</b> |                                            |

**Corporate stock - common**

| Activity | Description                                                                      | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Dividend | ACCENTURE PLC CLASS A<br>SEDOL B4BNMY3<br>ISIN IE00B4BNMY34<br>20-75-079-4768517 | 11/15/16     |           | 2,250    | \$1.2100        | \$2,722.50 |                                            |
| Dividend | ACCENTURE PLC CLASS A<br>SEDOL B4BNMY3<br>ISIN IE00B4BNMY34<br>20-75-079-4768517 | 05/15/17     |           | 2,250    | 1.2100          | 2,722.50   |                                            |

*Detail*

**Corporate stock - common**

| Activity             | Description                                                                                                             | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------------------|-------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Foreign tax withheld | ACCENTURE PLC CLASS A<br>SEDOL B4BNMY3<br>ISIN IE00B4BNMY34<br>20% TAX WITHHELD BY UNKNOWN COUNTRY<br>20-75-079-4768517 | 05/15/17     |           |          |                 | - 544.50 |                                            |
| Dividend             | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517                                             | 12/09/16     |           | 3,375    | 0.3700          | 1,248.75 |                                            |
| Dividend             | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517                                             | 03/10/17     |           | 3,375    | 0.3700          | 1,248.75 |                                            |
| Dividend             | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517                                             | 06/09/17     |           | 3,375    | 0.4000          | 1,350.00 |                                            |
| Dividend             | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517                                             | 09/08/17     |           | 2,825    | 0.4000          | 1,130.00 |                                            |
| Dividend             | AMERICAN EXPRESS CO<br>20-75-079-4768517                                                                                | 11/10/16     |           | 2,400    | 0.3200          | 768.00   |                                            |
| Dividend             | AMERICAN EXPRESS CO<br>20-75-079-4768517                                                                                | 02/10/17     |           | 2,400    | 0.3200          | 768.00   |                                            |
| Dividend             | AMERICAN EXPRESS CO<br>20-75-079-4768517                                                                                | 05/10/17     |           | 1,850    | 0.3200          | 592.00   |                                            |
| Dividend             | AMERISOURCEBERGEN CORP<br>20-75-079-4768517                                                                             | 12/05/16     |           | 2,600    | 0.3650          | 949.00   |                                            |
| Dividend             | AMERISOURCEBERGEN CORP<br>20-75-079-4768517                                                                             | 03/06/17     |           | 2,600    | 0.3650          | 949.00   |                                            |
| Dividend             | AMERISOURCEBERGEN CORP<br>20-75-079-4768517                                                                             | 06/05/17     |           | 2,975    | 0.3650          | 1,085.88 |                                            |
| Dividend             | AMERISOURCEBERGEN CORP<br>20-75-079-4768517                                                                             | 09/05/17     |           | 2,975    | 0.3650          | 1,085.88 |                                            |
| Dividend             | BANK NEW YORK MELLON CORP COM<br>20-75-079-4768517                                                                      | 11/10/16     |           | 4,975    | 0.1900          | 945.25   |                                            |

*Detail*

**Corporate stock - common**

| Activity | Description                                                     | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Dividend | BANK NEW YORK MELLON CORP COM<br>20-75-079-4768517              | 02/10/17     |           | 4,975    | 0.1900          | 945.25   |                                            |
| Dividend | BANK NEW YORK MELLON CORP COM<br>20-75-079-4768517              | 05/12/17     |           | 4,625    | 0.1900          | 878.75   |                                            |
| Dividend | BANK NEW YORK MELLON CORP COM<br>20-75-079-4768517              | 08/11/17     |           | 4,625    | 0.2400          | 1,110.00 |                                            |
| Dividend | CENTURYLINK INC<br>20-75-079-4768517                            | 09/15/17     |           | 2,025    | 0.5400          | 1,093.50 |                                            |
| Dividend | COMCAST CORPORATION CL A<br>20-75-079-4768517                   | 10/26/16     |           | 4,600    | 0.2750          | 1,265.00 |                                            |
| Dividend | COMCAST CORPORATION CL A<br>20-75-079-4768517                   | 01/25/17     |           | 4,600    | 0.2750          | 1,265.00 |                                            |
| Dividend | COMCAST CORPORATION CL A<br>20-75-079-4768517                   | 04/26/17     |           | 9,200    | 0.1575          | 1,449.00 |                                            |
| Dividend | COMCAST CORPORATION CL A<br>20-75-079-4768517                   | 07/26/17     |           | 9,200    | 0.1575          | 1,449.00 |                                            |
| Dividend | DEVON ENERGY CORP NEW<br>20-75-079-4768517                      | 12/30/16     |           | 4,300    | 0.0600          | 258.00   |                                            |
| Dividend | DEVON ENERGY CORP NEW<br>20-75-079-4768517                      | 03/31/17     |           | 4,300    | 0.0600          | 258.00   |                                            |
| Dividend | DEVON ENERGY CORP NEW<br>20-75-079-4768517                      | 06/30/17     |           | 2,500    | 0.0600          | 150.00   |                                            |
| Dividend | DEVON ENERGY CORP NEW<br>20-75-079-4768517                      | 09/29/17     |           | 2,500    | 0.0600          | 150.00   |                                            |
| Dividend | DOLLAR GENERAL CORP<br>20-75-079-4768517                        | 01/04/17     |           | 3,825    | 0.2500          | 956.25   |                                            |
| Dividend | DOLLAR GENERAL CORP<br>20-75-079-4768517                        | 04/25/17     |           | 3,825    | 0.2600          | 994.50   |                                            |
| Dividend | DOLLAR GENERAL CORP<br>20-75-079-4768517                        | 07/25/17     |           | 3,825    | 0.2600          | 994.50   |                                            |
| Dividend | EXPEDITORS INTERNATIONAL<br>WASHINGTON INC<br>20-75-079-4768517 | 12/15/16     |           | 4,300    | 0.4000          | 1,720.00 |                                            |

*Detail*

**Corporate stock - common**

| Activity                | Description                                                                                            | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-------------------------|--------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Dividend                | EXPEDITORS INTERNATIONAL<br>WASHINGTON INC<br>20-75-079-4768517                                        | 06/15/17     |           | 4,300    | 0.4200          | 1,806.00 |                                            |
| Dividend                | HONEYWELL INTL INC<br>20-75-079-4768517                                                                | 12/09/16     |           | 2,375    | 0.6650          | 1,579.38 |                                            |
| Dividend                | HONEYWELL INTL INC<br>20-75-079-4768517                                                                | 03/10/17     |           | 2,375    | 0.6650          | 1,579.38 |                                            |
| Dividend                | HONEYWELL INTL INC<br>20-75-079-4768517                                                                | 06/09/17     |           | 2,375    | 0.6650          | 1,579.38 |                                            |
| Dividend                | HONEYWELL INTL INC<br>20-75-079-4768517                                                                | 09/08/17     |           | 2,375    | 0.6650          | 1,579.38 |                                            |
| Dividend                | JPMORGAN CHASE & CO<br>20-75-079-4768517                                                               | 10/31/16     |           | 2,975    | 0.4800          | 1,428.00 |                                            |
| Dividend                | JPMORGAN CHASE & CO<br>20-75-079-4768517                                                               | 01/31/17     |           | 2,975    | 0.4800          | 1,428.00 |                                            |
| Dividend                | JPMORGAN CHASE & CO<br>20-75-079-4768517                                                               | 04/30/17     | 05/01/17  | 2,975    | 0.5000          | 1,487.50 |                                            |
| Dividend                | JPMORGAN CHASE & CO<br>20-75-079-4768517                                                               | 07/31/17     |           | 2,975    | 0.5000          | 1,487.50 |                                            |
| Dividend                | MICROSOFT CORP<br>20-75-079-4768517                                                                    | 12/08/16     |           | 2,125    | 0.3900          | 828.75   |                                            |
| Dividend                | MICROSOFT CORP<br>20-75-079-4768517                                                                    | 03/09/17     |           | 2,125    | 0.3900          | 828.75   |                                            |
| Dividend                | MICROSOFT CORP<br>20-75-079-4768517                                                                    | 06/08/17     |           | 2,125    | 0.3900          | 828.75   |                                            |
| Dividend                | MICROSOFT CORP<br>20-75-079-4768517                                                                    | 09/14/17     |           | 2,125    | 0.3900          | 828.75   |                                            |
| Dividend                | NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>20-75-079-4768517                                        | 05/19/17     |           | 2,650    | 2.2844          | 6,053.76 |                                            |
| Processing fee withheld | NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>ADR FEE W/HELD AT \$0.020 PER SHARE<br>20-75-079-4768517 | 05/19/17     | 05/22/17  |          |                 | - 53.00  |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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*Detail*

**Corporate stock - common**

| Activity             | Description                                                                                            | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|----------------------|--------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Foreign tax withheld | NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>35% TAX WITHHELD BY UNKNOWN COUNTRY<br>20-75-079-4768517 | 05/19/17     | 05/22/17  |          |                 | - 2,118.81 |                                            |
| Dividend             | OMNICOM GROUP<br>20-75-079-4768517                                                                     | 10/10/16     | 10/11/16  | 2,550    | 0.5500          | 1,402.50   |                                            |
| Dividend             | OMNICOM GROUP<br>20-75-079-4768517                                                                     | 01/09/17     |           | 2,550    | 0.5500          | 1,402.50   |                                            |
| Dividend             | OMNICOM GROUP<br>20-75-079-4768517                                                                     | 04/07/17     |           | 2,550    | 0.5500          | 1,402.50   |                                            |
| Dividend             | OMNICOM GROUP<br>20-75-079-4768517                                                                     | 07/12/17     |           | 2,550    | 0.5500          | 1,402.50   |                                            |
| Dividend             | ORACLE CORP<br>20-75-079-4768517                                                                       | 01/26/17     |           | 3,250    | 0.1500          | 487.50     |                                            |
| Dividend             | ORACLE CORP<br>20-75-079-4768517                                                                       | 04/26/17     |           | 3,250    | 0.1900          | 617.50     |                                            |
| Dividend             | ORACLE CORP<br>20-75-079-4768517                                                                       | 08/02/17     |           | 3,250    | 0.1900          | 617.50     |                                            |
| Dividend             | PACCAR INC<br>20-75-079-4768517                                                                        | 12/02/16     |           | 3,475    | 0.2400          | 834.00     |                                            |
| Dividend             | PACCAR INC<br>20-75-079-4768517                                                                        | 01/06/17     |           | 3,475    | 0.6000          | 2,085.00   |                                            |
| Dividend             | PACCAR INC<br>20-75-079-4768517                                                                        | 03/07/17     |           | 3,475    | 0.2400          | 834.00     |                                            |
| Dividend             | PACCAR INC<br>20-75-079-4768517                                                                        | 06/06/17     |           | 3,475    | 0.2500          | 868.75     |                                            |
| Dividend             | PACCAR INC<br>20-75-079-4768517                                                                        | 09/06/17     |           | 3,475    | 0.2500          | 868.75     |                                            |
| Dividend             | POTASH CORP SASKATCHEWAN INC<br>ISIN CA73755L1076 SEDOL 2696980<br>20-75-079-4768517                   | 11/02/16     |           | 12,000   | 0.1000          | 1,200.00   |                                            |



*Detail*

**Corporate stock - common**

| Activity             | Description                                                                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Foreign tax withheld | POTASH CORP SASKATCHEWAN INC<br>ISIN CA73755L1076 SEDOL 2696980<br>25% TAX WITHHELD BY CANADA<br>20-75-079-4768517          | 11/02/16     |           |          |                 | - 300.00 |                                            |
| Dividend             | POTASH CORP SASKATCHEWAN INC<br>ISIN CA73755L1076 SEDOL 2696980<br>20-75-079-4768517                                        | 02/02/17     |           | 12,000   | 0.1000          | 1,200.00 |                                            |
| Foreign tax withheld | POTASH CORP SASKATCHEWAN INC<br>ISIN CA73755L1076 SEDOL 2696980<br>25% TAX WITHHELD BY UNKNOWN COUNTRY<br>20-75-079-4768517 | 02/02/17     |           |          |                 | - 300.00 |                                            |
| Dividend             | POTASH CORP SASKATCHEWAN INC<br>ISIN CA73755L1076 SEDOL 2696980<br>20-75-079-4768517                                        | 05/02/17     |           | 12,000   | 0.1000          | 1,200.00 |                                            |
| Foreign tax withheld | POTASH CORP SASKATCHEWAN INC<br>ISIN CA73755L1076 SEDOL 2696980<br>25% TAX WITHHELD BY UNKNOWN COUNTRY<br>20-75-079-4768517 | 05/02/17     |           |          |                 | - 300.00 |                                            |
| Dividend             | POTASH CORP SASKATCHEWAN INC<br>ISIN CA73755L1076 SEDOL 2696980<br>20-75-079-4768517                                        | 08/01/17     |           | 12,000   | 0.1000          | 1,200.00 |                                            |
| Foreign tax withheld | POTASH CORP SASKATCHEWAN INC<br>ISIN CA73755L1076 SEDOL 2696980<br>25% TAX WITHHELD BY UNKNOWN COUNTRY<br>20-75-079-4768517 | 08/01/17     |           |          |                 | - 300.00 |                                            |
| Dividend             | PROGRESSIVE CORP OHIO<br>20-75-079-4768517                                                                                  | 02/10/17     |           | 5,750    | 0.6808          | 3,914.60 |                                            |
| Dividend             | ROCKWELL AUTOMATION INC<br>20-75-079-4768517                                                                                | 12/12/16     |           | 550      | 0.7600          | 418.00   |                                            |
| Dividend             | ROSS STORES INC<br>20-75-079-4768517                                                                                        | 12/30/16     |           | 1,925    | 0.1350          | 259.88   |                                            |
| Dividend             | SCHLUMBERGER LTD<br>SEDOL 2779201<br>ISIN AN8068571086<br>20-75-079-4768517                                                 | 10/14/16     |           | 3,050    | 0.5000          | 1,525.00 |                                            |

*Detail*

**Corporate stock - common**

| Activity | Description                                                                 | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Dividend | SCHLUMBERGER LTD<br>SEDOL 2779201<br>ISIN AN8068571086<br>20-75-079-4768517 | 01/13/17     |           | 3,100    | 0.5000          | 1,550.00 |                                            |
| Dividend | SCHLUMBERGER LTD<br>SEDOL 2779201<br>ISIN AN8068571086<br>20-75-079-4768517 | 04/17/17     |           | 3,100    | 0.5000          | 1,550.00 |                                            |
| Dividend | SCHLUMBERGER LTD<br>SEDOL 2779201<br>ISIN AN8068571086<br>20-75-079-4768517 | 07/14/17     |           | 3,100    | 0.5000          | 1,550.00 |                                            |
| Dividend | STANLEY BLACK & DECKER INC<br>20-75-079-4768517                             | 12/20/16     |           | 1,725    | 0.5800          | 1,000.50 |                                            |
| Dividend | STANLEY BLACK & DECKER INC<br>20-75-079-4768517                             | 03/21/17     |           | 1,725    | 0.5800          | 1,000.50 |                                            |
| Dividend | STANLEY BLACK & DECKER INC<br>20-75-079-4768517                             | 06/20/17     |           | 1,725    | 0.5800          | 1,000.50 |                                            |
| Dividend | STANLEY BLACK & DECKER INC<br>20-75-079-4768517                             | 09/19/17     |           | 1,725    | 0.6300          | 1,086.75 |                                            |
| Dividend | TJX COMPANIES INC NEW<br>20-75-079-4768517                                  | 06/01/17     |           | 1,875    | 0.3125          | 585.94   |                                            |
| Dividend | TJX COMPANIES INC NEW<br>20-75-079-4768517                                  | 08/31/17     |           | 2,975    | 0.3125          | 929.69   |                                            |
| Dividend | TWENTY-FIRST CENTURY-CL A-WI<br>20-75-079-4768517                           | 10/19/16     |           | 3,175    | 0.1800          | 571.50   |                                            |
| Dividend | TWENTY-FIRST CENTURY-CL A-WI<br>20-75-079-4768517                           | 04/19/17     |           | 3,175    | 0.1800          | 571.50   |                                            |
| Dividend | TWENTY-FIRST CENTURY-CL B-WI<br>20-75-079-4768517                           | 10/19/16     |           | 6,775    | 0.1800          | 1,219.50 |                                            |
| Dividend | TWENTY-FIRST CENTURY-CL B-WI<br>20-75-079-4768517                           | 04/19/17     |           | 6,775    | 0.1800          | 1,219.50 |                                            |

*Detail*

**Corporate stock - common**

| Activity                | Description                                                                                        | Payable date | Post date | Quantity | Amount per unit | Cash     | Original value at PNC Value last statement |
|-------------------------|----------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|----------|--------------------------------------------|
| Dividend                | UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517                                              | 12/07/16     | 12/08/16  | 3,200    | 0.3546          | 1,134.72 |                                            |
| Processing fee withheld | UNILEVER PLC W/<br>SPONSORED ADR<br>PROCESS FEE W/HELD @ \$00.00500 PER SHARE<br>20-75-079-4768517 | 12/07/16     | 12/08/16  |          |                 | - 16.00  |                                            |
| Dividend                | UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517                                              | 03/15/17     |           | 5,150    | 0.3439          | 1,771.09 |                                            |
| Processing fee withheld | UNILEVER PLC W/<br>SPONSORED ADR<br>PROCESS FEE W/HELD @ \$00.00500 PER SHARE<br>20-75-079-4768517 | 03/15/17     |           |          |                 | - 25.75  |                                            |
| Dividend                | UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517                                              | 06/07/17     |           | 5,150    | 0.3828          | 1,971.42 |                                            |
| Processing fee withheld | UNILEVER PLC W/<br>SPONSORED ADR<br>PROCESS FEE W/HELD @ \$00.00500 PER SHARE<br>20-75-079-4768517 | 06/07/17     |           |          |                 | - 25.75  |                                            |
| Dividend                | UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517                                              | 09/06/17     |           | 2,600    | 0.4140          | 1,076.40 |                                            |
| Processing fee withheld | UNILEVER PLC W/<br>SPONSORED ADR<br>PROCESS FEE W/HELD @ \$00.00500 PER SHARE<br>20-75-079-4768517 | 09/06/17     |           |          |                 | - 13.00  |                                            |
| Dividend                | UNITEDHEALTH GROUP INC<br>20-75-079-4768517                                                        | 12/13/16     |           | 1,850    | 0.6250          | 1,156.25 |                                            |
| Dividend                | UNITEDHEALTH GROUP INC<br>20-75-079-4768517                                                        | 03/21/17     |           | 1,850    | 0.6250          | 1,156.25 |                                            |
| Dividend                | UNITEDHEALTH GROUP INC<br>20-75-079-4768517                                                        | 06/27/17     |           | 1,850    | 0.7500          | 1,387.50 |                                            |

*Detail*

**Corporate stock - common**

| Activity                              | Description                                 | Payable date | Post date | Quantity | Amount per unit | Cash                | Original value at PNC Value last statement |
|---------------------------------------|---------------------------------------------|--------------|-----------|----------|-----------------|---------------------|--------------------------------------------|
| Dividend                              | UNITEDHEALTH GROUP INC<br>20-75-079-4768517 | 09/19/17     |           | 1,850    | 0.7500          | 1,387.50            |                                            |
| <b>Total corporate stock - common</b> |                                             |              |           |          |                 | <b>\$100,446.22</b> |                                            |

**Registered investment companies**

| Activity                  | Description                                                                                                                     | Payable date | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Dividend                  | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>DIVIDEND PAYABLE ON 09/30/16<br>20-75-079-4493586                                 | 09/30/16     | 10/04/16  | 24.692   | \$74.2617       | \$1,833.67 |                                            |
| Capital gain distribution | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>SHORT TERM CAPITAL GAINS DISTRIBUTION<br>PAYABLE ON 12/08/16<br>20-75-079-4493586 | 12/08/16     | 12/12/16  | 31.367   | 64.7107         | 2,029.78   |                                            |
| Capital gain distribution | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>LONG TERM CAPITAL GAINS DISTRIBUTION<br>PAYABLE ON 12/08/16<br>20-75-079-4493586  | 12/08/16     | 12/12/16  | 303.586  | 64.7101         | 19,645.07  |                                            |
| Dividend                  | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>DIVIDEND PAYABLE ON 12/08/16<br>20-75-079-4493586                                 | 12/08/16     | 12/12/16  | 46.530   | 64.7105         | 3,010.98   |                                            |
| Dividend                  | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>DIVIDEND PAYABLE ON 03/31/17<br>20-75-079-4493586                                 | 03/31/17     | 04/04/17  | 35.370   | 66.0916         | 2,337.66   |                                            |

*Detail*

**Registered investment companies**

| Activity                  | Description                                                                                                                                                     | Payable date | Post date | Quantity   | Amount per unit | Cash      | Original value at PNC Value last statement |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|------------|-----------------|-----------|--------------------------------------------|
| Capital gain distribution | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>LONG TERM CAPITAL GAINS DISTRIBUTION<br>PAYABLE ON 06/30/17<br>20-75-079-4493586                                  | 06/30/17     | 07/05/17  | 59.024     | 66.4909         | 3,924.56  |                                            |
| Dividend                  | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>DIVIDEND PAYABLE ON 06/30/17<br>20-75-079-4493586                                                                 | 06/30/17     | 07/05/17  | 28.746     | 66.4917         | 1,911.37  |                                            |
| Dividend                  | AMERICAN EUROPACIFIC GROWTH FUND<br>CLASS-R6<br>20-75-079-4493594                                                                                               | 12/23/16     | 12/27/16  | 62,432.483 | 0.7373          | 46,031.47 |                                            |
| Capital gain distribution | AMERICAN EUROPACIFIC GROWTH FUND<br>CLASS-R6<br>LONG TERM CAPITAL GAINS DISTRIBUTION<br>PAYABLE 06/15/17 AT .9630 PER SHARE<br>20-75-079-4493594                | 06/15/17     | 06/16/17  | 62,432.483 | 0.9630          | 60,122.48 |                                            |
| Dividend                  | AMERICAN EUROPACIFIC GROWTH FUND<br>CLASS-R6<br>20-75-079-4493594                                                                                               | 06/15/17     | 06/16/17  | 62,432.483 | 0.1654          | 10,326.33 |                                            |
| Dividend                  | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>DIVIDEND PAYABLE ON 12/19/16<br>20-75-079-4493586                                | 12/19/16     | 12/29/16  | 55.082     | 41.0201         | 2,259.47  |                                            |
| Capital gain distribution | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>LONG TERM CAPITAL GAINS DISTRIBUTION<br>PAYABLE ON 12/19/16<br>20-75-079-4493586 | 12/19/16     | 12/29/16  | 61.949     | 41.0200         | 2,541.15  |                                            |
| Dividend                  | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>DIVIDEND PAYABLE ON 03/06/17<br>20-75-079-4493586                                | 03/06/17     |           | 9.313      | 41.9908         | 391.06    |                                            |

*Detail*

**Registered investment companies**

| Activity                  | Description                                                                                                                                                     | Payable date | Post date | Quantity | Amount per unit | Cash      | Original value at PNC Value last statement |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|-----------|--------------------------------------------|
| Dividend                  | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>DIVIDEND PAYABLE ON 06/05/17<br>20-75-079-4493586                                | 06/05/17     |           | 16.664   | 42.2324         | 703.76    |                                            |
| Dividend                  | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>DIVIDEND PAYABLE ON 09/11/17<br>20-75-079-4493586                                | 09/11/17     | 09/12/17  | 28.938   | 42.4100         | 1,227.26  |                                            |
| Capital gain distribution | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>LONG TERM CAPITAL GAINS DISTRIBUTION<br>PAYABLE ON 09/11/17<br>20-75-079-4493586 | 09/11/17     | 09/12/17  | 100.270  | 42.4101         | 4,252.46  |                                            |
| Dividend                  | VANGUARD REIT INDX #5123<br>ADM<br>DIVIDEND PAYABLE ON 12/22/16<br>20-75-079-4493586                                                                            | 12/22/16     | 12/23/16  | 125.788  | 114.4306        | 14,394.00 |                                            |
| Dividend                  | VANGUARD REIT INDX #5123<br>ADM<br>DIVIDEND PAYABLE ON 03/22/17<br>20-75-079-4493586                                                                            | 03/22/17     |           | 44.671   | 115.3704        | 5,153.71  |                                            |
| Dividend                  | VANGUARD REIT INDX #5123<br>ADM<br>DIVIDEND PAYABLE ON 06/23/17<br>20-75-079-4493586                                                                            | 06/23/17     |           | 58.914   | 118.7799        | 6,997.80  |                                            |
| Dividend                  | VANGUARD REIT INDX #5123<br>ADM<br>DIVIDEND PAYABLE ON 09/22/17<br>20-75-079-4493586                                                                            | 09/22/17     |           | 63.999   | 117.6815        | 7,531.50  |                                            |
| Dividend                  | VANGUARD S&P MID-CAP 400<br>ETF<br>20-75-079-4493578                                                                                                            | 12/27/16     |           | 17,507   | 0.5580          | 9,768.91  |                                            |

*Detail*

**Registered investment companies**

| Activity                                     | Description                                            | Payable date | Post date | Quantity | Amount per unit | Cash                | Original value at PNC Value last statement |
|----------------------------------------------|--------------------------------------------------------|--------------|-----------|----------|-----------------|---------------------|--------------------------------------------|
| Dividend                                     | VANGUARD S&P MID-CAP 400<br>ETF<br>20-75-079-4493578   | 03/28/17     |           | 17,507   | 0.1270          | 2,223.39            |                                            |
| Dividend                                     | VANGUARD S&P MID-CAP 400<br>ETF<br>20-75-079-4493578   | 07/05/17     |           | 17,507   | 0.4110          | 7,195.38            |                                            |
| Dividend                                     | VANGUARD TOTAL BOND MARKET<br>ETF<br>20-75-079-6791477 | 04/07/17     |           | 28,460   | 0.1736          | 4,940.71            |                                            |
| Dividend                                     | VANGUARD TOTAL BOND MARKET<br>ETF<br>20-75-079-6791477 | 05/05/17     |           | 28,460   | 0.1679          | 4,778.60            |                                            |
| Dividend                                     | VANGUARD TOTAL BOND MARKET<br>ETF<br>20-75-079-6791477 | 06/07/17     |           | 28,460   | 0.1722          | 4,901.07            |                                            |
| Dividend                                     | VANGUARD TOTAL BOND MARKET<br>ETF<br>20-75-079-6791477 | 07/10/17     |           | 28,460   | 0.1697          | 4,828.89            |                                            |
| Dividend                                     | VANGUARD TOTAL BOND MARKET<br>ETF<br>20-75-079-6791477 | 08/07/17     |           | 28,460   | 0.1711          | 4,868.65            |                                            |
| Dividend                                     | VANGUARD TOTAL BOND MARKET<br>ETF<br>20-75-079-6791477 | 09/08/17     |           | 28,460   | 0.1735          | 4,938.35            |                                            |
| <b>Total registered investment companies</b> |                                                        |              |           |          |                 | <b>\$245,069.49</b> |                                            |

*Detail*

**Other assets**

| Activity                       | Description                                                                                          | Payable date | Post date | Quantity | Amount per unit | Cash                | Original value at PNC Value last statement |
|--------------------------------|------------------------------------------------------------------------------------------------------|--------------|-----------|----------|-----------------|---------------------|--------------------------------------------|
| Accrued interest paid          | MET GOVT NASHVILLE & DAVID VANDERBILT REV CALL 04/01/26@100 04.053% DUE 07/01/2026 20-75-079-6814326 | 09/28/17     |           | 50,000   | \$0.0098        | - \$489.74          |                                            |
| <b>Total investment income</b> |                                                                                                      |              |           |          |                 | <b>\$597,283.60</b> |                                            |

**Sales and Maturities**

**Interest bearing cash**

| Activity | Description                                                          | Trade date | Settle date | Quantity    | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------|------------|-------------|-------------|-----------------|---------|-------------|--------------------------------------------|
| Sale     | PNC GOVT. MONEY MARKET FUND #405 SALE OF ACI ASSET 20-75-079-4493552 | 10/31/16   | 10/31/16    | 22,639.160  | \$1.0000        |         | \$22,639.16 | - \$22,639.16<br>- \$22,639.16             |
| Sale     | PNC GOVT. MONEY MARKET FUND #405 SALE OF ACI ASSET 20-75-079-4768517 | 10/31/16   | 10/31/16    | 98,517.780  | 1.0000          |         | 98,517.78   | - 98,517.78<br>- 98,517.78                 |
| Sale     | PNC GOVT. MONEY MARKET FUND #405 SALE OF ACI ASSET 20-75-079-3620912 | 11/30/16   | 11/30/16    | 116,521.230 | 1.0000          |         | 116,521.23  | - 116,521.23<br>- 116,521.23               |
| Sale     | PNC GOVT. MONEY MARKET FUND #405 SALE OF ACI ASSET 20-75-079-4493552 | 11/30/16   | 11/30/16    | 216,386.510 | 1.0000          |         | 216,386.51  | - 216,386.51<br>- 216,386.51               |



*Detail*

**Interest bearing cash**

| Activity | Description                                                                      | Trade date | Settle date | Quantity      | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------|------------|-------------|---------------|-----------------|---------|--------------|--------------------------------------------|
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-3620912 | 12/31/16   | 12/31/16    | 3,768.570     | 1.0000          |         | 3,768.57     | - 3,768.57<br>- 3,768.57                   |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-3620912 | 01/31/17   | 01/31/17    | 24,517.800    | 1.0000          |         | 24,517.80    | - 24,517.80<br>- 24,517.80                 |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-4493552 | 01/31/17   | 01/31/17    | 52,422.290    | 1.0000          |         | 52,422.29    | - 52,422.29<br>- 52,422.29                 |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-4768517 | 02/28/17   | 02/28/17    | 133,955.200   | 1.0000          |         | 133,955.20   | - 133,955.20<br>- 133,955.20               |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-4493552 | 03/31/17   | 03/31/17    | 2,053,986.060 | 1.0000          |         | 2,053,986.06 | - 2,053,986.06<br>- 2,053,986.06           |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-4768517 | 03/31/17   | 03/31/17    | 31,767.470    | 1.0000          |         | 31,767.47    | - 31,767.47<br>- 31,767.47                 |

*Detail*

**Interest bearing cash**

| Activity | Description                                                                      | Trade date | Settle date | Quantity   | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------|------------|-------------|------------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-4493552 | 04/30/17   | 04/30/17    | 18,467.740 | 1.0000          |         | 18,467.74 | - 18,467.74<br>- 18,467.74                 |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-4493552 | 05/31/17   | 05/31/17    | 21,329.040 | 1.0000          |         | 21,329.04 | - 21,329.04<br>- 21,329.04                 |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-3620912 | 06/30/17   | 06/30/17    | 5,640.890  | 1.0000          |         | 5,640.89  | - 5,640.89<br>- 5,640.89                   |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-3620912 | 07/31/17   | 07/31/17    | 14,783.820 | 1.0000          |         | 14,783.82 | - 14,783.82<br>- 14,783.82                 |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-4493552 | 07/31/17   | 07/31/17    | 6,353.070  | 1.0000          |         | 6,353.07  | - 6,353.07<br>- 6,353.07                   |
| Sale     | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>SALE OF ACI ASSET<br>20-75-079-3620912 | 08/31/17   | 08/31/17    | 15,487.370 | 1.0000          |         | 15,487.37 | - 15,487.37<br>- 15,487.37                 |

*Detail*

**Interest bearing cash**

| Activity                           | Description                                                                | Trade date | Settle date | Quantity    | Amount per unit | Charges | Cash                  | Original value at PNC Value last statement   |
|------------------------------------|----------------------------------------------------------------------------|------------|-------------|-------------|-----------------|---------|-----------------------|----------------------------------------------|
| Sale                               | PNC GOVT. MONEY MARKET FUND #405<br>SALE OF ACI ASSET<br>20-75-079-6814326 | 09/29/17   | 09/29/17    | 233,765.960 | 1.0000          |         | 233,765.96            | - 233,765.96<br>- 233,765.96                 |
| <b>Total interest bearing cash</b> |                                                                            |            |             |             |                 |         | <b>\$3,070,309.96</b> | <b>- \$3,070,309.96<br/>- \$3,070,309.96</b> |

**US government securities**

| Activity | Description                                                                                                                                                         | Trade date | Settle date | Quantity  | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|------------|--------------------------------------------|
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 93,941.28 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 09/30/16   | 10/17/16    | 1,489.690 | \$1.0000        |         | \$1,489.69 | - \$1,524.84<br>- \$1,549.43               |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 92,451.59 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 10/31/16   | 11/15/16    | 1,175.740 | 1.0000          |         | 1,175.74   | - 1,203.48<br>- 1,222.89                   |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 91,275.84 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 11/30/16   | 12/15/16    | 1,262.890 | 1.0000          |         | 1,262.89   | - 1,292.69<br>- 1,313.93                   |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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*Detail*

**US government securities**

| Activity | Description                                                                                                                                                         | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash   | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------|--------------------------------------------|
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 90,012.96 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/15/17<br>20-75-079-4493552 | 12/31/16   | 01/17/17    | 976.220  | 1.0000          |         | 976.22 | - 999.25<br>- 1,015.37                     |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 89,036.74 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 01/31/17   | 02/15/17    | 518.020  | 1.0000          |         | 518.02 | - 530.24<br>- 538.79                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 88,518.71 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 02/28/17   | 03/15/17    | 444.360  | 1.0000          |         | 444.36 | - 454.84<br>- 462.18                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 88,074.36 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 03/31/17   | 04/14/17    | 498.730  | 1.0000          |         | 498.73 | - 510.50<br>- 518.73                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 87,575.63 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 04/30/17   | 05/15/17    | 546.150  | 1.0000          |         | 546.15 | - 559.04<br>- 568.05                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 87,029.48 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 05/31/17   | 06/15/17    | 502.480  | 1.0000          |         | 502.48 | - 514.34<br>- 522.63                       |

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| Activity | Description                                                                                                                                                         | Trade date | Settle date | Quantity  | Amount per unit | Charges | Cash     | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 86,526.99 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 06/30/17   | 07/17/17    | 721.320   | 1.0000          |         | 721.32   | - 738.34<br>- 750.24                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 85,805.67 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 07/31/17   | 08/15/17    | 581.860   | 1.0000          |         | 581.86   | - 595.59<br>- 605.19                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>PRINCIPAL ON 85,223.82 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 08/31/17   | 09/15/17    | 789.170   | 1.0000          |         | 789.17   | - 807.79<br>- 820.82                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 83,953.17 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/15/16<br>20-75-079-4493552 | 09/30/16   | 10/17/16    | 987.670   | 1.0000          |         | 987.67   | - 1,029.34<br>- 1,028.52                   |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 82,965.50 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/15/16<br>20-75-079-4493552 | 10/31/16   | 11/15/16    | 562.220   | 1.0000          |         | 562.22   | - 585.94<br>- 585.47                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 82,403.28 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/15/16<br>20-75-079-4493552 | 11/30/16   | 12/15/16    | 1,309.800 | 1.0000          |         | 1,309.80 | - 1,365.06<br>- 1,363.97                   |

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| Activity | Description                                                                                                                                                         | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash   | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------|--------------------------------------------|
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 81,093.48 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/15/17<br>20-75-079-4493552 | 12/31/16   | 01/17/17    | 905.910  | 1.0000          |         | 905.91 | - 944.13<br>- 943.38                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 80,187.58 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/15/17<br>20-75-079-4493552 | 01/31/17   | 02/15/17    | 746.340  | 1.0000          |         | 746.34 | - 777.83<br>- 777.21                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 79,441.24 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/15/17<br>20-75-079-4493552 | 02/28/17   | 03/15/17    | 566.060  | 1.0000          |         | 566.06 | - 589.94<br>- 589.47                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 78,875.18 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/15/17<br>20-75-079-4493552 | 03/31/17   | 04/14/17    | 638.850  | 1.0000          |         | 638.85 | - 665.80<br>- 665.27                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 78,236.33 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/15/17<br>20-75-079-4493552 | 04/30/17   | 05/15/17    | 894.340  | 1.0000          |         | 894.34 | - 932.07<br>- 931.33                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 77,341.99 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/15/17<br>20-75-079-4493552 | 05/31/17   | 06/15/17    | 835.150  | 1.0000          |         | 835.15 | - 870.38<br>- 869.69                       |

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| Activity | Description                                                                                                                                                         | Trade date | Settle date | Quantity  | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|------------|--------------------------------------------|
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 76,506.84 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/15/17<br>20-75-079-6814326 | 06/30/17   | 07/17/17    | 678.180   | 1.0000          |         | 678.18     | - 706.79<br>- 706.23                       |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 75,828.66 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/15/17<br>20-75-079-6814326 | 07/31/17   | 08/15/17    | 1,086.380 | 1.0000          |         | 1,086.38   | - 1,132.21<br>- 1,131.31                   |
| Paydown  | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 74,742.28 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/15/17<br>20-75-079-6814326 | 08/31/17   | 09/15/17    | 886.900   | 1.0000          |         | 886.90     | - 924.32<br>- 923.58                       |
| Sale     | FEDERAL NATL MTG ASSN<br>BONDS<br>06.625% DUE 11/15/2030<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552                                                 | 02/23/17   | 02/24/17    | 130,000   | 140.6020        |         | 182,782.60 | - 163,520.24<br>- 197,680.60               |
| Sale     | FEDERAL NATL MTG ASSN<br>NTS<br>05.000% DUE 02/13/2017<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552                                                   | 01/26/17   | 01/27/17    | 90,000    | 100.1960        |         | 90,176.40  | - 99,469.26<br>- 91,476.00                 |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 5,459.77 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552           | 09/30/16   | 10/25/16    | 504.830   | 1.0000          |         | 504.83     | - 504.32<br>- 517.40                       |

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| Activity | Description                                                                                                                                               | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash   | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 4,954.94 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 350.170  | 1.0000          |         | 350.17 | - 349.81<br>- 358.89                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 4,604.77 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 378.190  | 1.0000          |         | 378.19 | - 377.80<br>- 387.60                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 4,226.58 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 415.440  | 1.0000          |         | 415.44 | - 415.02<br>- 425.78                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 3,811.14 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 328.300  | 1.0000          |         | 328.30 | - 327.97<br>- 336.47                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 3,482.84 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 332.190  | 1.0000          |         | 332.19 | - 331.85<br>- 340.46                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 3,150.65 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 325.780  | 1.0000          |         | 325.78 | - 325.45<br>- 333.89                       |



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| Activity | Description                                                                                                                                               | Trade date | Settle date | Quantity  | Amount per unit | Charges | Cash     | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 2,824.86 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 377.110   | 1.0000          |         | 377.11   | - 376.72<br>- 386.49                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 2,447.75 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 286.960   | 1.0000          |         | 286.96   | - 286.67<br>- 294.10                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 2,160.79 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 328.750   | 1.0000          |         | 328.75   | - 328.41<br>- 336.93                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 1,832.04 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 274.570   | 1.0000          |         | 274.57   | - 274.29<br>- 281.40                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>PRINCIPAL ON 1,557.47 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 277.260   | 1.0000          |         | 277.26   | - 276.98<br>- 284.16                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 90,658.22 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 1,576.560 | 1.0000          |         | 1,576.56 | - 1,633.83<br>- 1,669.01                   |

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|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 89,081.66 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 2,411.310 | 1.0000          |         | 2,411.31 | - 2,498.91<br>- 2,552.71                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 86,670.35 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 1,348.650 | 1.0000          |         | 1,348.65 | - 1,397.64<br>- 1,427.73                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 85,321.70 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 1,606     | 1.0000          |         | 1,606.00 | - 1,664.34<br>- 1,700.18                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 83,715.70 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 1,249.990 | 1.0000          |         | 1,249.99 | - 1,295.40<br>- 1,323.29                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 82,465.71 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 458.650   | 1.0000          |         | 458.65   | - 475.31<br>- 485.55                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 82,007.06 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 697.040   | 1.0000          |         | 697.04   | - 722.36<br>- 737.91                       |

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|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 81,310.02 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 748.120   | 1.0000          |         | 748.12   | - 775.30<br>- 791.99                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 80,561.90 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 1,229.850 | 1.0000          |         | 1,229.85 | - 1,274.53<br>- 1,301.97                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 79,332.06 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 1,094.970 | 1.0000          |         | 1,094.97 | - 1,134.75<br>- 1,159.18                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 78,237.08 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 835.650   | 1.0000          |         | 835.65   | - 866.01<br>- 884.65                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>PRINCIPAL ON 77,401.43 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 635.030   | 1.0000          |         | 635.03   | - 658.10<br>- 672.27                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 97,862.58 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 556.730   | 1.0000          |         | 556.73   | - 577.48<br>- 578.14                       |

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|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 97,305.85 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 560       | 1.0000          |         | 560.00   | - 580.87<br>- 581.53                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 96,745.85 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 924.630   | 1.0000          |         | 924.63   | - 959.09<br>- 960.18                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 95,821.22 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 1,518.550 | 1.0000          |         | 1,518.55 | - 1,575.14<br>- 1,576.94                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 94,302.67 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 555.750   | 1.0000          |         | 555.75   | - 576.46<br>- 577.12                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 93,746.91 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 562.490   | 1.0000          |         | 562.49   | - 583.45<br>- 584.12                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 93,184.42 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 2,465.330 | 1.0000          |         | 2,465.33 | - 2,557.20<br>- 2,560.12                   |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 90,719.10 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552  | 04/30/17   | 05/25/17    | 1,312.070 | 1.0000          |         | 1,312.07 | - 1,360.97<br>- 1,362.52                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 89,407.03 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552  | 05/31/17   | 06/26/17    | 1,338.580 | 1.0000          |         | 1,338.58 | - 1,388.46<br>- 1,390.05                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 88,068.45 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326  | 06/30/17   | 07/25/17    | 1,282.310 | 1.0000          |         | 1,282.31 | - 1,330.10<br>- 1,331.61                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 86,786.14 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326  | 07/31/17   | 08/25/17    | 537.980   | 1.0000          |         | 537.98   | - 558.03<br>- 558.67                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>PRINCIPAL ON 86,248.16 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326  | 08/31/17   | 09/25/17    | 1,664.940 | 1.0000          |         | 1,664.94 | - 1,726.99<br>- 1,728.96                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>PRINCIPAL ON 138,144.34 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 3,157.840 | 1.0000          |         | 3,157.84 | - 3,319.19<br>- 3,331.24                   |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-------------|-----------------|---------|------------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>PRINCIPAL ON 134,986.50 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 2,932.790   | 1.0000          |         | 2,932.79   | - 3,082.64<br>- 3,093.83                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>PRINCIPAL ON 132,053.71 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 2,293.440   | 1.0000          |         | 2,293.44   | - 2,410.62<br>- 2,419.37                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>PRINCIPAL ON 129,760.28 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 2,386.560   | 1.0000          |         | 2,386.56   | - 2,508.50<br>- 2,517.61                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>PRINCIPAL ON 127,373.71 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 877.760     | 1.0000          |         | 877.76     | - 922.61<br>- 925.96                       |
| Sale     | FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>CLARKE G.X. & CO.<br>02/23 SALE 126,495.954 PAR @ 102.4843<br>20-75-079-4493552          | 02/23/17   | 03/01/17    | 126,495.954 | 102.4844        |         | 129,638.60 | - 132,959.09<br>- 133,441.84               |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 144,686.81 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 510.530     | 1.0000          |         | 510.53     | - 548.26<br>- 549.16                       |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 144,176.28 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 2,717.820 | 1.0000          |         | 2,717.82 | - 2,918.68<br>- 2,923.45                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 141,458.46 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 827.460   | 1.0000          |         | 827.46   | - 888.61<br>- 890.07                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 140,631.00 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 3,760.180 | 1.0000          |         | 3,760.18 | - 4,038.08<br>- 4,044.68                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 136,870.82 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 857.770   | 1.0000          |         | 857.77   | - 921.17<br>- 922.67                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 136,013.05 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 2,385.060 | 1.0000          |         | 2,385.06 | - 2,561.33<br>- 2,565.51                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 133,627.99 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 1,141.160 | 1.0000          |         | 1,141.16 | - 1,225.50<br>- 1,227.50                   |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 132,486.82 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 2,603.530 | 1.0000          |         | 2,603.53 | - 2,795.95<br>- 2,800.51                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 129,883.30 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 3,053.240 | 1.0000          |         | 3,053.24 | - 3,278.89<br>- 3,284.25                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 126,830.05 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 2,263.540 | 1.0000          |         | 2,263.54 | - 2,430.83<br>- 2,434.80                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 124,566.52 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 2,264.710 | 1.0000          |         | 2,264.71 | - 2,432.09<br>- 2,436.06                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>PRINCIPAL ON 122,301.80 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 1,869.650 | 1.0000          |         | 1,869.65 | - 2,007.83<br>- 2,011.11                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 132,466.93 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 1,854.970 | 1.0000          |         | 1,854.97 | - 1,876.06<br>- 1,932.29                   |



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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 130,611.96 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 2,443.130 | 1.0000          |         | 2,443.13 | - 2,470.91<br>- 2,544.96                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 128,168.83 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 1,825.710 | 1.0000          |         | 1,825.71 | - 1,846.47<br>- 1,901.81                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 126,343.11 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 1,548.130 | 1.0000          |         | 1,548.13 | - 1,565.73<br>- 1,612.66                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 124,794.98 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 1,114.260 | 1.0000          |         | 1,114.26 | - 1,126.93<br>- 1,160.70                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 123,680.72 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 804.730   | 1.0000          |         | 804.73   | - 813.88<br>- 838.27                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 122,875.99 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 1,405.080 | 1.0000          |         | 1,405.08 | - 1,421.06<br>- 1,463.64                   |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 121,470.91 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 1,531.400 | 1.0000          |         | 1,531.40 | - 1,548.81<br>- 1,595.23                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 119,939.51 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 1,522.160 | 1.0000          |         | 1,522.16 | - 1,539.47<br>- 1,585.60                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 118,417.35 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 1,518.620 | 1.0000          |         | 1,518.62 | - 1,535.89<br>- 1,581.92                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 116,898.73 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 1,094.950 | 1.0000          |         | 1,094.95 | - 1,107.40<br>- 1,140.59                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>PRINCIPAL ON 115,803.77 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 1,154.240 | 1.0000          |         | 1,154.24 | - 1,167.37<br>- 1,202.35                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 74,951.48 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552  | 09/30/16   | 10/25/16    | 902.430   | 1.0000          |         | 902.43   | - 954.18<br>- 955.76                       |

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|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 74,049.04 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 1,916.160 | 1.0000          |         | 1,916.16 | - 2,026.04<br>- 2,029.41                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 72,132.88 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 1,633.530 | 1.0000          |         | 1,633.53 | - 1,727.20<br>- 1,730.07                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 70,499.35 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 754.420   | 1.0000          |         | 754.42   | - 797.68<br>- 799.01                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 69,744.93 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 850.710   | 1.0000          |         | 850.71   | - 899.49<br>- 900.99                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 68,894.23 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 470.750   | 1.0000          |         | 470.75   | - 497.75<br>- 498.57                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 68,423.48 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 1,495.300 | 1.0000          |         | 1,495.30 | - 1,581.05<br>- 1,583.67                   |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 66,928.17 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552  | 04/30/17   | 05/25/17    | 1,063.680 | 1.0000          |         | 1,063.68 | - 1,124.68<br>- 1,126.54                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 65,864.49 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552  | 05/31/17   | 06/26/17    | 1,458.480 | 1.0000          |         | 1,458.48 | - 1,542.12<br>- 1,544.68                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 64,406.01 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326  | 06/30/17   | 07/25/17    | 425.300   | 1.0000          |         | 425.30   | - 449.69<br>- 450.44                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 63,980.71 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326  | 07/31/17   | 08/25/17    | 1,121     | 1.0000          |         | 1,121.00 | - 1,185.28<br>- 1,187.25                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>PRINCIPAL ON 62,859.71 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326  | 08/31/17   | 09/25/17    | 885.810   | 1.0000          |         | 885.81   | - 936.61<br>- 938.16                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 60,966.17 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 1,166.860 | 1.0000          |         | 1,166.86 | - 1,237.97<br>- 1,244.01                   |

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| Activity | Description                                                                                                                                                | Trade date | Settle date | Quantity  | Amount per unit | Charges | Cash     | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 59,799.31 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 1,881.280 | 1.0000          |         | 1,881.28 | - 1,995.92<br>- 2,005.67                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 57,918.03 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 372.160   | 1.0000          |         | 372.16   | - 394.84<br>- 396.77                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 57,545.87 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 593.240   | 1.0000          |         | 593.24   | - 629.39<br>- 632.47                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 56,952.63 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 781.180   | 1.0000          |         | 781.18   | - 828.78<br>- 832.83                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 56,171.45 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 577.790   | 1.0000          |         | 577.79   | - 613.00<br>- 615.99                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 55,593.65 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 773.150   | 1.0000          |         | 773.15   | - 820.26<br>- 824.27                       |

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| Activity | Description                                                                                                                                                | Trade date | Settle date | Quantity  | Amount per unit | Charges | Cash     | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 54,820.51 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 1,338.800 | 1.0000          |         | 1,338.80 | - 1,420.38<br>- 1,427.32                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 53,481.71 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 1,263.710 | 1.0000          |         | 1,263.71 | - 1,340.72<br>- 1,347.27                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 52,218.00 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 1,222.220 | 1.0000          |         | 1,222.22 | - 1,296.70<br>- 1,303.03                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 50,995.78 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 544.880   | 1.0000          |         | 544.88   | - 578.08<br>- 580.91                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>PRINCIPAL ON 50,450.90 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 1,374.140 | 1.0000          |         | 1,374.14 | - 1,457.88<br>- 1,465.00                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 60,151.52 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552  | 09/30/16   | 10/25/16    | 1,454.800 | 1.0000          |         | 1,454.80 | - 1,530.50<br>- 1,539.86                   |

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| Activity | Description                                                                                                                                               | Trade date | Settle date | Quantity  | Amount per unit | Charges | Cash     | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 58,696.73 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 1,596.580 | 1.0000          |         | 1,596.58 | - 1,679.65<br>- 1,689.93                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 57,100.15 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 1,721.330 | 1.0000          |         | 1,721.33 | - 1,810.89<br>- 1,821.98                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 55,378.82 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 876.240   | 1.0000          |         | 876.24   | - 921.83<br>- 927.47                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 54,502.58 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 498.320   | 1.0000          |         | 498.32   | - 524.25<br>- 527.46                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 54,004.27 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 550.960   | 1.0000          |         | 550.96   | - 579.63<br>- 583.17                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 53,453.30 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 779.630   | 1.0000          |         | 779.63   | - 820.20<br>- 825.22                       |

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| Activity | Description                                                                                                                                                | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash   | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 52,673.67 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552  | 04/30/17   | 05/25/17    | 476.120  | 1.0000          |         | 476.12 | - 500.89<br>- 503.96                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 52,197.56 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552  | 05/31/17   | 06/26/17    | 673.600  | 1.0000          |         | 673.60 | - 708.65<br>- 712.99                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 51,523.95 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326  | 06/30/17   | 07/25/17    | 740.590  | 1.0000          |         | 740.59 | - 779.12<br>- 783.99                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 50,783.37 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326  | 07/31/17   | 08/25/17    | 607.800  | 1.0000          |         | 607.80 | - 639.42<br>- 643.34                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>PRINCIPAL ON 50,175.56 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326  | 08/31/17   | 09/25/17    | 604.330  | 1.0000          |         | 604.33 | - 635.77<br>- 639.67                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>PRINCIPAL ON 13,462.70 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 291.190  | 1.0000          |         | 291.19 | - 301.84<br>- 326.49                       |



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|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|------------|-----------------|---------|-----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>PRINCIPAL ON 13,171.51 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552  | 10/31/16   | 11/25/16    | 234.770    | 1.0000          |         | 234.77    | - 243.35<br>- 263.23                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>PRINCIPAL ON 12,936.74 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552  | 11/30/16   | 12/27/16    | 255.510    | 1.0000          |         | 255.51    | - 264.85<br>- 286.48                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>PRINCIPAL ON 12,681.23 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552  | 12/31/16   | 01/25/17    | 294.610    | 1.0000          |         | 294.61    | - 305.38<br>- 330.32                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>PRINCIPAL ON 12,386.61 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552  | 01/31/17   | 02/27/17    | 236.390    | 1.0000          |         | 236.39    | - 245.03<br>- 265.04                       |
| Sale     | FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>CITIGROUP GLOBAL MKTS INC SAL<br>02/23 SALE 12,150.2 PAR @ 109.8789<br>20-75-079-4493552 | 02/23/17   | 03/01/17    | 12,150.200 | 109.8789        |         | 13,350.53 | - 12,594.43<br>- 13,622.92                 |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 36,993.55 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552  | 09/30/16   | 10/25/16    | 490.400    | 1.0000          |         | 490.40    | - 508.33<br>- 528.47                       |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 36,503.15 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 1,474.630 | 1.0000          |         | 1,474.63 | - 1,528.55<br>- 1,589.12                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 35,028.51 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 993.360   | 1.0000          |         | 993.36   | - 1,029.68<br>- 1,070.48                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 34,035.16 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 714.960   | 1.0000          |         | 714.96   | - 741.10<br>- 770.47                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 33,320.20 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 611.260   | 1.0000          |         | 611.26   | - 633.61<br>- 658.72                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 32,708.93 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 376.960   | 1.0000          |         | 376.96   | - 390.74<br>- 406.23                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 32,331.97 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 274.940   | 1.0000          |         | 274.94   | - 284.99<br>- 296.29                       |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 32,057.03 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 71.320   | 1.0000          |         | 71.32  | - 73.93<br>- 76.86                         |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 31,985.71 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 472.340  | 1.0000          |         | 472.34 | - 489.61<br>- 509.01                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 31,513.37 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 275.350  | 1.0000          |         | 275.35 | - 285.42<br>- 296.73                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 31,238.02 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 97.150   | 1.0000          |         | 97.15  | - 100.70<br>- 104.69                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>PRINCIPAL ON 31,140.87 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 71.870   | 1.0000          |         | 71.87  | - 74.50<br>- 77.45                         |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 31,516.46 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 119.970  | 1.0000          |         | 119.97 | - 126.45<br>- 131.51                       |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 31,396.49 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 73.820    | 1.0000          |         | 73.82    | - 77.81<br>- 80.92                         |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 31,322.67 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 355.360   | 1.0000          |         | 355.36   | - 374.56<br>- 389.54                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 30,967.31 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 1,153.130 | 1.0000          |         | 1,153.13 | - 1,215.43<br>- 1,264.04                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 29,814.17 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 447.850   | 1.0000          |         | 447.85   | - 472.04<br>- 490.92                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 29,366.32 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 465.740   | 1.0000          |         | 465.74   | - 490.90<br>- 510.53                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 28,900.59 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 715.650   | 1.0000          |         | 715.65   | - 754.31<br>- 784.48                       |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 28,184.94 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 333.320   | 1.0000          |         | 333.32   | - 351.33<br>- 365.38                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 27,851.62 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 883.490   | 1.0000          |         | 883.49   | - 931.22<br>- 968.46                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 26,968.13 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 433.160   | 1.0000          |         | 433.16   | - 456.56<br>- 474.82                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 26,534.97 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 517.070   | 1.0000          |         | 517.07   | - 545.00<br>- 566.80                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>PRINCIPAL ON 26,017.91 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 719.590   | 1.0000          |         | 719.59   | - 758.47<br>- 788.80                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 30,591.54 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 1,087.860 | 1.0000          |         | 1,087.86 | - 1,128.31<br>- 1,172.28                   |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 29,503.69 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 775.820  | 1.0000          |         | 775.82 | - 804.67<br>- 836.02                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 28,727.86 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 721.510  | 1.0000          |         | 721.51 | - 748.34<br>- 777.50                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 28,006.35 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 645.040  | 1.0000          |         | 645.04 | - 669.03<br>- 695.10                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 27,361.31 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 145.880  | 1.0000          |         | 145.88 | - 151.31<br>- 157.20                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 27,215.44 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 479.020  | 1.0000          |         | 479.02 | - 496.83<br>- 516.19                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 26,736.42 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 199.210  | 1.0000          |         | 199.21 | - 206.62<br>- 214.67                       |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 26,537.20 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 140.310   | 1.0000          |         | 140.31   | - 145.53<br>- 151.20                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 26,396.89 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 244.380   | 1.0000          |         | 244.38   | - 253.47<br>- 263.34                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 26,152.52 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 715.020   | 1.0000          |         | 715.02   | - 741.61<br>- 770.51                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 25,437.49 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 219.650   | 1.0000          |         | 219.65   | - 227.82<br>- 236.69                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>PRINCIPAL ON 25,217.85 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 210.740   | 1.0000          |         | 210.74   | - 218.58<br>- 227.09                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 63,736.83 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552  | 09/30/16   | 10/25/16    | 1,660.970 | 1.0000          |         | 1,660.97 | - 1,738.96<br>- 1,745.75                   |

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|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 62,075.86 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 1,863.440 | 1.0000          |         | 1,863.44 | - 1,950.93<br>- 1,958.55                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 60,212.42 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 941.280   | 1.0000          |         | 941.28   | - 985.48<br>- 989.32                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 59,271.14 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 452.150   | 1.0000          |         | 452.15   | - 473.38<br>- 475.23                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 58,818.99 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 652.520   | 1.0000          |         | 652.52   | - 683.16<br>- 685.82                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 58,166.47 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 520.690   | 1.0000          |         | 520.69   | - 545.14<br>- 547.27                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 57,645.78 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 494.310   | 1.0000          |         | 494.31   | - 517.52<br>- 519.54                       |



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|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 57,151.46 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 417.960   | 1.0000          |         | 417.96   | - 437.58<br>- 439.29                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 56,733.50 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 748.060   | 1.0000          |         | 748.06   | - 783.18<br>- 786.24                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 55,985.44 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 1,350.890 | 1.0000          |         | 1,350.89 | - 1,414.32<br>- 1,419.84                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 54,634.56 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 708.210   | 1.0000          |         | 708.21   | - 741.46<br>- 744.36                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>PRINCIPAL ON 53,926.35 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 1,067.310 | 1.0000          |         | 1,067.31 | - 1,117.42<br>- 1,121.79                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 71,425.91 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 968.760   | 1.0000          |         | 968.76   | - 1,042.33<br>- 1,043.25                   |

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|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 70,457.15 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 1,062.800 | 1.0000          |         | 1,062.80 | - 1,143.51<br>- 1,144.52                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 69,394.36 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 1,255.160 | 1.0000          |         | 1,255.16 | - 1,350.47<br>- 1,351.67                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 68,139.19 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 463.870   | 1.0000          |         | 463.87   | - 499.10<br>- 499.54                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 67,675.32 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 1,014     | 1.0000          |         | 1,014.00 | - 1,091.00<br>- 1,091.97                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 66,661.31 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 613.220   | 1.0000          |         | 613.22   | - 659.79<br>- 660.37                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 66,048.10 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 235.260   | 1.0000          |         | 235.26   | - 253.13<br>- 253.35                       |

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| Activity | Description                                                                                                                                                | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash   | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 65,812.84 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552  | 04/30/17   | 05/25/17    | 99.140   | 1.0000          |         | 99.14  | - 106.67<br>- 106.76                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 65,713.70 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552  | 05/31/17   | 06/26/17    | 814.970  | 1.0000          |         | 814.97 | - 876.86<br>- 877.63                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 64,898.74 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326  | 06/30/17   | 07/25/17    | 851.050  | 1.0000          |         | 851.05 | - 915.68<br>- 916.49                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 64,047.69 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326  | 07/31/17   | 08/25/17    | 805.130  | 1.0000          |         | 805.13 | - 866.27<br>- 867.04                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>PRINCIPAL ON 63,242.56 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326  | 08/31/17   | 09/25/17    | 966.010  | 1.0000          |         | 966.01 | - 1,039.37<br>- 1,040.29                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 49,892.10 PAR<br>ACCRUED TO 09/30/16 PAYABLE 10/25/16<br>20-75-079-4493552 | 09/30/16   | 10/25/16    | 793.030  | 1.0000          |         | 793.03 | - 831.32<br>- 852.67                       |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 49,099.07 PAR<br>ACCRUED TO 10/31/16 PAYABLE 11/25/16<br>20-75-079-4493552 | 10/31/16   | 11/25/16    | 694.570   | 1.0000          |         | 694.57   | - 728.11<br>- 746.81                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 48,404.50 PAR<br>ACCRUED TO 11/30/16 PAYABLE 12/25/16<br>20-75-079-4493552 | 11/30/16   | 12/27/16    | 452.190   | 1.0000          |         | 452.19   | - 474.02<br>- 486.20                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 47,952.31 PAR<br>ACCRUED TO 12/31/16 PAYABLE 01/25/17<br>20-75-079-4493552 | 12/31/16   | 01/25/17    | 1,820.180 | 1.0000          |         | 1,820.18 | - 1,908.06<br>- 1,957.08                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 46,132.13 PAR<br>ACCRUED TO 01/31/17 PAYABLE 02/25/17<br>20-75-079-4493552 | 01/31/17   | 02/27/17    | 592.490   | 1.0000          |         | 592.49   | - 621.10<br>- 637.05                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 45,539.64 PAR<br>ACCRUED TO 02/28/17 PAYABLE 03/25/17<br>20-75-079-4493552 | 02/28/17   | 03/27/17    | 1,052.630 | 1.0000          |         | 1,052.63 | - 1,103.45<br>- 1,131.80                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 44,487.01 PAR<br>ACCRUED TO 03/31/17 PAYABLE 04/25/17<br>20-75-079-4493552 | 03/31/17   | 04/25/17    | 108.340   | 1.0000          |         | 108.34   | - 113.57<br>- 116.49                       |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|-----------|--------------------------------------------|
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 44,378.67 PAR<br>ACCRUED TO 04/30/17 PAYABLE 05/25/17<br>20-75-079-4493552 | 04/30/17   | 05/25/17    | 107.860   | 1.0000          |         | 107.86    | - 113.07<br>- 115.97                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 44,270.81 PAR<br>ACCRUED TO 05/31/17 PAYABLE 06/25/17<br>20-75-079-4493552 | 05/31/17   | 06/26/17    | 362.700   | 1.0000          |         | 362.70    | - 380.21<br>- 389.98                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 43,908.11 PAR<br>ACCRUED TO 06/30/17 PAYABLE 07/25/17<br>20-75-079-6814326 | 06/30/17   | 07/25/17    | 442.100   | 1.0000          |         | 442.10    | - 463.45<br>- 475.35                       |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 43,466.01 PAR<br>ACCRUED TO 07/31/17 PAYABLE 08/25/17<br>20-75-079-6814326 | 07/31/17   | 08/25/17    | 1,715.340 | 1.0000          |         | 1,715.34  | - 1,798.16<br>- 1,844.35                   |
| Paydown  | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>PRINCIPAL ON 41,750.67 PAR<br>ACCRUED TO 08/31/17 PAYABLE 09/25/17<br>20-75-079-6814326 | 08/31/17   | 09/25/17    | 479.090   | 1.0000          |         | 479.09    | - 502.22<br>- 515.12                       |
| Sale     | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326                                                       | 08/21/17   | 08/22/17    | 15,000    | 131.7422        |         | 19,761.33 | - 19,491.21<br>- 19,491.21                 |

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|----------|--------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326         | 09/13/17   | 09/14/17    | 40,000   | 131.6055        |         | 52,642.19  | - 52,070.85<br>- 52,070.85                 |
| Sale     | USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552       | 02/24/17   | 02/27/17    | 30,000   | 114.0117        |         | 34,203.52  | - 33,021.56<br>- 38,544.30                 |
| Sale     | USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326       | 07/05/17   | 07/06/17    | 30,000   | 116.7734        |         | 35,032.03  | - 33,021.56<br>- 38,544.30                 |
| Sale     | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326      | 07/18/17   | 07/19/17    | 150,000  | 93.1719         |         | 139,757.81 | - 140,055.36<br>- 146,701.74               |
| Sale     | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552            | 01/10/17   | 01/13/17    | 20,000   | 90.5547         |         | 18,110.94  | - 20,876.30<br>- 20,700.00                 |
| Sale     | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326      | 09/28/17   | 09/29/17    | 55,000   | 92.6758         |         | 50,971.68  | - 57,409.83<br>- 56,925.00                 |
| Sale     | USA TREASURY NOTES<br>00.625% DUE 12/15/2016<br>BROKER: NOMURA SECURITIES/FIXED INCOME<br>20-75-079-4493552  | 10/27/16   | 10/28/16    | 100,000  | 100.0469        |         | 100,046.88 | - 100,070.31<br>- 100,071.00               |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552   | 11/08/16   | 11/14/16    | 25,000   | 101.2539        |         | 25,313.47  | - 25,340.17<br>- 25,374.00                 |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552 | 11/30/16   | 12/01/16    | 130,000  | 100.7422        |         | 130,964.85 | - 131,768.88<br>- 131,944.80               |

*Detail*

**US government securities**

| Activity | Description                                                                                                 | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: RBC CAP MKTS CORP<br>20-75-079-4493552              | 01/06/17   | 01/09/17    | 100,000  | 100.5391        |         | 100,539.06 | - 101,360.68<br>- 101,496.00               |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552     | 01/13/17   | 01/18/17    | 25,000   | 100.5352        |         | 25,133.79  | - 25,340.17<br>- 25,374.00                 |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552  | 01/31/17   | 02/01/17    | 40,000   | 100.5898        |         | 40,235.94  | - 40,300.15<br>- 40,311.86                 |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: NESBITT BURNS SECURITIES BONDS<br>20-75-079-4493552 | 02/17/17   | 02/22/17    | 15,000   | 100.5859        |         | 15,087.89  | - 15,112.56<br>- 15,116.95                 |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: RBC CAP MKTS CORP<br>20-75-079-4493552              | 02/24/17   | 02/27/17    | 70,000   | 100.6797        |         | 70,475.78  | - 70,525.27<br>- 70,545.75                 |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: RBC CAP MKTS CORP<br>20-75-079-4493552              | 03/30/17   | 03/31/17    | 25,000   | 100.4570        |         | 25,114.26  | - 25,187.60<br>- 25,194.91                 |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: HSBC SECURITIES<br>20-75-079-4493552                | 04/28/17   | 05/01/17    | 35,000   | 100.4375        |         | 35,153.13  | - 35,262.63<br>- 35,272.87                 |
| Sale     | USA TREASURY NOTES<br>02.750% DUE 02/15/2024<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552     | 02/24/17   | 02/27/17    | 40,000   | 103.8828        |         | 41,553.12  | - 43,295.31<br>- 43,646.80                 |
| Sale     | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552     | 02/17/17   | 02/22/17    | 10,000   | 100.9727        |         | 10,097.27  | - 10,365.62<br>- 10,359.39                 |

*Detail*

**US government securities**

| Activity | Description                                                                                                  | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326      | 08/21/17   | 08/22/17    | 80,000   | 101.5156        |         | 81,212.50  | - 82,925.00<br>- 82,875.08                 |
| Sale     | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326      | 08/16/17   | 08/17/17    | 50,000   | 101.9570        |         | 50,978.52  | - 50,694.08<br>- 53,273.50                 |
| Sale     | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326      | 08/31/17   | 09/01/17    | 45,000   | 102.7617        |         | 46,242.77  | - 45,624.68<br>- 47,946.15                 |
| Sale     | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552      | 03/01/17   | 03/01/17    | 140,000  | 100.6914        |         | 140,967.97 | - 141,263.28<br>- 141,263.28               |
| Sale     | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326      | 07/05/17   | 07/06/17    | 35,000   | 101.2148        |         | 35,425.20  | - 35,066.99<br>- 35,066.99                 |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>BROKER: BARCLAYS CAPITAL INC FIX INCOME<br>20-75-079-4493552 | 01/31/17   | 02/01/17    | 110,000  | 100.2227        |         | 110,244.93 | - 111,426.57<br>- 111,426.57               |
| Sale     | USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>BROKER: HSBC SECURITIES<br>20-75-079-4493552                 | 02/17/17   | 02/22/17    | 5,000    | 100.2383        |         | 5,011.91   | - 5,064.84<br>- 5,064.84                   |
| Sale     | USA TREASURY NOTES<br>02.250% DUE 11/15/2024<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552   | 01/10/17   | 01/13/17    | 5,000    | 99.8086         |         | 4,990.43   | - 5,005.19<br>- 5,279.10                   |
| Sale     | USA TREASURY NOTES<br>02.250% DUE 11/15/2024<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552   | 02/24/17   | 02/27/17    | 30,000   | 100.0742        |         | 30,022.27  | - 30,031.12<br>- 31,674.60                 |



PORT ORANGE FIRE PENSION ROLLUP  
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| Activity | Description                                                                                                  | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | USA TREASURY NOTES<br>01.000% DUE 12/15/2017<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552   | 10/27/16   | 10/28/16    | 155,000  | 100.2891        |         | 155,448.04 | - 155,623.63<br>- 155,551.80               |
| Sale     | USA TREASURY NOTES<br>01.000% DUE 12/15/2017<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552 | 11/30/16   | 12/01/16    | 80,000   | 100.1094        |         | 80,087.50  | - 80,321.87<br>- 80,284.80                 |
| Sale     | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>BROKER: RBC CAP MKTS CORP<br>20-75-079-4493552                | 05/15/17   | 05/18/17    | 15,000   | 100.5391        |         | 15,080.86  | - 15,001.17<br>- 15,001.17                 |
| Sale     | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326       | 07/05/17   | 07/06/17    | 125,000  | 100.3164        |         | 125,395.51 | - 125,009.76<br>- 125,009.76               |
| Sale     | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552 | 03/21/17   | 03/28/17    | 25,000   | 98.9727         |         | 24,743.17  | - 24,588.87<br>- 24,588.87                 |
| Sale     | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326      | 07/06/17   | 07/07/17    | 20,000   | 99.5195         |         | 19,903.91  | - 19,671.09<br>- 19,671.09                 |
| Sale     | USA TREASURY NOTES<br>01.875% DUE 08/31/2017<br>BROKER: RBC CAP MKTS CORP<br>20-75-079-4493552               | 01/06/17   | 01/09/17    | 20,000   | 100.7383        |         | 20,147.66  | - 20,166.41<br>- 20,166.41                 |
| Sale     | USA TREASURY NOTES<br>02.625% DUE 11/15/2020<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552      | 02/24/17   | 02/27/17    | 340,000  | 103.6133        |         | 352,285.15 | - 357,285.16<br>- 360,944.00               |
| Sale     | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>BROKER: BARCLAYS CAPITAL INC FIX INCOME<br>20-75-079-4493552 | 01/10/17   | 01/13/17    | 20,000   | 93.9492         |         | 18,789.85  | - 19,064.22<br>- 19,064.22                 |

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| Activity | Description                                                                                                 | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552  | 02/14/17   | 02/17/17    | 25,000   | 93.1172         |         | 23,279.30  | - 23,830.27<br>- 23,830.27                 |
| Sale     | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326     | 09/01/17   | 09/05/17    | 105,000  | 96.2695         |         | 101,083.01 | - 100,087.15<br>- 100,087.16               |
| Sale     | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326     | 09/07/17   | 09/08/17    | 105,000  | 97.1016         |         | 101,956.64 | - 102,030.47<br>- 102,030.47               |
| Sale     | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>BROKER: NESBITT BURNS SECURITIES BONDS<br>20-75-079-4493552 | 02/24/17   | 02/27/17    | 305,000  | 101.4141        |         | 309,312.88 | - 317,151.98<br>- 315,946.23               |
| Sale     | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552     | 04/21/17   | 04/24/17    | 65,000   | 101.9180        |         | 66,246.68  | - 67,589.77<br>- 67,332.80                 |
| Sale     | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326     | 08/21/17   | 08/22/17    | 150,000  | 101.8750        |         | 152,812.50 | - 155,513.84<br>- 154,997.73               |
| Sale     | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326     | 08/30/17   | 08/31/17    | 120,000  | 102.0078        |         | 122,409.37 | - 124,411.07<br>- 123,998.18               |
| Sale     | USA TREASURY NOTES<br>00.875% DUE 11/30/2016<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552         | 10/27/16   | 10/28/16    | 140,000  | 100.0547        |         | 140,076.57 | - 140,345.41<br>- 140,151.20               |
| Sale     | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552     | 10/11/16   | 10/14/16    | 20,000   | 98.7617         |         | 19,752.34  | - 20,192.97<br>- 20,026.60                 |

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**US government securities**

| Activity | Description                                                                                                                                 | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552                                | 01/24/17   | 01/27/17    | 25,000   | 93.1445         |         | 23,286.13 | - 24,337.46<br>- 24,229.32                 |
| Sale     | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>BROKER: BONY/T D SECURITIES INC<br>20-75-079-6814326                                        | 09/07/17   | 09/08/17    | 100,000  | 96.9727         |         | 96,972.66 | - 97,349.83<br>- 96,917.28                 |
| Sale     | USA TREASURY NOTES<br>TREASURY INFLATION PROTECTN SECS<br>00.125% DUE 01/15/2022<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326 | 07/17/17   | 07/19/17    | 65,000   | 108.0532        |         | 70,234.59 | - 70,563.54<br>- 70,563.54                 |
| Sale     | USA TREASURY NOTES<br>00.625% DUE 05/31/2017<br>BROKER: HSBC SECURITIES<br>20-75-079-4493552                                                | 02/24/17   | 02/27/17    | 25,000   | 100.0273        |         | 25,006.84 | - 24,981.45<br>- 25,005.00                 |
| Sale     | USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552                                     | 11/08/16   | 11/14/16    | 40,000   | 100.9141        |         | 40,365.62 | - 40,127.96<br>- 40,722.00                 |
| Sale     | USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552                                     | 01/10/17   | 01/13/17    | 10,000   | 97.9258         |         | 9,792.58  | - 10,031.99<br>- 10,180.50                 |
| Sale     | USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552                                     | 02/17/17   | 02/22/17    | 5,000    | 97.9844         |         | 4,899.22  | - 5,015.99<br>- 5,090.25                   |
| Sale     | USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552                                     | 03/07/17   | 03/10/17    | 25,000   | 100.8008        |         | 25,200.19 | - 26,085.94<br>- 25,881.75                 |

*Detail*

**US government securities**

| Activity                              | Description                                                                                                | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash                  | Original value at PNC Value last statement   |
|---------------------------------------|------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------------------|----------------------------------------------|
| Sale                                  | USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326    | 07/19/17   | 07/20/17    | 70,000   | 101.3906        |         | 70,973.44             | - 73,040.62<br>- 72,468.90                   |
| Sale                                  | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552 | 01/13/17   | 01/18/17    | 20,000   | 100.1367        |         | 20,027.34             | - 20,115.62<br>- 20,525.80                   |
| Sale                                  | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552 | 02/17/17   | 02/22/17    | 10,000   | 100.3086        |         | 10,030.86             | - 10,057.81<br>- 10,262.90                   |
| Sale                                  | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326    | 08/07/17   | 08/08/17    | 70,000   | 100.5898        |         | 70,412.89             | - 70,404.69<br>- 71,840.30                   |
| Sale                                  | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552 | 11/16/16   | 11/21/16    | 35,000   | 99.6016         |         | 34,860.55             | - 36,034.87<br>- 36,591.45                   |
| Sale                                  | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552 | 11/18/16   | 11/23/16    | 40,000   | 98.7695         |         | 39,507.81             | - 41,182.70<br>- 41,818.80                   |
| Sale                                  | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552 | 03/09/17   | 03/10/17    | 85,000   | 97.0703         |         | 82,509.76             | - 87,513.24<br>- 88,864.95                   |
| Sale                                  | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326    | 08/09/17   | 08/10/17    | 25,000   | 100.0781        |         | 25,019.53             | - 25,739.19<br>- 26,136.75                   |
| <b>Total US government securities</b> |                                                                                                            |            |             |          |                 |         | <b>\$4,576,960.66</b> | <b>- \$4,622,484.07<br/>- \$4,682,544.35</b> |

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**Corporate debt**

| Activity | Description                                                                                                                           | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Sale     | AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>BROKER: BANCORP INVEST SER<br>20-75-079-4493552               | 02/23/17   | 02/28/17    | 25,000   | \$ 101.6620     |         | \$25,415.50 | - \$25,747.25<br>- \$26,762.50             |
| Sale     | AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326            | 07/20/17   | 07/25/17    | 30,000   | 103.3090        |         | 30,992.70   | - 30,896.70<br>- 32,115.00                 |
| Sale     | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552  | 02/23/17   | 02/28/17    | 10,000   | 99.9060         |         | 9,990.60    | - 9,934.25<br>- 9,934.25                   |
| Sale     | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326 | 07/20/17   | 07/25/17    | 30,000   | 103.1130        |         | 30,933.90   | - 29,802.75<br>- 29,802.76                 |
| Sale     | AKAMAI TECHNOLOGIES INC<br>CONV<br>ZERO % DUE 02/15/2019<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912                         | 07/26/17   | 07/31/17    | 21,000   | 97.5500         |         | 20,485.50   | - 22,152.21<br>- 21,232.53                 |
| Sale     | ALZA CORP SUB DEBENTURES<br>CONV CALL 06/16/2005 @ 100<br>ZERO COUPON 07/28/2020<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912 | 10/19/16   | 10/24/16    | 8,000    | 157.3935        |         | 12,591.48   | - 11,659.71<br>- 12,975.04                 |
| Sale     | AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552           | 02/23/17   | 02/28/17    | 40,000   | 100.8980        |         | 40,359.20   | - 39,975.60<br>- 40,816.40                 |

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| Activity | Description                                                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                      | 07/05/17   | 07/10/17    | 20,000   | 100.7950        |         | 20,159.00  | - 19,987.80<br>- 20,408.20                 |
| Sale     | AMERICAN EXPRESS CREDIT ACCOUN<br>SERIES 2014 3 CLASS A<br>01.490% DUE 04/15/2020<br>BROKER: BARCLAYS CAPITAL INC FIXINCOME<br>20-75-079-4493552 | 02/10/17   | 02/15/17    | 100,000  | 100.1836        |         | 100,183.60 | - 100,531.25<br>- 100,418.00               |
| Sale     | AMERICAN REALTY CAP PROP<br>CONV<br>03.750% DUE 12/15/2020<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                      | 01/24/17   | 01/27/17    | 16,000   | 99.7500         |         | 15,960.00  | - 16,120.00<br>- 16,340.00                 |
| Sale     | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552            | 02/23/17   | 02/28/17    | 10,000   | 97.4090         |         | 9,740.90   | - 10,884.55<br>- 10,504.20                 |
| Sale     | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                   | 07/20/17   | 07/25/17    | 20,000   | 106.7360        |         | 21,347.20  | - 21,769.10<br>- 21,008.40                 |
| Sale     | AMGEN INC<br>CALL 04/11/2022 UNSC<br>02.650% DUE 05/11/2022<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                             | 07/20/17   | 07/25/17    | 15,000   | 100.9770        |         | 15,146.55  | - 15,033.00<br>- 15,033.00                 |
| Sale     | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552      | 02/23/17   | 02/28/17    | 10,000   | 106.7650        |         | 10,676.50  | - 10,602.40<br>- 10,602.40                 |

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| Activity | Description                                                                                                                                   | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326 | 07/20/17   | 07/25/17    | 30,000   | 111.5240        |         | 33,457.20 | - 31,807.20<br>- 31,807.20                 |
| Sale     | APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                                          | 07/06/17   | 07/11/17    | 30,000   | 98.8090         |         | 29,642.70 | - 29,960.10<br>- 30,544.50                 |
| Sale     | BB&T CORP<br>SUB NT<br>05.250% DUE 11/01/2019<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326                                           | 07/05/17   | 07/10/17    | 45,000   | 107.0340        |         | 48,165.30 | - 45,419.40<br>- 49,767.75                 |
| Sale     | BP CAPITAL MARKETS PLC<br>SEDOL ISIN US05565QDA31<br>03.506% DUE 03/17/2025<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326          | 07/25/17   | 07/28/17    | 30,000   | 102.8010        |         | 30,840.30 | - 30,000.00<br>- 31,799.40                 |
| Sale     | BANK OF AMERICA<br>NOTES<br>05.650% DUE 05/01/2018<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326                                      | 07/05/17   | 07/10/17    | 65,000   | 103.0150        |         | 66,959.75 | - 64,685.40<br>- 68,950.05                 |
| Sale     | BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552                          | 02/23/17   | 02/28/17    | 25,000   | 105.2160        |         | 26,304.00 | - 24,630.25<br>- 28,384.00                 |
| Sale     | BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326                          | 09/07/17   | 09/11/17    | 40,000   | 110.6220        |         | 44,248.80 | - 39,408.40<br>- 45,414.40                 |

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|----------|---------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | BROADSOFT INC<br>CONV<br>01.500% DUE 07/01/2018<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                                         | 01/09/17   | 01/12/17    | 12,000   | 115.2530        |         | 13,830.36 | - 12,896.40<br>- 14,730.00                 |
| Sale     | BURLINGTN NORTH SANTA FE<br>SR UNSCED CALL 12/15/21 @100<br>03.050% DUE 03/15/2022<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326 | 07/06/17   | 07/11/17    | 50,000   | 102.7570        |         | 51,378.50 | - 48,654.00<br>- 52,790.50                 |
| Sale     | CBS CORP<br>CALL 10/15/2025 @ 100.000 COGT<br>04.000% DUE 01/15/2026<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326               | 07/06/17   | 07/11/17    | 10,000   | 102.9760        |         | 10,297.60 | - 10,319.20<br>- 10,319.20                 |
| Sale     | CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552     | 02/23/17   | 02/28/17    | 5,000    | 103.0880        |         | 5,154.40  | - 5,148.70<br>- 5,148.70                   |
| Sale     | CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326       | 07/06/17   | 07/11/17    | 10,000   | 103.7050        |         | 10,370.50 | - 10,297.40<br>- 10,297.40                 |
| Sale     | CAPITAL ONE FINANCIAL CO<br>CALL 02/09/2027 UNSC<br>03.750% DUE 03/09/2027<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326            | 07/06/17   | 07/11/17    | 35,000   | 99.3100         |         | 34,758.50 | - 35,140.70<br>- 35,140.70                 |
| Sale     | CARDTRONICS INC<br>CONV<br>01.000% DUE 12/01/2020<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                                       | 06/20/17   | 06/23/17    | 10,000   | 95.5968         |         | 9,559.68  | - 10,230.59<br>- 10,525.00                 |



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|----------|-----------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | CARNIVAL CORP<br>SEDOL ISIN US143658BA91<br>03.950% DUE 10/15/2020<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326 | 07/06/17   | 07/11/17    | 25,000   | 105.3750        |         | 26,343.75 | - 26,352.00<br>- 26,352.00                 |
| Sale     | CIENA CORP<br>CONV<br>04.000% DUE 12/15/2020<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                            | 08/31/17   | 09/06/17    | 8,000    | 132.5964        |         | 10,607.71 | - 11,340.79<br>- 10,700.00                 |
| Sale     | CITIGROUP INC<br>SUB<br>05.500% DUE 09/13/2025<br>BROKER: BARCLAYS CAPITAL INC FIXINCOME<br>20-75-079-4493552               | 02/23/17   | 02/28/17    | 10,000   | 109.9940        |         | 10,999.40 | - 11,094.80<br>- 11,404.40                 |
| Sale     | CITIGROUP INC<br>UNSC<br>02.050% DUE 12/07/2018<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326                       | 07/05/17   | 07/10/17    | 25,000   | 99.9540         |         | 24,988.50 | - 25,079.00<br>- 25,079.00                 |
| Sale     | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>BROKER: HSBC SECURITIES<br>20-75-079-4493552                            | 02/23/17   | 02/28/17    | 10,000   | 100.7230        |         | 10,072.30 | - 9,993.20<br>- 9,993.20                   |
| Sale     | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>BROKER: NATIONAL FINANCIAL SERVICES CORP<br>20-75-079-6814326           | 07/06/17   | 07/11/17    | 15,000   | 101.2140        |         | 15,182.10 | - 14,989.80<br>- 14,989.80                 |
| Sale     | CITRIX SYS INC<br>CONV<br>00.500% DUE 04/15/2019<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912           | 08/03/17   | 08/08/17    | 19,000   | 116.9666        |         | 22,223.65 | - 20,433.81<br>- 21,481.97                 |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                           | 06/19/17   | 06/22/17    | 3,000    | 163.6934        |         | 4,910.80  | - 3,402.04<br>- 3,402.04                   |
| Sale     | COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>BROKER: HSBC SECURITIES<br>20-75-079-4493552                                           | 02/23/17   | 02/28/17    | 10,000   | 103.3250        |         | 10,332.50 | - 10,041.40<br>- 10,938.60                 |
| Sale     | COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                                  | 07/06/17   | 07/11/17    | 55,000   | 104.3880        |         | 57,413.40 | - 55,227.70<br>- 60,162.30                 |
| Sale     | CONOCOPHILLIPS<br>BONDS<br>05.200% DUE 05/15/2018<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552                               | 02/23/17   | 02/28/17    | 65,000   | 104.1680        |         | 67,709.20 | - 64,907.70<br>- 68,684.85                 |
| Maturity | CONSUMERS ENERGY CO<br>SER B SECR<br>06.875% DUE 03/01/2018<br>CALLED 15,000.000 PAR<br>ON 09/12/17 AT \$102.542<br>20-75-079-6814326    | 09/12/17   | 09/12/17    | 15,000   | 6.8750          |         | 15,381.39 | - 15,487.50<br>- 15,487.50                 |
| Sale     | CORNERSTONE ONDEMAND INC<br>CONV<br>01.500% DUE 07/01/2018<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                      | 04/19/17   | 04/24/17    | 19,000   | 101.6250        |         | 19,308.75 | - 19,971.60<br>- 20,710.00                 |
| Sale     | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552 | 02/23/17   | 02/28/17    | 5,000    | 107.5220        |         | 5,376.10  | - 5,383.65<br>- 5,383.65                   |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326 | 07/24/17   | 07/26/17    | 15,000   | 107.4610        |         | 16,119.15 | - 16,150.95<br>- 16,150.95                 |
| Sale     | DEERE & CO<br>NTS<br>04.375% DUE 10/16/2019<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552                                         | 02/23/17   | 02/28/17    | 55,000   | 106.5070        |         | 58,578.85 | - 54,700.80<br>- 59,891.15                 |
| Sale     | DIGITAL REALTY TRUST LP<br>CO GUARNT<br>05.250% DUE 03/15/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552                | 10/19/16   | 10/24/16    | 30,000   | 112.2600        |         | 33,678.00 | - 32,728.80<br>- 33,542.40                 |
| Sale     | WALT DISNEY COMPANY<br>NTS<br>05.500% DUE 03/15/2019<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552                              | 02/23/17   | 02/28/17    | 60,000   | 107.9030        |         | 64,741.80 | - 62,022.60<br>- 66,178.80                 |
| Sale     | DYCOM INDUSTRIES INC<br>CONV<br>00.750% DUE 09/15/2021<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                  | 08/24/17   | 08/29/17    | 16,000   | 107.2500        |         | 17,160.00 | - 17,796.08<br>- 17,908.00                 |
| Sale     | ECHO GLOBAL LOGISTICS<br>CONV<br>02.500% DUE 05/01/2020<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                   | 02/14/17   | 02/17/17    | 12,000   | 97.6534         |         | 11,718.41 | - 11,794.20<br>- 11,295.00                 |
| Sale     | ELECTRONICS FOR IMAGING<br>CONV<br>00.750% DUE 09/01/2019<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912               | 08/24/17   | 08/29/17    | 18,000   | 95.5265         |         | 17,194.77 | - 19,327.28<br>- 19,912.50                 |

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|----------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552     | 02/23/17   | 02/28/17    | 10,000   | 99.8280         |         | 9,982.80  | - 9,676.00<br>- 9,676.00                   |
| Sale     | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326     | 07/06/17   | 07/11/17    | 25,000   | 99.9360         |         | 24,984.00 | - 24,190.00<br>- 24,190.00                 |
| Sale     | ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552                            | 02/23/17   | 02/28/17    | 15,000   | 102.6500        |         | 15,397.50 | - 15,006.00<br>- 15,580.95                 |
| Sale     | ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                            | 09/07/17   | 09/11/17    | 35,000   | 106.9570        |         | 37,434.95 | - 35,014.00<br>- 36,355.55                 |
| Sale     | EURONET WORLDWIDE INC<br>CONV<br>01.500% DUE 10/01/2044<br>BROKER: NOMURA SECURITIES INTERNATIONAL<br>20-75-079-3620912                           | 11/30/16   | 12/05/16    | 5,000    | 115.0764        |         | 5,753.82  | - 6,387.50<br>- 6,293.75                   |
| Sale     | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552 | 02/23/17   | 02/28/17    | 10,000   | 94.7180         |         | 9,471.80  | - 9,407.60<br>- 9,407.60                   |
| Sale     | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326      | 07/20/17   | 07/25/17    | 15,000   | 98.7780         |         | 14,816.70 | - 14,111.40<br>- 14,111.40                 |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552                                              | 02/23/17   | 02/28/17    | 5,000    | 96.5390         |         | 4,826.95  | - 5,260.69<br>- 5,145.00                   |
| Sale     | FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>BROKER: JANNEY MONTGOMERY, SCOTT<br>20-75-079-6814326                                          | 07/31/17   | 08/03/17    | 45,000   | 101.0010        |         | 45,450.45 | - 47,346.24<br>- 46,305.00                 |
| Sale     | FLORIDA POWER & LIGHT<br>1ST MORTGAGE<br>05.690% DUE 03/01/2040<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552                           | 02/23/17   | 02/28/17    | 40,000   | 126.0520        |         | 50,420.80 | - 39,946.40<br>- 54,058.40                 |
| Sale     | GENERAL ELEC CAPT CORP<br>SUBORD<br>05.300% DUE 02/11/2021<br>BROKER: JEFFERIES & CO<br>20-75-079-6814326                                      | 07/06/17   | 07/11/17    | 60,000   | 110.2780        |         | 66,166.80 | - 67,470.60<br>- 68,749.20                 |
| Sale     | GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>BROKER: CREDIT SUISSE FIRST BOSTON LLC<br>20-75-079-4493552 | 02/23/17   | 02/28/17    | 5,000    | 102.7600        |         | 5,138.00  | - 5,026.40<br>- 5,382.65                   |
| Sale     | GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326       | 07/20/17   | 07/25/17    | 45,000   | 105.6330        |         | 47,534.85 | - 45,237.60<br>- 48,443.85                 |
| Sale     | GOLDMAN SACHS GROUP INC<br>CALL 04/08/2024 @ 100.000 UNSC<br>03.850% DUE 07/08/2024<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326      | 07/24/17   | 07/26/17    | 50,000   | 104.2400        |         | 52,120.00 | - 51,048.50<br>- 53,087.00                 |

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| Activity | Description                                                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | GOLDMAN SACHS GROUP INC<br>SR UNSEC<br>05.750% DUE 01/24/2022<br>BROKER: JP MORGAN CLEARING CORP<br>20-75-079-6814326                            | 09/21/17   | 09/25/17    | 40,000   | 112.2130        |         | 44,885.20 | - 44,953.60<br>- 44,953.60                 |
| Sale     | GOLDMAN SACHS GROUP INC<br>CALL 11/13/2019 UNSC<br>02.300% DUE 12/13/2019<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552                 | 02/23/17   | 02/28/17    | 30,000   | 100.1690        |         | 30,050.70 | - 30,026.70<br>- 30,026.70                 |
| Sale     | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552 | 02/23/17   | 02/28/17    | 10,000   | 108.9100        |         | 10,891.00 | - 10,817.20<br>- 10,817.20                 |
| Sale     | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326 | 07/25/17   | 07/28/17    | 25,000   | 109.1750        |         | 27,293.75 | - 27,043.00<br>- 27,043.00                 |
| Sale     | HOLOGIC INC<br>CALL 12/15/2017 @ 121.020 UNSC<br>02.000% DUE 12/15/2043<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                           | 09/08/17   | 09/12/17    | 34,000   | 120.7500        |         | 41,055.00 | - 42,673.84<br>- 41,692.50                 |
| Sale     | HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552                      | 02/23/17   | 02/28/17    | 10,000   | 108.7210        |         | 10,872.10 | - 11,510.10<br>- 11,139.80                 |
| Sale     | HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>BROKER: PIPER, JAFFRAY & HOPWOOD INC<br>20-75-079-6814326                  | 07/06/17   | 07/11/17    | 45,000   | 107.6460        |         | 48,440.70 | - 51,795.45<br>- 50,129.10                 |

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| Activity | Description                                                                                                                                                                   | Trade date | Settle date | Quantity  | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|-----------|-----------------|---------|-----------|--------------------------------------------|
| Paydown  | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>PRINCIPAL ON 75,000.00 PAR<br>ACCRUED TO 09/18/17 PAYABLE 09/18/17<br>20-75-079-6814326 | 09/18/17   | 09/18/17    | 1,483.390 | 1.0000          |         | 1,483.39  | - 1,482.23<br>- 1,486.34                   |
| Sale     | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>BROKER: FIRST TENNESSEE SECURITIES CORP<br>20-75-079-6814326                            | 08/16/17   | 08/21/17    | 70,000    | 99.5200         |         | 69,664.00 | - 69,998.64<br>- 70,303.80                 |
| Sale     | INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                                                                    | 02/28/17   | 03/03/17    | 5,000     | 258.4442        |         | 12,922.21 | - 8,556.70<br>- 9,769.20                   |
| Sale     | INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                                                                    | 03/21/17   | 03/24/17    | 3,000     | 276.2322        |         | 8,286.97  | - 5,134.02<br>- 5,861.52                   |
| Sale     | INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                                                                    | 04/26/17   | 05/01/17    | 4,000     | 239.5187        |         | 9,580.75  | - 6,845.35<br>- 7,815.35                   |
| Sale     | INTEGRA LIFESCIENCES CORP<br>SER 144A CONV<br>01.625% DUE 12/15/2016<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                                                | 10/31/16   | 11/03/16    | 12,000    | 151.0181        |         | 18,122.17 | - 12,973.51<br>- 18,750.00                 |
| Sale     | INTEL CORP<br>JR SUB DEB CONV<br>03.250% DUE 08/01/2039<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                                                        | 06/30/17   | 07/06/17    | 5,000     | 164.7000        |         | 8,235.00  | - 6,924.05<br>- 9,143.75                   |

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| Activity | Description                                                                                                                            | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | INTEL CORP<br>CALL 01/29/2045 @ 100.000 UNSC<br>04.900% DUE 07/29/2045<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552            | 02/23/17   | 02/28/17    | 15,000   | 113.0810        |         | 16,962.15 | - 14,988.30<br>- 17,892.15                 |
| Sale     | INTERDIGITAL INC<br>CONV<br>01.500% DUE 03/01/2020<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                                 | 05/17/17   | 05/22/17    | 12,000   | 123.6104        |         | 14,833.25 | - 12,812.46<br>- 14,640.00                 |
| Sale     | INTERDIGITAL INC<br>CONV<br>01.500% DUE 03/01/2020<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                            | 07/12/17   | 07/17/17    | 12,000   | 121.3572        |         | 14,562.86 | - 12,812.45<br>- 14,640.00                 |
| Sale     | IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912            | 08/15/17   | 08/18/17    | 13,000   | 115.6563        |         | 15,035.32 | - 16,091.65<br>- 16,091.65                 |
| Sale     | JP MORGAN CHASE & CO<br>NOTES<br>06.000% DUE 01/15/2018<br>BROKER: BONY/T D SECURITIES INC<br>20-75-079-6814326                        | 07/24/17   | 07/27/17    | 60,000   | 102.0150        |         | 61,209.00 | - 62,054.40<br>- 63,391.20                 |
| Sale     | JOHNSON & JOHNSON<br>CALL 09/01/2035 @ 100.000 UNSC<br>03.550% DUE 03/01/2036<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552 | 02/23/17   | 02/28/17    | 65,000   | 100.1620        |         | 65,105.30 | - 64,658.75<br>- 72,114.90                 |
| Sale     | J2 GLOBAL COMMUNICATIONS<br>CONV<br>03.250% DUE 06/15/2029<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912             | 07/07/17   | 07/12/17    | 11,000   | 134.8700        |         | 14,835.70 | - 12,058.64<br>- 12,725.68                 |



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| Activity | Description                                                                                                                             | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | KENTUCKY UTILITIES<br>CALL 05/15/2043 @ 100.000 MORT<br>04.650% DUE 11/15/2043<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326 | 07/31/17   | 08/03/17    | 40,000   | 110.8890        |         | 44,355.60 | - 39,712.00<br>- 47,392.40                 |
| Sale     | KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552                  | 02/23/17   | 02/28/17    | 15,000   | 118.2940        |         | 17,744.10 | - 17,901.60<br>- 17,028.90                 |
| Sale     | KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                  | 09/08/17   | 09/12/17    | 25,000   | 120.3940        |         | 30,098.50 | - 29,836.00<br>- 28,381.50                 |
| Sale     | KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552          | 02/23/17   | 02/28/17    | 10,000   | 104.2040        |         | 10,420.40 | - 9,963.10<br>- 10,840.00                  |
| Sale     | KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326         | 07/24/17   | 07/26/17    | 40,000   | 104.7780        |         | 41,911.20 | - 39,852.40<br>- 43,360.00                 |
| Sale     | LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                        | 04/26/17   | 05/01/17    | 5,000    | 239.6352        |         | 11,981.76 | - 5,934.96<br>- 7,959.40                   |
| Sale     | LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                        | 07/26/17   | 07/31/17    | 2,000    | 275.9544        |         | 5,519.09  | - 2,373.98<br>- 3,183.76                   |

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|----------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                          | 08/09/17   | 08/14/17    | 5,000    | 255.8066        |         | 12,790.33 | - 5,934.96<br>- 7,959.40                   |
| Sale     | LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552           | 02/23/17   | 02/28/17    | 10,000   | 94.7110         |         | 9,471.10  | - 10,500.30<br>- 10,192.60                 |
| Sale     | LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326         | 07/31/17   | 08/03/17    | 25,000   | 97.9690         |         | 24,492.25 | - 26,250.75<br>- 25,481.50                 |
| Sale     | LOWES COMPANIES INC<br>NOTES<br>05.800% DUE 04/15/2040<br>PROCEEDS RECEIVED FROM TENDER OF<br>45,000.000 PAR AT 128.9510<br>20-75-079-4493552     | 05/04/17   | 05/04/17    | 45,000   | 128.9510        |         | 58,027.95 | - 53,063.55<br>- 59,475.60                 |
| Sale     | MEDTRONIC GLOBAL HLDINGS<br>SEDOL ISIN US58507LAC37<br>03.350% DUE 04/01/2027<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326            | 07/20/17   | 07/25/17    | 25,000   | 103.2140        |         | 25,803.50 | - 25,000.00<br>- 25,000.00                 |
| Sale     | MENTOR GRAPHICS CORP<br>SUB DEBT CALL 4/5/16 @ 101.143<br>04.000% DUE 04/01/2031<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912 | 10/19/16   | 10/24/16    | 9,000    | 144.9886        |         | 13,048.97 | - 9,869.18<br>- 12,031.92                  |
| Sale     | MENTOR GRAPHICS CORP<br>SUB DEBT CALL 4/5/16 @ 101.143<br>04.000% DUE 04/01/2031<br>BROKER: MIZUHO SECURITIES USA, INC.<br>20-75-079-3620912      | 11/15/16   | 11/18/16    | 7,000    | 185.7120        |         | 12,999.84 | - 7,676.02<br>- 9,358.16                   |

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| Activity | Description                                                                                                            | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | MERCADOLIBRE INC<br>CONV<br>02.250% DUE 07/01/2019<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912            | 05/17/17   | 05/22/17    | 3,000    | 230.1046        |         | 6,903.14   | - 3,571.48<br>- 4,678.14                   |
| Sale     | MICROCHIP TECHNOLOGY INC<br>CONVERTIBLE<br>02.125% DUE 12/15/2037<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912 | 02/28/17   | 03/03/17    | 3,000    | 302.1118        |         | 9,063.35   | - 4,674.00<br>- 7,760.64                   |
| Sale     | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552                | 02/23/17   | 02/28/17    | 10,000   | 100.5590        |         | 10,055.90  | - 10,049.00<br>- 10,049.00                 |
| Sale     | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>BROKER: BONY/T D SECURITIES INC<br>20-75-079-6814326               | 07/24/17   | 07/27/17    | 15,000   | 100.3080        |         | 15,046.20  | - 15,073.50<br>- 15,073.50                 |
| Sale     | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>BROKER: SUMRIDGE PARTNERS LLC<br>20-75-079-4493552                 | 02/23/17   | 02/28/17    | 10,000   | 99.3740         |         | 9,937.40   | - 9,863.70<br>- 9,863.70                   |
| Sale     | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>BROKER: PIPER, JAFFRAY & HOPWOOD INC<br>20-75-079-6814326          | 07/06/17   | 07/11/17    | 15,000   | 99.5910         |         | 14,938.65  | - 14,795.55<br>- 14,795.55                 |
| Sale     | MORGAN STANLEY<br>NOTES<br>05.500% DUE 01/26/2020<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326             | 09/14/17   | 09/18/17    | 100,000  | 107.6730        |         | 107,673.00 | - 107,958.00<br>- 107,958.00               |

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|----------|----------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552      | 02/23/17   | 02/28/17    | 5,000    | 103.8010        |         | 5,190.05  | - 5,154.55<br>- 5,154.55                   |
| Sale     | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326             | 08/23/17   | 08/28/17    | 10,000   | 104.6920        |         | 10,469.20 | - 10,309.10<br>- 10,309.10                 |
| Sale     | NXP SEMICONDUCTORS N V<br>CONV<br>01.000% DUE 12/01/2019<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912      | 11/17/16   | 11/22/16    | 12,000   | 113.5176        |         | 13,622.11 | - 13,524.00<br>- 14,130.00                 |
| Sale     | NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912 | 01/26/17   | 01/31/17    | 16,000   | 101.8750        |         | 16,300.00 | - 17,346.10<br>- 17,368.60                 |
| Sale     | NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912  | 03/17/17   | 03/22/17    | 16,000   | 100.3500        |         | 16,056.00 | - 17,346.10<br>- 17,368.60                 |
| Sale     | NORTHERN TRUST CORP<br>SR UNSEC<br>03.375% DUE 08/23/2021<br>BROKER: JANNEY MONTGOMERY, SCOTT<br>20-75-079-6814326   | 08/09/17   | 08/14/17    | 30,000   | 104.3720        |         | 31,311.60 | - 29,868.90<br>- 32,201.70                 |
| Sale     | NUCOR CORP<br>NOTES<br>05.850% DUE 06/01/2018<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326               | 09/28/17   | 09/29/17    | 50,000   | 102.6510        |         | 51,325.50 | - 51,815.00<br>- 51,815.00                 |

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|----------|----------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-3620912             | 10/12/16   | 10/17/16    | 3,000    | 330.7598        |         | 9,922.79  | - 3,525.49<br>- 10,207.50                  |
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912        | 10/19/16   | 10/24/16    | 4,000    | 329.7989        |         | 13,191.96 | - 4,700.65<br>- 13,610.00                  |
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912              | 12/01/16   | 12/06/16    | 2,000    | 432.3445        |         | 8,646.89  | - 2,350.32<br>- 6,805.00                   |
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912 | 12/29/16   | 01/04/17    | 1,000    | 523.2345        |         | 5,232.35  | - 1,175.16<br>- 3,402.50                   |
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: PERSHING<br>20-75-079-3620912                         | 02/28/17   | 03/07/17    | 9,000    | 501.2213        |         | 45,109.92 | - 10,576.45<br>- 30,622.50                 |
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912             | 04/03/17   | 04/06/17    | 1,000    | 536.1095        |         | 5,361.10  | - 1,175.16<br>- 3,402.50                   |
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: OPPENHEIMER & CO. INC<br>20-75-079-3620912            | 05/18/17   | 05/23/17    | 2,000    | 653.9000        |         | 13,078.00 | - 2,350.33<br>- 6,805.00                   |

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|----------|------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: OPPENHEIMER & CO. INC<br>20-75-079-3620912                                | 06/23/17   | 06/28/17    | 1,000    | 767.5400        |         | 7,675.40  | - 1,175.16<br>- 3,402.50                   |
| Sale     | NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>BROKER: OPPENHEIMER & CO. INC<br>20-75-079-3620912                                | 08/10/17   | 08/15/17    | 1,000    | 834.5960        |         | 8,345.96  | - 1,175.16<br>- 3,402.50                   |
| Sale     | NUVASIVE INC<br>SR UNSEC CONVERTIBLE<br>02.750% DUE 07/01/2017<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912           | 12/02/16   | 12/07/16    | 10,000   | 152.4859        |         | 15,248.59 | - 11,750.00<br>- 16,081.30                 |
| Sale     | NUVASIVE INC<br>CONV<br>02.250% DUE 03/15/2021<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                      | 07/28/17   | 08/02/17    | 11,000   | 126.8883        |         | 13,957.71 | - 15,064.50<br>- 15,064.50                 |
| Sale     | OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-3620912             | 01/09/17   | 01/12/17    | 8,000    | 124.9639        |         | 9,997.11  | - 9,275.47<br>- 9,605.04                   |
| Sale     | OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912 | 08/24/17   | 08/29/17    | 5,000    | 124.2793        |         | 6,213.97  | - 5,797.16<br>- 6,003.15                   |
| Sale     | OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912 | 08/28/17   | 08/31/17    | 6,000    | 124.3319        |         | 7,459.91  | - 6,956.60<br>- 7,203.78                   |

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| Activity | Description                                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | ON SEMICONDUCTOR CORP<br>CONV SER B CALL 12/20/16 @ 100<br>02.625% DUE 12/15/2026<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912 | 12/01/16   | 12/06/16    | 20,000   | 105.9186        |         | 21,183.72 | - 23,524.04<br>- 23,825.00                 |
| Sale     | PDC ENERGY INC<br>CONV<br>01.125% DUE 09/15/2021<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912                          | 08/24/17   | 08/29/17    | 15,000   | 89.0000         |         | 13,350.00 | - 15,774.27<br>- 15,774.27                 |
| Sale     | PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                    | 08/08/17   | 08/11/17    | 1,000    | 215.4375        |         | 2,154.38  | - 1,322.81<br>- 1,582.50                   |
| Sale     | PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912       | 09/21/17   | 09/25/17    | 3,000    | 196.6250        |         | 5,898.75  | - 3,968.43<br>- 4,747.50                   |
| Sale     | PRICELINE GROUP INC/THE<br>CONV<br>00.350% DUE 06/15/2020<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912               | 05/08/17   | 05/11/17    | 21,000   | 148.8125        |         | 31,250.63 | - 25,407.27<br>- 26,880.00                 |
| Sale     | PRICELINE GROUP INC/THE<br>CONV<br>00.350% DUE 06/15/2020<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                         | 08/08/17   | 08/11/17    | 10,000   | 158.3000        |         | 15,830.00 | - 12,098.70<br>- 12,800.00                 |
| Sale     | PRINCIPAL FINANCIAL GROU<br>COGT<br>03.400% DUE 05/15/2025<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326              | 08/28/17   | 08/31/17    | 35,000   | 102.6670        |         | 35,933.45 | - 34,890.80<br>- 35,929.25                 |

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| Activity | Description                                                                                                                             | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552                        | 02/23/17   | 02/28/17    | 5,000    | 93.6470         |         | 4,682.35  | - 4,998.25<br>- 4,976.95                   |
| Sale     | PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                             | 09/13/17   | 09/15/17    | 25,000   | 95.5980         |         | 23,899.50 | - 24,991.25<br>- 24,884.75                 |
| Sale     | REALTY INCOME CORP<br>SR UNSEC CALL 07/15/22 @100<br>03.250% DUE 10/15/2022<br>BROKER: KEYBANC CAPITAL MARKETS INC<br>20-75-079-6814326 | 08/23/17   | 08/28/17    | 25,000   | 102.4670        |         | 25,616.75 | - 25,124.50<br>- 25,124.50                 |
| Sale     | ROGERS COMMUNICATIONS IN<br>SEDOL ISIN US775109BB60<br>05.000% DUE 03/15/2044<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326  | 07/25/17   | 07/28/17    | 35,000   | 114.1880        |         | 39,965.80 | - 34,730.85<br>- 40,640.25                 |
| Sale     | ROV CORP<br>CONV<br>00.500% DUE 03/01/2020<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                               | 02/14/17   | 02/17/17    | 15,000   | 97.7500         |         | 14,662.50 | - 14,812.50<br>- 14,953.20                 |
| Sale     | RYDER SYSTEM INC<br>CALL 01/26/19 @100 SER MTN<br>02.350% DUE 02/26/2019<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-6814326       | 09/14/17   | 09/18/17    | 60,000   | 100.6160        |         | 60,369.60 | - 60,438.00<br>- 60,438.00                 |
| Sale     | SM ENERGY CO<br>CONV<br>01.500% DUE 07/01/2021<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                           | 06/20/17   | 06/23/17    | 13,000   | 89.3935         |         | 11,621.16 | - 16,551.50<br>- 16,551.50                 |



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| Activity | Description                                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | SALESFORCE.COM INC<br>CONV<br>00.250% DUE 04/01/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912            | 12/15/16   | 12/20/16    | 8,000    | 118.3000        |         | 9,464.00  | - 9,332.30<br>- 9,565.04                   |
| Sale     | SHELL INTERNATIONAL FIN<br>SR NOTES<br>06.375% DUE 12/15/2038<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326           | 09/07/17   | 09/11/17    | 40,000   | 136.8340        |         | 54,733.60 | - 48,576.40<br>- 54,404.80                 |
| Sale     | SHERWIN-WILLIAMS CO<br>CALL 05/01/2022 UNSC<br>02.750% DUE 06/01/2022<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326   | 07/07/17   | 07/12/17    | 15,000   | 99.8930         |         | 14,983.95 | - 15,024.30<br>- 15,024.30                 |
| Sale     | SHUTTERFLY INC<br>CONV<br>00.250% DUE 05/15/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                | 02/14/17   | 02/17/17    | 19,000   | 98.7500         |         | 18,762.50 | - 19,809.10<br>- 18,608.22                 |
| Sale     | SIMON PROPERTY GROUP LP<br>SR UNSEC<br>04.375% DUE 03/01/2021<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552               | 02/23/17   | 02/28/17    | 55,000   | 107.4370        |         | 59,090.35 | - 61,274.40<br>- 60,562.70                 |
| Sale     | SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>BROKER: SUMRIDGE PARTNERS LLC<br>20-75-079-4493552    | 02/23/17   | 02/28/17    | 5,000    | 98.4030         |         | 4,920.15  | - 5,030.55<br>- 5,166.05                   |
| Sale     | SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326 | 07/07/17   | 07/12/17    | 15,000   | 99.3330         |         | 14,899.95 | - 15,091.65<br>- 15,498.15                 |

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|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Maturity | SOUTHWESTERN PUB SVC CO<br>SR UNSEC<br>08.750% DUE 12/01/2018<br>PROCEEDS ON FULL CALL OF 15,000.000<br>PAR ON 08/30/17 AT 2.1631<br>20-75-079-6814326 | 08/30/17   | 08/30/17    | 15,000   | 2.1632          |         | 16,296.76 | - 16,275.00<br>- 16,275.00                 |
| Sale     | SPECTRANETICS CORP<br>CONV<br>02.625% DUE 06/01/2034<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                                          | 06/29/17   | 07/05/17    | 10,000   | 135.2721        |         | 13,527.21 | - 11,402.64<br>- 11,402.64                 |
| Sale     | SPIRIT REALTY CAPITAL IN<br>CONV<br>02.875% DUE 05/15/2019<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                                         | 05/08/17   | 05/11/17    | 39,000   | 98.2500         |         | 38,317.50 | - 41,034.05<br>- 43,070.82                 |
| Sale     | STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552                                           | 02/23/17   | 02/28/17    | 10,000   | 98.2170         |         | 9,821.70  | - 9,952.40<br>- 10,076.30                  |
| Sale     | STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                                           | 07/07/17   | 07/12/17    | 60,000   | 98.5300         |         | 59,118.00 | - 59,714.40<br>- 60,457.80                 |
| Sale     | STILLWATER MINING COMPAN<br>CONV SER SWC CALL 10/20/19 @ 100<br>01.750% DUE 10/15/2032<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                  | 12/13/16   | 12/16/16    | 11,000   | 131.1949        |         | 14,431.44 | - 12,897.50<br>- 13,200.00                 |
| Sale     | STRYKER CORP<br>UNSC<br>02.000% DUE 03/08/2019<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326                                                | 09/27/17   | 09/28/17    | 40,000   | 100.1640        |         | 40,065.60 | - 40,156.00<br>- 40,156.00                 |

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| Activity | Description                                                                                                                                         | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552                                          | 02/23/17   | 02/28/17    | 5,000    | 100.2920        |         | 5,014.60  | - 4,989.55<br>- 5,062.65                   |
| Sale     | SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                                      | 07/07/17   | 07/12/17    | 15,000   | 100.5610        |         | 15,084.15 | - 14,968.65<br>- 15,187.95                 |
| Sale     | TAKE-TWO INTERACTIVE SOF<br>CONV<br>01.000% DUE 07/01/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                         | 12/01/16   | 12/06/16    | 4,000    | 218.9890        |         | 8,759.56  | - 6,115.29<br>- 8,390.00                   |
| Sale     | TAKE-TWO INTERACTIVE SOF<br>CONV<br>01.000% DUE 07/01/2018<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                                | 09/08/17   | 09/12/17    | 2,000    | 461.1332        |         | 9,222.66  | - 3,057.64<br>- 4,195.00                   |
| Sale     | TELEFLEX INC<br>SR SUB CONV<br>03.875% DUE 08/01/2017<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                              | 10/26/16   | 10/31/16    | 4,000    | 255.6898        |         | 10,227.59 | - 4,748.93<br>- 10,927.52                  |
| Sale     | TEVA PHARM FINANCE LLC<br>CONV SER C CALL 08/03/09 @ 100<br>00.250% DUE 02/01/2026<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912 | 12/07/16   | 12/12/16    | 7,000    | 108.7101        |         | 7,609.71  | - 9,703.08<br>- 8,351.91                   |
| Sale     | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552                     | 02/23/17   | 02/28/17    | 10,000   | 96.2220         |         | 9,622.20  | - 9,794.50<br>- 9,794.50                   |

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| Activity | Description                                                                                                                          | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326      | 07/25/17   | 07/28/17    | 30,000   | 98.3880         |         | 29,516.40 | - 29,383.50<br>- 29,383.50                 |
| Sale     | 21ST CENTY FOX AMER INC<br>03.000% DUE 09/15/2022<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326                           | 08/23/17   | 08/28/17    | 35,000   | 101.9420        |         | 35,679.70 | - 33,532.45<br>- 36,447.25                 |
| Sale     | TYSON FOODS INC<br>CALL 03/02/2027 UNSC<br>03.550% DUE 06/02/2027<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326              | 08/28/17   | 08/31/17    | 15,000   | 102.0150        |         | 15,302.25 | - 14,974.95<br>- 14,974.95                 |
| Sale     | US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>BROKER: RAYMOND JAMES/FI<br>20-75-079-4493552                 | 02/23/17   | 02/28/17    | 35,000   | 102.1800        |         | 35,763.00 | - 34,775.65<br>- 37,080.40                 |
| Sale     | US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326         | 08/23/17   | 08/28/17    | 30,000   | 103.4620        |         | 31,038.60 | - 29,807.70<br>- 31,783.20                 |
| Sale     | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552  | 02/23/17   | 02/28/17    | 5,000    | 96.2840         |         | 4,814.20  | - 4,952.05<br>- 4,952.05                   |
| Sale     | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326 | 08/28/17   | 08/31/17    | 15,000   | 98.6870         |         | 14,803.05 | - 14,856.15<br>- 14,856.15                 |

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| Activity | Description                                                                                                                         | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552                       | 02/23/17   | 02/28/17    | 20,000   | 94.0560         |         | 18,811.20 | - 20,818.40<br>- 20,838.20                 |
| Sale     | VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326                      | 09/07/17   | 09/11/17    | 30,000   | 97.6600         |         | 29,298.00 | - 31,227.60<br>- 31,257.30                 |
| Sale     | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552                         | 02/23/17   | 02/28/17    | 10,000   | 99.7520         |         | 9,975.20  | - 10,000.60<br>- 10,000.60                 |
| Sale     | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                       | 08/09/17   | 08/14/17    | 15,000   | 99.8520         |         | 14,977.80 | - 15,000.90<br>- 15,000.90                 |
| Sale     | WABASH NATIONAL CORP<br>SR UNSEC<br>03.375% DUE 05/01/2018<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                | 12/05/16   | 12/08/16    | 10,000   | 133.3084        |         | 13,330.84 | - 12,322.40<br>- 13,362.50                 |
| Sale     | WAL-MART STORES INC<br>SR NOTES<br>05.625% DUE 04/01/2040<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552                    | 02/23/17   | 02/28/17    | 45,000   | 123.1510        |         | 55,417.95 | - 44,619.75<br>- 60,708.60                 |
| Sale     | WEBMD HEALTH CORP<br>SR UNSEC CONVERTIBLE<br>02.500% DUE 01/31/2018<br>BROKER: NOMURA SECURITIES INTERNATIONAL<br>20-75-079-3620912 | 07/24/17   | 07/27/17    | 23,000   | 106.0000        |         | 24,380.00 | - 26,248.83<br>- 23,876.99                 |

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|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------------------|----------------------------------------------|
| Sale                        | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.100% DUE 06/03/2026<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                 | 08/28/17   | 08/31/17    | 55,000   | 104.5790        |         | 57,518.45             | - 55,749.65<br>- 58,351.70                   |
| Sale                        | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.300% DUE 07/22/2027<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326                 | 09/08/17   | 09/12/17    | 10,000   | 106.4480        |         | 10,644.80             | - 9,962.00<br>- 10,777.40                    |
| Sale                        | WESTPAC BANKING CORP<br>ISIN US961214BK83 SEDOL B3VGYG1<br>04.875% DUE 11/19/2019<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326 | 07/25/17   | 07/28/17    | 45,000   | 106.3810        |         | 47,871.45             | - 45,734.85<br>- 49,328.55                   |
| Sale                        | WORKDAY INC<br>CONV<br>00.750% DUE 07/15/2018<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                                  | 12/15/16   | 12/20/16    | 14,000   | 106.6394        |         | 14,929.52             | - 16,510.34<br>- 17,228.82                   |
| Sale                        | XCEL ENERGY INC<br>SR UNSEC CALL 11/15/19 @100<br>04.70% DUE 05/15/2020<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-4493552        | 02/23/17   | 02/28/17    | 45,000   | 106.4070        |         | 47,883.15             | - 49,607.10<br>- 49,125.15                   |
| Sale                        | XILINX INC<br>SENIOR NTS CONVERTIBLE<br>02.625% DUE 06/15/2017<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912                     | 05/31/17   | 06/05/17    | 9,000    | 230.8125        |         | 20,773.13             | - 12,463.66<br>- 16,931.25                   |
| <b>Total corporate debt</b> |                                                                                                                                         |            |             |          |                 |         | <b>\$4,311,935.50</b> | <b>- \$4,075,655.40<br/>- \$4,322,972.85</b> |

*Detail*

**Corporate stock - preferred**

| Activity | Description                                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | TEVA PHARMACEUTICAL IND<br>PFD 07.000% DUE 12/15/2018<br>BROKER: MIZUHO SECURITIES USA, INC.<br>20-75-079-3620912                | 10/05/16   | 10/11/16    | 12       | \$794.9240      | \$0.21  | \$9,538.88 | - \$12,000.00<br>- \$9,759.71              |
| Sale     | TEVA PHARMACEUTICAL IND<br>PFD 07.000% DUE 12/15/2018<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912                       | 10/11/16   | 10/14/16    | 42       | 786.1622        | 0.72    | 33,018.09  | - 42,000.00<br>- 34,158.98                 |
| Sale     | FIAT CHRYSLER AUTOMOBILE<br>PFD 7.875%<br>CONV UNTIL 12/15/2016<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912 | 10/05/16   | 10/11/16    | 295      | 65.2950         | 0.42    | 19,261.61  | - 21,052.69<br>- 18,897.70                 |
| Sale     | AMERICAN TOWER CORP<br>CONVERTED05/15/17<br>SEE 03027X100<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912       | 10/05/16   | 10/11/16    | 125      | 106.7737        | 0.29    | 13,346.42  | - 13,110.71<br>- 13,935.00                 |
| Sale     | AMERICAN TOWER CORP<br>CONVERTED05/15/17<br>SEE 03027X100<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912        | 05/02/17   | 05/05/17    | 295      | 119.5430        | 0.77    | 35,264.42  | - 30,941.26<br>- 32,886.60                 |
| Sale     | ARCONIC INC PFD<br>CONVERTED 10/02/17<br>SEE 03965L100<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912          | 06/28/17   | 07/03/17    | 215      | 36.0588         | 0.17    | 7,752.47   | - 6,884.30<br>- 7,028.35                   |
| Sale     | ARCONIC INC PFD<br>CONVERTED 10/02/17<br>SEE 03965L100<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912           | 09/26/17   | 09/28/17    | 245      | 41.1990         | 0.23    | 10,093.53  | - 7,844.90<br>- 8,009.05                   |

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**Corporate stock - preferred**

| Activity | Description                                                                                                                | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | CROWN CASTLE INTL CORP<br>CONVERTED 11/01/16<br>SEE 22822V101<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912          | 10/25/16   | 10/28/16    | 155      | 112.0093        | 0.38    | 17,361.06 | - 16,335.43<br>- 17,518.10                 |
| Sale     | DOMINION ENERGY INC<br>CONVERTED 07/03/17<br>SEE 25746U109<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912 | 06/19/17   | 06/22/17    | 885      | 50.7360         | 0.98    | 44,900.38 | - 44,802.56<br>- 44,037.60                 |
| Sale     | EXELON CORP<br>EXCH 06/01/17<br>SEE 30161N101<br>BROKER: OPPENHEIMER & CO. INC<br>20-75-079-3620912                        | 05/25/17   | 05/31/17    | 430      | 52.0100         | 0.49    | 22,363.81 | - 19,930.20<br>- 20,098.20                 |
| Sale     | FRONTIER COMMUNICATIONS<br>PFD 11.125% SER A 06/29/2018<br>BROKER: NOMURA SECURITIES INTERNATIONAL<br>20-75-079-3620912    | 02/28/17   | 03/03/17    | 80       | 63.4989         | 0.12    | 5,079.79  | - 8,057.37<br>- 6,712.80                   |
| Sale     | FRONTIER COMMUNICATIONS<br>PFD 11.125% SER A 06/29/2018<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912          | 05/08/17   | 05/11/17    | 175      | 37.7396         | 0.15    | 6,604.28  | - 17,625.49<br>- 14,684.25                 |
| Sale     | LACLEDE GROUP INC<br>PFD 06.750% 04/01/2017<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912               | 11/17/16   | 11/22/16    | 230      | 56.7862         | 0.28    | 13,060.55 | - 12,579.16<br>- 13,199.24                 |
| Sale     | POST HOLDINGS INC<br>PFD 05.250% 06/01/2017<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912               | 02/28/17   | 03/03/17    | 15       | 142.0000        | 0.05    | 2,129.95  | - 1,908.92<br>- 2,055.75                   |
| Sale     | POST HOLDINGS INC<br>PFD 05.250% 06/01/2017<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912               | 05/11/17   | 05/16/17    | 105      | 138.2380        | 0.32    | 14,514.67 | - 13,362.47<br>- 14,390.25                 |



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**Corporate stock - preferred**

| Activity | Description                                                                                                                 | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | SOUTHWESTERN ENERGY CO<br>PFD 06.250% 01/15/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912           | 01/10/17   | 01/13/17    | 175      | 24.0734         | 0.09    | 4,212.76  | - 7,655.32<br>- 5,524.75                   |
| Sale     | SOUTHWESTERN ENERGY CO<br>PFD 06.250% 01/15/2018<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                        | 05/08/17   | 05/11/17    | 610      | 17.7690         | 0.24    | 10,838.85 | - 26,684.26<br>- 19,257.70                 |
| Sale     | STANLEY BLACK & DECKER I<br>EXCH 11/17/16<br>SEE 854502101<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912 | 11/08/16   | 11/14/16    | 50       | 121.3522        | 0.13    | 6,067.48  | - 6,119.04<br>- 6,316.50                   |
| Sale     | T-MOBILE US INC<br>PFD 05.500% 12/15/2017<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                  | 01/09/17   | 01/12/17    | 85       | 92.9778         | 0.17    | 7,902.94  | - 4,849.78<br>- 6,635.95                   |
| Sale     | TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                       | 11/14/16   | 11/17/16    | 170      | 73.6474         | 0.28    | 12,519.78 | - 8,734.39<br>- 13,916.20                  |
| Sale     | TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912          | 01/10/17   | 01/13/17    | 75       | 67.8500         | 0.11    | 5,088.64  | - 3,853.41<br>- 6,139.50                   |
| Sale     | TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>BROKER: OPPENHEIMER & CO. INC<br>20-75-079-3620912                     | 05/11/17   | 05/16/17    | 130      | 62.4750         | 0.18    | 8,121.57  | - 6,679.23<br>- 10,641.80                  |

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**Corporate stock - preferred**

| Activity                                 | Description                                                                                              | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash                | Original value at PNC Value last statement |
|------------------------------------------|----------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|---------------------|--------------------------------------------|
| Sale                                     | WPX ENERGY INC<br>PFD 06.250% 07/31/2018<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912 | 05/03/17   | 05/08/17    | 325      | 53.5320         | 0.38    | 17,397.52           | - 15,829.19<br>- 19,942.00                 |
| <b>Total corporate stock - preferred</b> |                                                                                                          |            |             |          |                 |         | <b>\$326,439.45</b> | <b>- \$348,840.08<br/>- \$345,745.98</b>   |

**Corporate stock - common**

| Activity | Description                                                                                                             | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Sale     | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                    | 07/06/17   | 07/11/17    | 50       | \$78.3068       | \$2.60  | \$3,912.74 | - \$2,340.04<br>- \$3,219.00               |
| Sale     | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                    | 07/07/17   | 07/12/17    | 100      | 79.1307         | 5.19    | 7,907.88   | - 4,680.07<br>- 6,438.00                   |
| Sale     | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4768517       | 07/10/17   | 07/13/17    | 75       | 79.1650         | 3.89    | 5,933.49   | - 3,510.06<br>- 4,828.50                   |
| Sale     | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                    | 07/10/17   | 07/13/17    | 125      | 79.2786         | 6.48    | 9,903.35   | - 5,850.09<br>- 8,047.50                   |
| Sale     | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                    | 07/11/17   | 07/14/17    | 100      | 79.4064         | 5.19    | 7,935.45   | - 4,680.07<br>- 6,438.00                   |
| Sale     | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>BROKER: INVESTMENT TECHNOLOGY GROUP, INC<br>20-75-079-4768517 | 07/11/17   | 07/14/17    | 25       | 79.3500         | 0.43    | 1,983.32   | - 1,170.02<br>- 1,609.50                   |

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**Corporate stock - common**

| Activity | Description                                                                                                        | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517               | 07/12/17   | 07/17/17    | 75       | 80.7781         | 3.89    | 6,054.47  | - 3,510.06<br>- 4,828.50                   |
| Sale     | ADVANSIX INC - W/I<br>CASH IN LIEU OF .985 FRACTIONAL<br>SHARES/PAR AT 15.9670 PER SHARE/BOND<br>20-75-079-4768517 | 10/17/16   | 10/17/16    | 0.985    | 15.9670         |         | 15.73     | - 13.29<br>- 13.29                         |
| Sale     | ADVANSIX INC - W/I<br>BROKER: LIQUIDNET INC<br>20-75-079-4768517                                                   | 11/09/16   | 11/15/16    | 55       | 15.7120         | 0.85    | 863.31    | - 742.04<br>- 741.97                       |
| Sale     | AMERICAN EXPRESS CO<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517                                   | 03/22/17   | 03/27/17    | 275      | 77.8025         | 14.22   | 21,381.47 | - 18,892.79<br>- 17,611.00                 |
| Sale     | AMERICAN EXPRESS CO<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517                                   | 03/23/17   | 03/28/17    | 275      | 78.0296         | 14.22   | 21,443.92 | - 18,892.79<br>- 17,611.00                 |
| Sale     | AMERICAN EXPRESS CO<br>BROKER: BLAIR, WILLIAM & COMPANY<br>20-75-079-4768517                                       | 04/11/17   | 04/17/17    | 100      | 77.1554         | 5.17    | 7,710.37  | - 6,870.11<br>- 6,404.00                   |
| Sale     | AMERICAN EXPRESS CO<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517                                   | 04/12/17   | 04/18/17    | 275      | 76.8841         | 14.22   | 21,128.91 | - 18,892.79<br>- 17,611.00                 |
| Sale     | AMERICAN EXPRESS CO<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517                                   | 04/13/17   | 04/19/17    | 200      | 76.1443         | 10.34   | 15,218.52 | - 13,740.21<br>- 12,808.00                 |
| Sale     | AMERICAN EXPRESS CO<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517                                   | 04/17/17   | 04/20/17    | 375      | 76.2495         | 19.38   | 28,574.18 | - 25,762.90<br>- 24,015.00                 |
| Sale     | AMERICAN EXPRESS CO<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517                                   | 04/18/17   | 04/21/17    | 250      | 75.9252         | 12.92   | 18,968.38 | - 17,175.26<br>- 16,010.00                 |
| Sale     | AMERICAN EXPRESS CO<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517                                   | 04/19/17   | 04/24/17    | 225      | 75.9409         | 11.63   | 17,075.07 | - 15,457.74<br>- 14,409.00                 |

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| Activity | Description                                                               | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | AMERICAN EXPRESS CO<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4768517  | 04/20/17   | 04/25/17    | 425      | 79.4536         | 21.99   | 33,745.79 | - 29,197.95<br>- 27,217.00                 |
| Sale     | BANK NEW YORK MELLON CORP COM<br>BROKER: MAXIM GROUP<br>20-75-079-4768517 | 03/22/17   | 03/27/17    | 175      | 46.1586         | 3.68    | 8,074.08  | - 4,905.26<br>- 6,979.00                   |
| Sale     | BANK NEW YORK MELLON CORP COM<br>BROKER: MAXIM GROUP<br>20-75-079-4768517 | 03/23/17   | 03/28/17    | 175      | 46.3593         | 3.68    | 8,109.20  | - 4,905.26<br>- 6,979.00                   |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 11/02/16   | 11/07/16    | 1,050    | 13.7433         | 8.20    | 14,422.27 | - 15,154.76<br>- 15,592.50                 |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 11/03/16   | 11/08/16    | 550      | 13.6251         | 4.30    | 7,489.51  | - 7,938.21<br>- 8,167.50                   |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 11/04/16   | 11/09/16    | 350      | 13.5534         | 2.74    | 4,740.95  | - 5,051.59<br>- 5,197.50                   |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 11/07/16   | 11/10/16    | 350      | 13.5148         | 2.74    | 4,727.44  | - 5,051.59<br>- 5,197.50                   |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 11/08/16   | 11/14/16    | 400      | 13.4999         | 3.12    | 5,396.84  | - 5,773.24<br>- 5,940.00                   |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 11/11/16   | 11/16/16    | 950      | 12.6039         | 7.40    | 11,966.31 | - 13,711.45<br>- 14,107.50                 |

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| Activity | Description                                                                   | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517               | 11/14/16   | 11/17/16    | 700      | 12.4614         | 5.45    | 8,717.53  | - 10,103.17<br>- 10,395.00                 |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517               | 11/15/16   | 11/18/16    | 400      | 12.5341         | 3.11    | 5,010.53  | - 5,773.24<br>- 5,940.00                   |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517               | 12/09/16   | 12/14/16    | 1,050    | 12.8979         | 8.18    | 13,534.62 | - 15,154.76<br>- 15,592.50                 |
| Sale     | DANONE<br>SPONS ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517               | 12/12/16   | 12/15/16    | 950      | 12.8933         | 7.40    | 12,241.24 | - 13,711.44<br>- 14,107.50                 |
| Sale     | DEVON ENERGY CORP NEW<br>BROKER: BLOOMBERG TRADEBOOK LLC<br>20-75-079-4768517 | 03/23/17   | 03/28/17    | 100      | 39.1385         | 5.09    | 3,908.76  | - 5,317.45<br>- 4,411.00                   |
| Sale     | DEVON ENERGY CORP NEW<br>BROKER: BLOOMBERG TRADEBOOK LLC<br>20-75-079-4768517 | 03/24/17   | 03/29/17    | 175      | 39.0214         | 8.90    | 6,819.85  | - 9,305.53<br>- 7,719.25                   |
| Sale     | DEVON ENERGY CORP NEW<br>BROKER: BLOOMBERG TRADEBOOK LLC<br>20-75-079-4768517 | 03/27/17   | 03/30/17    | 225      | 38.6779         | 11.44   | 8,691.09  | - 11,964.26<br>- 9,924.75                  |
| Sale     | DEVON ENERGY CORP NEW<br>BROKER: BLOOMBERG TRADEBOOK LLC<br>20-75-079-4768517 | 03/28/17   | 03/31/17    | 400      | 39.4820         | 20.35   | 15,772.45 | - 21,269.79<br>- 17,644.00                 |
| Sale     | DEVON ENERGY CORP NEW<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517           | 03/28/17   | 03/31/17    | 150      | 39.6071         | 7.63    | 5,933.44  | - 7,976.17<br>- 6,616.50                   |
| Sale     | DEVON ENERGY CORP NEW<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517           | 03/29/17   | 04/03/17    | 450      | 40.8442         | 22.91   | 18,356.98 | - 23,928.51<br>- 19,849.50                 |

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|----------|-------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | DEVON ENERGY CORP NEW<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                                         | 03/30/17   | 04/04/17    | 300      | 41.5733         | 15.28   | 12,456.71 | - 15,952.34<br>- 13,233.00                 |
| Sale     | KEYCORP NEW<br>CASH IN LIEU OF .837 FRACTIONAL<br>SHARES/PAR AT 17.3000 PER SHARE/BOND<br>20-75-079-3620912 | 03/22/17   | 03/22/17    | 0.837    | 17.3000         |         | 14.48     | - 16.08<br>- 16.08                         |
| Sale     | KEYCORP NEW<br>BROKER: INSTINET<br>20-75-079-3620912                                                        | 03/21/17   | 03/24/17    | 602      | 17.2387         | 18.29   | 10,359.41 | - 11,565.17<br>- 11,565.17                 |
| Sale     | MICROSOFT CORP<br>BROKER: FERRETTI GROUP INC<br>20-75-079-4768517                                           | 11/03/16   | 11/08/16    | 675      | 59.2364         | 14.38   | 39,970.19 | - 17,688.70<br>- 38,880.00                 |
| Sale     | NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                   | 11/03/16   | 11/08/16    | 300      | 72.8376         | 6.48    | 21,844.80 | - 21,840.66<br>- 23,706.00                 |
| Sale     | NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                   | 11/04/16   | 11/09/16    | 500      | 72.7717         | 10.80   | 36,375.05 | - 36,401.10<br>- 39,510.00                 |
| Sale     | ROCKWELL AUTOMATION INC<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4768517                                | 01/25/17   | 01/30/17    | 75       | 152.5698        | 4.00    | 11,438.74 | - 7,985.42<br>- 9,175.50                   |
| Sale     | ROCKWELL AUTOMATION INC<br>BROKER: INVESTMENT TECHNOLOGY GROUP, INC<br>20-75-079-4768517                    | 01/25/17   | 01/30/17    | 225      | 153.1369        | 4.14    | 34,451.66 | - 23,956.26<br>- 27,526.50                 |
| Sale     | ROCKWELL AUTOMATION INC<br>BROKER: INVESTMENT TECHNOLOGY GROUP, INC<br>20-75-079-4768517                    | 01/26/17   | 01/31/17    | 100      | 153.1587        | 1.84    | 15,314.03 | - 10,647.23<br>- 12,234.00                 |
| Sale     | ROCKWELL AUTOMATION INC<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4768517                                | 01/26/17   | 01/31/17    | 50       | 152.7807        | 2.67    | 7,636.37  | - 5,323.61<br>- 6,117.00                   |

PORT ORANGE FIRE PENSION ROLLUP  
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**Corporate stock - common**

| Activity | Description                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | ROCKWELL AUTOMATION INC<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4768517     | 01/27/17   | 02/01/17    | 100      | 151.3919        | 5.34    | 15,133.85 | - 10,647.23<br>- 12,234.00                 |
| Sale     | ROSS STORES INC<br>BROKER: UBS SECURITIES LLC<br>20-75-079-4768517               | 11/22/16   | 11/28/16    | 350      | 69.5202         | 7.54    | 24,324.53 | - 12,285.43<br>- 22,505.00                 |
| Sale     | ROSS STORES INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                      | 11/22/16   | 11/28/16    | 550      | 69.5491         | 11.84   | 38,240.17 | - 19,305.67<br>- 35,365.00                 |
| Sale     | ROSS STORES INC<br>BROKER: UBS SECURITIES LLC<br>20-75-079-4768517               | 11/23/16   | 11/29/16    | 100      | 69.4278         | 2.16    | 6,940.62  | - 3,510.12<br>- 6,430.00                   |
| Sale     | ROSS STORES INC<br>BROKER: UBS SECURITIES LLC<br>20-75-079-4768517               | 11/25/16   | 11/30/16    | 50       | 69.1023         | 1.08    | 3,454.04  | - 1,755.06<br>- 3,215.00                   |
| Sale     | ROSS STORES INC<br>BROKER: UBS SECURITIES LLC<br>20-75-079-4768517               | 11/28/16   | 12/01/16    | 125      | 68.5472         | 2.69    | 8,565.71  | - 4,387.65<br>- 8,037.50                   |
| Sale     | ROSS STORES INC<br>BROKER: LIQUIDNET INC<br>20-75-079-4768517                    | 02/10/17   | 02/15/17    | 125      | 68.2263         | 2.07    | 8,526.22  | - 4,387.65<br>- 8,037.50                   |
| Sale     | ROSS STORES INC<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-4768517              | 02/10/17   | 02/15/17    | 125      | 68.4244         | 6.44    | 8,546.61  | - 4,387.65<br>- 8,037.50                   |
| Sale     | ROSS STORES INC<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517 | 02/13/17   | 02/16/17    | 125      | 68.2539         | 6.44    | 8,525.30  | - 4,387.65<br>- 8,037.50                   |
| Sale     | ROSS STORES INC<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517 | 02/14/17   | 02/17/17    | 250      | 68.4772         | 12.88   | 17,106.42 | - 8,775.31<br>- 16,075.00                  |
| Sale     | ROSS STORES INC<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517 | 02/15/17   | 02/21/17    | 300      | 68.7697         | 15.45   | 20,615.46 | - 10,530.37<br>- 19,290.00                 |

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**Corporate stock - common**

| Activity | Description                                                                                                            | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | ROSS STORES INC<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517                                       | 02/16/17   | 02/22/17    | 175      | 68.3558         | 9.02    | 11,953.25 | - 6,142.72<br>- 11,252.50                  |
| Sale     | ROSS STORES INC<br>BROKER: BLAIR, WILLIAM & COMPANY<br>20-75-079-4768517                                               | 02/16/17   | 02/22/17    | 75       | 68.6238         | 3.87    | 5,142.92  | - 2,632.59<br>- 4,822.50                   |
| Sale     | ROSS STORES INC<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517                                       | 02/17/17   | 02/23/17    | 750      | 68.1709         | 16.12   | 51,112.06 | - 26,325.93<br>- 48,225.00                 |
| Sale     | SOUTHWESTERN ENERGY CO<br>CASH IN LIEU OF .504 FRACTIONAL<br>SHARES/PAR AT 12.6400 PER SHARE/BOND<br>20-75-079-3620912 | 10/19/16   | 10/19/16    | 0.504    | 12.6400         |         | 6.37      | - 6.37<br>- 6.37                           |
| Sale     | SOUTHWESTERN ENERGY CO<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                                       | 10/18/16   | 10/21/16    | 46       | 12.6700         | 1.86    | 580.96    | - 580.98<br>- 580.98                       |
| Sale     | SOUTHWESTERN ENERGY CO<br>CASH IN LIEU OF .666 FRACTIONAL<br>SHARES/PAR AT 9.4900 PER SHARE/BOND<br>20-75-079-3620912  | 01/19/17   | 01/19/17    | 0.666    | 9.4900          |         | 6.32      | - 6.52<br>- 6.52                           |
| Sale     | SOUTHWESTERN ENERGY CO<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                                       | 01/18/17   | 01/23/17    | 62       | 9.7043          | 2.50    | 599.17    | - 606.75<br>- 606.75                       |
| Sale     | SOUTHWESTERN ENERGY CO<br>CASH IN LIEU OF .200 FRACTIONAL<br>SHARES/PAR AT 7.4000 PER SHARE/BOND<br>20-75-079-3620912  | 04/18/17   | 04/18/17    | 0.200    | 7.4000          |         | 1.48      | - 1.49<br>- 1.49                           |
| Sale     | SOUTHWESTERN ENERGY CO<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                                       | 04/18/17   | 04/21/17    | 59       | 7.3693          | 2.37    | 432.42    | - 440.14<br>- 440.14                       |
| Sale     | TWENTY-FIRST CENTURY-CL A-WI<br>BROKER: BLAIR, WILLIAM & COMPANY<br>20-75-079-4768517                                  | 07/25/17   | 07/28/17    | 650      | 27.9762         | 32.93   | 18,151.60 | - 17,161.94<br>- 15,743.00                 |



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**Corporate stock - common**

| Activity | Description                                                                             | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash      | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------|--------------------------------------------|
| Sale     | TWENTY-FIRST CENTURY-CL A-WI<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4768517 | 07/26/17   | 07/31/17    | 425      | 28.1699         | 21.53   | 11,950.68 | - 11,221.27<br>- 10,293.50                 |
| Sale     | TWENTY-FIRST CENTURY-CL A-WI<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4768517 | 07/27/17   | 08/01/17    | 450      | 29.0987         | 22.81   | 13,071.61 | - 11,881.34<br>- 10,899.00                 |
| Sale     | TWENTY-FIRST CENTURY-CL A-WI<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-4768517        | 07/27/17   | 08/01/17    | 300      | 29.3945         | 15.21   | 8,803.14  | - 7,920.89<br>- 7,266.00                   |
| Sale     | UNILEVER PLC W/I<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 06/08/17   | 06/13/17    | 200      | 55.7515         | 4.25    | 11,146.05 | - 8,081.86<br>- 8,988.76                   |
| Sale     | UNILEVER PLC W/I<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 06/09/17   | 06/14/17    | 400      | 55.1267         | 8.49    | 22,042.19 | - 16,163.72<br>- 17,977.52                 |
| Sale     | UNILEVER PLC W/I<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 06/12/17   | 06/15/17    | 200      | 54.3795         | 4.24    | 10,871.66 | - 8,081.86<br>- 8,988.76                   |
| Sale     | UNILEVER PLC W/I<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 06/13/17   | 06/16/17    | 225      | 54.2659         | 4.77    | 12,205.06 | - 9,092.10<br>- 10,112.36                  |
| Sale     | UNILEVER PLC W/I<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 06/14/17   | 06/19/17    | 225      | 54.2374         | 4.77    | 12,198.65 | - 9,092.10<br>- 10,112.36                  |
| Sale     | UNILEVER PLC W/I<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517           | 06/15/17   | 06/20/17    | 275      | 54.0395         | 5.83    | 14,855.03 | - 11,112.56<br>- 12,359.54                 |

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**Corporate stock - common**

| Activity                              | Description                                                                  | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash                   | Original value at PNC Value last statement     |
|---------------------------------------|------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------------------|------------------------------------------------|
| Sale                                  | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517 | 06/16/17   | 06/21/17    | 175      | 54.6776         | 3.71    | 9,564.87               | - 7,071.63<br>- 7,865.17                       |
| Sale                                  | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517 | 06/19/17   | 06/22/17    | 225      | 54.8297         | 4.77    | 12,331.91              | - 9,092.10<br>- 10,112.35                      |
| Sale                                  | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517 | 06/20/17   | 06/23/17    | 125      | 54.7078         | 2.65    | 6,835.83               | - 5,051.16<br>- 5,617.98                       |
| Sale                                  | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517 | 06/21/17   | 06/26/17    | 175      | 54.4478         | 3.71    | 9,524.66               | - 7,071.63<br>- 7,865.16                       |
| Sale                                  | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517 | 06/22/17   | 06/27/17    | 125      | 54.4689         | 2.65    | 6,805.96               | - 5,051.16<br>- 5,617.98                       |
| Sale                                  | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: MAXIM GROUP<br>20-75-079-4768517 | 06/23/17   | 06/28/17    | 200      | 54.4250         | 4.24    | 10,880.76              | - 8,081.86<br>- 8,988.76                       |
| <b>Total corporate stock - common</b> |                                                                              |            |             |          |                 |         | <b>\$1,004,584.42</b>  | <b>- \$802,082.99<br/>- \$924,198.46</b>       |
| <b>Total sales and maturities</b>     |                                                                              |            |             |          |                 |         | <b>\$13,290,229.99</b> | <b>- \$12,919,372.50<br/>- \$13,345,771.60</b> |

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**Other income**  
**Interfund transfers**

| Activity       | Description                                                                                                   | Post date | Quantity | Amount per unit | Cash           | Original value at PNC Value last statement |
|----------------|---------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|----------------|--------------------------------------------|
| Trust transfer | PRINCIPAL CASH TRANSFERRED FROM ACCOUNT 20-75-079-4493552<br>PORT ORANGE FIRE PENSION FIXED 20-75-079-6791477 | 03/01/17  |          |                 | \$2,300,000.00 |                                            |

**Other income**

| Activity         | Description                                                                                                                                                               | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Other income     | WACHOVIA CORP<br>MERGED 12/31/2008 SEE 949746804<br>PROCEEDS DUE ON CLASS ACTION SETTLEMENT<br>20-75-079-4493552                                                          | 01/09/17  |          |                 | \$187.29   |                                            |
| Other income     | AMERICAN INTERNATIONAL GROUP, INC., SECURITIES LITIGATION<br>08CV04772LTSDCF<br>PROCEEDS DUE ON CLASS ACTION SETTLEMENT<br>FROM ACCT: 20750794493560<br>20-75-079-4768517 | 06/27/17  |          |                 | 766.19     |                                            |
| Other income     | BANK OF NEW YORK MELLON CORPORATION SECURITIES LITIGATION (12MD2335LAK)<br>PROCEEDS DUE ON CLASS ACTION SETTLEMENT<br>FROM ACCT: 20750794493560<br>20-75-079-4768517      | 06/27/17  |          |                 | 766.67     |                                            |
| Other income     | CLIFFS NATURAL RESOURCES, INC.,<br>PROCEEDS DUE ON CLASS ACTION SETTLEMENT<br>20-75-079-3620912                                                                           | 09/26/17  |          |                 | 33.66      |                                            |
| Wire transfer in | INCOMING WIRE FROM SUNTRUST BANK<br>20-75-079-4493552                                                                                                                     | 09/29/17  |          |                 | 100,000.00 |                                            |
| Wire transfer in | INCOMING WIRE FOR CITY OF PORT ORANGE<br>AS STATE MONEY<br>20-75-079-4493552                                                                                              | 09/29/17  |          |                 | 351,038.30 |                                            |

*Detail*

**Other income**

| Activity                  | Description | Post date | Quantity | Amount per unit | Cash                   | Original value at PNC Value last statement         |
|---------------------------|-------------|-----------|----------|-----------------|------------------------|----------------------------------------------------|
| <b>Total other income</b> |             |           |          |                 | <b>\$452,792.11</b>    |                                                    |
| <b>Income</b>             |             |           |          |                 | <b>\$19,199,737.58</b> | <b>-\$12,919,372.50</b><br><b>-\$13,345,771.60</b> |

**Expenses**

**Payments**

**Payments to participants**

| Activity             | Description                                                                                                                        | Post date | Quantity | Amount per unit | Cash         | Original value at PNC Value last statement |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|--------------|--------------------------------------------|
| Benefit payment      | CANCEL PENSION CK DATED 4/1/2017 TAX YR 2017 CHECK #31312121<br>PAYEE WHITMARSH, JAMES R<br>20-75-079-4493552                      | 04/12/17  |          |                 | \$1,616.55   |                                            |
| Federal tax withheld | CREDIT BACK FED TAX ON PENSION CK DATED 4/1/2017 TAX YR 2017 CHECK #31312121<br>PAYEE WHITMARSH, JAMES R<br>20-75-079-4493552      | 04/12/17  |          |                 | 325.01       |                                            |
| State tax withheld   | CREDIT BACK NC STATE TAX ON PENSION CK DATED 4/1/2017 TAX YR 2017 CHECK #31312121<br>PAYEE WHITMARSH, JAMES R<br>20-75-079-4493552 | 04/12/17  |          |                 | 58.00        |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552                                                                          | 10/03/16  |          |                 | - 17,643.47  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552                                                                        | 10/03/16  |          |                 | - 24,875.37  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552                                                                                      | 10/03/16  |          |                 | - 158,802.94 |                                            |

*Detail*

**Payments to participants**

| Activity             | Description                                                 | Post date | Quantity | Amount per unit | Cash         | Original value at PNC Value last statement |
|----------------------|-------------------------------------------------------------|-----------|----------|-----------------|--------------|--------------------------------------------|
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 10/03/16  |          |                 | - 215.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 11/01/16  |          |                 | - 17,643.47  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 11/01/16  |          |                 | - 24,934.33  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 11/01/16  |          |                 | - 159,113.76 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 11/01/16  |          |                 | - 215.00     |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 12/01/16  |          |                 | - 219.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 12/01/16  |          |                 | - 17,643.47  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 12/01/16  |          |                 | - 25,033.38  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 12/01/16  |          |                 | - 159,446.23 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 01/03/17  |          |                 | - 220.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 01/03/17  |          |                 | - 16,509.62  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 01/03/17  |          |                 | - 24,973.49  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 01/03/17  |          |                 | - 161,215.97 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 02/01/17  |          |                 | - 223.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 02/01/17  |          |                 | - 16,509.62  |                                            |

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**Payments to participants**

| Activity             | Description                                                 | Post date | Quantity | Amount per unit | Cash         | Original value at PNC Value last statement |
|----------------------|-------------------------------------------------------------|-----------|----------|-----------------|--------------|--------------------------------------------|
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 02/01/17  |          |                 | - 25,093.35  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 02/01/17  |          |                 | - 161,647.30 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 03/01/17  |          |                 | - 200.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 03/01/17  |          |                 | - 15,851.41  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 03/01/17  |          |                 | - 25,161.16  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 03/01/17  |          |                 | - 162,637.41 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 04/03/17  |          |                 | - 200.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 04/03/17  |          |                 | - 14,689.01  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 04/03/17  |          |                 | - 25,093.57  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 04/03/17  |          |                 | - 164,472.07 |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 05/01/17  |          |                 | - 14,689.01  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 05/01/17  |          |                 | - 24,904.41  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 05/01/17  |          |                 | - 163,376.75 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 05/01/17  |          |                 | - 142.00     |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 06/01/17  |          |                 | - 142.00     |                                            |

*Detail*

**Payments to participants**

| Activity             | Description                                                 | Post date | Quantity | Amount per unit | Cash         | Original value at PNC Value last statement |
|----------------------|-------------------------------------------------------------|-----------|----------|-----------------|--------------|--------------------------------------------|
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 06/01/17  |          |                 | - 14,689.01  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 06/01/17  |          |                 | - 25,553.84  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 06/01/17  |          |                 | - 163,066.46 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 07/03/17  |          |                 | - 142.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 07/03/17  |          |                 | - 15,990.33  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 07/03/17  |          |                 | - 25,553.84  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 07/03/17  |          |                 | - 161,765.14 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 08/01/17  |          |                 | - 142.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 08/01/17  |          |                 | - 15,990.33  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 08/01/17  |          |                 | - 25,615.19  |                                            |
| Benefit payment      | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552               | 08/01/17  |          |                 | - 162,112.74 |                                            |
| State tax withheld   | NC STATE TAX WITHHELD<br>20-75-079-4493552                  | 09/01/17  |          |                 | - 142.00     |                                            |
| Other withholding    | OTHER WITHHOLDINGS FROM DISTRIBUTION<br>20-75-079-4493552   | 09/01/17  |          |                 | - 16,429.28  |                                            |
| Federal tax withheld | FEDERAL TAX WITHHELD FROM DISTRIBUTION<br>20-75-079-4493552 | 09/01/17  |          |                 | - 25,615.19  |                                            |

*Detail*

**Payments to participants**

| Activity                              | Description                                   | Post date | Quantity | Amount per unit | Cash                    | Original value at PNC Value last statement |
|---------------------------------------|-----------------------------------------------|-----------|----------|-----------------|-------------------------|--------------------------------------------|
| Benefit payment                       | PERIODIC BENEFIT PAYMENT<br>20-75-079-4493552 | 09/01/17  |          |                 | - 161,673.79            |                                            |
| <b>Total payments to participants</b> |                                               |           |          |                 | <b>- \$2,436,218.15</b> |                                            |

**Purchases**

**Interest bearing cash**

| Activity | Description                                                                          | Trade date | Settle date | Quantity   | Amount per unit | Charges | Cash          | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------|------------|-------------|------------|-----------------|---------|---------------|--------------------------------------------|
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-3620912 | 10/31/16   | 10/31/16    | 98,891.080 | \$1.0000        |         | - \$98,891.08 | \$98,891.08<br>\$98,891.08                 |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493578 | 10/31/16   | 10/31/16    | 0.890      | 1.0000          |         | - 0.89        | 0.89<br>0.89                               |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493617 | 10/31/16   | 10/31/16    | 3.060      | 1.0000          |         | - 3.06        | 3.06<br>3.06                               |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493578 | 11/30/16   | 11/30/16    | 2.400      | 1.0000          |         | - 2.40        | 2.40<br>2.40                               |



*Detail*

**Interest bearing cash**

| Activity | Description                                                              | Trade date | Settle date | Quantity    | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------|------------|-------------|-------------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4768517 | 11/30/16   | 11/30/16    | 20,493.970  | 1.0000          |         | - 20,493.97  | 20,493.97<br>20,493.97                     |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493552 | 12/31/16   | 12/31/16    | 297,800.170 | 1.0000          |         | - 297,800.17 | 297,800.17<br>297,800.17                   |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493578 | 12/31/16   | 12/31/16    | 9,771.310   | 1.0000          |         | - 9,771.31   | 9,771.31<br>9,771.31                       |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493594 | 12/31/16   | 12/31/16    | 46,031.470  | 1.0000          |         | - 46,031.47  | 46,031.47<br>46,031.47                     |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4768517 | 12/31/16   | 12/31/16    | 14,709.820  | 1.0000          |         | - 14,709.82  | 14,709.82<br>14,709.82                     |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493578 | 01/31/17   | 01/31/17    | 3.610       | 1.0000          |         | - 3.61       | 3.61<br>3.61                               |

*Detail*

**Interest bearing cash**

| Activity | Description                                                                          | Trade date | Settle date | Quantity      | Amount per unit | Charges | Cash           | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------|------------|-------------|---------------|-----------------|---------|----------------|--------------------------------------------|
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493594 | 01/31/17   | 01/31/17    | 1.820         | 1.0000          |         | - 1.82         | 1.82<br>1.82                               |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4768517 | 01/31/17   | 01/31/17    | 58,549        | 1.0000          |         | - 58,549.00    | 58,549.00<br>58,549.00                     |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-3620912 | 02/28/17   | 02/28/17    | 26,363.760    | 1.0000          |         | - 26,363.76    | 26,363.76<br>26,363.76                     |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493552 | 02/28/17   | 02/28/17    | 2,004,585.030 | 1.0000          |         | - 2,004,585.03 | 2,004,585.03<br>2,004,585.03               |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493578 | 02/28/17   | 02/28/17    | 7.320         | 1.0000          |         | - 7.32         | 7.32<br>7.32                               |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493594 | 02/28/17   | 02/28/17    | 15.140        | 1.0000          |         | - 15.14        | 15.14<br>15.14                             |

*Detail*

**Interest bearing cash**

| Activity | Description                                                                          | Trade date | Settle date | Quantity   | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------|------------|-------------|------------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-3620912 | 03/31/17   | 03/31/17    | 14,146.160 | 1.0000          |         | - 14,146.16 | 14,146.16<br>14,146.16                     |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493578 | 03/31/17   | 03/31/17    | 2,230.400  | 1.0000          |         | - 2,230.40  | 2,230.40<br>2,230.40                       |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493594 | 03/31/17   | 03/31/17    | 14.500     | 1.0000          |         | - 14.50     | 14.50<br>14.50                             |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-6791477 | 03/31/17   | 03/31/17    | 899.960    | 1.0000          |         | - 899.96    | 899.96<br>899.96                           |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-3620912 | 04/30/17   | 04/30/17    | 9,897.560  | 1.0000          |         | - 9,897.56  | 9,897.56<br>9,897.56                       |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493578 | 04/30/17   | 04/30/17    | 9.570      | 1.0000          |         | - 9.57      | 9.57<br>9.57                               |

*Detail*

**Interest bearing cash**

| Activity | Description                                                                          | Trade date | Settle date | Quantity    | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------|------------|-------------|-------------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493594 | 04/30/17   | 04/30/17    | 19.580      | 1.0000          |         | - 19.58      | 19.58<br>19.58                             |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4768517 | 04/30/17   | 04/30/17    | 142,805.610 | 1.0000          |         | - 142,805.61 | 142,805.61<br>142,805.61                   |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-6791477 | 04/30/17   | 04/30/17    | 5,073.620   | 1.0000          |         | - 5,073.62   | 5,073.62<br>5,073.62                       |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-3620912 | 05/31/17   | 05/31/17    | 64,106.210  | 1.0000          |         | - 64,106.21  | 64,106.21<br>64,106.21                     |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493578 | 05/31/17   | 05/31/17    | 12.080      | 1.0000          |         | - 12.08      | 12.08<br>12.08                             |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493594 | 05/31/17   | 05/31/17    | 22.710      | 1.0000          |         | - 22.71      | 22.71<br>22.71                             |

*Detail*

**Interest bearing cash**

| Activity | Description                                                                          | Trade date | Settle date | Quantity   | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------|------------|-------------|------------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4768517 | 05/31/17   | 05/31/17    | 10,213.370 | 1.0000          |         | - 10,213.37 | 10,213.37<br>10,213.37                     |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-6791477 | 05/31/17   | 05/31/17    | 4,780.820  | 1.0000          |         | - 4,780.82  | 4,780.82<br>4,780.82                       |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493552 | 06/30/17   | 06/30/17    | 54,987.290 | 1.0000          |         | - 54,987.29 | 54,987.29<br>54,987.29                     |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493578 | 06/30/17   | 06/30/17    | 13.210     | 1.0000          |         | - 13.21     | 13.21<br>13.21                             |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4493594 | 06/30/17   | 06/30/17    | 70,473.660 | 1.0000          |         | - 70,473.66 | 70,473.66<br>70,473.66                     |
| Purchase | PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>PURCHASE OF ACI ASSET<br>20-75-079-4768517 | 06/30/17   | 06/30/17    | 62,310.750 | 1.0000          |         | - 62,310.75 | 62,310.75<br>62,310.75                     |

*Detail*

**Interest bearing cash**

| Activity | Description                                                              | Trade date | Settle date | Quantity   | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------|------------|-------------|------------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-6791477 | 06/30/17   | 06/30/17    | 4,906.290  | 1.0000          |         | - 4,906.29  | 4,906.29<br>4,906.29                       |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493578 | 07/31/17   | 07/31/17    | 7,210.120  | 1.0000          |         | - 7,210.12  | 7,210.12<br>7,210.12                       |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493594 | 07/31/17   | 07/31/17    | 46.170     | 1.0000          |         | - 46.17     | 46.17<br>46.17                             |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4768517 | 07/31/17   | 07/31/17    | 43,579.220 | 1.0000          |         | - 43,579.22 | 43,579.22<br>43,579.22                     |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-6791477 | 07/31/17   | 07/31/17    | 4,837.690  | 1.0000          |         | - 4,837.69  | 4,837.69<br>4,837.69                       |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-6814326 | 07/31/17   | 07/31/17    | 95,314.310 | 1.0000          |         | - 95,314.31 | 95,314.31<br>95,314.31                     |

*Detail*

**Interest bearing cash**

| Activity | Description                                                              | Trade date | Settle date | Quantity    | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------|------------|-------------|-------------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493552 | 08/31/17   | 08/31/17    | 4,099.760   | 1.0000          |         | - 4,099.76   | 4,099.76<br>4,099.76                       |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493578 | 08/31/17   | 08/31/17    | 21.730      | 1.0000          |         | - 21.73      | 21.73<br>21.73                             |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493594 | 08/31/17   | 08/31/17    | 82.810      | 1.0000          |         | - 82.81      | 82.81<br>82.81                             |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4768517 | 08/31/17   | 08/31/17    | 10,346.330  | 1.0000          |         | - 10,346.33  | 10,346.33<br>10,346.33                     |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-6791477 | 08/31/17   | 08/31/17    | 4,882.120   | 1.0000          |         | - 4,882.12   | 4,882.12<br>4,882.12                       |
| Purchase | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-6814326 | 08/31/17   | 08/31/17    | 165,613.520 | 1.0000          |         | - 165,613.52 | 165,613.52<br>165,613.52                   |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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*Detail*

**Interest bearing cash**

| Activity                           | Description                                                              | Trade date | Settle date | Quantity    | Amount per unit | Charges | Cash                    | Original value at PNC Value last statement |
|------------------------------------|--------------------------------------------------------------------------|------------|-------------|-------------|-----------------|---------|-------------------------|--------------------------------------------|
| Purchase                           | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-3620912 | 09/29/17   | 09/29/17    | 18,418.130  | 1.0000          |         | - 18,418.13             | 18,418.13                                  |
| Purchase                           | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493552 | 09/29/17   | 09/29/17    | 451,096.650 | 1.0000          |         | - 451,096.65            | 451,096.65                                 |
| Purchase                           | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493578 | 09/29/17   | 09/29/17    | 23.380      | 1.0000          |         | - 23.38                 | 23.38                                      |
| Purchase                           | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4493594 | 09/29/17   | 09/29/17    | 85.920      | 1.0000          |         | - 85.92                 | 85.92                                      |
| Purchase                           | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-4768517 | 09/29/17   | 09/29/17    | 10,871.790  | 1.0000          |         | - 10,871.79             | 10,871.79                                  |
| Purchase                           | PNC GOVT. MONEY MARKET FUND #405 PURCHASE OF ACI ASSET 20-75-079-6791477 | 09/29/17   | 09/29/17    | 4,956.230   | 1.0000          |         | - 4,956.23              | 4,956.23                                   |
| <b>Total interest bearing cash</b> |                                                                          |            |             |             |                 |         | <b>- \$3,845,639.08</b> | <b>\$3,845,639.08</b>                      |
|                                    |                                                                          |            |             |             |                 |         |                         | <b>\$3,845,639.08</b>                      |



*Detail*

**US government securities**

| Activity | Description                                                                                                 | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash           | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|----------------|--------------------------------------------|
| Purchase | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326        | 07/06/17   | 07/12/17    | 175,000  | \$ 129.9414     |         | - \$227,397.46 | \$227,397.46<br>\$227,397.46               |
| Purchase | USA TREASURY BD<br>05.500% DUE 08/15/2028<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326        | 09/11/17   | 09/14/17    | 15,000   | 132.6914        |         | - 19,903.71    | 19,903.71<br>19,903.71                     |
| Purchase | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326     | 07/25/17   | 07/28/17    | 100,000  | 104.7891        |         | - 104,789.06   | 104,789.06<br>104,789.06                   |
| Purchase | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326     | 07/27/17   | 07/31/17    | 85,000   | 103.8164        |         | - 88,243.95    | 88,243.95<br>88,243.95                     |
| Purchase | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326     | 09/01/17   | 09/07/17    | 90,000   | 107.2852        |         | - 96,556.64    | 96,556.64<br>96,556.64                     |
| Purchase | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>BROKER: OPPENHEIMER & CO. INC<br>20-75-079-6814326          | 09/08/17   | 09/12/17    | 75,000   | 108.9609        |         | - 81,720.70    | 81,720.70<br>81,720.70                     |
| Purchase | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>BROKER: TORONTO DOMINION SEC (USA) INC<br>20-75-079-6814326 | 09/20/17   | 09/25/17    | 10,000   | 106.3398        |         | - 10,633.98    | 10,633.98<br>10,633.98                     |
| Purchase | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552     | 10/27/16   | 10/28/16    | 20,000   | 97.8984         |         | - 19,579.69    | 19,579.69<br>19,579.69                     |

*Detail*

**US government securities**

| Activity | Description                                                                                                  | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>BROKER: BARCLAYS CAPITAL INC FIXINCOME<br>20-75-079-4493552  | 11/29/16   | 11/30/16    | 35,000   | 90.2813         |         | - 31,598.44  | 31,598.44<br>31,598.44                     |
| Purchase | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552      | 01/06/17   | 01/09/17    | 20,000   | 90.0781         |         | - 18,015.62  | 18,015.62<br>18,015.62                     |
| Purchase | USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>BROKER: DEUTSCHE BANK INST FIXINC<br>20-75-079-4493552       | 01/31/17   | 02/01/17    | 145,000  | 100.5820        |         | - 145,843.94 | 145,843.94<br>145,843.94                   |
| Purchase | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552      | 10/19/16   | 10/24/16    | 30,000   | 103.3516        |         | - 31,005.47  | 31,005.47<br>31,005.47                     |
| Purchase | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552      | 01/06/17   | 01/09/17    | 140,000  | 100.9023        |         | - 141,263.28 | 141,263.28<br>141,263.28                   |
| Purchase | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>BROKER: BARCLAYS CAPITAL INC FIXINCOME<br>20-75-079-4493552  | 03/09/17   | 03/10/17    | 35,000   | 100.1914        |         | - 35,066.99  | 35,066.99<br>35,066.99                     |
| Purchase | USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552 | 10/27/16   | 10/28/16    | 115,000  | 101.2969        |         | - 116,491.41 | 116,491.41<br>116,491.41                   |
| Purchase | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>BROKER: DEUTSCHE BANK INST FIXINC<br>20-75-079-4493552        | 03/09/17   | 03/10/17    | 140,000  | 100.0078        |         | - 140,010.93 | 140,010.93<br>140,010.93                   |
| Purchase | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552   | 01/31/17   | 02/01/17    | 45,000   | 98.3555         |         | - 44,259.96  | 44,259.96<br>44,259.96                     |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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**US government securities**

| Activity | Description                                                                                                  | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | USA TREASURY NOTES<br>01.875% DUE 08/31/2017<br>BROKER: GRIFFIN KUBIK STEPHENS THOMPSON<br>20-75-079-4493552 | 11/29/16   | 11/30/16    | 20,000   | 100.8320        |         | - 20,166.41  | 20,166.41<br>20,166.41                     |
| Purchase | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552   | 10/27/16   | 10/28/16    | 45,000   | 98.2305         |         | - 44,203.71  | 44,203.71<br>44,203.71                     |
| Purchase | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552 | 11/29/16   | 11/30/16    | 105,000  | 94.0742         |         | - 98,777.93  | 98,777.93<br>98,777.93                     |
| Purchase | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>BROKER: BONY/T D SECURITIES INC<br>20-75-079-6814326         | 09/07/17   | 09/08/17    | 105,000  | 97.1719         |         | - 102,030.47 | 102,030.47<br>102,030.47                   |
| Purchase | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552      | 10/27/16   | 10/28/16    | 210,000  | 103.5156        |         | - 217,382.80 | 217,382.80<br>217,382.80                   |
| Purchase | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552 | 11/29/16   | 11/30/16    | 100,000  | 101.2617        |         | - 101,261.72 | 101,261.72<br>101,261.72                   |
| Purchase | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552 | 04/28/17   | 05/01/17    | 35,000   | 101.6055        |         | - 35,561.91  | 35,561.91<br>35,561.91                     |
| Purchase | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552      | 01/06/17   | 01/09/17    | 60,000   | 93.4336         |         | - 56,060.15  | 56,060.15<br>56,060.15                     |

*Detail*

**US government securities**

| Activity                              | Description                                                                                                                                    | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash                    | Original value at PNC Value last statement |
|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------------------|--------------------------------------------|
| Purchase                              | USA TREASURY NOTES<br>TREASURY INFLATION PROTECTN SECS<br>00.125% DUE 01/15/2022<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552 | 04/21/17   | 04/24/17    | 65,000   | 108.5593        |         | - 70,563.54             | 70,563.54<br>70,563.54                     |
| <b>Total US government securities</b> |                                                                                                                                                |            |             |          |                 |         | <b>- \$2,098,389.87</b> | <b>\$2,098,389.87<br/>\$2,098,389.87</b>   |

**Corporate debt**

| Activity | Description                                                                                                                                     | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash           | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|----------------|--------------------------------------------|
| Purchase | AEP TEXAS INC<br>SER E UNSC<br>06.650% DUE 02/15/2033<br>BROKER: RAYMOND JAMES/FI<br>20-75-079-6814326                                          | 09/07/17   | 09/11/17    | 80,000   | \$128.7450      |         | - \$102,996.00 | \$102,996.00<br>\$102,996.00               |
| Purchase | AFLAC INC<br>UNSC<br>03.625% DUE 06/15/2023<br>BROKER: US BANCORP INVESTMENTS INC.<br>20-75-079-6814326                                         | 09/19/17   | 09/22/17    | 45,000   | 105.5250        |         | - 47,486.25    | 47,486.25<br>47,486.25                     |
| Purchase | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>BROKER: BANC/AMERICA SEC.LLC.MONTGOMERY<br>20-75-079-4493552 | 11/17/16   | 11/22/16    | 20,000   | 99.2560         |         | - 19,851.20    | 19,851.20<br>19,851.20                     |
| Purchase | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-4493552        | 11/18/16   | 11/23/16    | 20,000   | 99.4290         |         | - 19,885.80    | 19,885.80<br>19,885.80                     |

PORT ORANGE FIRE PENSION ROLLUP  
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| Activity | Description                                                                                                                                 | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | AKAMAI TECHNOLOGIES INC<br>CONV<br>ZERO % DUE 02/15/2019<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                          | 11/07/16   | 11/10/16    | 11,000   | 104.2157        |         | - 11,463.73  | 11,463.73<br>11,463.73                     |
| Purchase | AMERICAN FINANCIAL GROUP<br>SR NTS<br>09.875% DUE 06/15/2019<br>BROKER: US BANCORP INVESTMENTS INC.<br>20-75-079-6814326                    | 07/19/17   | 07/24/17    | 55,000   | 114.1560        |         | - 62,785.80  | 62,785.80<br>62,785.80                     |
| Purchase | AMGEN INC<br>CALL 04/11/2022 UNSC<br>02.650% DUE 05/11/2022<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552                      | 05/15/17   | 05/18/17    | 15,000   | 100.2200        |         | - 15,033.00  | 15,033.00<br>15,033.00                     |
| Purchase | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552 | 01/10/17   | 01/13/17    | 40,000   | 106.0240        |         | - 42,409.60  | 42,409.60<br>42,409.60                     |
| Purchase | APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>BROKER: US BANCORP INVESTMENTS INC.<br>20-75-079-6814326                                     | 07/31/17   | 08/03/17    | 100,000  | 100.0940        |         | - 100,094.00 | 100,094.00<br>100,094.00                   |
| Purchase | ATLAS AIR WORLDWIDE HLDG<br>CONV<br>02.250% DUE 06/01/2022<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                 | 03/02/17   | 03/07/17    | 13,000   | 109.1617        |         | - 14,191.02  | 14,191.02<br>14,191.02                     |
| Purchase | ATLAS AIR WORLDWIDE HLDG<br>CONV<br>02.250% DUE 06/01/2022<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                   | 09/01/17   | 09/07/17    | 8,000    | 120.2900        |         | - 9,623.20   | 9,623.20<br>9,623.20                       |

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| Activity | Description                                                                                                              | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | ATLAS AIR WORLDWIDE HLDG<br>CONV<br>02.250% DUE 06/01/2022<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912           | 09/05/17   | 09/07/17    | 6,000    | 118.5350        |         | - 7,112.10  | 7,112.10<br>7,112.10                       |
| Purchase | BAPTIST HEALTH SOUTH FL<br>NTS<br>04.590% DUE 08/15/2021<br>BROKER: RBC CAP MKTS CORP<br>20-75-079-6814326               | 08/15/17   | 08/18/17    | 50,000   | 108.2450        |         | - 54,122.50 | 54,122.50<br>54,122.50                     |
| Purchase | BAPTIST HEALTH SOUTH FL<br>NTS<br>04.590% DUE 08/15/2021<br>BROKER: RAYMOND JAMES/FI<br>20-75-079-6814326                | 09/08/17   | 09/12/17    | 30,000   | 108.7370        |         | - 32,621.10 | 32,621.10<br>32,621.10                     |
| Purchase | BLACKHAWK NETWORK HOLD<br>CONV<br>01.500% DUE 01/15/2022<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912 | 08/07/17   | 08/10/17    | 20,000   | 110.4060        |         | - 22,081.20 | 22,081.20<br>22,081.20                     |
| Purchase | BLACKSTONE MORTGAGE TR<br>CONV<br>05.250% DUE 12/01/2018<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912       | 10/31/16   | 11/03/16    | 11,000   | 111.6956        |         | - 12,286.52 | 12,286.52<br>12,286.52                     |
| Purchase | BLACKSTONE MORTGAGE TR<br>CONV<br>05.250% DUE 12/01/2018<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912            | 11/01/16   | 11/04/16    | 10,000   | 111.4065        |         | - 11,140.65 | 11,140.65<br>11,140.65                     |
| Purchase | CBS CORP<br>CALL 10/15/2025 @ 100.000 COGT<br>04.000% DUE 01/15/2026<br>BROKER: PERSHING<br>20-75-079-4493552            | 05/24/17   | 05/30/17    | 10,000   | 103.1920        |         | - 10,319.20 | 10,319.20<br>10,319.20                     |

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| Activity | Description                                                                                                                                | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | CRH AMERICA INC<br>NTS<br>08.125% DUE 07/15/2018<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                                  | 08/01/17   | 08/04/17    | 45,000   | 105.8990        |         | - 47,654.55 | 47,654.55<br>47,654.55                     |
| Purchase | CSX TRANSN INC<br>DEBENTURES<br>09.750% DUE 06/15/2020<br>BROKER: RAYMOND JAMES/FI<br>20-75-079-6814326                                    | 08/31/17   | 09/06/17    | 39,000   | 120.1660        |         | - 46,864.74 | 46,864.74<br>46,864.74                     |
| Purchase | CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>BROKER: CITIGROUP GLOBAL MKTS INC SAL<br>20-75-079-4493552 | 02/16/17   | 02/22/17    | 15,000   | 102.9740        |         | - 15,446.10 | 15,446.10<br>15,446.10                     |
| Purchase | CALENERGY INC<br>SR BD<br>08.480% DUE 09/15/2028<br>BROKER: JEFFERIES & CO<br>20-75-079-6814326                                            | 08/04/17   | 08/09/17    | 65,000   | 147.1290        |         | - 95,633.85 | 95,633.85<br>95,633.85                     |
| Purchase | CAPITAL ONE FINANCIAL CO<br>CALL 02/09/2027 UNSC<br>03.750% DUE 03/09/2027<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552      | 05/17/17   | 05/22/17    | 35,000   | 100.4020        |         | - 35,140.70 | 35,140.70<br>35,140.70                     |
| Purchase | CARNIVAL CORP<br>SEDOL ISIN US143658BA91<br>03.950% DUE 10/15/2020<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-4493552                | 03/07/17   | 03/10/17    | 25,000   | 105.4080        |         | - 26,352.00 | 26,352.00<br>26,352.00                     |
| Purchase | CEMEX SAB DE CV<br>CONV<br>03.750% DUE 03/15/2018<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912                                     | 06/01/17   | 06/06/17    | 10,000   | 113.2471        |         | - 11,324.71 | 11,324.71<br>11,324.71                     |

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**Corporate debt**

| Activity | Description                                                                                                                         | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | CITIGROUP INC<br>UNSC<br>02.050% DUE 12/07/2018<br>BROKER: DEUTSCHE BANK INST FIX INC<br>20-75-079-4493552                          | 02/22/17   | 02/27/17    | 25,000   | 100.3160        |         | - 25,079.00  | 25,079.00<br>25,079.00                     |
| Purchase | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>BROKER: BARCLAYS CAPITAL INC FIX INCOME<br>20-75-079-4493552                    | 02/14/17   | 02/17/17    | 25,000   | 99.9320         |         | - 24,983.00  | 24,983.00<br>24,983.00                     |
| Purchase | CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-3620912                          | 01/09/17   | 01/12/17    | 8,000    | 112.3378        |         | - 8,987.02   | 8,987.02<br>8,987.02                       |
| Purchase | CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>BROKER: CREDIT SUISSE FIRST BOSTON LLC<br>20-75-079-3620912                | 01/10/17   | 01/13/17    | 8,000    | 114.4650        |         | - 9,157.20   | 9,157.20<br>9,157.20                       |
| Purchase | COCA COLA BOTTL CO CONSL<br>CALL 08/25/2025 @ 100.000 UNSC<br>03.800% DUE 11/25/2025<br>BROKER: JEFFERIES & CO<br>20-75-079-6814326 | 07/05/17   | 07/10/17    | 50,000   | 102.7120        |         | - 51,356.00  | 51,356.00<br>51,356.00                     |
| Purchase | COLONY CAPITAL INC<br>CONV<br>03.875% DUE 01/15/2021<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912                         | 11/01/16   | 11/04/16    | 25,000   | 98.4894         |         | - 24,622.35  | 24,622.35<br>24,622.35                     |
| Purchase | COMCAST CORP<br>BDS<br>07.050% DUE 03/15/2033<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326                            | 08/28/17   | 08/31/17    | 75,000   | 138.1840        |         | - 103,638.00 | 103,638.00<br>103,638.00                   |



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| Activity | Description                                                                                                                       | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | CONSUMERS ENERGY CO<br>SER B SECR<br>06.875% DUE 03/01/2018<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326            | 07/17/17   | 07/20/17    | 15,000   | 103.2500        |         | - 15,487.50 | 15,487.50<br>15,487.50                     |
| Purchase | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>BROKER: PERSHING<br>20-75-079-4493552          | 01/12/17   | 01/18/17    | 20,000   | 107.6730        |         | - 21,534.60 | 21,534.60<br>21,534.60                     |
| Purchase | CYPRESS SEMICONDUCTOR CO<br>CONV<br>04.500% DUE 01/15/2022<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                    | 07/11/17   | 07/14/17    | 15,000   | 124.4778        |         | - 18,671.67 | 18,671.67<br>18,671.67                     |
| Purchase | DISH NETWORK CORPORATION CL A<br>CONV<br>03.375% DUE 08/15/2026<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912            | 08/15/17   | 08/18/17    | 46,000   | 117.2340        |         | - 53,927.64 | 53,927.64<br>53,927.64                     |
| Purchase | DOLLAR GENERAL CORP<br>CALL 01/15/2027 UNSC<br>03.875% DUE 04/15/2027<br>BROKER: US BANCORP INVESTMENTS INC.<br>20-75-079-6814326 | 09/25/17   | 09/27/17    | 20,000   | 104.4760        |         | - 20,895.20 | 20,895.20<br>20,895.20                     |
| Purchase | DOLLAR GENERAL CORP<br>CALL 01/15/2027 UNSC<br>03.875% DUE 04/15/2027<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-6814326        | 09/26/17   | 09/28/17    | 30,000   | 104.2550        |         | - 31,276.50 | 31,276.50<br>31,276.50                     |
| Purchase | DOW CHEMICAL COMPANY<br>CONS<br>07.375% DUE 11/01/2029<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326                   | 07/06/17   | 07/11/17    | 40,000   | 134.0230        |         | - 53,609.20 | 53,609.20<br>53,609.20                     |

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| Activity | Description                                                                                                                                            | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | DYCOM INDUSTRIES INC<br>CONV<br>00.750% DUE 09/15/2021<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912                                | 03/02/17   | 03/07/17    | 8,000    | 120.7000        |         | - 9,656.00  | 9,656.00<br>9,656.00                       |
| Purchase | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>BROKER: BANC/AMERICA SEC. LLC. MONTGOMERY<br>20-75-079-4493552 | 11/16/16   | 11/21/16    | 35,000   | 96.7600         |         | - 33,866.00 | 33,866.00<br>33,866.00                     |
| Purchase | ENVESTNET INC<br>CONV<br>01.750% DUE 12/15/2019<br>BROKER: NESBITT BURNS SECURITIES BMO<br>20-75-079-3620912                                           | 09/26/17   | 09/28/17    | 9,000    | 103.8086        |         | - 9,342.77  | 9,342.77<br>9,342.77                       |
| Purchase | ENVESTNET INC<br>CONV<br>01.750% DUE 12/15/2019<br>BROKER: RAYMOND JAMES & ASSOCIATES INC.<br>20-75-079-3620912                                        | 09/27/17   | 09/29/17    | 4,000    | 104.3880        |         | - 4,175.52  | 4,175.52<br>4,175.52                       |
| Purchase | EXPRESS SCRIPTS HOLDING<br>SER 10YR CALL 11/25/25 @100 COGT<br>04.500% DUE 02/25/2026<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326       | 07/17/17   | 07/20/17    | 50,000   | 106.7500        |         | - 53,375.00 | 53,375.00<br>53,375.00                     |
| Purchase | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>BROKER: CHASE SECURITIES INC<br>20-75-079-4493552               | 01/24/17   | 01/27/17    | 25,000   | 94.0760         |         | - 23,519.00 | 23,519.00<br>23,519.00                     |
| Purchase | FIFTH THIRD BANCORP<br>CALL 12/16/2023 @ 100.000 SUB<br>04.300% DUE 01/16/2024<br>BROKER: FIRST TENNESSEE SECURITIES CORP<br>20-75-079-6814326         | 08/29/17   | 09/01/17    | 50,000   | 107.3490        |         | - 53,674.50 | 53,674.50<br>53,674.50                     |

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| Activity | Description                                                                                                                                         | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | FINISAR CORPORATION<br>CONV<br>0.500% DUE 12/15/2033<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912                                           | 10/28/16   | 11/02/16    | 17,000   | 114.5243        |         | - 19,469.13  | 19,469.13<br>19,469.13                     |
| Purchase | FIRST TENNESSEE BANK<br>SER BKNT CALL 11/01/19 @ 100 UNSC<br>02.950% DUE 12/01/2019<br>BROKER: FIRST TENNESSEE SECURITIES CORP<br>20-75-079-6814326 | 08/09/17   | 08/14/17    | 50,000   | 101.4530        |         | - 50,726.50  | 50,726.50<br>50,726.50                     |
| Purchase | FRANKLIN RESOURCES INC<br>SR UNSEC<br>02.800% DUE 09/15/2022<br>BROKER: CLEARVIEW CORRESPONDENT SERVICES<br>20-75-079-6814326                       | 08/31/17   | 09/06/17    | 80,000   | 102.2300        |         | - 81,784.00  | 81,784.00<br>81,784.00                     |
| Purchase | GENERAL ELECTRIC CAPITAL SVCS<br>SUB NTS<br>07.500% DUE 08/21/2035<br>BROKER: RAYMOND JAMES/FI<br>20-75-079-6814326                                 | 07/19/17   | 07/24/17    | 50,000   | 142.6940        |         | - 71,347.00  | 71,347.00<br>71,347.00                     |
| Purchase | GEORGIA PACIFIC CORP<br>BONDS<br>08.875% DUE 05/15/2031<br>BROKER: FIRST CLEARING CORP<br>20-75-079-6814326                                         | 09/13/17   | 09/15/17    | 60,000   | 157.8110        |         | - 94,686.60  | 94,686.60<br>94,686.60                     |
| Purchase | GOLDMAN SACHS GROUP INC<br>SR UNSEC<br>05.750% DUE 01/24/2022<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326                            | 07/05/17   | 07/10/17    | 100,000  | 112.3840        |         | - 112,384.00 | 112,384.00<br>112,384.00                   |
| Purchase | GOLDMAN SACHS GROUP INC<br>CALL 11/13/2019 UNSC<br>02.300% DUE 12/13/2019<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552                | 02/16/17   | 02/22/17    | 30,000   | 100.0890        |         | - 30,026.70  | 30,026.70<br>30,026.70                     |

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| Activity | Description                                                                                                                                              | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | GOLDMAN SACHS GROUP INC<br>SER 10YR CALL 10/23/24 @100 UNSC<br>03.500% DUE 01/23/2025<br>BROKER: US BANCORP INVESTMENTS INC.<br>20-75-079-6814326        | 09/20/17   | 09/22/17    | 35,000   | 101.6280        |         | - 35,569.80 | 35,569.80<br>35,569.80                     |
| Purchase | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>BROKER: BANC/AMERICA SEC. LLC.MONTGOMERY<br>20-75-079-4493552 | 01/20/17   | 01/25/17    | 35,000   | 108.1720        |         | - 37,860.20 | 37,860.20<br>37,860.20                     |
| Purchase | HANNON ARMSTRONG SUSTAIN<br>CONV<br>04.125% DUE 09/01/2022<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912                                        | 08/17/17   | 08/22/17    | 14,000   | 99.5000         |         | - 13,930.00 | 13,930.00<br>13,930.00                     |
| Purchase | HELIIX ENERGY SOLUTIONS<br>CONV<br>04.250% DUE 05/01/2022<br>BROKER: RAYMOND JAMES & ASSOCIATES INC.<br>20-75-079-3620912                                | 12/14/16   | 12/19/16    | 11,000   | 112.9580        |         | - 12,425.38 | 12,425.38<br>12,425.38                     |
| Purchase | HERBALIFE LTD<br>CONV<br>02.000% DUE 08/15/2019<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912                                                   | 07/07/17   | 07/12/17    | 16,000   | 105.3860        |         | - 16,861.76 | 16,861.76<br>16,861.76                     |
| Purchase | ILLUMINA INC.<br>CONV<br>00.500% DUE 06/15/2021<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                                                      | 05/08/17   | 05/11/17    | 14,000   | 108.9011        |         | - 15,246.15 | 15,246.15<br>15,246.15                     |
| Purchase | INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                                         | 11/09/16   | 11/15/16    | 4,000    | 206.6518        |         | - 8,266.07  | 8,266.07<br>8,266.07                       |

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|----------|-------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | INPHI CORP<br>CONV<br>01.125% DUE 12/01/2020<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                   | 12/22/16   | 12/28/16    | 12,000   | 135.8125        |         | - 16,297.50 | 16,297.50<br>16,297.50                     |
| Purchase | INTEGRATED DEVICE TECHNOLOGY<br>CONV<br>00.875% DUE 11/15/2022<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912 | 11/17/16   | 11/22/16    | 16,000   | 104.7780        |         | - 16,764.48 | 16,764.48<br>16,764.48                     |
| Purchase | INTEL CORP CONV 12/15/35<br>JR SUBORDINATED<br>02.950% DUE 12/15/2035<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912    | 01/24/17   | 01/27/17    | 15,000   | 137.7500        |         | - 20,662.50 | 20,662.50<br>20,662.50                     |
| Purchase | IBM CORP<br>UNSC<br>03.625% DUE 02/12/2024<br>BROKER: BONY/T D SECURITIES INC<br>20-75-079-6814326                      | 09/06/17   | 09/08/17    | 45,000   | 105.4160        |         | - 47,437.20 | 47,437.20<br>47,437.20                     |
| Purchase | IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912               | 11/10/16   | 11/16/16    | 18,000   | 122.6876        |         | - 22,083.77 | 22,083.77<br>22,083.77                     |
| Purchase | IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912    | 03/02/17   | 03/07/17    | 7,000    | 126.5959        |         | - 8,861.71  | 8,861.71<br>8,861.71                       |
| Purchase | ISIS PHARMACEUTICALS INC<br>CONV<br>01.000% DUE 11/15/2021<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-3620912         | 12/05/16   | 12/08/16    | 13,000   | 100.5695        |         | - 13,074.04 | 13,074.04<br>13,074.04                     |

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|----------|-----------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | ISIS PHARMACEUTICALS INC<br>CONV<br>01.000% DUE 11/15/2021<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912       | 03/02/17   | 03/07/17    | 9,000    | 110.1596        |         | - 9,914.36  | 9,914.36<br>9,914.36                       |
| Purchase | ISIS PHARMACEUTICALS INC<br>CONV<br>01.000% DUE 11/15/2021<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912   | 07/24/17   | 07/27/17    | 8,000    | 114.4318        |         | - 9,154.54  | 9,154.54<br>9,154.54                       |
| Purchase | JDS UNIPHASE CORP<br>CONV<br>00.625% DUE 08/15/2033<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912            | 12/15/16   | 12/20/16    | 14,000   | 104.4074        |         | - 14,617.04 | 14,617.04<br>14,617.04                     |
| Purchase | JDS UNIPHASE CORP<br>CONV<br>00.625% DUE 08/15/2033<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912               | 12/19/16   | 12/22/16    | 7,000    | 104.1250        |         | - 7,288.75  | 7,288.75<br>7,288.75                       |
| Purchase | JPMORGAN CHASE & CO<br>SUB<br>03.875% DUE 09/10/2024<br>BROKER: NATIONAL FINANCIAL SERVICES CORP<br>20-75-079-6814326 | 09/14/17   | 09/18/17    | 50,000   | 104.2840        |         | - 52,142.00 | 52,142.00<br>52,142.00                     |
| Purchase | JAZZ INVTSL LTD<br>CONV<br>01.875% DUE 08/15/2021<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                      | 05/10/17   | 05/15/17    | 9,000    | 110.0625        |         | - 9,905.63  | 9,905.63<br>9,905.63                       |
| Purchase | KB HOME<br>CONV<br>01.375% DUE 02/01/2019<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                              | 06/29/17   | 07/05/17    | 20,000   | 107.6250        |         | - 21,525.00 | 21,525.00<br>21,525.00                     |

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|----------|------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | LINCOLN NATIONAL CORP<br>SR UNSEC<br>06.250% DUE 02/15/2020<br>BROKER: CLEARVIEW CORRESPONDENT SERVICES<br>20-75-079-6814326             | 07/21/17   | 07/26/17    | 100,000  | 109.9540        |         | - 109,954.00 | 109,954.00<br>109,954.00                   |
| Purchase | LIVE NATION ENTERTAINMENT<br>CONV<br>02.500% DUE 05/15/2019<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                          | 10/05/16   | 10/11/16    | 19,000   | 109.6185        |         | - 20,827.52  | 20,827.52<br>20,827.52                     |
| Purchase | MACQUARIE INFRASTRUCTURE<br>CONV<br>02.875% DUE 07/15/2019<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912                        | 10/06/16   | 10/12/16    | 6,000    | 116.2500        |         | - 6,975.00   | 6,975.00<br>6,975.00                       |
| Purchase | MEDTRONIC GLOBAL HLDINGS<br>SEDOL ISIN US58507LAC37<br>03.350% DUE 04/01/2027<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552 | 03/21/17   | 03/28/17    | 25,000   | 100.0000        |         | - 25,000.00  | 25,000.00<br>25,000.00                     |
| Purchase | MICROSOFT CORP<br>CALL 08/03/2020 @ 100.000 UNSC<br>03.125% DUE 11/03/2025<br>BROKER: US BANCORP INVESTMENTS INC.<br>20-75-079-6814326   | 07/26/17   | 07/31/17    | 20,000   | 102.5690        |         | - 20,513.80  | 20,513.80<br>20,513.80                     |
| Purchase | MICROSOFT CORP<br>CALL 08/03/2020 @ 100.000 UNSC<br>03.125% DUE 11/03/2025<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326    | 07/26/17   | 07/31/17    | 15,000   | 102.4730        |         | - 15,370.95  | 15,370.95<br>15,370.95                     |
| Purchase | MICRON TECHNOLOGY INC<br>CONV SER G<br>03.000% DUE 11/15/2043<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                  | 01/26/17   | 01/31/17    | 15,000   | 102.1922        |         | - 15,328.83  | 15,328.83<br>15,328.83                     |

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|----------|------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | MICRON TECHNOLOGY INC<br>CONV SER G<br>03.000% DUE 11/15/2043<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912 | 05/10/17   | 05/15/17    | 7,000    | 113.1000        |         | - 7,917.00   | 7,917.00<br>7,917.00                       |
| Purchase | MOLINA HEALTHCARE INC<br>CONV<br>01.625% DUE 08/15/2044<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                 | 01/20/17   | 01/25/17    | 9,000    | 120.1145        |         | - 10,810.31  | 10,810.31<br>10,810.31                     |
| Purchase | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>BROKER: CREDIT SUISSE FIRST BOSTON LLC<br>20-75-079-4493552        | 01/12/17   | 01/18/17    | 25,000   | 100.4900        |         | - 25,122.50  | 25,122.50<br>25,122.50                     |
| Purchase | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552            | 01/11/17   | 01/17/17    | 25,000   | 98.6370         |         | - 24,659.25  | 24,659.25<br>24,659.25                     |
| Purchase | MORGAN STANLEY<br>NOTES<br>05.500% DUE 01/26/2020<br>BROKER: MORGAN STANLEY DW INC<br>20-75-079-6814326                | 08/18/17   | 08/23/17    | 100,000  | 107.9580        |         | - 107,958.00 | 107,958.00<br>107,958.00                   |
| Purchase | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552                 | 01/10/17   | 01/13/17    | 15,000   | 103.0910        |         | - 15,463.65  | 15,463.65<br>15,463.65                     |
| Purchase | MORGAN STANLEY<br>UNSC<br>03.700% DUE 10/23/2024<br>BROKER: JANNEY MONTGOMERY, SCOTT<br>20-75-079-6814326              | 08/29/17   | 09/01/17    | 80,000   | 104.2200        |         | - 83,376.00  | 83,376.00<br>83,376.00                     |



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|----------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | NATIONAL RURAL UTILITIES<br>NTS SERIES MTNC<br>08.000% DUE 03/01/2032<br>BROKER: MILLENNIUM ADVISORS, LLC<br>20-75-079-6814326                       | 09/27/17   | 09/29/17    | 65,000   | 147.8660        |         | - 96,112.90  | 96,112.90<br>96,112.90                     |
| Purchase | NATIONAL RURAL UTIL COOP<br>CALL 12/27/2019 @ 100.000 CLTL<br>02.000% DUE 01/27/2020<br>BROKER: FIRST TENNESSEE SECURITIES CORP<br>20-75-079-6814326 | 08/18/17   | 08/23/17    | 50,000   | 100.3080        |         | - 50,154.00  | 50,154.00<br>50,154.00                     |
| Purchase | NAVISTAR INTL CORP<br>CONV<br>04.750% DUE 04/15/2019<br>BROKER: OPPENHEIMER & CO. INC<br>20-75-079-3620912                                           | 09/26/17   | 09/28/17    | 10,000   | 108.3330        |         | - 10,833.30  | 10,833.30<br>10,833.30                     |
| Purchase | NAVISTAR INTL CORP<br>CONV<br>04.750% DUE 04/15/2019<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                                  | 09/27/17   | 09/29/17    | 10,000   | 109.3750        |         | - 10,937.50  | 10,937.50<br>10,937.50                     |
| Purchase | NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>BROKER: OPPENHEIMER & CO. INC<br>20-75-079-3620912                                | 10/20/16   | 10/25/16    | 14,000   | 107.9800        |         | - 15,117.20  | 15,117.20<br>15,117.20                     |
| Purchase | NUANCE COMMUNICATIONS<br>CONV<br>01.500% DUE 11/01/2035<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                               | 05/10/17   | 05/15/17    | 9,000    | 109.5500        |         | - 9,859.50   | 9,859.50<br>9,859.50                       |
| Purchase | NUCOR CORP<br>NOTES<br>05.850% DUE 06/01/2018<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326                                             | 07/05/17   | 07/10/17    | 100,000  | 103.6300        |         | - 103,630.00 | 103,630.00<br>103,630.00                   |

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|----------|-------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | NUVASIVE INC<br>CONV<br>02.250% DUE 03/15/2021<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                             | 03/17/17   | 03/22/17    | 23,000   | 136.9500        |         | - 31,498.50 | 31,498.50<br>31,498.50                     |
| Purchase | OASIS PETROLEUM INC<br>CONV<br>02.625% DUE 09/15/2023<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912                              | 11/17/16   | 11/22/16    | 11,000   | 122.8513        |         | - 13,513.64 | 13,513.64<br>13,513.64                     |
| Purchase | OMNICOM GROUP INC<br>CALL 08/01/2024 @ 100.000 COGT<br>03.650% DUE 11/01/2024<br>BROKER: US BANCORP INVESTMENTS INC.<br>20-75-079-6814326 | 08/09/17   | 08/14/17    | 50,000   | 103.2320        |         | - 51,616.00 | 51,616.00<br>51,616.00                     |
| Purchase | ON SEMICONDUCTOR CORP<br>CONV<br>01.000% DUE 12/01/2020<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                    | 12/01/16   | 12/06/16    | 23,000   | 98.7018         |         | - 22,701.41 | 22,701.41<br>22,701.41                     |
| Purchase | PDC ENERGY INC<br>CONV<br>01.125% DUE 09/15/2021<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912                                     | 11/15/16   | 11/18/16    | 15,000   | 105.1618        |         | - 15,774.27 | 15,774.27<br>15,774.27                     |
| Purchase | PHILIP MORRIS INTL INC<br>UNSC<br>03.250% DUE 11/10/2024<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326                       | 08/30/17   | 09/05/17    | 30,000   | 102.6890        |         | - 30,806.70 | 30,806.70<br>30,806.70                     |
| Purchase | PRICELINE GROUP INC/THE<br>CONV<br>00.900% DUE 09/15/2021<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                        | 05/08/17   | 05/11/17    | 26,000   | 115.8125        |         | - 30,111.25 | 30,111.25<br>30,111.25                     |

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|----------|------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | PRICELINE GROUP INC/THE CONV<br>00.900% DUE 09/15/2021<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                    | 08/08/17   | 08/11/17    | 23,000   | 120.8304        |         | - 27,790.99  | 27,790.99<br>27,790.99                     |
| Purchase | PRIMERICA INC<br>SR UNSEC<br>04.750% DUE 07/15/2022<br>BROKER: PIERPONT SECURITIES LLC<br>20-75-079-6814326                        | 07/20/17   | 07/25/17    | 110,000  | 108.4600        |         | - 119,306.00 | 119,306.00<br>119,306.00                   |
| Purchase | PROOFPOINT INC<br>CONV<br>00.750% DUE 06/15/2020<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                    | 06/01/17   | 06/06/17    | 9,000    | 125.0625        |         | - 11,255.63  | 11,255.63<br>11,255.63                     |
| Purchase | PROVIDENT COS INC<br>SR NT<br>07.250% DUE 03/15/2028<br>BROKER: PIERPONT SECURITIES LLC<br>20-75-079-6814326                       | 08/23/17   | 08/28/17    | 40,000   | 128.0290        |         | - 51,211.60  | 51,211.60<br>51,211.60                     |
| Purchase | QUIDEL CORP<br>CONV<br>03.250% DUE 12/15/2020<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4493552                     | 06/29/17   | 07/05/17    | 13,000   | 111.7759        |         | - 14,530.87  | 14,530.87<br>14,530.87                     |
| Purchase | REALTY INCOME CORP<br>SR UNSEC CALL 07/15/22 @100<br>03.250% DUE 10/15/2022<br>BROKER: WELLS FARGO SECURITIES<br>20-75-079-4493552 | 03/14/17   | 03/17/17    | 25,000   | 100.4980        |         | - 25,124.50  | 25,124.50<br>25,124.50                     |
| Purchase | ROYAL GOLD INC<br>SR UNSEC CONV<br>02.875% DUE 06/15/2019<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                           | 08/25/17   | 08/30/17    | 22,000   | 111.8750        |         | - 24,612.50  | 24,612.50<br>24,612.50                     |

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|----------|------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | RYDER SYSTEM INC<br>CALL 01/26/19 @ 100 SER MTN<br>02.350% DUE 02/26/2019<br>BROKER: STIFEL NICOLAUS & CO INC<br>20-75-079-6814326 | 07/19/17   | 07/24/17    | 100,000  | 100.7300        |         | - 100,730.00 | 100,730.00<br>100,730.00                   |
| Purchase | SM ENERGY CO<br>CONV<br>01.500% DUE 07/01/2021<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912                                | 12/01/16   | 12/06/16    | 13,000   | 127.3192        |         | - 16,551.50  | 16,551.50<br>16,551.50                     |
| Purchase | SEMPRA ENERGY<br>CALL 03/15/2027 UNSC<br>03.250% DUE 06/15/2027<br>BROKER: JEFFERIES & CO<br>20-75-079-6814326                     | 08/21/17   | 08/24/17    | 50,000   | 99.7460         |         | - 49,873.00  | 49,873.00<br>49,873.00                     |
| Purchase | SHERWIN-WILLIAMS CO<br>CALL 05/01/2022 UNSC<br>02.750% DUE 06/01/2022<br>BROKER: GOLDMAN, SACHS & CO.<br>20-75-079-4493552         | 05/03/17   | 05/16/17    | 15,000   | 100.1620        |         | - 15,024.30  | 15,024.30<br>15,024.30                     |
| Purchase | SOUTHWESTERN PUB SVC CO<br>SR UNSEC<br>08.750% DUE 12/01/2018<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-6814326           | 08/18/17   | 08/23/17    | 15,000   | 108.5000        |         | - 16,275.00  | 16,275.00<br>16,275.00                     |
| Purchase | SPECTRANETICS CORP<br>CONV<br>02.625% DUE 06/01/2034<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912                     | 03/16/17   | 03/21/17    | 5,000    | 113.6381        |         | - 5,681.91   | 5,681.91<br>5,681.91                       |
| Purchase | SPECTRANETICS CORP<br>CONV<br>02.625% DUE 06/01/2034<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                      | 03/17/17   | 03/22/17    | 5,000    | 114.4146        |         | - 5,720.73   | 5,720.73<br>5,720.73                       |

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**Corporate debt**

| Activity | Description                                                                                                                                  | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | STANLEY BLACK & DECKER I<br>SUB<br>02.451% DUE 11/17/2018<br>BROKER: NATIONAL FINANCIAL SERVICES CORP<br>20-75-079-6814326                   | 07/05/17   | 07/10/17    | 25,000   | 100.9320        |         | - 25,233.00  | 25,233.00<br>25,233.00                     |
| Purchase | STRYKER CORP<br>UNSC<br>02.000% DUE 03/08/2019<br>BROKER: TRIBAL CAPITAL MARKETS LLC<br>20-75-079-6814326                                    | 08/21/17   | 08/24/17    | 90,000   | 100.3900        |         | - 90,351.00  | 90,351.00<br>90,351.00                     |
| Purchase | TESLA MOTORS INC<br>CONV<br>01.250% DUE 03/01/2021<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                                            | 02/14/17   | 02/17/17    | 22,000   | 101.9000        |         | - 22,418.00  | 22,418.00<br>22,418.00                     |
| Purchase | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-4493552       | 11/08/16   | 11/14/16    | 40,000   | 97.9450         |         | - 39,178.00  | 39,178.00<br>39,178.00                     |
| Purchase | TORCHMARK CORP<br>SR UNSEC<br>09.250% DUE 06/15/2019<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-6814326                                | 07/19/17   | 07/24/17    | 100,000  | 113.4170        |         | - 113,417.00 | 113,417.00<br>113,417.00                   |
| Purchase | TOSCO CORP<br>NTS<br>08.125% 02/15/2030<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-6814326                                             | 07/17/17   | 07/20/17    | 75,000   | 139.4640        |         | - 104,598.00 | 104,598.00<br>104,598.00                   |
| Purchase | TRINITY INDUSTRIES INC<br>SUB NT CONV CALL 06/01/18@ 100<br>03.875% DUE 06/01/2036<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912 | 11/30/16   | 12/05/16    | 8,000    | 127.9745        |         | - 10,237.96  | 10,237.96<br>10,237.96                     |

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| Activity | Description                                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | TWO HARBORS INV CORP<br>CONV<br>06.250% DUE 01/15/2022<br>BROKER: DEUTSCHE MORG GRENELL<br>20-75-079-3620912                     | 06/20/17   | 06/23/17    | 18,000   | 107.1804        |         | - 19,292.47 | 19,292.47<br>19,292.47                     |
| Purchase | TYSON FOODS INC<br>CALL 03/02/2027 UNSC<br>03.550% DUE 06/02/2027<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4493552     | 05/23/17   | 06/02/17    | 15,000   | 99.8330         |         | - 14,974.95 | 14,974.95<br>14,974.95                     |
| Purchase | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>BROKER: RBC CAP MKTS CORP<br>20-75-079-4493552 | 10/11/16   | 10/14/16    | 20,000   | 99.0410         |         | - 19,808.20 | 19,808.20<br>19,808.20                     |
| Purchase | VERISIGN INC<br>JR SUB<br>03.250% DUE 08/15/2037<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912                        | 07/07/17   | 07/12/17    | 6,000    | 278.4209        |         | - 16,705.25 | 16,705.25<br>16,705.25                     |
| Purchase | VISHAY INTERTECHNOLOGY<br>CONV<br>02.250% DUE 11/15/2040<br>BROKER: WELLS FARGO SECS LLC<br>20-75-079-3620912                    | 01/05/17   | 01/10/17    | 9,000    | 128.8126        |         | - 11,593.13 | 11,593.13<br>11,593.13                     |
| Purchase | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>BROKER: HSBC SECURITIES<br>20-75-079-4493552                             | 11/08/16   | 11/14/16    | 25,000   | 100.0060        |         | - 25,001.50 | 25,001.50<br>25,001.50                     |
| Purchase | WASTE MANAGEMENT INC<br>COGT<br>07.750% DUE 05/15/2032<br>BROKER: KEYBANC CAPITAL MARKETS INC<br>20-75-079-6814326               | 09/06/17   | 09/08/17    | 25,000   | 147.1540        |         | - 36,788.50 | 36,788.50<br>36,788.50                     |

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| Activity | Description                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | WEATHERFORD BERMUDA CONV<br>05.875% DUE 07/01/2021<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912        | 01/09/17   | 01/12/17    | 24,000   | 119.2339        |         | - 28,616.14  | 28,616.14<br>28,616.14                     |
| Purchase | WELLPOINT INC CONV<br>02.750% DUE 10/15/2042<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912                      | 01/20/17   | 01/25/17    | 2,000    | 207.1480        |         | - 4,142.96   | 4,142.96<br>4,142.96                       |
| Purchase | WELLS FARGO & COMPANY SER M SUBR<br>03.450% DUE 02/13/2023<br>BROKER: JEFFERIES & CO<br>20-75-079-6814326        | 07/05/17   | 07/10/17    | 100,000  | 102.4130        |         | - 102,413.00 | 102,413.00<br>102,413.00                   |
| Purchase | WORKDAY INC CONV<br>00.750% DUE 07/15/2018<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912       | 06/02/17   | 06/07/17    | 13,000   | 128.9500        |         | - 16,763.50  | 16,763.50<br>16,763.50                     |
| Purchase | WRIGHT MEDICAL GROUP INC CONV<br>02.000% DUE 02/15/2020<br>BROKER: JEFFERIES & CO<br>20-75-079-3620912           | 05/23/17   | 05/26/17    | 16,000   | 111.6250        |         | - 17,860.00  | 17,860.00<br>17,860.00                     |
| Purchase | WRIGHT MEDICAL GROUP INC CONV<br>02.000% DUE 02/15/2020<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912 | 07/27/17   | 08/01/17    | 13,000   | 113.3428        |         | - 14,734.56  | 14,734.56<br>14,734.56                     |
| Purchase | YAHOO INC CONV<br>ZERO CPN DUE 12/01/2018<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912               | 04/19/17   | 04/24/17    | 18,000   | 104.6146        |         | - 18,830.63  | 18,830.63<br>18,830.63                     |

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| Activity                    | Description                                                                                            | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash                    | Original value at PNC Value last statement     |
|-----------------------------|--------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------------------|------------------------------------------------|
| Purchase                    | YAHOO INC<br>CONV<br>ZERO CPN DUE 12/01/2018<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912 | 05/10/17   | 05/15/17    | 8,000    | 106.2500        |         | - 8,500.00              | 8,500.00<br>8,500.00                           |
| <b>Total corporate debt</b> |                                                                                                        |            |             |          |                 |         | <b>- \$4,622,154.26</b> | <b>\$4,622,154.26</b><br><b>\$4,622,154.26</b> |

**Corporate stock - preferred**

| Activity | Description                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash          | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|---------------|--------------------------------------------|
| Purchase | BUNGE LTD<br>PFD 4.875% SERIES<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912                   | 11/08/16   | 11/14/16    | 160      | \$103.6740      |         | - \$16,587.84 | \$16,587.84<br>\$16,587.84                 |
| Purchase | AMG CAPITAL TRUST II<br>CONV PFD 05.15% 10/15/37<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912 | 07/06/17   | 07/11/17    | 115      | 60.1000         |         | - 6,911.50    | 6,911.50<br>6,911.50                       |
| Purchase | AMG CAPITAL TRUST II<br>CONV PFD 05.15% 10/15/37<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912 | 08/16/17   | 08/21/17    | 50       | 61.0000         |         | - 3,050.00    | 3,050.00<br>3,050.00                       |
| Purchase | AMERICAN TOWER CORP<br>PFD 05.500% 02/15/2018<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912    | 05/02/17   | 05/05/17    | 240      | 117.7330        |         | - 28,255.92   | 28,255.92<br>28,255.92                     |
| Purchase | AMERICAN TOWER CORP<br>PFD 05.500% 02/15/2018<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912                | 07/20/17   | 07/25/17    | 55       | 123.2500        |         | - 6,778.75    | 6,778.75<br>6,778.75                       |



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**Corporate stock - preferred**

| Activity | Description                                                                                                       | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | ANTHEM INC<br>PFD 05.250% 05/01/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912             | 11/21/16   | 11/25/16    | 245      | 45.6740         |         | - 11,190.13 | 11,190.13<br>11,190.13                     |
| Purchase | ANTHEM INC<br>PFD 05.250% 05/01/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912             | 09/08/17   | 09/12/17    | 230      | 52.4119         |         | - 12,054.74 | 12,054.74<br>12,054.74                     |
| Purchase | BECTON DICKINSON AND CO<br>PFD 06.125% 05/01/2020<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912          | 05/11/17   | 05/16/17    | 255      | 51.9178         |         | - 13,239.04 | 13,239.04<br>13,239.04                     |
| Purchase | BECTON DICKINSON AND CO<br>PFD 06.125% 05/01/2020<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912       | 05/11/17   | 05/16/17    | 235      | 50.0000         |         | - 11,750.00 | 11,750.00<br>11,750.00                     |
| Purchase | BECTON DICKINSON AND CO<br>PFD 06.125% 05/01/2020<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912       | 05/11/17   | 05/16/17    | 280      | 51.9045         |         | - 14,533.26 | 14,533.26<br>14,533.26                     |
| Purchase | BECTON DICKINSON AND CO<br>PFD 06.125% 05/01/2020<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912 | 06/21/17   | 06/26/17    | 195      | 54.2579         |         | - 10,580.29 | 10,580.29<br>10,580.29                     |
| Purchase | BELDEN INC<br>PFD 06.750% 07/15/2019<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912                       | 12/13/16   | 12/16/16    | 165      | 110.4171        |         | - 18,218.82 | 18,218.82<br>18,218.82                     |
| Purchase | CROWN CASTLE INTL CORP<br>PFD 06.875% 08/01/2020<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-3620912       | 07/21/17   | 07/26/17    | 2        | 1,000.0000      |         | - 2,000.00  | 2,000.00<br>2,000.00                       |
| Purchase | CROWN CASTLE INTL CORP<br>PFD 06.875% 08/01/2020<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912              | 07/21/17   | 07/26/17    | 9        | 1,036.5000      |         | - 9,328.50  | 9,328.50<br>9,328.50                       |

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| Activity                                 | Description                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash                  | Original value at PNC Value last statement |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------------------|--------------------------------------------|
| Purchase                                 | CROWN CASTLE INTL CORP<br>PFD 06.875% 08/01/2020<br>BROKER: JP MORGAN SECURITIES INC<br>20-75-079-3620912        | 07/21/17   | 07/26/17    | 7        | 1,039.5000      |         | - 7,276.50            | 7,276.50<br>7,276.50                       |
| Purchase                                 | CROWN CASTLE INTL CORP<br>PFD 06.875% 08/01/2020<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-3620912             | 08/23/17   | 08/28/17    | 12       | 1,097.3787      |         | - 13,168.54           | 13,168.54<br>13,168.54                     |
| Purchase                                 | DTE ENERGY CO<br>PFD 06.500% 10/01/2019<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-3620912         | 06/02/17   | 06/07/17    | 305      | 55.9000         |         | - 17,049.50           | 17,049.50<br>17,049.50                     |
| Purchase                                 | DOMINION RESOURCES INC<br>PFD 06.750% 08/15/2019<br>BROKER: MITSUBISHI UFJ SECURITIES (USA)<br>20-75-079-3620912 | 06/19/17   | 06/22/17    | 490      | 51.6460         |         | - 25,306.54           | 25,306.54<br>25,306.54                     |
| Purchase                                 | KEYCORP<br>CONVERTED 3/20/17<br>SEE 493267108<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912             | 11/14/16   | 11/17/16    | 85       | 136.2500        |         | - 11,581.25           | 11,581.25<br>11,581.25                     |
| Purchase                                 | REXNORD CORP<br>PFD 05.750% 11/15/2019<br>BROKER: DEUTSCHE MORG GRENFELL<br>20-75-079-3620912                    | 03/16/17   | 03/21/17    | 290      | 56.8105         |         | - 16,475.05           | 16,475.05<br>16,475.05                     |
| Purchase                                 | STANLEY BLACK & DECKER I<br>PFD 05.375% 05/15/2020<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912     | 05/12/17   | 05/17/17    | 35       | 100.0000        |         | - 3,500.00            | 3,500.00<br>3,500.00                       |
| Purchase                                 | STANLEY BLACK & DECKER I<br>PFD 05.375% 05/15/2020<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-3620912     | 05/12/17   | 05/17/17    | 105      | 102.7500        |         | - 10,788.75           | 10,788.75<br>10,788.75                     |
| <b>Total corporate stock - preferred</b> |                                                                                                                  |            |             |          |                 |         | <b>- \$269,624.92</b> | <b>\$269,624.92</b><br><b>\$269,624.92</b> |

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| Activity | Description                                                                     | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Purchase | AMERISOURCEBERGEN CORP<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-4768517 | 03/22/17   | 03/27/17    | 75       | \$85.8341       | \$3.75  | - \$6,441.31 | \$6,441.31<br>\$6,441.31                   |
| Purchase | AMERISOURCEBERGEN CORP<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-4768517 | 03/23/17   | 03/28/17    | 150      | 86.2781         | 7.50    | - 12,949.22  | 12,949.22<br>12,949.22                     |
| Purchase | AMERISOURCEBERGEN CORP<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-4768517 | 03/24/17   | 03/29/17    | 75       | 86.4751         | 3.75    | - 6,489.38   | 6,489.38<br>6,489.38                       |
| Purchase | AMERISOURCEBERGEN CORP<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-4768517 | 03/27/17   | 03/30/17    | 75       | 87.0066         | 3.75    | - 6,529.25   | 6,529.25<br>6,529.25                       |
| Purchase | CENTURYLINK INC<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-4768517             | 06/07/17   | 06/12/17    | 50       | 25.6650         | 2.50    | - 1,285.75   | 1,285.75<br>1,285.75                       |
| Purchase | CENTURYLINK INC<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                   | 06/07/17   | 06/12/17    | 150      | 25.7396         | 7.50    | - 3,868.44   | 3,868.44<br>3,868.44                       |
| Purchase | CENTURYLINK INC<br>BROKER: STATE STREET BROKERAGE SVCS<br>20-75-079-4768517     | 06/08/17   | 06/13/17    | 200      | 25.9215         | 3.00    | - 5,187.30   | 5,187.30<br>5,187.30                       |
| Purchase | CENTURYLINK INC<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                   | 06/08/17   | 06/13/17    | 125      | 25.9534         | 6.25    | - 3,250.43   | 3,250.43<br>3,250.43                       |
| Purchase | CENTURYLINK INC<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-4768517       | 06/09/17   | 06/14/17    | 250      | 26.0210         | 12.50   | - 6,517.75   | 6,517.75<br>6,517.75                       |
| Purchase | CENTURYLINK INC<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                   | 06/09/17   | 06/14/17    | 175      | 26.0457         | 8.75    | - 4,566.75   | 4,566.75<br>4,566.75                       |
| Purchase | CENTURYLINK INC<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                   | 06/12/17   | 06/15/17    | 400      | 26.4632         | 20.00   | - 10,605.28  | 10,605.28<br>10,605.28                     |

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| Activity | Description                                                              | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | CENTURYLINK INC<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517            | 06/13/17   | 06/16/17    | 275      | 27.0105         | 13.75   | - 7,441.64  | 7,441.64<br>7,441.64                       |
| Purchase | CENTURYLINK INC<br>BROKER: LIQUIDNET INC<br>20-75-079-4768517            | 06/13/17   | 06/16/17    | 75       | 26.7149         | 1.13    | - 2,004.75  | 2,004.75<br>2,004.75                       |
| Purchase | CENTURYLINK INC<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517            | 06/14/17   | 06/19/17    | 325      | 27.2145         | 16.25   | - 8,860.96  | 8,860.96<br>8,860.96                       |
| Purchase | CERNER CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517               | 11/02/16   | 11/07/16    | 1,100    | 53.8067         | 22.00   | - 59,209.37 | 59,209.37<br>59,209.37                     |
| Purchase | CERNER CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517               | 11/03/16   | 11/08/16    | 400      | 53.0997         | 8.00    | - 21,247.88 | 21,247.88<br>21,247.88                     |
| Purchase | CERNER CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517               | 11/04/16   | 11/09/16    | 225      | 52.8535         | 4.50    | - 11,896.54 | 11,896.54<br>11,896.54                     |
| Purchase | CERNER CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517               | 12/01/16   | 12/06/16    | 250      | 47.9208         | 5.00    | - 11,985.20 | 11,985.20<br>11,985.20                     |
| Purchase | CERNER CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517               | 12/02/16   | 12/07/16    | 250      | 47.9580         | 5.00    | - 11,994.50 | 11,994.50<br>11,994.50                     |
| Purchase | CERNER CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517               | 12/06/16   | 12/09/16    | 150      | 47.5865         | 3.00    | - 7,140.98  | 7,140.98<br>7,140.98                       |
| Purchase | CERNER CORP<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-4768517    | 01/24/17   | 01/27/17    | 75       | 51.1104         | 3.75    | - 3,837.03  | 3,837.03<br>3,837.03                       |
| Purchase | CERNER CORP<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517 | 01/25/17   | 01/30/17    | 75       | 51.8001         | 3.75    | - 3,888.76  | 3,888.76<br>3,888.76                       |

PORT ORANGE FIRE PENSION ROLLUP  
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**Corporate stock - common**

| Activity | Description                                                              | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|--------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | CERNER CORP<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517 | 01/26/17   | 01/31/17    | 150      | 52.3031         | 7.50    | - 7,852.97  | 7,852.97<br>7,852.97                       |
| Purchase | CERNER CORP<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517 | 01/27/17   | 02/01/17    | 100      | 52.7887         | 5.00    | - 5,283.87  | 5,283.87<br>5,283.87                       |
| Purchase | CERNER CORP<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517 | 01/30/17   | 02/02/17    | 100      | 52.7737         | 5.00    | - 5,282.37  | 5,282.37<br>5,282.37                       |
| Purchase | CERNER CORP<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-4768517    | 01/31/17   | 02/03/17    | 75       | 53.3167         | 3.75    | - 4,002.50  | 4,002.50<br>4,002.50                       |
| Purchase | CERNER CORP<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517 | 02/01/17   | 02/06/17    | 50       | 53.5002         | 2.50    | - 2,677.51  | 2,677.51<br>2,677.51                       |
| Purchase | CERNER CORP<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517 | 02/03/17   | 02/08/17    | 175      | 53.1846         | 8.75    | - 9,316.06  | 9,316.06<br>9,316.06                       |
| Purchase | CERNER CORP<br>BROKER: SANFORD C. BERNSTEIN AND CO.<br>20-75-079-4768517 | 02/07/17   | 02/10/17    | 150      | 53.5822         | 7.50    | - 8,044.83  | 8,044.83<br>8,044.83                       |
| Purchase | CERNER CORP<br>BROKER: UBS SECURITIES LLC<br>20-75-079-4768517           | 03/22/17   | 03/27/17    | 250      | 56.4824         | 12.50   | - 14,133.10 | 14,133.10<br>14,133.10                     |
| Purchase | CERNER CORP<br>BROKER: UBS SECURITIES LLC<br>20-75-079-4768517           | 03/23/17   | 03/28/17    | 150      | 56.6408         | 7.50    | - 8,503.62  | 8,503.62<br>8,503.62                       |
| Purchase | CERNER CORP<br>BROKER: CITIGROUP GLOBAL MKTS INC<br>20-75-079-4768517    | 03/24/17   | 03/29/17    | 150      | 57.7681         | 7.50    | - 8,672.72  | 8,672.72<br>8,672.72                       |
| Purchase | CERNER CORP<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-4768517          | 03/27/17   | 03/30/17    | 100      | 59.0680         | 5.00    | - 5,911.80  | 5,911.80<br>5,911.80                       |

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**Corporate stock - common**

| Activity | Description                                                                                 | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|---------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | HONEYWELL INTL INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                              | 10/06/16   | 10/12/16    | 250      | 115.5943        | 5.00    | - 28,903.58 | 28,903.58<br>28,903.58                     |
| Purchase | HONEYWELL INTL INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                              | 10/11/16   | 10/14/16    | 400      | 105.7370        | 8.00    | - 42,302.80 | 42,302.80<br>42,302.80                     |
| Purchase | HONEYWELL INTL INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                              | 10/12/16   | 10/17/16    | 325      | 107.2833        | 6.50    | - 34,873.57 | 34,873.57<br>34,873.57                     |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                      | 02/10/17   | 02/15/17    | 125      | 57.6839         | 2.50    | - 7,212.99  | 7,212.99<br>7,212.99                       |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: LIQUIDNET INC<br>20-75-079-4768517                    | 02/10/17   | 02/15/17    | 200      | 57.6911         | 3.00    | - 11,541.22 | 11,541.22<br>11,541.22                     |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                      | 02/13/17   | 02/16/17    | 200      | 57.9848         | 4.00    | - 11,600.96 | 11,600.96<br>11,600.96                     |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517 | 02/13/17   | 02/16/17    | 75       | 57.9968         | 3.75    | - 4,353.51  | 4,353.51<br>4,353.51                       |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                      | 02/14/17   | 02/17/17    | 175      | 57.8307         | 3.50    | - 10,123.87 | 10,123.87<br>10,123.87                     |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: LIQUIDNET INC<br>20-75-079-4768517                    | 02/15/17   | 02/21/17    | 75       | 57.5251         | 1.13    | - 4,315.51  | 4,315.51<br>4,315.51                       |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: BLAIR, WILLIAM & COMPANY<br>20-75-079-4768517         | 02/15/17   | 02/21/17    | 75       | 57.5589         | 3.75    | - 4,320.67  | 4,320.67<br>4,320.67                       |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                      | 02/16/17   | 02/22/17    | 50       | 57.2938         | 1.00    | - 2,865.69  | 2,865.69<br>2,865.69                       |

*Detail*

**Corporate stock - common**

| Activity | Description                                                                                                 | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|-------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: BLAIR, WILLIAM & COMPANY<br>20-75-079-4768517                         | 02/16/17   | 02/22/17    | 75       | 57.3980         | 3.75    | - 4,308.60  | 4,308.60<br>4,308.60                       |
| Purchase | LEVEL 3 COMMUNICATIONS INC<br>BROKER: MAXIM GROUP<br>20-75-079-4768517                                      | 02/17/17   | 02/23/17    | 175      | 57.2308         | 3.50    | - 10,018.89 | 10,018.89<br>10,018.89                     |
| Purchase | NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>BROKER: JONESTRADING INSTITUTIONAL SERVI<br>20-75-079-4768517 | 03/22/17   | 03/27/17    | 225      | 77.7603         | 4.50    | - 17,500.57 | 17,500.57<br>17,500.57                     |
| Purchase | NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>BROKER: JONESTRADING INSTITUTIONAL SERVI<br>20-75-079-4768517 | 03/23/17   | 03/28/17    | 325      | 77.8563         | 6.50    | - 25,309.80 | 25,309.80<br>25,309.80                     |
| Purchase | NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>BROKER: JONESTRADING INSTITUTIONAL SERVI<br>20-75-079-4768517 | 03/24/17   | 03/29/17    | 375      | 77.9915         | 7.50    | - 29,254.31 | 29,254.31<br>29,254.31                     |
| Purchase | ORACLE CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                                                  | 11/03/16   | 11/08/16    | 850      | 38.2590         | 17.00   | - 32,537.15 | 32,537.15<br>32,537.15                     |
| Purchase | ORACLE CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                                                  | 11/04/16   | 11/09/16    | 850      | 38.3222         | 17.00   | - 32,590.87 | 32,590.87<br>32,590.87                     |
| Purchase | ORACLE CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                                                  | 11/22/16   | 11/28/16    | 500      | 39.9162         | 10.00   | - 19,968.10 | 19,968.10<br>19,968.10                     |
| Purchase | ORACLE CORP<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                                                  | 11/23/16   | 11/29/16    | 950      | 39.9790         | 19.00   | - 37,999.05 | 37,999.05<br>37,999.05                     |
| Purchase | ORACLE CORP<br>BROKER: BROADCORT CAPITAL CORP FIXED INC<br>20-75-079-4768517                                | 11/23/16   | 11/29/16    | 100      | 39.9986         | 5.00    | - 4,004.86  | 4,004.86<br>4,004.86                       |

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**Corporate stock - common**

| Activity | Description                                                                                                    | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | SCHLUMBERGER LTD<br>SEDOL 2779201<br>ISIN AN8068571086<br>BROKER: WOLFE TRAHAN SECURITIES<br>20-75-079-4768517 | 07/25/17   | 07/28/17    | 125      | 67.2534         | 6.25    | - 8,412.93  | 8,412.93<br>8,412.93                       |
| Purchase | SCHLUMBERGER LTD<br>SEDOL 2779201<br>ISIN AN8068571086<br>BROKER: WOLFE TRAHAN SECURITIES<br>20-75-079-4768517 | 07/26/17   | 07/31/17    | 100      | 67.3851         | 5.00    | - 6,743.51  | 6,743.51<br>6,743.51                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                                            | 02/10/17   | 02/15/17    | 250      | 76.5454         | 12.50   | - 19,148.85 | 19,148.85<br>19,148.85                     |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                                            | 02/13/17   | 02/16/17    | 225      | 76.9001         | 11.25   | - 17,313.77 | 17,313.77<br>17,313.77                     |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                                            | 02/14/17   | 02/17/17    | 175      | 77.7273         | 8.75    | - 13,611.03 | 13,611.03<br>13,611.03                     |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517                         | 02/14/17   | 02/17/17    | 75       | 77.8500         | 3.75    | - 5,842.50  | 5,842.50<br>5,842.50                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: CONVERGEX LLC<br>20-75-079-4768517                                            | 02/15/17   | 02/21/17    | 75       | 77.9439         | 3.75    | - 5,849.54  | 5,849.54<br>5,849.54                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517                         | 02/15/17   | 02/21/17    | 225      | 78.2124         | 11.25   | - 17,609.04 | 17,609.04<br>17,609.04                     |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517                         | 02/16/17   | 02/22/17    | 150      | 77.0156         | 7.50    | - 11,559.84 | 11,559.84<br>11,559.84                     |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: BLAIR, WILLIAM & COMPANY<br>20-75-079-4768517                                 | 02/16/17   | 02/22/17    | 75       | 77.2440         | 3.75    | - 5,797.05  | 5,797.05<br>5,797.05                       |



*Detail*

**Corporate stock - common**

| Activity | Description                                                                            | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash        | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------|--------------------------------------------|
| Purchase | TJX COMPANIES INC NEW<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517 | 02/17/17   | 02/23/17    | 125      | 77.0184         | 6.25    | - 9,633.55  | 9,633.55<br>9,633.55                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-4768517         | 04/11/17   | 04/17/17    | 125      | 76.6063         | 6.25    | - 9,582.04  | 9,582.04<br>9,582.04                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-4768517         | 04/12/17   | 04/18/17    | 100      | 76.9396         | 5.00    | - 7,698.96  | 7,698.96<br>7,698.96                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: BLAIR, WILLIAM & COMPANY<br>20-75-079-4768517         | 04/12/17   | 04/18/17    | 100      | 76.9832         | 5.00    | - 7,703.32  | 7,703.32<br>7,703.32                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: INVESTMENT TECHNOLOGY GROUP, INC<br>20-75-079-4768517 | 04/13/17   | 04/19/17    | 50       | 77.0988         | 0.75    | - 3,855.69  | 3,855.69<br>3,855.69                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: BAIRD, ROBERT W & CO INC<br>20-75-079-4768517         | 04/13/17   | 04/19/17    | 125      | 77.0598         | 6.25    | - 9,638.73  | 9,638.73<br>9,638.73                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4768517       | 06/22/17   | 06/27/17    | 300      | 68.8121         | 15.00   | - 20,658.63 | 20,658.63<br>20,658.63                     |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH<br>20-75-079-4768517 | 06/23/17   | 06/28/17    | 250      | 68.7460         | 12.50   | - 17,199.00 | 17,199.00<br>17,199.00                     |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4768517       | 07/25/17   | 07/28/17    | 200      | 68.7459         | 10.00   | - 13,759.18 | 13,759.18<br>13,759.18                     |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: MORGAN STANLEY AND CO, INC<br>20-75-079-4768517       | 07/26/17   | 07/31/17    | 125      | 68.4124         | 6.25    | - 8,557.80  | 8,557.80<br>8,557.80                       |
| Purchase | TJX COMPANIES INC NEW<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-4768517              | 07/27/17   | 08/01/17    | 75       | 69.3206         | 3.75    | - 5,202.80  | 5,202.80<br>5,202.80                       |

PORT ORANGE FIRE PENSION ROLLUP  
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**Corporate stock - common**

| Activity                              | Description                                                                                       | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash                  | Original value at PNC Value last statement |
|---------------------------------------|---------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-----------------------|--------------------------------------------|
| Purchase                              | TJX COMPANIES INC NEW<br>BROKER: BARCLAYS CAPITAL LE<br>20-75-079-4768517                         | 07/28/17   | 08/02/17    | 150      | 69.5574         | 7.50    | - 10,441.11           | 10,441.11<br>10,441.11                     |
| Purchase                              | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: JONESTRADING INSTITUTIONAL SERVI<br>20-75-079-4768517 | 01/26/17   | 01/31/17    | 100      | 40.5133         | 2.00    | - 4,053.33            | 4,053.33<br>4,053.33                       |
| Purchase                              | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                   | 01/27/17   | 02/01/17    | 450      | 40.7332         | 9.00    | - 18,338.94           | 18,338.94<br>18,338.94                     |
| Purchase                              | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                   | 01/30/17   | 02/02/17    | 425      | 40.6019         | 8.50    | - 17,264.31           | 17,264.31<br>17,264.31                     |
| Purchase                              | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                   | 01/31/17   | 02/03/17    | 350      | 41.1177         | 7.00    | - 14,398.20           | 14,398.20<br>14,398.20                     |
| Purchase                              | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                   | 02/01/17   | 02/06/17    | 350      | 41.0901         | 7.00    | - 14,388.54           | 14,388.54<br>14,388.54                     |
| Purchase                              | UNILEVER PLC W/<br>SPONSORED ADR<br>BROKER: JEFFERIES & CO<br>20-75-079-4768517                   | 02/02/17   | 02/07/17    | 275      | 41.2064         | 5.50    | - 11,337.26           | 11,337.26<br>11,337.26                     |
| <b>Total corporate stock - common</b> |                                                                                                   |            |             |          |                 |         | <b>- \$988,385.84</b> | <b>\$988,385.84<br/>\$988,385.84</b>       |

*Detail*

**Registered investment companies**

| Activity                  | Description                                                                                                                                       | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash         | Original value at PNC Value last statement |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|--------------|--------------------------------------------|
| Dividend                  | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>PURC 24.692 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 09/30/16<br>20-75-079-4493586                  | 09/30/16   | 10/04/16    | 24.692   | \$74.2617       |         | - \$1,833.67 | \$1,833.67<br>\$1,833.67                   |
| Capital gain distribution | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>PURC 31.367 SHS THRU REINV OF SHORT<br>TERM CAP GAIN DUE 12/08/16 @ \$ 64.7100<br>20-75-079-4493586 | 12/08/16   | 12/12/16    | 31.367   | 64.7107         |         | - 2,029.78   | 2,029.78<br>2,029.78                       |
| Capital gain distribution | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>PURC 303.586 SHS THRU REINVSTMT<br>OF CAP GAIN PAYABLE 12/08/16 @ 64.7100<br>20-75-079-4493586      | 12/08/16   | 12/12/16    | 303.586  | 64.7101         |         | - 19,645.07  | 19,645.07<br>19,645.07                     |
| Dividend                  | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>PURC 46.530 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 12/08/16<br>20-75-079-4493586                  | 12/08/16   | 12/12/16    | 46.530   | 64.7105         |         | - 3,010.98   | 3,010.98<br>3,010.98                       |
| Dividend                  | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>PURC 35.370 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 03/31/17<br>20-75-079-4493586                  | 03/31/17   | 04/04/17    | 35.370   | 66.0916         |         | - 2,337.66   | 2,337.66<br>2,337.66                       |
| Capital gain distribution | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>PURC 59.024 SHS THRU REINVSTMT<br>OF CAP GAIN PAYABLE 06/30/17 @ 66.4900<br>20-75-079-4493586       | 06/30/17   | 07/05/17    | 59.024   | 66.4909         |         | - 3,924.56   | 3,924.56<br>3,924.56                       |
| Dividend                  | COHEN & STEERS RLTY SHS INC<br>FUND # 1262<br>PURC 28.746 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 06/30/17<br>20-75-079-4493586                  | 06/30/17   | 07/05/17    | 28.746   | 66.4917         |         | - 1,911.37   | 1,911.37<br>1,911.37                       |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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**Registered investment companies**

| Activity                  | Description                                                                                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash       | Original value at PNC Value last statement |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|------------|--------------------------------------------|
| Dividend                  | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>PURC 55.082 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 12/19/16<br>20-75-079-4493586                | 12/19/16   | 12/29/16    | 55.082   | 41.0201         |         | - 2,259.47 | 2,259.47<br>2,259.47                       |
| Capital gain distribution | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>PURC 61.949 SHS THRU REINVESTMENT<br>OF CAP GAIN PAYABLE 12/19/16 @ 41.0200<br>20-75-079-4493586  | 12/19/16   | 12/29/16    | 61.949   | 41.0200         |         | - 2,541.15 | 2,541.15<br>2,541.15                       |
| Dividend                  | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>PURC 9.313 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 03/06/17<br>20-75-079-4493586                 | 03/06/17   | 03/06/17    | 9.313    | 41.9908         |         | - 391.06   | 391.06<br>391.06                           |
| Dividend                  | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>PURC 16.664 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 06/05/17<br>20-75-079-4493586                | 06/05/17   | 06/05/17    | 16.664   | 42.2324         |         | - 703.76   | 703.76<br>703.76                           |
| Dividend                  | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>PURC 28.938 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 09/11/17<br>20-75-079-4493586                | 09/11/17   | 09/12/17    | 28.938   | 42.4100         |         | - 1,227.26 | 1,227.26<br>1,227.26                       |
| Capital gain distribution | FIDELITY EQUITY INCOME FUND<br>REAL ESTATE INVESTMENT PORTFOLIO<br>FD #0303<br>PURC 100.270 SHS THRU REINVESTMENT<br>OF CAP GAIN PAYABLE 09/11/17 @ 42.4100<br>20-75-079-4493586 | 09/11/17   | 09/12/17    | 100.270  | 42.4101         |         | - 4,252.46 | 4,252.46<br>4,252.46                       |

*Detail*

**Registered investment companies**

| Activity                                     | Description                                                                                                            | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash                    | Original value at PNC Value last statement     |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|-------------------------|------------------------------------------------|
| Dividend                                     | VANGUARD REIT INDX #5123<br>ADM<br>PURC 125.788 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 12/22/16<br>20-75-079-4493586 | 12/22/16   | 12/23/16    | 125.788  | 114.4306        |         | - 14,394.00             | 14,394.00<br>14,394.00                         |
| Dividend                                     | VANGUARD REIT INDX #5123<br>ADM<br>PURC 44.671 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 03/22/17<br>20-75-079-4493586  | 03/22/17   | 03/22/17    | 44.671   | 115.3704        |         | - 5,153.71              | 5,153.71<br>5,153.71                           |
| Dividend                                     | VANGUARD REIT INDX #5123<br>ADM<br>PURC 58.914 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 06/23/17<br>20-75-079-4493586  | 06/23/17   | 06/23/17    | 58.914   | 118.7799        |         | - 6,997.80              | 6,997.80<br>6,997.80                           |
| Dividend                                     | VANGUARD REIT INDX #5123<br>ADM<br>PURC 63.999 SHS THRU REINVEST<br>OF DIVIDEND PAYABLE 09/22/17<br>20-75-079-4493586  | 09/22/17   | 09/22/17    | 63.999   | 117.6815        |         | - 7,531.50              | 7,531.50<br>7,531.50                           |
| Purchase                                     | VANGUARD TOTAL BOND MARKET<br>ETF<br>BROKER: INSTINET<br>20-75-079-6791477                                             | 03/01/17   | 03/06/17    | 28,300   | 80.7646         | 566.00  | - 2,286,204.18          | 2,286,204.18<br>2,286,204.18                   |
| Purchase                                     | VANGUARD TOTAL BOND MARKET<br>ETF<br>BROKER: SIDCO/ITG INC.<br>20-75-079-6791477                                       | 03/02/17   | 03/07/17    | 160      | 80.5791         | 3.20    | - 12,895.86             | 12,895.86<br>12,895.86                         |
| <b>Total registered investment companies</b> |                                                                                                                        |            |             |          |                 |         | <b>- \$2,379,245.30</b> | <b>\$2,379,245.30</b><br><b>\$2,379,245.30</b> |

*Detail*

**Other assets**

| Activity | Description                                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash          | Original value at PNC Value last statement |
|----------|----------------------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|---------------|--------------------------------------------|
| Purchase | MET GOVT NASHVILLE & DAVID VANDERBILT REV CALL 04/01/26@100 04.053% DUE 07/01/2026<br>BROKER: RAYMOND JAMES/FI 20-75-079-6814326 | 09/26/17   | 09/28/17    | 50,000   | \$ 104.7070     |         | - \$52,353.50 | \$52,353.50<br>\$52,353.50                 |

**Prior period pending purchases**

| Activity | Description                                                                                                      | Trade date | Settle date | Quantity | Amount per unit | Charges | Cash           | Original value at PNC Value last statement |
|----------|------------------------------------------------------------------------------------------------------------------|------------|-------------|----------|-----------------|---------|----------------|--------------------------------------------|
| Purchase | MEDIDATA SOLUTIONS INC CONV 01.000% DUE 08/01/2018<br>BROKER: MERRILL LYNCH PIERC FENN & SMITH 20-75-079-3620912 | 09/28/16   | 10/03/16    | 13,000   | \$ 118.3253     |         | - \$ 15,382.29 |                                            |

|                        |  |  |  |  |  |  |                          |                                                  |
|------------------------|--|--|--|--|--|--|--------------------------|--------------------------------------------------|
| <b>Total purchases</b> |  |  |  |  |  |  | <b>- \$14,271,175.06</b> | <b>\$14,255,792.77</b><br><b>\$14,255,792.77</b> |
|------------------------|--|--|--|--|--|--|--------------------------|--------------------------------------------------|

**Fees**

**Professional fees**

| Activity      | Description                                                                              | Post date | Quantity | Amount per unit | Cash         | Original value at PNC Value last statement |
|---------------|------------------------------------------------------------------------------------------|-----------|----------|-----------------|--------------|--------------------------------------------|
| Attorney fees | CHRISTIANSEN & DEHNER, P.A. PROFESSIONAL LEGAL SERVICES INVOICE #29551 20-75-079-4493552 | 10/12/16  |          |                 | - \$1,306.63 |                                            |
| Attorney fees | CHRISTIANSEN & DEHNER, P.A. PROFESSIONAL LEGAL SERVICES INVOICE #29804 20-75-079-4493552 | 12/19/16  |          |                 | - 1,145.84   |                                            |
| Attorney fees | CHRISTIANSEN & DEHNER, P.A. PROFESSIONAL LEGAL SERVICES INVOICE #29804 20-75-079-4493552 | 03/21/17  |          |                 | - 163.60     |                                            |

*Detail*

**Professional fees**

| Activity                       | Description                                                                                                     | Post date | Quantity | Amount per unit | Cash                 | Original value at PNC Value last statement |
|--------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|----------------------|--------------------------------------------|
| Attorney fees                  | CHRISTIANSEN & DEHNER, P.A.<br>PROFESSIONAL SERVICES<br>INVOICE #30226<br>20-75-079-4493552                     | 04/17/17  |          |                 | - 2,033.19           |                                            |
| Actuarial fees                 | FOSTER & FOSTER, INC<br>ACTUARIAL SERVICES<br>INVOICE #10163 DATED 3/15/17<br>20-75-079-4493552                 | 04/18/17  |          |                 | - 16,848.00          |                                            |
| Actuarial fees                 | FOSTER & FOSTER, INC<br>INVOICE #10355 DATED 4/26/17<br>20-75-079-4493552                                       | 05/05/17  |          |                 | - 4,365.00           |                                            |
| Attorney fees                  | CHRISTIANSEN & DEHNER, P.A.<br>PROFESSIONAL SERVICES<br>INVOICE #30501<br>20-75-079-4493552                     | 05/23/17  |          |                 | - 1,207.20           |                                            |
| Attorney fees                  | CHRISTIANSEN & DEHNER, P.A.<br>PROFESSIONAL LEGAL SERVICES<br>INVOICE #30640 DATED 5/31/17<br>20-75-079-4493552 | 06/07/17  |          |                 | - 1,724.54           |                                            |
| Attorney fees                  | CHRISTIANSEN & DEHNER, P.A.<br>PROFESSIONAL SERVICES<br>INVOICE #30820 DATED 6/30/17<br>20-75-079-4493552       | 07/19/17  |          |                 | - 592.08             |                                            |
| Attorney fees                  | CHRISTIANSEN & DEHNER, P.A.<br>PROFESSIONAL SERVICES<br>INVOICE #30973<br>20-75-079-4493552                     | 08/31/17  |          |                 | - 768.00             |                                            |
| Actuarial fees                 | FOSTER & FOSTER, INC<br>BENEFIT CALCULATIONS ENDICOTT (2)<br>INVOICE #10955 DATED 8/14/17<br>20-75-079-4493552  | 08/31/17  |          |                 | - 5,509.00           |                                            |
| <b>Total professional fees</b> |                                                                                                                 |           |          |                 | <b>- \$35,663.08</b> |                                            |

*Detail*
**Investment advisory fees**

| Activity               | Description                                                                                                          | Post date | Quantity | Amount per unit | Cash         | Original value at PNC Value last statement |
|------------------------|----------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|--------------|--------------------------------------------|
| Investment advisor fee | SSI INVESTMENT MANAGEMENT<br>MANAGEMENT FEES FOR PERIOD<br>7/1/16 TO 9/30/16 - INV #002016-0434<br>20-75-079-4493552 | 10/27/16  |          |                 | - \$5,317.00 |                                            |
| Investment advisor fee | BCA, INC.<br>PERFORMANCE MONITORING SERVICES<br>3RD QUARTER - INV #16-307<br>20-75-079-4493552                       | 10/27/16  |          |                 | - 12,434.66  |                                            |
| Investment advisor fee | FIDUCIARY MANAGEMENT, INC.<br>MANAGEMENT FEES FOR QUARTER<br>ENDING 9/30/16<br>20-75-079-4493552                     | 10/27/16  |          |                 | - 10,430.00  |                                            |
| Investment advisor fee | SSI INVESTMENT MANAGEMENT<br>INVESTMENT MANAGEMENT FEES<br>12/31/16 (INVOICE #002017-0059)<br>20-75-079-4493552      | 02/09/17  |          |                 | - 5,322.00   |                                            |
| Investment advisor fee | BCA, INC.<br>PERFORMANCE MONITORING SERVICES<br>4TH QTR 2016<br>20-75-079-4493552                                    | 02/09/17  |          |                 | - 12,524.20  |                                            |
| Investment advisor fee | FIDUCIARY MANAGEMENT, INC.<br>MANAGEMENT FEES FOR QUARTER<br>ENDING 12/31/16<br>20-75-079-4493552                    | 02/16/17  |          |                 | - 10,951.00  |                                            |
| Investment advisor fee | BURGESS CHAMBERS & ASSOCIATES<br>FIRST QUARTER 2017<br>INVOICE #17-126 DATED 4/17/17<br>20-75-079-4493552            | 05/05/17  |          |                 | - 12,944.82  |                                            |
| Investment advisor fee | FIDUCIARY MANAGEMENT, INC.<br>FOR PERIOD 1/1/17 TO 3/31/17<br>INVOICE DATED 4/15/17<br>20-75-079-4493552             | 05/05/17  |          |                 | - 11,568.00  |                                            |



*Detail*

**Investment advisory fees**

| Activity                              | Description                                                                                                         | Post date | Quantity | Amount per unit | Cash                  | Original value at PNC Value last statement |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-----------------------|--------------------------------------------|
| Investment advisor fee                | SSI<br>FOR PERIOD 1/1/17 TO 3/31/17<br>INVOICE #002017-0119 DTD 4/17/17<br>SSI ACCOUNT #100874<br>20-75-079-4493552 | 05/05/17  |          |                 | - 5,584.00            |                                            |
| Investment advisor fee                | FIDUCIARY MANAGEMENT, INC.<br>FOR PERIOD 4/1/17 TO 6/30/17<br>INVOICE DATE 7/15/17<br>20-75-079-4493552             | 08/07/17  |          |                 | - 10,997.00           |                                            |
| Investment advisor fee                | BURGESS CHAMBERS & ASSOCIATES<br>2ND QUARTER ADVISORY FEE<br>INVOICE #17-229 DATED 7/18/17<br>20-75-079-4493552     | 08/07/17  |          |                 | - 9,992.21            |                                            |
| Investment advisor fee                | SSI<br>FOR PERIOD 4/1/17 TO 6/30/17<br>INVOICE #002017-0195 DTD 7/14/17<br>20-75-079-4493552                        | 08/07/17  |          |                 | - 5,764.00            |                                            |
| <b>Total investment advisory fees</b> |                                                                                                                     |           |          |                 | <b>- \$113,828.89</b> |                                            |

**Other expenses**

**Interfund transfers**

| Activity       | Description                                                        | Post date | Quantity | Amount per unit | Cash             | Original value at PNC Value last statement |
|----------------|--------------------------------------------------------------------|-----------|----------|-----------------|------------------|--------------------------------------------|
| Trust transfer | TRANSFER OF FUNDS PER REQUEST<br>DATED 3/1/17<br>20-75-079-4493552 | 03/01/17  |          |                 | - \$2,300,000.00 |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
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Account number 20-75-502-4493609  
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**Other expenses**

| Activity               | Description                                                                                                                      | Post date | Quantity | Amount per unit | Cash         | Original value at PNC Value last statement |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|--------------|--------------------------------------------|
| Administrative expense | SHEILA HUTCHESON<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                             | 10/03/16  |          |                 | - \$1,800.00 |                                            |
| Asset value fee        | PNC BANK<br>PRINCIPAL COMPENSATION THRU 09/30/16<br>FOR ALL ACCOUNTS UNDER MASTER<br>A/C #20-75-079-4493552<br>20-75-079-4493552 | 10/19/16  |          |                 | - 4,491.99   |                                            |
| Asset value fee        | PRINCIPAL COMPENSATION THRU 09/30/16<br>FOR ALL ACCOUNTS UNDER MASTER ACCOUNT<br>20-75-079-4768517.<br>20-75-079-4493552         | 10/19/16  |          |                 | - 1,793.11   |                                            |
| Administrative expense | SHEILA HUTCHESON<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                             | 11/01/16  |          |                 | - 1,800.00   |                                            |
| Administrative expense | SHEILA HUTCHESON<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                             | 12/01/16  |          |                 | - 1,800.00   |                                            |
| Other disbursement     | FPPTA<br>2017 ANNUAL MEMBERSHIP DUES<br>PORT ORANGE FIRE/RESCUE PENSION BOORD<br>OF TRUSTEES<br>20-75-079-4493552                | 12/13/16  |          |                 | - 600.00     |                                            |
| Administrative expense | SHEILA HUTCHESON<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                             | 01/03/17  |          |                 | - 1,800.00   |                                            |
| Asset value fee        | PNC BANK<br>PRINCIPAL COMPENSATION THRU 12/31/16<br>FOR ALL ACCOUNTS UNDER MASTER<br>A/C #20-75-079-4493552<br>20-75-079-4493552 | 01/25/17  |          |                 | - 4,310.00   |                                            |
| Asset value fee        | PRINCIPAL COMPENSATION THRU 12/31/16<br>FOR ALL ACCOUNTS UNDER MASTER ACCOUNT<br>20-75-079-4768517.<br>20-75-079-4493552         | 01/25/17  |          |                 | - 1,834.88   |                                            |

*Detail*

**Other expenses**

| Activity               | Description                                                                                                                      | Post date | Quantity | Amount per unit | Cash       | Original value at PNC Value last statement |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|------------|--------------------------------------------|
| Administrative expense | JULIE ENRIGHT<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                                | 02/01/17  |          |                 | - 1,800.00 |                                            |
| Administrative expense | JULIE ENRIGHT<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                                | 03/01/17  |          |                 | - 1,800.00 |                                            |
| Administrative expense | JULIE ENRIGHT<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                                | 04/03/17  |          |                 | - 1,800.00 |                                            |
| Asset value fee        | PNC BANK<br>PRINCIPAL COMPENSATION THRU 03/31/17<br>FOR ALL ACCOUNTS UNDER MASTER<br>A/C #20-75-079-4493552<br>20-75-079-4493552 | 04/21/17  |          |                 | - 2,970.31 |                                            |
| Asset value fee        | PRINCIPAL COMPENSATION THRU 03/31/17<br>FOR ALL ACCOUNTS UNDER MASTER ACCOUNT<br>20-75-079-4768517<br>20-75-079-4493552          | 04/21/17  |          |                 | - 2,242.52 |                                            |
| Administrative expense | JULIE ENRIGHT<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                                | 05/01/17  |          |                 | - 1,800.00 |                                            |
| Other disbursement     | JULIE ENRIGHT<br>MILEAGE TO/FROM MEETINGS:<br>2/13/17: 39 MILES EACH WAY<br>@ \$.535 CENTS/MILE = \$41.73<br>20-75-079-4493552   | 05/23/17  |          |                 | - 41.73    |                                            |
| Administrative expense | JULIE ENRIGHT<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                                | 06/01/17  |          |                 | - 1,800.00 |                                            |
| Administrative expense | JULIE ENRIGHT<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                                | 07/03/17  |          |                 | - 1,800.00 |                                            |

PORT ORANGE FIRE PENSION ROLLUP  
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**Other expenses**

| Activity                    | Description                                                                                                                                                | Post date | Quantity | Amount per unit | Cash                 | Original value at PNC Value last statement |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|----------------------|--------------------------------------------|
| Asset value fee             | PRINCIPAL COMPENSATION THRU 06/30/17<br>FOR ALL ACCOUNTS UNDER MASTER ACCOUNT<br>20-75-079-4768517.<br>20-75-079-4493552                                   | 07/21/17  |          |                 | - 2,874.32           |                                            |
| Administrative expense      | JULIE ENRIGHT<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                                                          | 08/01/17  |          |                 | - 1,800.00           |                                            |
| Other disbursement          | JULIE ENRIGHT<br>MILEAGE TO/FROM MEETINGS:<br>5/15/17: 39 MILES EACH WAY<br>@ \$.535 CENTS/MILE = \$41.73<br>AND COPY CHARGES \$26.81<br>20-75-079-4493552 | 08/31/17  |          |                 | - 68.54              |                                            |
| Administrative expense      | JULIE ENRIGHT<br>MONTHLY ADMINISTRATIVE FEES<br>20-75-079-4493552                                                                                          | 09/01/17  |          |                 | - 1,800.00           |                                            |
| Administrative expense      | CLIFFS NATURAL RESOURCES, INC.,<br>CLASS ACTION FILING FEE<br>20-75-079-3620912                                                                            | 09/26/17  |          |                 | - 25.00              |                                            |
| <b>Total other expenses</b> |                                                                                                                                                            |           |          |                 | <b>- \$42,852.40</b> |                                            |

|                 |                          |                                                  |
|-----------------|--------------------------|--------------------------------------------------|
| <b>Expenses</b> | <b>- \$19,199,737.58</b> | <b>\$14,255,792.77</b><br><b>\$14,255,792.77</b> |
|-----------------|--------------------------|--------------------------------------------------|

|                            |               |
|----------------------------|---------------|
| <b>Ending cash balance</b> | <b>\$0.00</b> |
|----------------------------|---------------|

|                                   |                          |
|-----------------------------------|--------------------------|
| <b>Change in cash</b>             | <b>-</b>                 |
| Value of non cash transactions    | \$1,642.25<br>\$2,397.54 |
| Net gain/loss on current holdings | \$2,028,959.43           |

*Detail*

**Other expenses**

| Activity                     | Description | Post date | Quantity | Amount per unit | Cash | Original value at PNC Value last statement       |
|------------------------------|-------------|-----------|----------|-----------------|------|--------------------------------------------------|
| Net payables and receivables |             |           |          |                 |      | - \$33,177.36<br>- \$33,177.36                   |
| <b>Ending balances</b>       |             |           |          |                 |      | <b>\$22,209,082.71</b><br><b>\$26,572,148.02</b> |

*Non-cash transactions*

**Securities received**

| Activity           | Description                                                                                                                                                           | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326            | 06/30/17 | 30,000   | \$30,896.70           | \$32,115.00  |
| Asset contribution | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 15,000   | 14,901.45             | 14,901.38    |
| Asset contribution | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 15,000   | 14,901.30             | 14,901.38    |
| Asset exchange     | ADVANSIX INC - W/I<br>RECD 4.536 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517                                                                      | 10/03/16 | 4.536    | 61.19                 | 59.58        |

*Detail*

Securities received

| Activity       | Description                                                                                      | Date     | Quantity | Original value at PNC | Market Value |
|----------------|--------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset exchange | ADVANSIX INC - W/I<br>RECD 3.629 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 3.629    | 48.95                 | 47.56        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 23.95        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 4.536 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 4.536    | 61.19                 | 59.48        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 23.78        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 2.722 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 2.722    | 36.71                 | 35.70        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 23.78        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 2.722 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 2.722    | 36.71                 | 35.82        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 24.14        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 24.20        |

*Detail*

Securities received

| Activity       | Description                                                                                      | Date     | Quantity | Original value at PNC | Market Value |
|----------------|--------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 24.32        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD .453 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517  | 10/03/16 | 0.453    | 6.12                  | 6.05         |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 24.13        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 24.08        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 2.722 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 2.722    | 36.71                 | 36.38        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 1.814 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 1.814    | 24.48                 | 24.34        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD .453 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517  | 10/03/16 | 0.453    | 6.12                  | 6.10         |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 2.268 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 2.268    | 30.60                 | 30.43        |
| Asset exchange | ADVANSIX INC - W/I<br>RECD 2.918 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517 | 10/03/16 | 2.918    | 39.37                 | 39.91        |

*Detail*

Securities received

| Activity           | Description                                                                                                                                                 | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset exchange     | ADVANSIX INC - W/I<br>RECD 3.405 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517                                                            | 10/03/16 | 3.405    | 45.93                 | 46.49        |
| Asset exchange     | ADVANSIX INC - W/I<br>RECD 1.945 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517                                                            | 10/03/16 | 1.945    | 26.25                 | 27.58        |
| Asset exchange     | ADVANSIX INC - W/I<br>RECD 3.891 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517                                                            | 10/03/16 | 3.891    | 52.49                 | 55.48        |
| Asset exchange     | ADVANSIX INC - W/I<br>RECD 1.459 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517                                                            | 10/03/16 | 1.459    | 19.69                 | 19.74        |
| Asset exchange     | ADVANSIX INC - W/I<br>RECD 2.000 SHS FROM SPIN OFF OF<br>HONEYWELL INTL INC<br>20-75-079-4768517                                                            | 10/03/16 | 2        | 26.98                 | 32.24        |
| Asset contribution | AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 20,000.000 SHARES<br>20-75-079-6814326    | 06/30/17 | 20,000   | 19,987.80             | 20,408.20    |
| Asset contribution | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 10,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 10,000   | 10,884.60             | 10,504.20    |



*Detail*

Securities received

| Activity           | Description                                                                                                                                                                | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 10,000.000 SHARES<br>20-75-079-6814326                | 06/30/17 | 10,000   | 10,884.50             | 10,504.20    |
| Asset contribution | AMGEN INC<br>CALL 04/11/2022 UNSC<br>02.650% DUE 05/11/2022<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326                          | 06/30/17 | 15,000   | 15,033.00             | 15,033.00    |
| Asset contribution | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 30,000   | 31,807.20             | 31,807.20    |
| Asset contribution | APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326                                          | 06/30/17 | 30,000   | 29,960.10             | 30,544.50    |
| Name change        | ARCONIC INC PFD<br>CONVERTED 10/02/17<br>SEE 03965L100<br>SECURITY NAME CHANGE<br>20-75-079-3620912                                                                        | 11/01/16 | 460      | 14,729.20             | 15,037.40    |
| Asset contribution | BB&T CORP<br>SUB NT<br>05.250% DUE 11/01/2019<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 45,000.000 SHARES<br>20-75-079-6814326                                        | 06/30/17 | 45,000   | 45,419.40             | 49,767.75    |

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Securities received

| Activity           | Description                                                                                                                                                                | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | BP CAPITAL MARKETS PLC<br>SEDOL ISIN US05565QDA31<br>03.506% DUE 03/17/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326          | 06/30/17 | 30,000   | 30,000.00             | 31,799.40    |
| Asset contribution | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 90,000.000 SHARES<br>20-75-079-6814326          | 06/30/17 | 90,000   | 89,999.60             | 90,020.70    |
| Asset contribution | BANK OF AMERICA<br>NOTES<br>05.650% DUE 05/01/2018<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 65,000.000 SHARES<br>20-75-079-6814326                                   | 06/30/17 | 65,000   | 64,685.40             | 68,950.05    |
| Asset contribution | BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 40,000.000 SHARES<br>20-75-079-6814326                          | 06/30/17 | 40,000   | 39,408.40             | 45,414.40    |
| Asset contribution | BURLINGTON NORTH SANTA FE<br>SR UNSCDED CALL 12/15/21 @100<br>03.050% DUE 03/15/2022<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 50,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 50,000   | 48,654.00             | 52,790.50    |
| Asset contribution | CBS CORP<br>CALL 10/15/2025 @ 100.000 COGT<br>04.000% DUE 01/15/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 10,000.000 SHARES<br>20-75-079-6814326                 | 06/30/17 | 10,000   | 10,319.20             | 10,319.20    |

*Detail*

Securities received

| Activity           | Description                                                                                                                                                              | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 10,000.000 SHARES<br>20-75-079-6814326       | 06/30/17 | 10,000   | 10,297.40             | 10,297.40    |
| Asset contribution | CAPITAL ONE FINANCIAL CO<br>CALL 02/09/2027 UNSC<br>03.750% DUE 03/09/2027<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326         | 06/30/17 | 35,000   | 35,140.70             | 35,140.70    |
| Asset contribution | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 75,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 75,000   | 75,298.83             | 75,340.50    |
| Asset contribution | CARNIVAL CORP<br>SEDOL ISIN US143658BA91<br>03.950% DUE 10/15/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326                 | 06/30/17 | 25,000   | 26,352.00             | 26,352.00    |
| Asset contribution | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 110,000.000 SHARES<br>20-75-079-6814326         | 06/30/17 | 110,000  | 109,969.72            | 109,995.60   |
| Asset contribution | CITIGROUP INC<br>UNSC<br>02.050% DUE 12/07/2018<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326                                    | 06/30/17 | 25,000   | 25,079.00             | 25,079.00    |

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Securities received

| Activity           | Description                                                                                                                                                                | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326                                     | 06/30/17 | 15,000   | 14,989.80             | 14,989.80    |
| Asset contribution | COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 55,000.000 SHARES<br>20-75-079-6814326                                       | 06/30/17 | 55,000   | 55,227.70             | 60,162.30    |
| Stock split        | COMCAST CORPORATION CL A<br>RECD 4,600.000 SHS 2 FOR 1 STK SPLT<br>20-75-079-4768517                                                                                       | 02/21/17 | 4,600    |                       |              |
| Asset contribution | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326      | 06/30/17 | 15,000   | 16,150.95             | 16,150.95    |
| Asset contribution | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 25,000   | 24,190.00             | 24,190.00    |
| Asset contribution | ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326                        | 06/30/17 | 35,000   | 35,014.00             | 36,355.55    |

*Detail*

Securities received

| Activity           | Description                                                                                                                                                               | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset contribution | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 15,000     | 14,111.40             | 14,111.40    |
| Asset contribution | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 86,527.005 SHARES<br>20-75-079-6814326            | 06/30/17 | 86,527.005 | 88,568.50             | 89,996.73    |
| Asset contribution | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 76,506.837 SHARES<br>20-75-079-6814326            | 06/30/17 | 76,506.837 | 79,734.46             | 79,671.17    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 2,160.740 SHARES<br>20-75-079-6814326                      | 06/30/17 | 2,160.740  | 2,158.53              | 2,214.52     |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 79,332.054 SHARES<br>20-75-079-6814326                      | 06/30/17 | 79,332.054 | 82,214.02             | 83,984.08    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 88,068.454 SHARES<br>20-75-079-6814326                      | 06/30/17 | 88,068.454 | 91,350.37             | 91,454.68    |

*Detail*

Securities received

| Activity           | Description                                                                                                                                           | Date     | Quantity    | Original value at PNC | Market Value |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-----------------------|--------------|
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 126,830.056 SHARES<br>20-75-079-6814326 | 06/30/17 | 126,830.056 | 136,203.59            | 136,426.01   |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 92,102.398 SHARES<br>20-75-079-6814326  | 06/30/17 | 92,102.398  | 93,149.60             | 95,941.22    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 26,314.968 SHARES<br>20-75-079-6814326  | 06/30/17 | 26,314.968  | 26,614.35             | 27,411.78    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 64,406.013 SHARES<br>20-75-079-6814326  | 06/30/17 | 64,406.013  | 68,099.29             | 68,212.41    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 52,217.999 SHARES<br>20-75-079-6814326 | 06/30/17 | 52,217.999  | 55,400.04             | 55,670.66    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 51,523.941 SHARES<br>20-75-079-6814326  | 06/30/17 | 51,523.941  | 54,204.78             | 54,536.54    |

*Detail*

Securities received

| Activity           | Description                                                                                                                                           | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 31,513.346 SHARES<br>20-75-079-6814326 | 06/30/17 | 31,513.346 | 32,665.54             | 33,960.04    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 26,968.079 SHARES<br>20-75-079-6814326 | 06/30/17 | 26,968.079 | 28,424.98             | 29,561.88    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 26,152.512 SHARES<br>20-75-079-6814326 | 06/30/17 | 26,152.512 | 27,125.01             | 28,181.95    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 55,985.438 SHARES<br>20-75-079-6814326  | 06/30/17 | 55,985.438 | 58,614.13             | 58,842.94    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 64,898.737 SHARES<br>20-75-079-6814326  | 06/30/17 | 64,898.737 | 69,826.96             | 69,888.80    |
| Asset contribution | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 43,908.090 SHARES<br>20-75-079-6814326 | 06/30/17 | 43,908.090 | 46,028.01             | 47,210.41    |

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Securities received

| Activity           | Description                                                                                                                                                                   | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 45,000.000 SHARES<br>20-75-079-6814326                                            | 06/30/17 | 45,000   | 47,346.24             | 46,305.00    |
| Asset contribution | GENERAL ELEC CAPT CORP<br>SUBORD<br>05.300% DUE 02/11/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326                              | 06/30/17 | 30,000   | 33,735.30             | 34,374.60    |
| Asset contribution | GENERAL ELEC CAPT CORP<br>SUBORD<br>05.300% DUE 02/11/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326                              | 06/30/17 | 30,000   | 33,735.30             | 34,374.60    |
| Asset contribution | GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 45,000.000 SHARES<br>20-75-079-6814326         | 06/30/17 | 45,000   | 45,237.60             | 48,443.85    |
| Asset contribution | GOLDMAN SACHS GROUP INC<br>CALL 04/08/2024 @ 100.000 UNSC<br>03.850% DUE 07/08/2024<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 50,000.000 SHARES<br>20-75-079-6814326     | 06/30/17 | 50,000   | 51,048.50             | 53,087.00    |
| Asset contribution | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 25,000   | 27,043.00             | 27,043.00    |



*Detail*

Securities received

| Activity           | Description                                                                                                                                                              | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 45,000.000 SHARES<br>20-75-079-6814326                 | 06/30/17 | 45,000   | 51,795.45             | 50,129.10    |
| Asset contribution | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 75,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 75,000   | 74,941.41             | 75,149.25    |
| Asset contribution | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 70,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 70,000   | 69,998.64             | 70,303.80    |
| Asset contribution | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 30,000   | 29,994.18             | 30,208.20    |
| Asset contribution | JP MORGAN CHASE & CO<br>NOTES<br>06.000% DUE 01/15/2018<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 60,000.000 SHARES<br>20-75-079-6814326                            | 06/30/17 | 60,000   | 62,054.40             | 63,391.20    |
| Asset contribution | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 40,000.000 SHARES<br>20-75-079-6814326         | 06/30/17 | 40,000   | 39,993.70             | 40,036.80    |

*Detail*

Securities received

| Activity           | Description                                                                                                                                                            | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | KENTUCKY UTILITIES<br>CALL 05/15/2043 @ 100.000 MORT<br>04.650% DUE 11/15/2043<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 40,000.000 SHARES<br>20-75-079-6814326   | 06/30/17 | 40,000   | 39,712.00             | 47,392.40    |
| Asset exchange     | KEYCORP NEW<br>RECEIVED 602.837 PAR/SHARES FROM<br>MANDATORY CONVERSION TO COMMON<br>20-75-079-3620912                                                                 | 03/20/17 | 602.837  | 11,581.25             | 11,581.25    |
| Asset contribution | KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326                    | 06/30/17 | 25,000   | 29,836.00             | 28,381.50    |
| Asset contribution | KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 40,000.000 SHARES<br>20-75-079-6814326        | 06/30/17 | 40,000   | 39,852.40             | 43,360.00    |
| Asset contribution | LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 25,000   | 26,250.75             | 25,481.50    |
| Asset contribution | MEDTRONIC GLOBAL HLDINGS<br>SEDOL ISIN US58507LAC37<br>03.350% DUE 04/01/2027<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326    | 06/30/17 | 25,000   | 25,000.00             | 25,000.00    |

*Detail*

Securities received

| Activity           | Description                                                                                                                                                             | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326                                  | 06/30/17 | 15,000   | 15,073.50             | 15,073.50    |
| Asset contribution | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326                                  | 06/30/17 | 15,000   | 14,795.55             | 14,795.55    |
| Asset contribution | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 10,000.000 SHARES<br>20-75-079-6814326                                   | 06/30/17 | 10,000   | 10,309.10             | 10,309.10    |
| Asset contribution | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 75,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 75,000   | 74,992.83             | 75,007.50    |
| Asset contribution | NORTHERN TRUST CORP<br>SR UNSEC<br>03.375% DUE 08/23/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326                         | 06/30/17 | 30,000   | 29,868.90             | 32,201.70    |
| Asset contribution | PRINCIPAL FINANCIAL GROU<br>COGT<br>03.400% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326                        | 06/30/17 | 35,000   | 34,890.80             | 35,929.25    |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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*Detail*

Securities received

| Activity           | Description                                                                                                                                                         | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset contribution | PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326                            | 06/30/17 | 25,000   | 24,991.25             | 24,884.75    |
| Asset contribution | REALTY INCOME CORP<br>SR UNSECD CALL 07/15/22 @100<br>03.250% DUE 10/15/2022<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,000.000 SHARES<br>20-75-079-6814326  | 06/30/17 | 25,000   | 25,124.50             | 25,124.50    |
| Asset contribution | ROGERS COMMUNICATIONS IN<br>SEDOL ISIN US775109BB60<br>05.000% DUE 03/15/2044<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 35,000   | 34,730.85             | 40,640.25    |
| Asset contribution | SHELL INTERNATIONAL FIN<br>SR NOTES<br>06.375% DUE 12/15/2038<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 40,000.000 SHARES<br>20-75-079-6814326                 | 06/30/17 | 40,000   | 48,576.40             | 54,404.80    |
| Asset contribution | SHERWIN-WILLIAMS CO<br>CALL 05/01/2022 UNSC<br>02.750% DUE 06/01/2022<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326         | 06/30/17 | 15,000   | 15,024.30             | 15,024.30    |
| Asset contribution | SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326       | 06/30/17 | 15,000   | 15,091.65             | 15,498.15    |

*Detail*

Securities received

| Activity           | Description                                                                                                                                                             | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset exchange     | SOUTHWESTERN ENERGY CO<br>RECD 46,504 SHS DUE TO STOCK DIST<br>FROM SOUTHWESTERN ENERGY CO PFD<br>20-75-079-3620912                                                     | 10/17/16 | 46,504   | 587.35                | 587.35       |
| Asset exchange     | SOUTHWESTERN ENERGY CO<br>RECEIVED FROM STOCK SPIN OFF<br>20-75-079-3620912                                                                                             | 01/17/17 | 62,666   | 613.27                | 613.27       |
| Asset exchange     | SOUTHWESTERN ENERGY CO<br>RECEIVED FROM STOCK SPIN OFF<br>20-75-079-3620912                                                                                             | 04/17/17 | 59,200   | 441.63                | 441.63       |
| Asset contribution | STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 60,000.000 SHARES<br>20-75-079-6814326                               | 06/30/17 | 60,000   | 59,714.40             | 60,457.80    |
| Asset contribution | SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326                             | 06/30/17 | 15,000   | 14,968.65             | 15,187.95    |
| Asset contribution | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326            | 06/30/17 | 30,000   | 29,383.50             | 29,383.50    |
| Asset contribution | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 35,000   | 34,998.02             | 35,078.75    |

*Detail*

Securities received

| Activity           | Description                                                                                                                                               | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset contribution | 21ST CENTY FOX AMER INC<br>03.000% DUE 09/15/2022<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326                   | 06/30/17 | 35,000     | 33,532.45             | 36,447.25    |
| Asset contribution | TYSON FOODS INC<br>CALL 03/02/2027 UNSC<br>03.550% DUE 06/02/2027<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326   | 06/30/17 | 15,000     | 14,974.95             | 14,974.95    |
| Asset contribution | US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 30,000     | 29,807.70             | 31,783.20    |
| Asset contribution | USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 18,000.000 SHARES<br>20-75-079-6814326                         | 06/30/17 | 18,000     | 19,812.96             | 23,126.58    |
| Asset contribution | USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 12,000.000 SHARES<br>20-75-079-6814326                         | 06/30/17 | 12,000     | 13,208.60             | 15,417.72    |
| Asset contribution | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 20,000.000 SHARES<br>20-75-079-6814326                        | 06/30/17 | 20,000     | 23,886.72             | 23,341.40    |
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 13,392.857 SHARES<br>20-75-079-6814326                        | 06/30/17 | 13,392.857 | 12,504.91             | 13,098.37    |

*Detail*

Securities received

| Activity           | Description                                                                                                                        | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 40,178.572 SHARES<br>20-75-079-6814326 | 06/30/17 | 40,178.572 | 37,514.73             | 39,295.11    |
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 2,678.571 SHARES<br>20-75-079-6814326  | 06/30/17 | 2,678.571  | 2,500.98              | 2,619.67     |
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 18,750.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 18,750     | 17,506.88             | 18,337.72    |
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 20,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 20,000     | 18,674.00             | 19,560.23    |
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 35,000     | 32,679.50             | 34,230.41    |
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 20,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 20,000     | 18,674.36             | 19,560.23    |
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 47,666.666 SHARES<br>20-75-079-6814326 | 06/30/17 | 47,666.666 | 49,755.42             | 49,335.00    |

*Detail*

Securities received

| Activity           | Description                                                                                                                        | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset contribution | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 7,333.334 SHARES<br>20-75-079-6814326  | 06/30/17 | 7,333.334  | 7,654.41              | 7,590.00     |
| Asset contribution | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 53,333.333 SHARES<br>20-75-079-6814326 | 06/30/17 | 53,333.333 | 55,283.20             | 55,250.05    |
| Asset contribution | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 26,666.667 SHARES<br>20-75-079-6814326 | 06/30/17 | 26,666.667 | 27,641.80             | 27,625.03    |
| Asset contribution | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 25,120.192 SHARES<br>20-75-079-6814326 | 06/30/17 | 25,120.192 | 25,468.86             | 26,764.81    |
| Asset contribution | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 2,512.019 SHARES<br>20-75-079-6814326  | 06/30/17 | 2,512.019  | 2,546.89              | 2,676.48     |
| Asset contribution | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 37,680.289 SHARES<br>20-75-079-6814326 | 06/30/17 | 37,680.289 | 38,203.29             | 40,147.22    |
| Asset contribution | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 29,687.500 SHARES<br>20-75-079-6814326 | 06/30/17 | 29,687.500 | 30,099.72             | 31,631.14    |



*Detail*

Securities received

| Activity           | Description                                                                                                                        | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 35,000     | 35,066.99             | 35,066.99    |
| Asset contribution | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 125,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 125,000    | 125,009.76            | 125,009.76   |
| Asset contribution | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 20,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 20,000     | 19,671.09             | 19,671.09    |
| Asset contribution | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 31,500.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 31,500     | 30,026.12             | 30,026.15    |
| Asset contribution | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 73,500.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 73,500     | 70,061.03             | 70,061.01    |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 83,922.709 SHARES<br>20-75-079-6814326 | 06/30/17 | 83,922.709 | 87,007.71             | 86,718.86    |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,664.067 SHARES<br>20-75-079-6814326 | 06/30/17 | 30,664.067 | 31,791.28             | 31,685.74    |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
October 1, 2016 - September 29, 2017

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Securities received

| Activity           | Description                                                                                                                                                            | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 81,570.248 SHARES<br>20-75-079-6814326                                     | 06/30/17 | 81,570.248 | 84,568.77             | 84,288.02    |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 38,842.976 SHARES<br>20-75-079-6814326                                     | 06/30/17 | 38,842.976 | 40,270.84             | 40,137.15    |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 35,000.000 SHARES<br>20-75-079-6814326                                     | 06/30/17 | 35,000     | 36,286.31             | 36,166.14    |
| Asset contribution | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 24,470.588 SHARES<br>20-75-079-6814326                                     | 06/30/17 | 24,470.588 | 23,822.12             | 23,716.23    |
| Asset contribution | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 27,529.412 SHARES<br>20-75-079-6814326                                     | 06/30/17 | 27,529.412 | 26,799.88             | 26,680.76    |
| Asset contribution | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 48,000.000 SHARES<br>20-75-079-6814326                                     | 06/30/17 | 48,000     | 46,727.83             | 46,520.29    |
| Asset contribution | USA TREASURY NOTES<br>TREASURY INFLATION PROTECTN SECS<br>00.125% DUE 01/15/2022<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 65,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 65,000     | 70,563.54             | 70,563.54    |

*Detail*

Securities received

| Activity           | Description                                                                                                                        | Date     | Quantity  | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------|----------|-----------|-----------------------|--------------|
| Asset contribution | USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 70,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 70,000    | 73,040.62             | 72,468.90    |
| Asset contribution | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 70,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 70,000    | 70,404.69             | 71,840.30    |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 462.063 SHARES<br>20-75-079-6814326    | 06/30/17 | 462.063   | 475.73                | 483.07       |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 660.090 SHARES<br>20-75-079-6814326    | 06/30/17 | 660.090   | 679.61                | 690.10       |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 990.135 SHARES<br>20-75-079-6814326    | 06/30/17 | 990.135   | 1,019.41              | 1,035.16     |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 990.135 SHARES<br>20-75-079-6814326    | 06/30/17 | 990.135   | 1,019.41              | 1,035.16     |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 1,320.180 SHARES<br>20-75-079-6814326  | 06/30/17 | 1,320.180 | 1,359.22              | 1,380.21     |

*Detail*

Securities received

| Activity           | Description                                                                                                                                                          | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 1,474.202 SHARES<br>20-75-079-6814326                                    | 06/30/17 | 1,474.202  | 1,517.79              | 1,541.23     |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 2,211.302 SHARES<br>20-75-079-6814326                                    | 06/30/17 | 2,211.302  | 2,276.69              | 2,311.85     |
| Asset contribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 16,891.893 SHARES<br>20-75-079-6814326                                   | 06/30/17 | 16,891.893 | 17,391.33             | 17,659.97    |
| Asset contribution | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 15,000     | 14,856.15             | 14,856.15    |
| Asset contribution | VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 30,000.000 SHARES<br>20-75-079-6814326                       | 06/30/17 | 30,000     | 31,227.60             | 31,257.30    |
| Asset contribution | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 15,000.000 SHARES<br>20-75-079-6814326                           | 06/30/17 | 15,000     | 15,000.90             | 15,000.90    |

*Detail*

**Securities received**

| Activity                         | Description                                                                                                                                                             | Date     | Quantity | Original value at PNC | Market Value          |
|----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|-----------------------|
| Asset contribution               | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.100% DUE 06/03/2026<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 55,000.000 SHARES<br>20-75-079-6814326                    | 06/30/17 | 55,000   | 55,749.65             | 58,351.70             |
| Asset contribution               | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.300% DUE 07/22/2027<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 10,000.000 SHARES<br>20-75-079-6814326                    | 06/30/17 | 10,000   | 9,962.00              | 10,777.40             |
| Asset contribution               | WESTPAC BANKING CORP<br>ISIN US961214BK83 SEDOL B3VGYG1<br>04.875% DUE 11/19/2019<br>TRANSFER FROM 20-75-079-4493552<br>RECEIVED 45,000.000 SHARES<br>20-75-079-6814326 | 06/30/17 | 45,000   | 45,734.85             | 49,328.55             |
| <b>Total securities received</b> |                                                                                                                                                                         |          |          | <b>\$4,810,084.66</b> | <b>\$4,910,733.64</b> |

**Securities delivered**

| Activity           | Description                                                                                                                                                     | Date     | Quantity | Original value at PNC | Market Value  |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|---------------|
| Asset distribution | AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 30,000   | - \$30,896.70         | - \$32,115.00 |

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Securities delivered

| Activity           | Description                                                                                                                                                                     | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552      | 06/30/17 | 30,000   | - 29,802.75           | - 29,802.75  |
| Name change        | ALCOA INC<br>NAME CHG 11/01/16<br>SEE 03965L308<br>SECURITY NAME CHANGE<br>20-75-079-3620912                                                                                    | 11/01/16 | 460      | - 14,729.20           | - 15,037.40  |
| Asset distribution | AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 20,000.000 SHARES<br>20-75-079-4493552                   | 06/30/17 | 20,000   | - 19,987.80           | - 20,408.20  |
| Asset distribution | AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 20,000.000 SHARES<br>20-75-079-4493552                | 06/30/17 | 20,000   | - 21,769.10           | - 21,008.40  |
| Asset distribution | AMGEN INC<br>CALL 04/11/2022 UNSC<br>02.650% DUE 05/11/2022<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552                          | 06/30/17 | 15,000   | - 15,033.00           | - 15,033.00  |
| Asset distribution | ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 30,000   | - 31,807.20           | - 31,807.20  |

*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                            | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552                                 | 06/30/17 | 30,000   | - 29,960.10           | - 30,544.50  |
| Asset distribution | BB&T CORP<br>SUB NT<br>05.250% DUE 11/01/2019<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 45,000.000 SHARES<br>20-75-079-4493552                               | 06/30/17 | 45,000   | - 45,419.40           | - 49,767.75  |
| Asset distribution | BP CAPITAL MARKETS PLC<br>SEDOL ISIN US05565QDA31<br>03.506% DUE 03/17/2025<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 30,000   | - 30,000.00           | - 31,799.40  |
| Asset distribution | BMW VEHICLE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.160% DUE 11/25/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 90,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 90,000   | - 89,999.60           | - 90,020.70  |
| Asset distribution | BANK OF AMERICA<br>NOTES<br>05.650% DUE 05/01/2018<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 65,000.000 SHARES<br>20-75-079-4493552                          | 06/30/17 | 65,000   | - 64,685.40           | - 68,950.05  |
| Asset distribution | BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 40,000.000 SHARES<br>20-75-079-4493552                 | 06/30/17 | 40,000   | - 39,408.40           | - 45,414.40  |

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Securities delivered

| Activity           | Description                                                                                                                                                                    | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | BURLINGTON NORTH SANTA FE<br>SR UNSCED CALL 12/15/21 @100<br>03.050% DUE 03/15/2022<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 50,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 50,000   | - 48,654.00           | - 52,790.50  |
| Asset distribution | CBS CORP<br>CALL 10/15/2025 @ 100.000 COGT<br>04.000% DUE 01/15/2026<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 10,000.000 SHARES<br>20-75-079-4493552                | 06/30/17 | 10,000   | - 10,319.20           | - 10,319.20  |
| Asset distribution | CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 10,000.000 SHARES<br>20-75-079-4493552        | 06/30/17 | 10,000   | - 10,297.40           | - 10,297.40  |
| Asset distribution | CAPITAL ONE FINANCIAL CO<br>CALL 02/09/2027 UNSC<br>03.750% DUE 03/09/2027<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 35,000.000 SHARES<br>20-75-079-4493552          | 06/30/17 | 35,000   | - 35,140.70           | - 35,140.70  |
| Asset distribution | CAPITAL ONE MULTI-ASSET EXECUT<br>SERIES 2015 A1 CLASS A<br>01.390% DUE 01/15/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 75,000.000 SHARES<br>20-75-079-4493552  | 06/30/17 | 75,000   | - 75,298.83           | - 75,340.50  |
| Asset distribution | CARNIVAL CORP<br>SEDOL ISIN US143658BA91<br>03.950% DUE 10/15/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552                  | 06/30/17 | 25,000   | - 26,352.00           | - 26,352.00  |



*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                                     | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | CHASE ISSUANCE TRUST<br>SERIES 2016 A5 CLASS A5<br>01.270% DUE 07/15/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 110,000.000 SHARES<br>20-75-079-4493552           | 06/30/17 | 110,000  | - 109,969.72          | - 109,995.60 |
| Asset distribution | CITIGROUP INC<br>UNSC<br>02.050% DUE 12/07/2018<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552                                      | 06/30/17 | 25,000   | - 25,079.00           | - 25,079.00  |
| Asset distribution | CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552                                     | 06/30/17 | 15,000   | - 14,989.80           | - 14,989.80  |
| Asset distribution | COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 55,000.000 SHARES<br>20-75-079-4493552                                       | 06/30/17 | 55,000   | - 55,227.70           | - 60,162.30  |
| Asset distribution | CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552      | 06/30/17 | 15,000   | - 16,150.95           | - 16,150.95  |
| Asset distribution | ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 25,000   | - 24,190.00           | - 24,190.00  |

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Securities delivered

| Activity           | Description                                                                                                                                                                    | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset distribution | ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 35,000.000 SHARES<br>20-75-079-4493552                       | 06/30/17 | 35,000     | - 35,014.00           | - 36,355.55  |
| Asset distribution | EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 15,000     | - 14,111.40           | - 14,111.40  |
| Asset distribution | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 86,527.005 SHARES<br>20-75-079-4493552            | 06/30/17 | 86,527.005 | - 88,568.50           | - 89,996.73  |
| Asset distribution | FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 76,506.837 SHARES<br>20-75-079-4493552            | 06/30/17 | 76,506.837 | - 79,734.46           | - 79,671.17  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 2,160.740 SHARES<br>20-75-079-4493552                      | 06/30/17 | 2,160.740  | - 2,158.53            | - 2,214.52   |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 79,332.054 SHARES<br>20-75-079-4493552                      | 06/30/17 | 79,332.054 | - 82,214.02           | - 83,984.08  |

*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                | Date     | Quantity    | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------|-----------------------|--------------|
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 88,068.454 SHARES<br>20-75-079-4493552  | 06/30/17 | 88,068.454  | - 91,350.37           | - 91,454.68  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 126,830.056 SHARES<br>20-75-079-4493552 | 06/30/17 | 126,830.056 | - 136,203.59          | - 136,426.01 |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 118,417.366 SHARES<br>20-75-079-4493552 | 06/30/17 | 118,417.366 | - 119,763.95          | - 123,353.00 |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 64,406.013 SHARES<br>20-75-079-4493552  | 06/30/17 | 64,406.013  | - 68,099.29           | - 68,212.41  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 52,217.999 SHARES<br>20-75-079-4493552 | 06/30/17 | 52,217.999  | - 55,400.04           | - 55,670.65  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 51,523.941 SHARES<br>20-75-079-4493552  | 06/30/17 | 51,523.941  | - 54,204.78           | - 54,536.54  |

*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                | Date     | Quantity   | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|-----------------------|--------------|
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 31,513.346 SHARES<br>20-75-079-4493552 | 06/30/17 | 31,513.346 | - 32,665.54           | - 33,960.04  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 26,968.079 SHARES<br>20-75-079-4493552 | 06/30/17 | 26,968.079 | - 28,424.98           | - 29,561.88  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 26,152.512 SHARES<br>20-75-079-4493552 | 06/30/17 | 26,152.512 | - 27,125.01           | - 28,181.95  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 55,985.438 SHARES<br>20-75-079-4493552  | 06/30/17 | 55,985.438 | - 58,614.13           | - 58,842.94  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 64,898.737 SHARES<br>20-75-079-4493552  | 06/30/17 | 64,898.737 | - 69,826.96           | - 69,888.80  |
| Asset distribution | FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 43,908.090 SHARES<br>20-75-079-4493552 | 06/30/17 | 43,908.090 | - 46,028.01           | - 47,210.41  |

*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                                        | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 45,000.000 SHARES<br>20-75-079-4493552                                            | 06/30/17 | 45,000   | - 47,346.24           | - 46,305.00  |
| Asset distribution | GENERAL ELEC CAPT CORP<br>SUBORD<br>05.300% DUE 02/11/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 60,000.000 SHARES<br>20-75-079-4493552                              | 06/30/17 | 60,000   | - 67,470.60           | - 68,749.20  |
| Asset distribution | GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 45,000.000 SHARES<br>20-75-079-4493552         | 06/30/17 | 45,000   | - 45,237.60           | - 48,443.85  |
| Asset distribution | GOLDMAN SACHS GROUP INC<br>CALL 04/08/2024 @ 100.000 UNSC<br>03.850% DUE 07/08/2024<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 50,000.000 SHARES<br>20-75-079-4493552     | 06/30/17 | 50,000   | - 51,048.50           | - 53,087.00  |
| Asset distribution | HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 25,000   | - 27,043.00           | - 27,043.00  |
| Asset distribution | HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 45,000.000 SHARES<br>20-75-079-4493552                      | 06/30/17 | 45,000   | - 51,795.45           | - 50,129.10  |

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Securities delivered

| Activity           | Description                                                                                                                                                                   | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 75,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 75,000   | - 74,941.41           | - 75,149.25  |
| Asset distribution | HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 70,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 70,000   | - 69,998.64           | - 70,303.80  |
| Adjustment         | HONEYWELL INTL INC<br>DECREASE CARRYING VALUE<br>20-75-079-4768517                                                                                                            | 10/03/16 |          | - 755.33              |              |
| Asset distribution | HYUNDAI AUTO RECEIVABLES TRUST<br>SERIES 2016 A CLASS A3<br>01.560% DUE 09/15/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 30,000   | - 29,994.18           | - 30,208.20  |
| Asset distribution | JP MORGAN CHASE & CO<br>NOTES<br>06.000% DUE 01/15/2018<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 60,000.000 SHARES<br>20-75-079-4493552                            | 06/30/17 | 60,000   | - 62,054.40           | - 63,391.20  |
| Asset distribution | JOHN DEERE OWNER TRUST<br>SERIES 2016 A CLASS A3<br>01.360% DUE 04/15/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 40,000.000 SHARES<br>20-75-079-4493552         | 06/30/17 | 40,000   | - 39,993.70           | - 40,036.80  |

*Detail*
**Securities delivered**

| Activity           | Description                                                                                                                                                                 | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | KENTUCKY UTILITIES<br>CALL 05/15/2043 @ 100.000 MORT<br>04.650% DUE 11/15/2043<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 40,000.000 SHARES<br>20-75-079-4493552   | 06/30/17 | 40,000   | - 39,712.00           | - 47,392.40  |
| Asset exchange     | KEYCORP<br>CONVERTED 3/20/17<br>SEE 493267108<br>DELIVERED 85.00 PAR/SHS FROM<br>MANDATORY CONVERSION TO COMMON<br>20-75-079-3620912                                        | 03/20/17 | 85       | - 11,581.25           | - 11,581.25  |
| Asset distribution | KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552                    | 06/30/17 | 25,000   | - 29,836.00           | - 28,381.50  |
| Asset distribution | KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 40,000.000 SHARES<br>20-75-079-4493552        | 06/30/17 | 40,000   | - 39,852.40           | - 43,360.00  |
| Asset distribution | LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 25,000   | - 26,250.75           | - 25,481.50  |
| Asset distribution | MEDTRONIC GLOBAL HLDINGS<br>SEDOL ISIN US58507LAC37<br>03.350% DUE 04/01/2027<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552    | 06/30/17 | 25,000   | - 25,000.00           | - 25,000.00  |

PORT ORANGE FIRE PENSION ROLLUP  
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Securities delivered

| Activity           | Description                                                                                                                                                                  | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552                                  | 06/30/17 | 15,000   | - 15,073.50           | - 15,073.50  |
| Asset distribution | MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552                                  | 06/30/17 | 15,000   | - 14,795.55           | - 14,795.55  |
| Asset distribution | MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 10,000.000 SHARES<br>20-75-079-4493552                                   | 06/30/17 | 10,000   | - 10,309.10           | - 10,309.10  |
| Asset distribution | NISSAN AUTO RECEIVABLES OWNER<br>SERIES 2016 C CLASS A3<br>01.180% DUE 01/15/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 75,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 75,000   | - 74,992.83           | - 75,007.50  |
| Asset distribution | NORTHERN TRUST CORP<br>SR UNSEC<br>03.375% DUE 08/23/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552                         | 06/30/17 | 30,000   | - 29,868.90           | - 32,201.70  |
| Asset distribution | PRINCIPAL FINANCIAL GROU<br>COGT<br>03.400% DUE 05/15/2025<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 35,000.000 SHARES<br>20-75-079-4493552                        | 06/30/17 | 35,000   | - 34,890.80           | - 35,929.25  |



*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                              | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552                            | 06/30/17 | 25,000   | - 24,991.25           | - 24,884.75  |
| Asset distribution | REALTY INCOME CORP<br>SR UNSECD CALL 07/15/22 @100<br>03.250% DUE 10/15/2022<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552  | 06/30/17 | 25,000   | - 25,124.50           | - 25,124.50  |
| Asset distribution | ROGERS COMMUNICATIONS IN<br>SEDOL ISIN US775109BB60<br>05.000% DUE 03/15/2044<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 35,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 35,000   | - 34,730.85           | - 40,640.25  |
| Asset distribution | SHELL INTERNATIONAL FIN<br>SR NOTES<br>06.375% DUE 12/15/2038<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 40,000.000 SHARES<br>20-75-079-4493552                 | 06/30/17 | 40,000   | - 48,576.40           | - 54,404.80  |
| Asset distribution | SHERWIN-WILLIAMS CO<br>CALL 05/01/2022 UNSC<br>02.750% DUE 06/01/2022<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552         | 06/30/17 | 15,000   | - 15,024.30           | - 15,024.30  |
| Asset distribution | SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552       | 06/30/17 | 15,000   | - 15,091.65           | - 15,498.15  |

*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                                  | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 60,000.000 SHARES<br>20-75-079-4493552                               | 06/30/17 | 60,000   | - 59,714.40           | - 60,457.80  |
| Asset distribution | SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552                             | 06/30/17 | 15,000   | - 14,968.65           | - 15,187.95  |
| Asset distribution | TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552            | 06/30/17 | 30,000   | - 29,383.50           | - 29,383.50  |
| Asset distribution | TOYOTA AUTO RECEIVABLES OWNER<br>SERIES 2016 A CLASS A3<br>01.250% DUE 03/16/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 35,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 35,000   | - 34,998.02           | - 35,078.75  |
| Asset distribution | 21ST CENTY FOX AMER INC<br>03.000% DUE 09/15/2022<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 35,000.000 SHARES<br>20-75-079-4493552                                 | 06/30/17 | 35,000   | - 33,532.45           | - 36,447.25  |
| Asset distribution | TYSON FOODS INC<br>CALL 03/02/2027 UNSC<br>03.550% DUE 06/02/2027<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552                 | 06/30/17 | 15,000   | - 14,974.95           | - 14,974.95  |

*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                    | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 30,000   | - 29,807.70           | - 31,783.20  |
| Asset distribution | USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552                         | 06/30/17 | 30,000   | - 33,021.56           | - 38,544.30  |
| Asset distribution | USA TREASURY NOTES<br>03.125% DUE 08/15/2044<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 20,000.000 SHARES<br>20-75-079-4493552                        | 06/30/17 | 20,000   | - 23,886.72           | - 23,341.40  |
| Asset distribution | USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 150,000.000 SHARES<br>20-75-079-4493552                       | 06/30/17 | 150,000  | - 140,055.36          | - 146,701.75 |
| Asset distribution | USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 55,000.000 SHARES<br>20-75-079-4493552                        | 06/30/17 | 55,000   | - 57,409.83           | - 56,925.00  |
| Asset distribution | USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 80,000.000 SHARES<br>20-75-079-4493552                        | 06/30/17 | 80,000   | - 82,925.00           | - 82,875.08  |
| Asset distribution | USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 95,000.000 SHARES<br>20-75-079-4493552                        | 06/30/17 | 95,000   | - 96,318.76           | - 101,219.65 |

*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                                 | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 35,000.000 SHARES<br>20-75-079-4493552                                     | 06/30/17 | 35,000   | - 35,066.99           | - 35,066.99  |
| Asset distribution | USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 125,000.000 SHARES<br>20-75-079-4493552                                     | 06/30/17 | 125,000  | - 125,009.76          | - 125,009.76 |
| Asset distribution | USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 20,000.000 SHARES<br>20-75-079-4493552                                     | 06/30/17 | 20,000   | - 19,671.09           | - 19,671.09  |
| Asset distribution | USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 105,000.000 SHARES<br>20-75-079-4493552                                    | 06/30/17 | 105,000  | - 100,087.15          | - 100,087.15 |
| Asset distribution | USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 270,000.000 SHARES<br>20-75-079-4493552                                    | 06/30/17 | 270,000  | - 279,924.91          | - 278,995.90 |
| Asset distribution | USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 100,000.000 SHARES<br>20-75-079-4493552                                    | 06/30/17 | 100,000  | - 97,349.83           | - 96,917.28  |
| Asset distribution | USA TREASURY NOTES<br>TREASURY INFLATION PROTECTN SECS<br>00.125% DUE 01/15/2022<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 65,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 65,000   | - 70,563.54           | - 70,563.54  |

*Detail*

Securities delivered

| Activity           | Description                                                                                                                                                               | Date     | Quantity | Original value at PNC | Market Value |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|--------------|
| Asset distribution | USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 70,000.000 SHARES<br>20-75-079-4493552                                   | 06/30/17 | 70,000   | - 73,040.62           | - 72,468.90  |
| Asset distribution | USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 70,000.000 SHARES<br>20-75-079-4493552                                   | 06/30/17 | 70,000   | - 70,404.69           | - 71,840.30  |
| Asset distribution | USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 25,000.000 SHARES<br>20-75-079-4493552                                   | 06/30/17 | 25,000   | - 25,739.19           | - 26,136.75  |
| Asset distribution | VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 15,000   | - 14,856.15           | - 14,856.15  |
| Asset distribution | VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 30,000.000 SHARES<br>20-75-079-4493552                       | 06/30/17 | 30,000   | - 31,227.60           | - 31,257.30  |
| Asset distribution | VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 15,000.000 SHARES<br>20-75-079-4493552                           | 06/30/17 | 15,000   | - 15,000.90           | - 15,000.90  |

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Securities delivered

| Activity                    | Description                                                                                                                                                                  | Date     | Quantity | Original value at PNC | Market Value     |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|-----------------------|------------------|
| Asset distribution          | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.100% DUE 06/03/2026<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 55,000.000 SHARES<br>20-75-079-4493552                    | 06/30/17 | 55,000   | - 55,749.65           | - 58,351.70      |
| Asset distribution          | WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.300% DUE 07/22/2027<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 10,000.000 SHARES<br>20-75-079-4493552                    | 06/30/17 | 10,000   | - 9,962.00            | - 10,777.40      |
| Asset distribution          | WESTPAC BANKING CORP<br>ISIN US961214BK83 SEDOL B3VGYG1<br>04.875% DUE 11/19/2019<br>TRANSFER TO 20-75-079-6814326<br>DISTRIBUTION OF 45,000.000 SHARES<br>20-75-079-4493552 | 06/30/17 | 45,000   | - 45,734.85           | - 49,328.55      |
| Total securities delivered  |                                                                                                                                                                              |          |          | - \$4,808,442.41      | - \$4,908,336.10 |
| Total non-cash transactions |                                                                                                                                                                              |          |          | \$1,642.25            | \$2,397.54       |

*Realized gain/loss detail*

*Detail*

**Interest bearing cash**

| Description                                                 | Quantity    | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------|-------------|-----------|---------------------|----------------|----------------------|--------------------------|
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 22,639.160  | 10/31/16  | \$1.00              | \$22,639.16    | - \$22,639.16        |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 98,517.780  | 10/31/16  | 1.00                | 98,517.78      | - 98,517.78          |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 116,521.230 | 11/30/16  | 1.00                | 116,521.23     | - 116,521.23         |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 216,386.510 | 11/30/16  | 1.00                | 216,386.51     | - 216,386.51         |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 3,768.570   | 12/31/16  | 1.00                | 3,768.57       | - 3,768.57           |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 24,517.800  | 01/31/17  | 1.00                | 24,517.80      | - 24,517.80          |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 52,422.290  | 01/31/17  | 1.00                | 52,422.29      | - 52,422.29          |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 133,955.200 | 02/28/17  | 1.00                | 133,955.20     | - 133,955.20         |                          |

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**Interest bearing cash**

| Description                                                 | Quantity      | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------|---------------|-----------|---------------------|----------------|----------------------|--------------------------|
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 2,053,986.060 | 03/31/17  | 1.00                | 2,053,986.06   | - 2,053,986.06       |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4768517 | 31,767.470    | 03/31/17  | 1.00                | 31,767.47      | - 31,767.47          |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 18,467.740    | 04/30/17  | 1.00                | 18,467.74      | - 18,467.74          |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 21,329.040    | 05/31/17  | 1.00                | 21,329.04      | - 21,329.04          |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 5,640.890     | 06/30/17  | 1.00                | 5,640.89       | - 5,640.89           |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 14,783.820    | 07/31/17  | 1.00                | 14,783.82      | - 14,783.82          |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-4493552 | 6,353.070     | 07/31/17  | 1.00                | 6,353.07       | - 6,353.07           |                          |
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-3620912 | 15,487.370    | 08/31/17  | 1.00                | 15,487.37      | - 15,487.37          |                          |



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**Interest bearing cash**

| Description                                                 | Quantity    | Sale date | Sale price per unit | Total proceeds        | Value last statement    | Net realized gain (loss) |
|-------------------------------------------------------------|-------------|-----------|---------------------|-----------------------|-------------------------|--------------------------|
| PNC GOVT.<br>MONEY MARKET<br>FUND #405<br>20-75-079-6814326 | 233,765.960 | 09/29/17  | 1.00                | 233,765.96            | - 233,765.96            |                          |
| <b>Total interest bearing cash</b>                          |             |           |                     | <b>\$3,070,309.96</b> | <b>- \$3,070,309.96</b> |                          |

**US government securities**

| Description                                                                                   | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 1,489.690 | 09/30/16  | 1.00                | 1,489.69       | - 1,549.43           | - 59.74                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 1,175.740 | 10/31/16  | 1.00                | 1,175.74       | - 1,222.89           | - 47.15                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 1,262.890 | 11/30/16  | 1.00                | 1,262.89       | - 1,313.53           | - 50.64                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 976.220   | 12/31/16  | 1.00                | 976.22         | - 1,015.37           | - 39.15                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 518.020   | 01/31/17  | 1.00                | 518.02         | - 538.79             | - 20.77                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 444.360   | 02/28/17  | 1.00                | 444.36         | - 462.18             | - 17.82                  |

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**US government securities**

| Description                                                                                   | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 498.730  | 03/31/17  | 1.00                | 498.73         | - 518.73             | - 20.00                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 546.150  | 04/30/17  | 1.00                | 546.15         | - 568.05             | - 21.90                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-4493552 | 502.480  | 05/31/17  | 1.00                | 502.48         | - 522.63             | - 20.15                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-6814326 | 721.320  | 06/30/17  | 1.00                | 721.32         | - 750.24             | - 28.92                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-6814326 | 581.860  | 07/31/17  | 1.00                | 581.86         | - 605.19             | - 23.33                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL G08686<br>03.000% DUE 01/01/2046<br>20-75-079-6814326 | 789.170  | 08/31/17  | 1.00                | 789.17         | - 820.82             | - 31.65                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 987.670  | 09/30/16  | 1.00                | 987.67         | - 1,028.52           | - 40.85                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 562.220  | 10/31/16  | 1.00                | 562.22         | - 585.47             | - 23.25                  |

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| Description                                                                                   | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 1,309.800 | 11/30/16  | 1.00                | 1,309.80       | - 1,363.97           | - 54.17                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 905.910   | 12/31/16  | 1.00                | 905.91         | - 943.38             | - 37.47                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 746.340   | 01/31/17  | 1.00                | 746.34         | - 777.21             | - 30.87                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 566.060   | 02/28/17  | 1.00                | 566.06         | - 589.47             | - 23.41                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 638.850   | 03/31/17  | 1.00                | 638.85         | - 665.27             | - 26.42                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 894.340   | 04/30/17  | 1.00                | 894.34         | - 931.33             | - 36.99                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 835.150   | 05/31/17  | 1.00                | 835.15         | - 869.69             | - 34.54                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-6814326 | 678.180   | 06/30/17  | 1.00                | 678.18         | - 706.23             | - 28.05                  |

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| Description                                                                                   | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-6814326 | 1,086.380 | 07/31/17  | 1.00                | 1,086.38       | - 1,131.31           | - 44.93                  |
| FEDERAL HOME LOAN MTG CORP<br>GOLD POOL V80026<br>03.000% DUE 04/01/2043<br>20-75-079-6814326 | 886.900   | 08/31/17  | 1.00                | 886.90         | - 923.58             | - 36.68                  |
| FEDERAL NATL MTG ASSN<br>BONDS<br>06.625% DUE 11/15/2030<br>20-75-079-4493552                 | 130,000   | 02/23/17  | 140.60              | 182,782.60     | - 197,680.60         | - 14,898.00              |
| FEDERAL NATL MTG ASSN<br>NTS<br>05.000% DUE 02/13/2017<br>20-75-079-4493552                   | 90,000    | 01/26/17  | 100.20              | 90,176.40      | - 91,476.00          | - 1,299.60               |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552          | 504.830   | 09/30/16  | 1.00                | 504.83         | - 517.40             | - 12.57                  |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552          | 350.170   | 10/31/16  | 1.00                | 350.17         | - 358.89             | - 8.72                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552          | 378.190   | 11/30/16  | 1.00                | 378.19         | - 387.60             | - 9.41                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552          | 415.440   | 12/31/16  | 1.00                | 415.44         | - 425.78             | - 10.34                  |

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| Description                                                                          | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552 | 328.300  | 01/31/17  | 1.00                | 328.30         | - 336.47             | - 8.17                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552 | 332.190  | 02/28/17  | 1.00                | 332.19         | - 340.46             | - 8.27                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552 | 325.780  | 03/31/17  | 1.00                | 325.78         | - 333.89             | - 8.11                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552 | 377.110  | 04/30/17  | 1.00                | 377.11         | - 386.49             | - 9.38                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-4493552 | 286.960  | 05/31/17  | 1.00                | 286.96         | - 294.10             | - 7.14                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-6814326 | 328.750  | 06/30/17  | 1.00                | 328.75         | - 336.93             | - 8.18                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-6814326 | 274.570  | 07/31/17  | 1.00                | 274.57         | - 281.40             | - 6.83                   |
| FEDERAL NATL MTG ASSN<br>POOL #254722<br>05.500% DUE 05/01/2018<br>20-75-079-6814326 | 277.260  | 08/31/17  | 1.00                | 277.26         | - 284.16             | - 6.90                   |

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| Description                                                                         | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 1,576.560 | 09/30/16  | 1.00                | 1,576.56       | - 1,669.01           | - 92.45                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 2,411.310 | 10/31/16  | 1.00                | 2,411.31       | - 2,552.71           | - 141.40                 |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 1,348.650 | 11/30/16  | 1.00                | 1,348.65       | - 1,427.73           | - 79.08                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 1,606     | 12/31/16  | 1.00                | 1,606.00       | - 1,700.18           | - 94.18                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 1,249.990 | 01/31/17  | 1.00                | 1,249.99       | - 1,323.29           | - 73.30                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 458.650   | 02/28/17  | 1.00                | 458.65         | - 485.55             | - 26.90                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 697.040   | 03/31/17  | 1.00                | 697.04         | - 737.91             | - 40.87                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 748.120   | 04/30/17  | 1.00                | 748.12         | - 791.99             | - 43.87                  |

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| Description                                                                         | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-4493552 | 1,229.850 | 05/31/17  | 1.00                | 1,229.85       | - 1,301.97           | - 72.12                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-6814326 | 1,094.970 | 06/30/17  | 1.00                | 1,094.97       | - 1,159.18           | - 64.21                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-6814326 | 835.650   | 07/31/17  | 1.00                | 835.65         | - 884.65             | - 49.00                  |
| FEDERAL NATL MTG ASSN<br>POOL AP2133<br>03.500% DUE 08/01/2042<br>20-75-079-6814326 | 635.030   | 08/31/17  | 1.00                | 635.03         | - 672.27             | - 37.24                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 556.730   | 09/30/16  | 1.00                | 556.73         | - 578.14             | - 21.41                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 560       | 10/31/16  | 1.00                | 560.00         | - 581.53             | - 21.53                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 924.630   | 11/30/16  | 1.00                | 924.63         | - 960.18             | - 35.55                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 1,518.550 | 12/31/16  | 1.00                | 1,518.55       | - 1,576.94           | - 58.39                  |

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| Description                                                                         | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 555.750   | 01/31/17  | 1.00                | 555.75         | - 577.12             | - 21.37                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 562.490   | 02/28/17  | 1.00                | 562.49         | - 584.12             | - 21.63                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 2,465.330 | 03/31/17  | 1.00                | 2,465.33       | - 2,560.12           | - 94.79                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 1,312.070 | 04/30/17  | 1.00                | 1,312.07       | - 1,362.52           | - 50.45                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-4493552 | 1,338.580 | 05/31/17  | 1.00                | 1,338.58       | - 1,390.05           | - 51.47                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-6814326 | 1,282.310 | 06/30/17  | 1.00                | 1,282.31       | - 1,331.61           | - 49.30                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-6814326 | 537.980   | 07/31/17  | 1.00                | 537.98         | - 558.67             | - 20.69                  |
| FEDERAL NATL MTG ASSN<br>POOL AS5615<br>02.500% DUE 08/01/2030<br>20-75-079-6814326 | 1,664.940 | 08/31/17  | 1.00                | 1,664.94       | - 1,728.96           | - 64.02                  |



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| Description                                                                         | Quantity    | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-------------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>20-75-079-4493552 | 3,157.840   | 09/30/16  | 1.00                | 3,157.84       | - 3,331.24           | - 173.40                 |
| FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>20-75-079-4493552 | 2,932.790   | 10/31/16  | 1.00                | 2,932.79       | - 3,093.83           | - 161.04                 |
| FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>20-75-079-4493552 | 2,293.440   | 11/30/16  | 1.00                | 2,293.44       | - 2,419.37           | - 125.93                 |
| FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>20-75-079-4493552 | 2,386.560   | 12/31/16  | 1.00                | 2,386.56       | - 2,517.61           | - 131.05                 |
| FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>20-75-079-4493552 | 877.760     | 01/31/17  | 1.00                | 877.76         | - 925.96             | - 48.20                  |
| FEDERAL NATL MTG ASSN<br>POOL AS6727<br>03.500% DUE 02/01/2046<br>20-75-079-4493552 | 126,495.954 | 02/23/17  | 102.48              | 129,638.60     | - 133,441.84         | - 3,803.24               |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 510.530     | 09/30/16  | 1.00                | 510.53         | - 549.16             | - 38.63                  |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 2,717.820   | 10/31/16  | 1.00                | 2,717.82       | - 2,923.45           | - 205.63                 |

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|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 827.460   | 11/30/16  | 1.00                | 827.46         | - 890.07             | - 62.61                  |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 3,760.180 | 12/31/16  | 1.00                | 3,760.18       | - 4,044.68           | - 284.50                 |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 857.770   | 01/31/17  | 1.00                | 857.77         | - 922.67             | - 64.90                  |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 2,385.060 | 02/28/17  | 1.00                | 2,385.06       | - 2,565.51           | - 180.45                 |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 1,141.160 | 03/31/17  | 1.00                | 1,141.16       | - 1,227.50           | - 86.34                  |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 2,603.530 | 04/30/17  | 1.00                | 2,603.53       | - 2,800.51           | - 196.98                 |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-4493552 | 3,053.240 | 05/31/17  | 1.00                | 3,053.24       | - 3,284.25           | - 231.01                 |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-6814326 | 2,263.540 | 06/30/17  | 1.00                | 2,263.54       | - 2,434.80           | - 171.26                 |

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| Description                                                                         | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-6814326 | 2,264.710 | 07/31/17  | 1.00                | 2,264.71       | - 2,436.06           | - 171.35                 |
| FEDERAL NATL MTG ASSN<br>POOL AS7190<br>04.000% DUE 05/01/2046<br>20-75-079-6814326 | 1,869.650 | 08/31/17  | 1.00                | 1,869.65       | - 2,011.11           | - 141.46                 |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 1,854.970 | 09/30/16  | 1.00                | 1,854.97       | - 1,932.29           | - 77.32                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 2,443.130 | 10/31/16  | 1.00                | 2,443.13       | - 2,544.96           | - 101.83                 |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 1,825.710 | 11/30/16  | 1.00                | 1,825.71       | - 1,901.81           | - 76.10                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 1,548.130 | 12/31/16  | 1.00                | 1,548.13       | - 1,612.66           | - 64.53                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 1,114.260 | 01/31/17  | 1.00                | 1,114.26       | - 1,160.70           | - 46.44                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 804.730   | 02/28/17  | 1.00                | 804.73         | - 838.27             | - 33.54                  |

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|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 1,405.080 | 03/31/17  | 1.00                | 1,405.08       | - 1,463.64           | - 58.56                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 1,531.400 | 04/30/17  | 1.00                | 1,531.40       | - 1,595.23           | - 63.83                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-4493552 | 1,522.160 | 05/31/17  | 1.00                | 1,522.16       | - 1,585.60           | - 63.44                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-6814326 | 1,518.620 | 06/30/17  | 1.00                | 1,518.62       | - 1,581.92           | - 63.30                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-6814326 | 1,094.950 | 07/31/17  | 1.00                | 1,094.95       | - 1,140.59           | - 45.64                  |
| FEDERAL NATL MTG ASSN<br>POOL AT2016<br>03.000% DUE 04/01/2043<br>20-75-079-6814326 | 1,154.240 | 08/31/17  | 1.00                | 1,154.24       | - 1,202.35           | - 48.11                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 902.430   | 09/30/16  | 1.00                | 902.43         | - 955.76             | - 53.33                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 1,916.160 | 10/31/16  | 1.00                | 1,916.16       | - 2,029.41           | - 113.25                 |

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| Description                                                                         | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 1,633.530 | 11/30/16  | 1.00                | 1,633.53       | - 1,730.07           | - 96.54                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 754.420   | 12/31/16  | 1.00                | 754.42         | - 799.01             | - 44.59                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 850.710   | 01/31/17  | 1.00                | 850.71         | - 900.99             | - 50.28                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 470.750   | 02/28/17  | 1.00                | 470.75         | - 498.57             | - 27.82                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 1,495.300 | 03/31/17  | 1.00                | 1,495.30       | - 1,583.67           | - 88.37                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 1,063.680 | 04/30/17  | 1.00                | 1,063.68       | - 1,126.54           | - 62.86                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-4493552 | 1,458.480 | 05/31/17  | 1.00                | 1,458.48       | - 1,544.68           | - 86.20                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-6814326 | 425.300   | 06/30/17  | 1.00                | 425.30         | - 450.44             | - 25.14                  |

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| Description                                                                          | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-6814326  | 1,121     | 07/31/17  | 1.00                | 1,121.00       | - 1,187.25           | - 66.25                  |
| FEDERAL NATL MTG ASSN<br>POOL AT5916<br>03.500% DUE 06/01/2043<br>20-75-079-6814326  | 885.810   | 08/31/17  | 1.00                | 885.81         | - 938.16             | - 52.35                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 1,166.860 | 09/30/16  | 1.00                | 1,166.86       | - 1,244.01           | - 77.15                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 1,881.280 | 10/31/16  | 1.00                | 1,881.28       | - 2,005.67           | - 124.39                 |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 372.160   | 11/30/16  | 1.00                | 372.16         | - 396.77             | - 24.61                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 593.240   | 12/31/16  | 1.00                | 593.24         | - 632.47             | - 39.23                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 781.180   | 01/31/17  | 1.00                | 781.18         | - 832.83             | - 51.65                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 577.790   | 02/28/17  | 1.00                | 577.79         | - 615.99             | - 38.20                  |

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| Description                                                                          | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 773.150   | 03/31/17  | 1.00                | 773.15         | - 824.27             | - 51.12                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 1,338.800 | 04/30/17  | 1.00                | 1,338.80       | - 1,427.32           | - 88.52                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-4493552 | 1,263.710 | 05/31/17  | 1.00                | 1,263.71       | - 1,347.27           | - 83.56                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-6814326 | 1,222.220 | 06/30/17  | 1.00                | 1,222.22       | - 1,303.03           | - 80.81                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-6814326 | 544.880   | 07/31/17  | 1.00                | 544.88         | - 580.91             | - 36.03                  |
| FEDERAL NATL MTG ASSN<br>POOL #AS0765<br>03.500% DUE 10/01/2028<br>20-75-079-6814326 | 1,374.140 | 08/31/17  | 1.00                | 1,374.14       | - 1,465.00           | - 90.86                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552  | 1,454.800 | 09/30/16  | 1.00                | 1,454.80       | - 1,539.86           | - 85.06                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552  | 1,596.580 | 10/31/16  | 1.00                | 1,596.58       | - 1,689.93           | - 93.35                  |

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| Description                                                                         | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552 | 1,721.330 | 11/30/16  | 1.00                | 1,721.33       | - 1,821.98           | - 100.65                 |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552 | 876.240   | 12/31/16  | 1.00                | 876.24         | - 927.47             | - 51.23                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552 | 498.320   | 01/31/17  | 1.00                | 498.32         | - 527.46             | - 29.14                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552 | 550.960   | 02/28/17  | 1.00                | 550.96         | - 583.17             | - 32.21                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552 | 779.630   | 03/31/17  | 1.00                | 779.63         | - 825.22             | - 45.59                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552 | 476.120   | 04/30/17  | 1.00                | 476.12         | - 503.96             | - 27.84                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-4493552 | 673.600   | 05/31/17  | 1.00                | 673.60         | - 712.99             | - 39.39                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-6814326 | 740.590   | 06/30/17  | 1.00                | 740.59         | - 783.89             | - 43.30                  |



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| Description                                                                          | Quantity   | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|------------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-6814326  | 607.800    | 07/31/17  | 1.00                | 607.80         | - 643.34             | - 35.54                  |
| FEDERAL NATL MTG ASSN<br>POOL AU3746<br>03.500% DUE 08/01/2043<br>20-75-079-6814326  | 604.330    | 08/31/17  | 1.00                | 604.33         | - 639.67             | - 35.34                  |
| FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>20-75-079-4493552 | 291.190    | 09/30/16  | 1.00                | 291.19         | - 326.49             | - 35.30                  |
| FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>20-75-079-4493552 | 234.770    | 10/31/16  | 1.00                | 234.77         | - 263.23             | - 28.46                  |
| FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>20-75-079-4493552 | 255.510    | 11/30/16  | 1.00                | 255.51         | - 286.48             | - 30.97                  |
| FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>20-75-079-4493552 | 294.610    | 12/31/16  | 1.00                | 294.61         | - 330.32             | - 35.71                  |
| FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>20-75-079-4493552 | 236.390    | 01/31/17  | 1.00                | 236.39         | - 265.04             | - 28.65                  |
| FEDERAL NATL MTG ASSN<br>POOL #745755<br>05.000% DUE 12/01/2035<br>20-75-079-4493552 | 12,150.200 | 02/23/17  | 109.88              | 13,350.53      | - 13,622.92          | - 272.39                 |

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| Description                                                                          | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 490.400   | 09/30/16  | 1.00                | 490.40         | - 528.47             | - 38.07                  |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 1,474.630 | 10/31/16  | 1.00                | 1,474.63       | - 1,589.12           | - 114.49                 |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 993.360   | 11/30/16  | 1.00                | 993.36         | - 1,070.48           | - 77.12                  |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 714.960   | 12/31/16  | 1.00                | 714.96         | - 770.47             | - 55.51                  |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 611.260   | 01/31/17  | 1.00                | 611.26         | - 658.72             | - 47.46                  |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 376.960   | 02/28/17  | 1.00                | 376.96         | - 406.23             | - 29.27                  |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 274.940   | 03/31/17  | 1.00                | 274.94         | - 296.29             | - 21.35                  |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 71.320    | 04/30/17  | 1.00                | 71.32          | - 76.86              | - 5.54                   |

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| Description                                                                          | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-4493552 | 472.340   | 05/31/17  | 1.00                | 472.34         | - 509.01             | - 36.67                  |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-6814326 | 275.350   | 06/30/17  | 1.00                | 275.35         | - 296.73             | - 21.38                  |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-6814326 | 97.150    | 07/31/17  | 1.00                | 97.15          | - 104.69             | - 7.54                   |
| FEDERAL NATL MTG ASSN<br>POOL #AB3026<br>04.000% DUE 05/01/2041<br>20-75-079-6814326 | 71.870    | 08/31/17  | 1.00                | 71.87          | - 77.45              | - 5.58                   |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 119.970   | 09/30/16  | 1.00                | 119.97         | - 131.51             | - 11.54                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 73.820    | 10/31/16  | 1.00                | 73.82          | - 80.92              | - 7.10                   |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 355.360   | 11/30/16  | 1.00                | 355.36         | - 389.54             | - 34.18                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 1,153.130 | 12/31/16  | 1.00                | 1,153.13       | - 1,264.04           | - 110.91                 |

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| Description                                                                          | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 447.850  | 01/31/17  | 1.00                | 447.85         | - 490.92             | - 43.07                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 465.740  | 02/28/17  | 1.00                | 465.74         | - 510.53             | - 44.79                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 715.650  | 03/31/17  | 1.00                | 715.65         | - 784.48             | - 68.83                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 333.320  | 04/30/17  | 1.00                | 333.32         | - 365.38             | - 32.06                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-4493552 | 883.490  | 05/31/17  | 1.00                | 883.49         | - 968.46             | - 84.97                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-6814326 | 433.160  | 06/30/17  | 1.00                | 433.16         | - 474.82             | - 41.66                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-6814326 | 517.070  | 07/31/17  | 1.00                | 517.07         | - 566.80             | - 49.73                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0562<br>04.500% DUE 10/01/2040<br>20-75-079-6814326 | 719.590  | 08/31/17  | 1.00                | 719.59         | - 788.80             | - 69.21                  |

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| Description                                                                          | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 1,087.860 | 09/30/16  | 1.00                | 1,087.86       | - 1,172.28           | - 84.42                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 775.820   | 10/31/16  | 1.00                | 775.82         | - 836.02             | - 60.20                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 721.510   | 11/30/16  | 1.00                | 721.51         | - 777.50             | - 55.99                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 645.040   | 12/31/16  | 1.00                | 645.04         | - 695.10             | - 50.06                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 145.880   | 01/31/17  | 1.00                | 145.88         | - 157.20             | - 11.32                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 479.020   | 02/28/17  | 1.00                | 479.02         | - 516.19             | - 37.17                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 199.210   | 03/31/17  | 1.00                | 199.21         | - 214.67             | - 15.46                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 140.310   | 04/30/17  | 1.00                | 140.31         | - 151.20             | - 10.89                  |

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| Description                                                                          | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-4493552 | 244.380   | 05/31/17  | 1.00                | 244.38         | - 263.34             | - 18.96                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-6814326 | 715.020   | 06/30/17  | 1.00                | 715.02         | - 770.51             | - 55.49                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-6814326 | 219.650   | 07/31/17  | 1.00                | 219.65         | - 236.69             | - 17.04                  |
| FEDERAL NATL MTG ASSN<br>POOL #MA0855<br>04.000% DUE 08/01/2041<br>20-75-079-6814326 | 210.740   | 08/31/17  | 1.00                | 210.74         | - 227.09             | - 16.35                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552  | 1,660.970 | 09/30/16  | 1.00                | 1,660.97       | - 1,745.75           | - 84.78                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552  | 1,863.440 | 10/31/16  | 1.00                | 1,863.44       | - 1,958.55           | - 95.11                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552  | 941.280   | 11/30/16  | 1.00                | 941.28         | - 989.32             | - 48.04                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552  | 452.150   | 12/31/16  | 1.00                | 452.15         | - 475.23             | - 23.08                  |

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| Description                                                                         | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552 | 652.520   | 01/31/17  | 1.00                | 652.52         | - 685.82             | - 33.30                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552 | 520.690   | 02/28/17  | 1.00                | 520.69         | - 547.27             | - 26.58                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552 | 494.310   | 03/31/17  | 1.00                | 494.31         | - 519.54             | - 25.23                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552 | 417.960   | 04/30/17  | 1.00                | 417.96         | - 439.29             | - 21.33                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-4493552 | 748.060   | 05/31/17  | 1.00                | 748.06         | - 786.24             | - 38.18                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-6814326 | 1,350.890 | 06/30/17  | 1.00                | 1,350.89       | - 1,419.84           | - 68.95                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-6814326 | 708.210   | 07/31/17  | 1.00                | 708.21         | - 744.36             | - 36.15                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2498<br>03.000% DUE 01/01/2031<br>20-75-079-6814326 | 1,067.310 | 08/31/17  | 1.00                | 1,067.31       | - 1,121.79           | - 54.48                  |

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| Description                                                                         | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552 | 968.760   | 09/30/16  | 1.00                | 968.76         | - 1,043.25           | - 74.49                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552 | 1,062.800 | 10/31/16  | 1.00                | 1,062.80       | - 1,144.52           | - 81.72                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552 | 1,255.160 | 11/30/16  | 1.00                | 1,255.16       | - 1,351.67           | - 96.51                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552 | 463.870   | 12/31/16  | 1.00                | 463.87         | - 499.54             | - 35.67                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552 | 1,014     | 01/31/17  | 1.00                | 1,014.00       | - 1,091.97           | - 77.97                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552 | 613.220   | 02/28/17  | 1.00                | 613.22         | - 660.37             | - 47.15                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552 | 235.260   | 03/31/17  | 1.00                | 235.26         | - 253.35             | - 18.09                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552 | 99.140    | 04/30/17  | 1.00                | 99.14          | - 106.76             | - 7.62                   |



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| Description                                                                          | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-4493552  | 814.970   | 05/31/17  | 1.00                | 814.97         | - 877.63             | - 62.66                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-6814326  | 851.050   | 06/30/17  | 1.00                | 851.05         | - 916.49             | - 65.44                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-6814326  | 805.130   | 07/31/17  | 1.00                | 805.13         | - 867.04             | - 61.91                  |
| FEDERAL NATL MTG ASSN<br>POOL MA2595<br>04.000% DUE 04/01/2046<br>20-75-079-6814326  | 966.010   | 08/31/17  | 1.00                | 966.01         | - 1,040.29           | - 74.28                  |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 793.030   | 09/30/16  | 1.00                | 793.03         | - 852.67             | - 59.64                  |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 694.570   | 10/31/16  | 1.00                | 694.57         | - 746.81             | - 52.24                  |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 452.190   | 11/30/16  | 1.00                | 452.19         | - 486.20             | - 34.01                  |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 1,820.180 | 12/31/16  | 1.00                | 1,820.18       | - 1,957.08           | - 136.90                 |

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| Description                                                                          | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 592.490   | 01/31/17  | 1.00                | 592.49         | - 637.05             | - 44.56                  |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 1,052.630 | 02/28/17  | 1.00                | 1,052.63       | - 1,131.80           | - 79.17                  |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 108.340   | 03/31/17  | 1.00                | 108.34         | - 116.49             | - 8.15                   |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 107.860   | 04/30/17  | 1.00                | 107.86         | - 115.97             | - 8.11                   |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-4493552 | 362.700   | 05/31/17  | 1.00                | 362.70         | - 389.98             | - 27.28                  |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-6814326 | 442.100   | 06/30/17  | 1.00                | 442.10         | - 475.35             | - 33.25                  |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-6814326 | 1,715.340 | 07/31/17  | 1.00                | 1,715.34       | - 1,844.35           | - 129.01                 |
| FEDERAL NATL MTG ASSN<br>POOL #AE6392<br>04.000% DUE 02/01/2041<br>20-75-079-6814326 | 479.090   | 08/31/17  | 1.00                | 479.09         | - 515.12             | - 36.03                  |
| USA TREASURY BD<br>05.500% DUE 08/15/2028<br>20-75-079-6814326                       | 15,000    | 08/21/17  | 131.74              | 19,761.33      | - 19,491.21          | 270.12                   |

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| Description                                                       | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| USA TREASURY BD<br>05.500% DUE 08/15/2028<br>20-75-079-6814326    | 40,000   | 09/13/17  | 131.61              | 52,642.19      | - 52,070.85          | 571.34                   |
| USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>20-75-079-4493552  | 30,000   | 02/24/17  | 114.01              | 34,203.52      | - 38,544.30          | - 4,340.78               |
| USA TREASURY NOTES<br>03.75% DUE 08/15/2041<br>20-75-079-6814326  | 30,000   | 07/05/17  | 116.77              | 35,032.03      | - 38,544.30          | - 3,512.27               |
| USA TREASURY NOTES<br>02.500% DUE 02/15/2045<br>20-75-079-6814326 | 150,000  | 07/18/17  | 93.17               | 139,757.81     | - 146,701.74         | - 6,943.93               |
| USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>20-75-079-4493552 | 20,000   | 01/10/17  | 90.55               | 18,110.94      | - 20,700.00          | - 2,589.06               |
| USA TREASURY NOTES<br>02.500% DUE 05/15/2046<br>20-75-079-6814326 | 55,000   | 09/28/17  | 92.68               | 50,971.68      | - 56,925.00          | - 5,953.32               |
| USA TREASURY NOTES<br>00.625% DUE 12/15/2016<br>20-75-079-4493552 | 100,000  | 10/27/16  | 100.05              | 100,046.88     | - 100,071.00         | - 24.12                  |
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 25,000   | 11/08/16  | 101.25              | 25,313.47      | - 25,374.00          | - 60.53                  |
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 130,000  | 11/30/16  | 100.74              | 130,964.85     | - 131,944.80         | - 979.95                 |
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 100,000  | 01/06/17  | 100.54              | 100,539.06     | - 101,496.00         | - 956.94                 |
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 25,000   | 01/13/17  | 100.54              | 25,133.79      | - 25,374.00          | - 240.21                 |

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| Description                                                       | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 40,000   | 01/31/17  | 100.59              | 40,235.94      | - 40,311.86          | - 75.92                  |
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 15,000   | 02/17/17  | 100.59              | 15,087.89      | - 15,116.95          | - 29.06                  |
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 70,000   | 02/24/17  | 100.68              | 70,475.78      | - 70,545.75          | - 69.97                  |
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 25,000   | 03/30/17  | 100.46              | 25,114.26      | - 25,194.91          | - 80.65                  |
| USA TREASURY NOTES<br>01.500% DUE 12/31/2018<br>20-75-079-4493552 | 35,000   | 04/28/17  | 100.44              | 35,153.13      | - 35,272.87          | - 119.74                 |
| USA TREASURY NOTES<br>02.750% DUE 02/15/2024<br>20-75-079-4493552 | 40,000   | 02/24/17  | 103.88              | 41,553.12      | - 43,646.80          | - 2,093.68               |
| USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>20-75-079-4493552 | 10,000   | 02/17/17  | 100.97              | 10,097.27      | - 10,359.39          | - 262.12                 |
| USA TREASURY NOTES<br>02.000% DUE 02/28/2021<br>20-75-079-6814326 | 80,000   | 08/21/17  | 101.52              | 81,212.50      | - 82,875.08          | - 1,662.58               |
| USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>20-75-079-6814326 | 50,000   | 08/16/17  | 101.96              | 50,978.52      | - 53,273.50          | - 2,294.98               |
| USA TREASURY NOTES<br>02.375% DUE 08/15/2024<br>20-75-079-6814326 | 45,000   | 08/31/17  | 102.76              | 46,242.77      | - 47,946.15          | - 1,703.38               |
| USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>20-75-079-4493552 | 140,000  | 03/01/17  | 100.69              | 140,967.97     | - 141,263.28         | - 295.31                 |

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|-------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| USA TREASURY NOTES<br>02.125% DUE 09/30/2021<br>20-75-079-6814326 | 35,000   | 07/05/17  | 101.21              | 35,425.20      | - 35,066.99          | 358.21                   |
| USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>20-75-079-4493552 | 110,000  | 01/31/17  | 100.22              | 110,244.93     | - 111,426.57         | - 1,181.64               |
| USA TREASURY NOTES<br>01.500% DUE 10/31/2019<br>20-75-079-4493552 | 5,000    | 02/17/17  | 100.24              | 5,011.91       | - 5,064.84           | - 52.93                  |
| USA TREASURY NOTES<br>02.250% DUE 11/15/2024<br>20-75-079-4493552 | 5,000    | 01/10/17  | 99.81               | 4,990.43       | - 5,279.10           | - 288.67                 |
| USA TREASURY NOTES<br>02.250% DUE 11/15/2024<br>20-75-079-4493552 | 30,000   | 02/24/17  | 100.07              | 30,022.27      | - 31,674.60          | - 1,652.33               |
| USA TREASURY NOTES<br>01.000% DUE 12/15/2017<br>20-75-079-4493552 | 155,000  | 10/27/16  | 100.29              | 155,448.04     | - 155,551.80         | - 103.76                 |
| USA TREASURY NOTES<br>01.000% DUE 12/15/2017<br>20-75-079-4493552 | 80,000   | 11/30/16  | 100.11              | 80,087.50      | - 80,284.80          | - 197.30                 |
| USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>20-75-079-4493552  | 15,000   | 05/15/17  | 100.54              | 15,080.86      | - 15,001.17          | 79.69                    |
| USA TREASURY NOTE<br>01.625% DUE 12/31/2019<br>20-75-079-6814326  | 125,000  | 07/05/17  | 100.32              | 125,395.51     | - 125,009.76         | 385.75                   |
| USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>20-75-079-4493552 | 25,000   | 03/21/17  | 98.97               | 24,743.17      | - 24,588.87          | 154.30                   |
| USA TREASURY NOTES<br>02.250% DUE 11/15/2025<br>20-75-079-6814326 | 20,000   | 07/06/17  | 99.52               | 19,903.91      | - 19,671.09          | 232.82                   |

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| Description                                                       | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| USA TREASURY NOTES<br>01.875% DUE 08/31/2017<br>20-75-079-4493552 | 20,000   | 01/06/17  | 100.74              | 20,147.66      | - 20,166.41          | - 18.75                  |
| USA TREASURY NOTES<br>02.625% DUE 11/15/2020<br>20-75-079-4493552 | 340,000  | 02/24/17  | 103.61              | 352,285.15     | - 360,944.00         | - 8,658.85               |
| USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-4493552 | 20,000   | 01/10/17  | 93.95               | 18,789.85      | - 19,064.22          | - 274.37                 |
| USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-4493552 | 25,000   | 02/14/17  | 93.12               | 23,279.30      | - 23,830.27          | - 550.97                 |
| USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-6814326 | 105,000  | 09/01/17  | 96.27               | 101,083.01     | - 100,087.16         | 995.85                   |
| USA TREASURY NOTES<br>01.625% DUE 02/15/2026<br>20-75-079-6814326 | 105,000  | 09/07/17  | 97.10               | 101,956.64     | - 102,030.47         | - 73.83                  |
| USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-4493552 | 305,000  | 02/24/17  | 101.41              | 309,312.88     | - 315,946.23         | - 6,633.35               |
| USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-4493552 | 65,000   | 04/21/17  | 101.92              | 66,246.68      | - 67,332.80          | - 1,086.12               |
| USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-6814326 | 150,000  | 08/21/17  | 101.88              | 152,812.50     | - 154,997.73         | - 2,185.23               |
| USA TREASURY NOTES<br>02.125% DUE 08/15/2021<br>20-75-079-6814326 | 120,000  | 08/30/17  | 102.01              | 122,409.37     | - 123,998.18         | - 1,588.81               |
| USA TREASURY NOTES<br>00.875% DUE 11/30/2016<br>20-75-079-4493552 | 140,000  | 10/27/16  | 100.05              | 140,076.57     | - 140,151.20         | - 74.63                  |

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|-------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-4493552                                     | 20,000   | 10/11/16  | 98.76               | 19,752.34      | - 20,026.60          | - 274.26                 |
| USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-4493552                                     | 25,000   | 01/24/17  | 93.14               | 23,286.13      | - 24,229.32          | - 943.19                 |
| USA TREASURY NOTES<br>01.625% DUE 05/15/2026<br>20-75-079-6814326                                     | 100,000  | 09/07/17  | 96.97               | 96,972.66      | - 96,917.28          | 55.38                    |
| USA TREASURY NOTES<br>TREASURY INFLATION PROTECTN SECS<br>00.125% DUE 01/15/2022<br>20-75-079-6814326 | 65,000   | 07/17/17  | 108.05              | 70,234.59      | - 70,563.54          | - 328.95                 |
| USA TREASURY NOTES<br>00.625% DUE 05/31/2017<br>20-75-079-4493552                                     | 25,000   | 02/24/17  | 100.03              | 25,006.84      | - 25,005.00          | 1.84                     |
| USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>20-75-079-4493552                                     | 40,000   | 11/08/16  | 100.91              | 40,365.62      | - 40,722.00          | - 356.38                 |
| USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>20-75-079-4493552                                     | 10,000   | 01/10/17  | 97.93               | 9,792.58       | - 10,180.50          | - 387.92                 |
| USA TREASURY NOTES<br>01.625% DUE 08/15/2022<br>20-75-079-4493552                                     | 5,000    | 02/17/17  | 97.98               | 4,899.22       | - 5,090.25           | - 191.03                 |
| USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>20-75-079-4493552                                     | 25,000   | 03/07/17  | 100.80              | 25,200.19      | - 25,881.75          | - 681.56                 |
| USA TREASURY NOTES<br>02.000% DUE 07/31/2020<br>20-75-079-6814326                                     | 70,000   | 07/19/17  | 101.39              | 70,973.44      | - 72,468.90          | - 1,495.46               |
| USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>20-75-079-4493552                                     | 20,000   | 01/13/17  | 100.14              | 20,027.34      | - 20,525.80          | - 498.46                 |

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**US government securities**

| Description                                                       | Quantity | Sale date | Sale price per unit | Total proceeds        | Value last statement    | Net realized gain (loss) |
|-------------------------------------------------------------------|----------|-----------|---------------------|-----------------------|-------------------------|--------------------------|
| USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>20-75-079-4493552 | 10,000   | 02/17/17  | 100.31              | 10,030.86             | - 10,262.90             | - 232.04                 |
| USA TREASURY NOTES<br>01.750% DUE 10/31/2020<br>20-75-079-6814326 | 70,000   | 08/07/17  | 100.59              | 70,412.89             | - 71,840.30             | - 1,427.41               |
| USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-4493552 | 35,000   | 11/16/16  | 99.60               | 34,860.55             | - 36,591.45             | - 1,730.90               |
| USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-4493552 | 40,000   | 11/18/16  | 98.77               | 39,507.81             | - 41,818.80             | - 2,310.99               |
| USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-4493552 | 85,000   | 03/09/17  | 97.07               | 82,509.76             | - 88,864.95             | - 6,355.19               |
| USA TREASURY NOTES<br>02.125% DUE 05/15/2025<br>20-75-079-6814326 | 25,000   | 08/09/17  | 100.08              | 25,019.53             | - 26,136.75             | - 1,117.22               |
| <b>Total US government securities</b>                             |          |           |                     | <b>\$4,576,960.66</b> | <b>- \$4,682,544.35</b> | <b>- \$105,583.69</b>    |

**Corporate debt**

| Description                                                                               | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>20-75-079-4493552 | 25,000   | 02/23/17  | 101.66              | 25,415.50      | - 26,762.50          | - 1,347.00               |
| AT&T INC<br>CALL 12/11/2023 @ 100.000 UNSC<br>03.900% DUE 03/11/2024<br>20-75-079-6814326 | 30,000   | 07/20/17  | 103.31              | 30,992.70      | - 32,115.00          | - 1,122.30               |



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| Description                                                                                            | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>20-75-079-4493552   | 10,000   | 02/23/17  | 99.91               | 9,990.60       | - 9,934.25           | 56.35                    |
| ABBOTT LABORATORIES<br>CALL 08/30/2026 @ 100.000 UNSC<br>03.750% DUE 11/30/2026<br>20-75-079-6814326   | 30,000   | 07/20/17  | 103.11              | 30,933.90      | - 29,802.76          | 1,131.14                 |
| AKAMAI TECHNOLOGIES INC<br>CONV<br>ZERO % DUE 02/15/2019<br>20-75-079-3620912                          | 21,000   | 07/26/17  | 97.55               | 20,485.50      | - 21,232.53          | - 747.03                 |
| ALZA CORP SUB DEBENTURES<br>CONV CALL 06/16/2005 @ 100<br>ZERO COUPON 07/28/2020<br>20-75-079-3620912  | 8,000    | 10/19/16  | 157.39              | 12,591.48      | - 12,975.04          | - 383.56                 |
| AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>20-75-079-4493552                | 40,000   | 02/23/17  | 100.90              | 40,359.20      | - 40,816.40          | - 457.20                 |
| AMERICAN EXPRESS CREDIT<br>SER GMTN UNSC<br>02.250% DUE 08/15/2019<br>20-75-079-6814326                | 20,000   | 07/05/17  | 100.80              | 20,159.00      | - 20,408.20          | - 249.20                 |
| AMERICAN EXPRESS CREDIT ACCOUN<br>SERIES 2014 3 CLASS A<br>01.490% DUE 04/15/2020<br>20-75-079-4493552 | 100,000  | 02/10/17  | 100.18              | 100,183.60     | - 100,418.00         | - 234.40                 |
| AMERICAN REALTY CAP PROP<br>CONV<br>03.750% DUE 12/15/2020<br>20-75-079-3620912                        | 16,000   | 01/24/17  | 99.75               | 15,960.00      | - 16,340.00          | - 380.00                 |

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**Corporate debt**

| Description                                                                                               | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>20-75-079-4493552                | 10,000   | 02/23/17  | 97.41               | 9,740.90       | - 10,504.20          | - 763.30                 |
| AMGEN INC<br>CALL 11/01/2044 @ 100.000 UNSC<br>04.400% DUE 05/01/2045<br>20-75-079-6814326                | 20,000   | 07/20/17  | 106.74              | 21,347.20      | - 21,008.40          | 338.80                   |
| AMGEN INC<br>CALL 04/11/2022 UNSC<br>02.650% DUE 05/11/2022<br>20-75-079-6814326                          | 15,000   | 07/20/17  | 100.98              | 15,146.55      | - 15,033.00          | 113.55                   |
| ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>20-75-079-4493552 | 10,000   | 02/23/17  | 106.77              | 10,676.50      | - 10,602.40          | 74.10                    |
| ANHEUSER-BUSCH INBEV FIN<br>CALL 08/01/2035 @ 100.000 COGT<br>04.700% DUE 02/01/2036<br>20-75-079-6814326 | 30,000   | 07/20/17  | 111.52              | 33,457.20      | - 31,807.20          | 1,650.00                 |
| APPLE INC<br>UNSC<br>02.400% DUE 05/03/2023<br>20-75-079-6814326                                          | 30,000   | 07/06/17  | 98.81               | 29,642.70      | - 30,544.50          | - 901.80                 |
| BB&T CORP<br>SUB NT<br>05.250% DUE 11/01/2019<br>20-75-079-6814326                                        | 45,000   | 07/05/17  | 107.03              | 48,165.30      | - 49,767.75          | - 1,602.45               |
| BP CAPITAL MARKETS PLC<br>SEDOL ISIN US05565QDA31<br>03.506% DUE 03/17/2025<br>20-75-079-6814326          | 30,000   | 07/25/17  | 102.80              | 30,840.30      | - 31,799.40          | - 959.10                 |

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**Corporate debt**

| Description                                                                                             | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|---------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| BANK OF AMERICA<br>NOTES<br>05.650% DUE 05/01/2018<br>20-75-079-6814326                                 | 65,000   | 07/05/17  | 103.02              | 66,959.75      | - 68,950.05          | - 1,990.30               |
| BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>20-75-079-4493552                        | 25,000   | 02/23/17  | 105.22              | 26,304.00      | - 28,384.00          | - 2,080.00               |
| BERKSHIRE HATHAWAY FIN<br>COM GTD<br>04.400% DUE 05/15/2042<br>20-75-079-6814326                        | 40,000   | 09/07/17  | 110.62              | 44,248.80      | - 45,414.40          | - 1,165.60               |
| BROADSOFT INC<br>CONV<br>01.500% DUE 07/01/2018<br>20-75-079-3620912                                    | 12,000   | 01/09/17  | 115.25              | 13,830.36      | - 14,730.00          | - 899.64                 |
| BURLINGTN NORTH SANTA FE<br>SR UNSCED CALL 12/15/21 @100<br>03.050% DUE 03/15/2022<br>20-75-079-6814326 | 50,000   | 07/06/17  | 102.76              | 51,378.50      | - 52,790.50          | - 1,412.00               |
| CBS CORP<br>CALL 10/15/2025 @ 100.000 COGT<br>04.000% DUE 01/15/2026<br>20-75-079-6814326               | 10,000   | 07/06/17  | 102.98              | 10,297.60      | - 10,319.20          | - 21.60                  |
| CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>20-75-079-4493552       | 5,000    | 02/23/17  | 103.09              | 5,154.40       | - 5,148.70           | 5.70                     |
| CVS HEALTH CORP<br>SER 7YR CALL 05/20/22 @100 UNSC<br>03.500% DUE 07/20/2022<br>20-75-079-6814326       | 10,000   | 07/06/17  | 103.71              | 10,370.50      | - 10,297.40          | 73.10                    |

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| Description                                                                                     | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| CAPITAL ONE FINANCIAL CO<br>CALL 02/09/2027 UNSC<br>03.750% DUE 03/09/2027<br>20-75-079-6814326 | 35,000   | 07/06/17  | 99.31               | 34,758.50      | - 35,140.70          | - 382.20                 |
| CARDTRONICS INC<br>CONV<br>01.000% DUE 12/01/2020<br>20-75-079-3620912                          | 10,000   | 06/20/17  | 95.60               | 9,559.68       | - 10,525.00          | - 965.32                 |
| CARNIVAL CORP<br>SEDOL ISIN US143658BA91<br>03.950% DUE 10/15/2020<br>20-75-079-6814326         | 25,000   | 07/06/17  | 105.38              | 26,343.75      | - 26,352.00          | - 8.25                   |
| CIENA CORP<br>CONV<br>04.000% DUE 12/15/2020<br>20-75-079-3620912                               | 8,000    | 08/31/17  | 132.60              | 10,607.71      | - 10,700.00          | - 92.29                  |
| CITIGROUP INC<br>SUB<br>05.500% DUE 09/13/2025<br>20-75-079-4493552                             | 10,000   | 02/23/17  | 109.99              | 10,999.40      | - 11,404.40          | - 405.00                 |
| CITIGROUP INC<br>UNSC<br>02.050% DUE 12/07/2018<br>20-75-079-6814326                            | 25,000   | 07/05/17  | 99.95               | 24,988.50      | - 25,079.00          | - 90.50                  |
| CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>20-75-079-4493552                           | 10,000   | 02/23/17  | 100.72              | 10,072.30      | - 9,993.20           | 79.10                    |
| CITIGROUP INC<br>SR UNSEC<br>VAR% DUE 01/10/2028<br>20-75-079-6814326                           | 15,000   | 07/06/17  | 101.21              | 15,182.10      | - 14,989.80          | 192.30                   |

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| Description                                                                                          | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| CITRIX SYS INC<br>CONV<br>00.500% DUE 04/15/2019<br>20-75-079-3620912                                | 19,000   | 08/03/17  | 116.97              | 22,223.65      | - 21,481.97          | 741.68                   |
| CLOVIS ONCOLOGY INC<br>CONV<br>02.500% DUE 09/15/2021<br>20-75-079-3620912                           | 3,000    | 06/19/17  | 163.69              | 4,910.80       | - 3,402.04           | 1,508.76                 |
| COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>20-75-079-4493552                                  | 10,000   | 02/23/17  | 103.33              | 10,332.50      | - 10,938.60          | - 606.10                 |
| COMCAST CORP<br>COGT<br>03.600% DUE 03/01/2024<br>20-75-079-6814326                                  | 55,000   | 07/06/17  | 104.39              | 57,413.40      | - 60,162.30          | - 2,748.90               |
| CONOCOPHILLIPS<br>BONDS<br>05.200% DUE 05/15/2018<br>20-75-079-4493552                               | 65,000   | 02/23/17  | 104.17              | 67,709.20      | - 68,684.85          | - 975.65                 |
| CONSUMERS ENERGY CO<br>SER B SECR<br>06.875% DUE 03/01/2018<br>20-75-079-6814326                     | 15,000   | 09/12/17  | 6.88                | 15,381.39      | - 15,487.50          | - 106.11                 |
| CORNERSTONE ONDEMAND INC<br>CONV<br>01.500% DUE 07/01/2018<br>20-75-079-3620912                      | 19,000   | 04/19/17  | 101.63              | 19,308.75      | - 20,710.00          | - 1,401.25               |
| CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>20-75-079-4493552 | 5,000    | 02/23/17  | 107.52              | 5,376.10       | - 5,383.65           | - 7.55                   |

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| Description                                                                                               | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| CREDIT SUISSE SUB NOTES<br>ISIN US22546 SEDOL B5PGKF2<br>05.400% DUE 01/14/2020<br>20-75-079-6814326      | 15,000   | 07/24/17  | 107.46              | 16,119.15      | - 16,150.95          | - 31.80                  |
| DEERE & CO<br>NTS<br>04.375% DUE 10/16/2019<br>20-75-079-4493552                                          | 55,000   | 02/23/17  | 106.51              | 58,578.85      | - 59,891.15          | - 1,312.30               |
| DIGITAL REALTY TRUST LP<br>CO GUARNT<br>05.250% DUE 03/15/2021<br>20-75-079-4493552                       | 30,000   | 10/19/16  | 112.26              | 33,678.00      | - 33,542.40          | 135.60                   |
| WALT DISNEY COMPANY<br>NTS<br>05.500% DUE 03/15/2019<br>20-75-079-4493552                                 | 60,000   | 02/23/17  | 107.90              | 64,741.80      | - 66,178.80          | - 1,437.00               |
| DYCOM INDUSTRIES INC<br>CONV<br>00.750% DUE 09/15/2021<br>20-75-079-3620912                               | 16,000   | 08/24/17  | 107.25              | 17,160.00      | - 17,908.00          | - 748.00                 |
| ECHO GLOBAL LOGISTICS<br>CONV<br>02.500% DUE 05/01/2020<br>20-75-079-3620912                              | 12,000   | 02/14/17  | 97.65               | 11,718.41      | - 11,295.00          | 423.41                   |
| ELECTRONICS FOR IMAGING<br>CONV<br>00.750% DUE 09/01/2019<br>20-75-079-3620912                            | 18,000   | 08/24/17  | 95.53               | 17,194.77      | - 19,912.50          | - 2,717.73               |
| ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>20-75-079-4493552 | 10,000   | 02/23/17  | 99.83               | 9,982.80       | - 9,676.00           | 306.80                   |

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| Description                                                                                               | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| ENERGY TRANSFER PARTNERS<br>CALL 12/15/2024 @ 100.000 UNSC<br>04.050% DUE 03/15/2025<br>20-75-079-6814326 | 25,000   | 07/06/17  | 99.94               | 24,984.00      | - 24,190.00          | 794.00                   |
| ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>20-75-079-4493552                        | 15,000   | 02/23/17  | 102.65              | 15,397.50      | - 15,580.95          | - 183.45                 |
| ENTERPRISE PRODUCTS OPER<br>COM GTD<br>04.850% DUE 08/15/2042<br>20-75-079-6814326                        | 35,000   | 09/07/17  | 106.96              | 37,434.95      | - 36,355.55          | 1,079.40                 |
| EURONET WORLDWIDE INC<br>CONV<br>01.500% DUE 10/01/2044<br>20-75-079-3620912                              | 5,000    | 11/30/16  | 115.08              | 5,753.82       | - 6,293.75           | - 539.93                 |
| EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>20-75-079-4493552  | 10,000   | 02/23/17  | 94.72               | 9,471.80       | - 9,407.60           | 64.20                    |
| EXPRESS SCRIPTS HOLDING<br>CALL 12/01/2026 @ 100.000 COGT<br>03.400% DUE 03/01/2027<br>20-75-079-6814326  | 15,000   | 07/20/17  | 98.78               | 14,816.70      | - 14,111.40          | 705.30                   |
| FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>20-75-079-4493552                                         | 5,000    | 02/23/17  | 96.54               | 4,826.95       | - 5,145.00           | - 318.05                 |
| FEDEX CORP<br>COGT<br>03.900% DUE 02/01/2035<br>20-75-079-6814326                                         | 45,000   | 07/31/17  | 101.00              | 45,450.45      | - 46,305.00          | - 854.55                 |

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| Description                                                                                                  | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| FLORIDA POWER & LIGHT<br>1ST MORTGAGE<br>05.690% DUE 03/01/2040<br>20-75-079-4493552                         | 40,000   | 02/23/17  | 126.05              | 50,420.80      | - 54,058.40          | - 3,637.60               |
| GENERAL ELEC CAPT CORP<br>SUBORD<br>05.300% DUE 02/11/2021<br>20-75-079-6814326                              | 60,000   | 07/06/17  | 110.28              | 66,166.80      | - 68,749.20          | - 2,582.40               |
| GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>20-75-079-4493552         | 5,000    | 02/23/17  | 102.76              | 5,138.00       | - 5,382.65           | - 244.65                 |
| GILEAD SCIENCES INC<br>CALL 01/01/2024 @ 100.000 UNSC<br>03.700% DUE 04/01/2024<br>20-75-079-6814326         | 45,000   | 07/20/17  | 105.63              | 47,534.85      | - 48,443.85          | - 909.00                 |
| GOLDMAN SACHS GROUP INC<br>CALL 04/08/2024 @ 100.000 UNSC<br>03.850% DUE 07/08/2024<br>20-75-079-6814326     | 50,000   | 07/24/17  | 104.24              | 52,120.00      | - 53,087.00          | - 967.00                 |
| GOLDMAN SACHS GROUP INC<br>SR UNSEC<br>05.750% DUE 01/24/2022<br>20-75-079-6814326                           | 40,000   | 09/21/17  | 112.21              | 44,885.20      | - 44,953.60          | - 68.40                  |
| GOLDMAN SACHS GROUP INC<br>CALL 11/13/2019 UNSC<br>02.300% DUE 12/13/2019<br>20-75-079-4493552               | 30,000   | 02/23/17  | 100.17              | 30,050.70      | - 30,026.70          | 24.00                    |
| HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>20-75-079-4493552 | 10,000   | 02/23/17  | 108.91              | 10,891.00      | - 10,817.20          | 73.80                    |



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| Description                                                                                                  | Quantity  | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------------------------------|-----------|-----------|---------------------|----------------|----------------------|--------------------------|
| HSBC HOLDINGS PLC SR UNSEC<br>ISIN US404280AK50 SEDOL B61GQ88<br>05.100% DUE 04/05/2021<br>20-75-079-6814326 | 25,000    | 07/25/17  | 109.18              | 27,293.75      | - 27,043.00          | 250.75                   |
| HOLOGIC INC<br>CALL 12/15/2017 @ 121.020 UNSC<br>02.000% DUE 12/15/2043<br>20-75-079-3620912                 | 34,000    | 09/08/17  | 120.75              | 41,055.00      | - 41,692.50          | - 637.50                 |
| HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>20-75-079-4493552                      | 10,000    | 02/23/17  | 108.72              | 10,872.10      | - 11,139.80          | - 267.70                 |
| HOME DEPOT INC<br>SR UNSEC ST CONVENTION<br>04.400% DUE 04/01/2021<br>20-75-079-6814326                      | 45,000    | 07/06/17  | 107.65              | 48,440.70      | - 50,129.10          | - 1,688.40               |
| HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 1 CLASS A3<br>01.570% DUE 12/18/2019<br>20-75-079-6814326      | 1,483.390 | 09/18/17  | 1.00                | 1,483.39       | - 1,486.34           | - 2.95                   |
| HONDA AUTO RECEIVABLES OWNER T<br>SERIES 2016 2 CLASS A3<br>01.390% DUE 04/15/2020<br>20-75-079-6814326      | 70,000    | 08/16/17  | 99.52               | 69,664.00      | - 70,303.80          | - 639.80                 |
| INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>20-75-079-3620912                                       | 5,000     | 02/28/17  | 258.44              | 12,922.21      | - 9,769.20           | 3,153.01                 |
| INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>20-75-079-3620912                                       | 3,000     | 03/21/17  | 276.23              | 8,286.97       | - 5,861.52           | 2,425.45                 |

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| Description                                                                                 | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|---------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| INCYTE CORP LTD<br>CONV<br>00.375% DUE 11/15/2018<br>20-75-079-3620912                      | 4,000    | 04/26/17  | 239.52              | 9,580.75       | - 7,815.35           | 1,765.40                 |
| INTEGRA LIFESCIENCES CORP<br>SER 144A CONV<br>01.625% DUE 12/15/2016<br>20-75-079-3620912   | 12,000   | 10/31/16  | 151.02              | 18,122.17      | - 18,750.00          | - 627.83                 |
| INTEL CORP<br>JR SUB DEB CONV<br>03.250% DUE 08/01/2039<br>20-75-079-3620912                | 5,000    | 06/30/17  | 164.70              | 8,235.00       | - 9,143.75           | - 908.75                 |
| INTEL CORP<br>CALL 01/29/2045 @ 100.000 UNSC<br>04.900% DUE 07/29/2045<br>20-75-079-4493552 | 15,000   | 02/23/17  | 113.08              | 16,962.15      | - 17,892.15          | - 930.00                 |
| INTERDIGITAL INC<br>CONV<br>01.500% DUE 03/01/2020<br>20-75-079-3620912                     | 12,000   | 05/17/17  | 123.61              | 14,833.25      | - 14,640.00          | 193.25                   |
| INTERDIGITAL INC<br>CONV<br>01.500% DUE 03/01/2020<br>20-75-079-3620912                     | 12,000   | 07/12/17  | 121.36              | 14,562.86      | - 14,640.00          | - 77.14                  |
| IRONWOOD PHARMACEUTICALS<br>CONV<br>02.250% DUE 06/15/2022<br>20-75-079-3620912             | 13,000   | 08/15/17  | 115.66              | 15,035.32      | - 16,091.65          | - 1,056.33               |
| JP MORGAN CHASE & CO<br>NOTES<br>06.000% DUE 01/15/2018<br>20-75-079-6814326                | 60,000   | 07/24/17  | 102.02              | 61,209.00      | - 63,391.20          | - 2,182.20               |

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| Description                                                                                         | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| JOHNSON & JOHNSON<br>CALL 09/01/2035 @ 100.000 UNSC<br>03.550% DUE 03/01/2036<br>20-75-079-4493552  | 65,000   | 02/23/17  | 100.16              | 65,105.30      | - 72,114.90          | - 7,009.60               |
| J2 GLOBAL COMMUNICATIONS<br>CONV<br>03.250% DUE 06/15/2029<br>20-75-079-3620912                     | 11,000   | 07/07/17  | 134.87              | 14,835.70      | - 12,725.68          | 2,110.02                 |
| KENTUCKY UTILITIES<br>CALL 05/15/2043 @ 100.000 MORT<br>04.650% DUE 11/15/2043<br>20-75-079-6814326 | 40,000   | 07/31/17  | 110.89              | 44,355.60      | - 47,392.40          | - 3,036.80               |
| KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>20-75-079-4493552                  | 15,000   | 02/23/17  | 118.29              | 17,744.10      | - 17,028.90          | 715.20                   |
| KINDER MORGAN ENER PART<br>SR UNSEC<br>06.950% DUE 01/15/2038<br>20-75-079-6814326                  | 25,000   | 09/08/17  | 120.39              | 30,098.50      | - 28,381.50          | 1,717.00                 |
| KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>20-75-079-4493552      | 10,000   | 02/23/17  | 104.20              | 10,420.40      | - 10,840.00          | - 419.60                 |
| KROGER CO/THE<br>CALL 05/01/2023 @ 100.000 UNSC<br>03.850% DUE 08/01/2023<br>20-75-079-6814326      | 40,000   | 07/24/17  | 104.78              | 41,911.20      | - 43,360.00          | - 1,448.80               |
| LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>20-75-079-3620912                        | 5,000    | 04/26/17  | 239.64              | 11,981.76      | - 7,959.40           | 4,022.36                 |

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| Description                                                                                           | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>20-75-079-3620912                          | 2,000    | 07/26/17  | 275.95              | 5,519.09       | - 3,183.76           | 2,335.33                 |
| LAM RESEARCH CORP<br>SR UNSEC<br>01.250% DUE 05/15/2018<br>20-75-079-3620912                          | 5,000    | 08/09/17  | 255.81              | 12,790.33      | - 7,959.40           | 4,830.93                 |
| LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>20-75-079-4493552 | 10,000   | 02/23/17  | 94.71               | 9,471.10       | - 10,192.60          | - 721.50                 |
| LOCKHEED MARTIN CORP<br>CALL 09/01/2044 @ 100.000 UNSC<br>03.800% DUE 03/01/2045<br>20-75-079-6814326 | 25,000   | 07/31/17  | 97.97               | 24,492.25      | - 25,481.50          | - 989.25                 |
| LOWES COMPANIES INC<br>NOTES<br>05.800% DUE 04/15/2040<br>20-75-079-4493552                           | 45,000   | 05/04/17  | 128.95              | 58,027.95      | - 59,475.60          | - 1,447.65               |
| MEDTRONIC GLOBAL HLDINGS<br>SEDOL ISIN US58507LAC37<br>03.350% DUE 04/01/2027<br>20-75-079-6814326    | 25,000   | 07/20/17  | 103.21              | 25,803.50      | - 25,000.00          | 803.50                   |
| MENTOR GRAPHICS CORP<br>SUB DEBT CALL 4/5/16 @ 101.143<br>04.000% DUE 04/01/2031<br>20-75-079-3620912 | 9,000    | 10/19/16  | 144.99              | 13,048.97      | - 12,031.92          | 1,017.05                 |
| MENTOR GRAPHICS CORP<br>SUB DEBT CALL 4/5/16 @ 101.143<br>04.000% DUE 04/01/2031<br>20-75-079-3620912 | 7,000    | 11/15/16  | 185.71              | 12,999.84      | - 9,358.16           | 3,641.68                 |

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| Description                                                                            | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|----------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| MERCADOLIBRE INC<br>CONV<br>02.250% DUE 07/01/2019<br>20-75-079-3620912                | 3,000    | 05/17/17  | 230.10              | 6,903.14       | - 4,678.14           | 2,225.00                 |
| MICROCHIP TECHNOLOGY INC<br>CONVERTIBLE<br>02.125% DUE 12/15/2037<br>20-75-079-3620912 | 3,000    | 02/28/17  | 302.11              | 9,063.35       | - 7,760.64           | 1,302.71                 |
| MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>20-75-079-4493552                  | 10,000   | 02/23/17  | 100.56              | 10,055.90      | - 10,049.00          | 6.90                     |
| MORGAN STANLEY<br>UNSC<br>02.125% DUE 04/25/2018<br>20-75-079-6814326                  | 15,000   | 07/24/17  | 100.31              | 15,046.20      | - 15,073.50          | - 27.30                  |
| MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>20-75-079-4493552                  | 10,000   | 02/23/17  | 99.37               | 9,937.40       | - 9,863.70           | 73.70                    |
| MORGAN STANLEY<br>UNSC<br>02.625% DUE 11/17/2021<br>20-75-079-6814326                  | 15,000   | 07/06/17  | 99.59               | 14,938.65      | - 14,795.55          | 143.10                   |
| MORGAN STANLEY<br>NOTES<br>05.500% DUE 01/26/2020<br>20-75-079-6814326                 | 100,000  | 09/14/17  | 107.67              | 107,673.00     | - 107,958.00         | - 285.00                 |
| MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>20-75-079-4493552                   | 5,000    | 02/23/17  | 103.80              | 5,190.05       | - 5,154.55           | 35.50                    |

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| Description                                                                          | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| MORGAN STANLEY<br>NTS<br>04.100% DUE 05/22/2023<br>20-75-079-6814326                 | 10,000   | 08/23/17  | 104.69              | 10,469.20      | - 10,309.10          | 160.10                   |
| NXP SEMICONDUCTORS N V<br>CONV<br>01.000% DUE 12/01/2019<br>20-75-079-3620912        | 12,000   | 11/17/16  | 113.52              | 13,622.11      | - 14,130.00          | - 507.89                 |
| NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>20-75-079-3620912 | 16,000   | 01/26/17  | 101.88              | 16,300.00      | - 17,368.60          | - 1,068.60               |
| NEWMONT MINING CORP<br>CONV CO GUARNT<br>01.625% DUE 07/15/2017<br>20-75-079-3620912 | 16,000   | 03/17/17  | 100.35              | 16,056.00      | - 17,368.60          | - 1,312.60               |
| NORTHERN TRUST CORP<br>SR UNSEC<br>03.375% DUE 08/23/2021<br>20-75-079-6814326       | 30,000   | 08/09/17  | 104.37              | 31,311.60      | - 32,201.70          | - 890.10                 |
| NUCOR CORP<br>NOTES<br>05.850% DUE 06/01/2018<br>20-75-079-6814326                   | 50,000   | 09/28/17  | 102.65              | 51,325.50      | - 51,815.00          | - 489.50                 |
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-3620912                   | 3,000    | 10/12/16  | 330.76              | 9,922.79       | - 10,207.50          | - 284.71                 |
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-3620912                   | 4,000    | 10/19/16  | 329.80              | 13,191.96      | - 13,610.00          | - 418.04                 |

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| Description                                                                          | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12                  | 2,000    | 12/01/16  | 432.34              | 8,646.89       | - 6,805.00           | 1,841.89                 |
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12                  | 1,000    | 12/29/16  | 523.23              | 5,232.35       | - 3,402.50           | 1,829.85                 |
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12                  | 9,000    | 02/28/17  | 501.22              | 45,109.92      | - 30,622.50          | 14,487.42                |
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12                  | 1,000    | 04/03/17  | 536.11              | 5,361.10       | - 3,402.50           | 1,958.60                 |
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12                  | 2,000    | 05/18/17  | 653.90              | 13,078.00      | - 6,805.00           | 6,273.00                 |
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12                  | 1,000    | 06/23/17  | 767.54              | 7,675.40       | - 3,402.50           | 4,272.90                 |
| NVIDIA CORP<br>CONV<br>01.000% DUE 12/01/2018<br>20-75-079-36209 12                  | 1,000    | 08/10/17  | 834.60              | 8,345.96       | - 3,402.50           | 4,943.46                 |
| NUVASIVE INC<br>SR UNSEC CONVERTIBLE<br>02.750% DUE 07/01/2017<br>20-75-079-36209 12 | 10,000   | 12/02/16  | 152.49              | 15,248.59      | - 16,081.30          | - 832.71                 |

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| Description                                                                                             | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|---------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| NUVASIVE INC<br>CONV<br>02.250% DUE 03/15/2021<br>20-75-079-36209 12                                    | 11,000   | 07/28/17  | 126.89              | 13,957.71      | - 15,064.50          | - 1,106.79               |
| OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>20-75-079-36209 12                 | 8,000    | 01/09/17  | 124.96              | 9,997.11       | - 9,605.04           | 392.07                   |
| OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>20-75-079-36209 12                 | 5,000    | 08/24/17  | 124.28              | 6,213.97       | - 6,003.15           | 210.82                   |
| OLD REPUBLIC INTL CORP<br>CONV SR UNSEC<br>03.750% DUE 03/15/2018<br>20-75-079-36209 12                 | 6,000    | 08/28/17  | 124.33              | 7,459.91       | - 7,203.78           | 256.13                   |
| ON SEMICONDUCTOR CORP<br>CONV SER B CALL 12/20/16 @ 100<br>02.625% DUE 12/15/2026<br>20-75-079-36209 12 | 20,000   | 12/01/16  | 105.92              | 21,183.72      | - 23,825.00          | - 2,641.28               |
| PDC ENERGY INC<br>CONV<br>01.125% DUE 09/15/2021<br>20-75-079-36209 12                                  | 15,000   | 08/24/17  | 89.00               | 13,350.00      | - 15,774.27          | - 2,424.27               |
| PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>20-75-079-36209 12                         | 1,000    | 08/08/17  | 215.44              | 2,154.38       | - 1,582.50           | 571.88                   |
| PRICELINE GROUP INC/THE<br>CONV<br>01.000% DUE 03/15/2018<br>20-75-079-36209 12                         | 3,000    | 09/21/17  | 196.63              | 5,898.75       | - 4,747.50           | 1,151.25                 |



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|----------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| PRICELINE GROUP INC/THE<br>CONV<br>00.350% DUE 06/15/2020<br>20-75-079-3620912                     | 21,000   | 05/08/17  | 148.81              | 31,250.63      | - 26,880.00          | 4,370.63                 |
| PRICELINE GROUP INC/THE<br>CONV<br>00.350% DUE 06/15/2020<br>20-75-079-3620912                     | 10,000   | 08/08/17  | 158.30              | 15,830.00      | - 12,800.00          | 3,030.00                 |
| PRINCIPAL FINANCIAL GROU<br>COGT<br>03.400% DUE 05/15/2025<br>20-75-079-6814326                    | 35,000   | 08/28/17  | 102.67              | 35,933.45      | - 35,929.25          | 4.20                     |
| PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>20-75-079-4493552                            | 5,000    | 02/23/17  | 93.65               | 4,682.35       | - 4,976.95           | - 294.60                 |
| PROGRESSIVE CORP<br>UNSC<br>02.450% DUE 01/15/2027<br>20-75-079-6814326                            | 25,000   | 09/13/17  | 95.60               | 23,899.50      | - 24,884.75          | - 985.25                 |
| REALTY INCOME CORP<br>SR UNSECD CALL 07/15/22 @100<br>03.250% DUE 10/15/2022<br>20-75-079-6814326  | 25,000   | 08/23/17  | 102.47              | 25,616.75      | - 25,124.50          | 492.25                   |
| ROGERS COMMUNICATIONS IN<br>SEDOL ISIN US775109BB60<br>05.000% DUE 03/15/2044<br>20-75-079-6814326 | 35,000   | 07/25/17  | 114.19              | 39,965.80      | - 40,640.25          | - 674.45                 |
| ROM CORP<br>CONV<br>00.500% DUE 03/01/2020<br>20-75-079-3620912                                    | 15,000   | 02/14/17  | 97.75               | 14,662.50      | - 14,953.20          | - 290.70                 |

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|-----------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| RYDER SYSTEM INC<br>CALL 01/26/19 @100 SER MTN<br>02.350% DUE 02/26/2019<br>20-75-079-6814326 | 60,000   | 09/14/17  | 100.62              | 60,369.60      | - 60,438.00          | - 68.40                  |
| SM ENERGY CO<br>CONV<br>01.500% DUE 07/01/2021<br>20-75-079-3620912                           | 13,000   | 06/20/17  | 89.39               | 11,621.16      | - 16,551.50          | - 4,930.34               |
| SALESFORCE.COM INC<br>CONV<br>00.250% DUE 04/01/2018<br>20-75-079-3620912                     | 8,000    | 12/15/16  | 118.30              | 9,464.00       | - 9,565.04           | - 101.04                 |
| SHELL INTERNATIONAL FIN<br>SR NOTES<br>06.375% DUE 12/15/2038<br>20-75-079-6814326            | 40,000   | 09/07/17  | 136.83              | 54,733.60      | - 54,404.80          | 328.80                   |
| SHERWIN-WILLIAMS CO<br>CALL 05/01/2022 UNSC<br>02.750% DUE 06/01/2022<br>20-75-079-6814326    | 15,000   | 07/07/17  | 99.89               | 14,983.95      | - 15,024.30          | - 40.35                  |
| SHUTTERFLY INC<br>CONV<br>00.250% DUE 05/15/2018<br>20-75-079-3620912                         | 19,000   | 02/14/17  | 98.75               | 18,762.50      | - 18,608.22          | 154.28                   |
| SIMON PROPERTY GROUP LP<br>SR UNSEC<br>04.375% DUE 03/01/2021<br>20-75-079-4493552            | 55,000   | 02/23/17  | 107.44              | 59,090.35      | - 60,562.70          | - 1,472.35               |
| SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>20-75-079-4493552  | 5,000    | 02/23/17  | 98.40               | 4,920.15       | - 5,166.05           | - 245.90                 |

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| Description                                                                                                 | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| SOUTHERN CO<br>CALL 05/01/2023 @ 100.000 UNSC<br>02.950% DUE 07/01/2023<br>20-75-079-6814326                | 15,000   | 07/07/17  | 99.33               | 14,899.95      | - 15,498.15          | - 598.20                 |
| SOUTHWESTERN PUB SVC CO<br>SR UNSEC<br>08.750% DUE 12/01/2018<br>20-75-079-6814326                          | 15,000   | 08/30/17  | 2.16                | 16,296.76      | - 16,275.00          | 21.76                    |
| SPECTRANETICS CORP<br>CONV<br>02.625% DUE 06/01/2034<br>20-75-079-3620912                                   | 10,000   | 06/29/17  | 135.27              | 13,527.21      | - 11,402.64          | 2,124.57                 |
| SPIRIT REALTY CAPITAL IN<br>CONV<br>02.875% DUE 05/15/2019<br>20-75-079-3620912                             | 39,000   | 05/08/17  | 98.25               | 38,317.50      | - 43,070.82          | - 4,753.32               |
| STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>20-75-079-4493552                                    | 10,000   | 02/23/17  | 98.22               | 9,821.70       | - 10,076.30          | - 254.60                 |
| STATE STREET CORP<br>UNSC<br>01.950% DUE 05/19/2021<br>20-75-079-6814326                                    | 60,000   | 07/07/17  | 98.53               | 59,118.00      | - 60,457.80          | - 1,339.80               |
| STILLWATER MINING COMPAN<br>CONV SER SWC CALL 10/20/19 @ 100<br>01.750% DUE 10/15/2032<br>20-75-079-3620912 | 11,000   | 12/13/16  | 131.19              | 14,431.44      | - 13,200.00          | 1,231.44                 |
| STRYKER CORP<br>UNSC<br>02.000% DUE 03/08/2019<br>20-75-079-6814326                                         | 40,000   | 09/27/17  | 100.16              | 40,065.60      | - 40,156.00          | - 90.40                  |

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**Corporate debt**

| Description                                                                                             | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|---------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>20-75-079-4493552                              | 5,000    | 02/23/17  | 100.29              | 5,014.60       | - 5,062.65           | - 48.05                  |
| SYNCHRONY FINANCIAL<br>UNSC<br>02.700% DUE 02/03/2020<br>20-75-079-6814326                              | 15,000   | 07/07/17  | 100.56              | 15,084.15      | - 15,187.95          | - 103.80                 |
| TAKE-TWO INTERACTIVE SOF<br>CONV<br>01.000% DUE 07/01/2018<br>20-75-079-3620912                         | 4,000    | 12/01/16  | 218.99              | 8,759.56       | - 8,390.00           | 369.56                   |
| TAKE-TWO INTERACTIVE SOF<br>CONV<br>01.000% DUE 07/01/2018<br>20-75-079-3620912                         | 2,000    | 09/08/17  | 461.13              | 9,222.66       | - 4,195.00           | 5,027.66                 |
| TELEFLEX INC<br>SR SUB CONV<br>03.875% DUE 08/01/2017<br>20-75-079-3620912                              | 4,000    | 10/26/16  | 255.69              | 10,227.59      | - 10,927.52          | - 699.93                 |
| TEVA PHARM FINANCE LLC<br>CONV SER C CALL 08/03/09 @ 100<br>00.250% DUE 02/01/2026<br>20-75-079-3620912 | 7,000    | 12/07/16  | 108.71              | 7,609.71       | - 8,351.91           | - 742.20                 |
| TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>20-75-079-4493552             | 10,000   | 02/23/17  | 96.22               | 9,622.20       | - 9,794.50           | - 172.30                 |
| TEVA PHARMACEUTICALS NE<br>ISIN US88167AAC53<br>02.200% DUE 07/21/2021<br>20-75-079-6814326             | 30,000   | 07/25/17  | 98.39               | 29,516.40      | - 29,383.50          | 132.90                   |
| 21ST CENTY FOX AMER INC<br>03.000% DUE 09/15/2022<br>20-75-079-6814326                                  | 35,000   | 08/23/17  | 101.94              | 35,679.70      | - 36,447.25          | - 767.55                 |

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**Corporate debt**

| Description                                                                                         | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| TYSON FOODS INC<br>CALL 03/02/2027 UNSC<br>03.550% DUE 06/02/2027<br>20-75-079-6814326              | 15,000   | 08/28/17  | 102.02              | 15,302.25      | - 14,974.95          | 327.30                   |
| US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>20-75-079-4493552            | 35,000   | 02/23/17  | 102.18              | 35,763.00      | - 37,080.40          | - 1,317.40               |
| US BANCO RP<br>SER MTN CALL 2/15/22 @ 100<br>03.000% DUE 03/15/2022<br>20-75-079-6814326            | 30,000   | 08/23/17  | 103.46              | 31,038.60      | - 31,783.20          | - 744.60                 |
| VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>20-75-079-4493552 | 5,000    | 02/23/17  | 96.28               | 4,814.20       | - 4,952.05           | - 137.85                 |
| VALERO ENERGY CORP<br>CALL 06/15/2026 @ 100.000 UNSC<br>03.400% DUE 09/15/2026<br>20-75-079-6814326 | 15,000   | 08/28/17  | 98.69               | 14,803.05      | - 14,856.15          | - 53.10                  |
| VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>20-75-079-4493552                       | 20,000   | 02/23/17  | 94.06               | 18,811.20      | - 20,838.20          | - 2,027.00               |
| VERIZON COMMUNICATIONS<br>UNSC<br>04.272% DUE 01/15/2036<br>20-75-079-6814326                       | 30,000   | 09/07/17  | 97.66               | 29,298.00      | - 31,257.30          | - 1,959.30               |
| VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>20-75-079-4493552                           | 10,000   | 02/23/17  | 99.75               | 9,975.20       | - 10,000.60          | - 25.40                  |

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| Description                                                                                            | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| VODAFONE GROUP PLC<br>UNSC<br>01.500% DUE 02/19/2018<br>20-75-079-6814326                              | 15,000   | 08/09/17  | 99.85               | 14,977.80      | - 15,000.90          | - 23.10                  |
| WABASH NATIONAL CORP<br>SR UNSEC<br>03.375% DUE 05/01/2018<br>20-75-079-3620912                        | 10,000   | 12/05/16  | 133.31              | 13,330.84      | - 13,362.50          | - 31.66                  |
| WAL-MART STORES INC<br>SR NOTES<br>05.625% DUE 04/01/2040<br>20-75-079-4493552                         | 45,000   | 02/23/17  | 123.15              | 55,417.95      | - 60,708.60          | - 5,290.65               |
| WEBMD HEALTH CORP<br>SR UNSEC CONVERTIBLE<br>02.500% DUE 01/31/2018<br>20-75-079-3620912               | 23,000   | 07/24/17  | 106.00              | 24,380.00      | - 23,876.99          | 503.01                   |
| WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.100% DUE 06/03/2026<br>20-75-079-6814326                    | 55,000   | 08/28/17  | 104.58              | 57,518.45      | - 58,351.70          | - 833.25                 |
| WELLS FARGO & COMPANY<br>SER MTN SUB<br>04.300% DUE 07/22/2027<br>20-75-079-6814326                    | 10,000   | 09/08/17  | 106.45              | 10,644.80      | - 10,777.40          | - 132.60                 |
| WESTPAC BANKING CORP<br>ISIN US961214BK83 SEDOL B3VGYG1<br>04.875% DUE 11/19/2019<br>20-75-079-6814326 | 45,000   | 07/25/17  | 106.38              | 47,871.45      | - 49,328.55          | - 1,457.10               |
| WORKDAY INC<br>CONV<br>00.750% DUE 07/15/2018<br>20-75-079-3620912                                     | 14,000   | 12/15/16  | 106.64              | 14,929.52      | - 17,228.82          | - 2,299.30               |

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**Corporate debt**

| Description                                                                                  | Quantity | Sale date | Sale price per unit | Total proceeds        | Value last statement    | Net realized gain (loss) |
|----------------------------------------------------------------------------------------------|----------|-----------|---------------------|-----------------------|-------------------------|--------------------------|
| XCEL ENERGY INC<br>SR UNSEC CALL 11/15/19 @100<br>04.70% DUE 05/15/2020<br>20-75-079-4493552 | 45,000   | 02/23/17  | 106.41              | 47,883.15             | - 49,125.15             | - 1,242.00               |
| XILINX INC<br>SENIOR NTS CONVERTIBLE<br>02.625% DUE 06/15/2017<br>20-75-079-3620912          | 9,000    | 05/31/17  | 230.81              | 20,773.13             | - 16,931.25             | 3,841.88                 |
| <b>Total corporate debt</b>                                                                  |          |           |                     | <b>\$4,311,935.50</b> | <b>- \$4,322,972.85</b> | <b>- \$11,037.35</b>     |

**Corporate stock - preferred**

| Description                                                                          | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| TEVA PHARMACEUTICAL IND<br>PFD 07.000% DUE 12/15/2018<br>20-75-079-3620912           | 12       | 10/05/16  | 794.92              | 9,538.88       | - 9,759.71           | - 220.83                 |
| TEVA PHARMACEUTICAL IND<br>PFD 07.000% DUE 12/15/2018<br>20-75-079-3620912           | 42       | 10/11/16  | 786.16              | 33,018.09      | - 34,158.98          | - 1,140.89               |
| FIAT CHRYSLER AUTOMOBILE<br>PFD 7.875%<br>CONV UNTIL 12/15/2016<br>20-75-079-3620912 | 295      | 10/05/16  | 65.30               | 19,261.61      | - 18,897.70          | 363.91                   |
| AMERICAN TOWER CORP<br>CONVERTED05/15/17<br>SEE 03027X100<br>20-75-079-3620912       | 125      | 10/05/16  | 106.77              | 13,346.42      | - 13,935.00          | - 588.58                 |
| AMERICAN TOWER CORP<br>CONVERTED05/15/17<br>SEE 03027X100<br>20-75-079-3620912       | 295      | 05/02/17  | 119.54              | 35,264.42      | - 32,886.60          | 2,377.82                 |

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**Corporate stock - preferred**

| Description                                                                        | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|------------------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| ARCONIC INC PFD<br>CONVERTED 10/02/17<br>SEE 03965L100<br>20-75-079-3620912        | 215      | 06/28/17  | 36.06               | 7,752.47       | - 7,028.35           | 724.12                   |
| ARCONIC INC PFD<br>CONVERTED 10/02/17<br>SEE 03965L100<br>20-75-079-3620912        | 245      | 09/26/17  | 41.20               | 10,093.53      | - 8,009.05           | 2,084.48                 |
| CROWN CASTLE INTL CORP<br>CONVERTED 11/01/16<br>SEE 22822V101<br>20-75-079-3620912 | 155      | 10/25/16  | 112.01              | 17,361.06      | - 17,518.10          | - 157.04                 |
| DOMINION ENERGY INC<br>CONVERTED 07/03/17<br>SEE 25746U109<br>20-75-079-3620912    | 885      | 06/19/17  | 50.74               | 44,900.38      | - 44,037.60          | 862.78                   |
| EXELON CORP<br>EXCH 06/01/17<br>SEE 30161N101<br>20-75-079-3620912                 | 430      | 05/25/17  | 52.01               | 22,363.81      | - 20,098.20          | 2,265.61                 |
| FRONTIER COMMUNICATIONS<br>PFD 11.125% SER A 06/29/2018<br>20-75-079-3620912       | 80       | 02/28/17  | 63.50               | 5,079.79       | - 6,712.80           | - 1,633.01               |
| FRONTIER COMMUNICATIONS<br>PFD 11.125% SER A 06/29/2018<br>20-75-079-3620912       | 175      | 05/08/17  | 37.74               | 6,604.28       | - 14,684.25          | - 8,079.97               |
| LACLEDE GROUP INC<br>PFD 06.750% 04/01/2017<br>20-75-079-3620912                   | 230      | 11/17/16  | 56.79               | 13,060.55      | - 13,199.24          | - 138.69                 |
| POST HOLDINGS INC<br>PFD 05.250% 06/01/2017<br>20-75-079-3620912                   | 15       | 02/28/17  | 142.00              | 2,129.95       | - 2,055.75           | 74.20                    |
| POST HOLDINGS INC<br>PFD 05.250% 06/01/2017<br>20-75-079-3620912                   | 105      | 05/11/17  | 138.24              | 14,514.67      | - 14,390.25          | 124.42                   |



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**Corporate stock - preferred**

| Description                                                                     | Quantity | Sale date | Sale price per unit | Total proceeds      | Value last statement  | Net realized gain (loss) |
|---------------------------------------------------------------------------------|----------|-----------|---------------------|---------------------|-----------------------|--------------------------|
| SOUTHWESTERN ENERGY CO<br>PFD 06.250% 01/15/2018<br>20-75-079-3620912           | 175      | 01/10/17  | 24.07               | 4,212.76            | - 5,524.75            | - 1,311.99               |
| SOUTHWESTERN ENERGY CO<br>PFD 06.250% 01/15/2018<br>20-75-079-3620912           | 610      | 05/08/17  | 17.77               | 10,838.85           | - 19,257.70           | - 8,418.85               |
| STANLEY BLACK & DECKER I<br>EXCH 11/17/16<br>SEE 854502101<br>20-75-079-3620912 | 50       | 11/08/16  | 121.35              | 6,067.48            | - 6,316.50            | - 249.02                 |
| T-MOBILE US INC<br>PFD 05.500% 12/15/2017<br>20-75-079-3620912                  | 85       | 01/09/17  | 92.98               | 7,902.94            | - 6,635.95            | 1,266.99                 |
| TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>20-75-079-3620912          | 170      | 11/14/16  | 73.65               | 12,519.78           | - 13,916.20           | - 1,396.42               |
| TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>20-75-079-3620912          | 75       | 01/10/17  | 67.85               | 5,088.64            | - 6,139.50            | - 1,050.86               |
| TYSON FOODS INC<br>CONV 07/17/17<br>SEE 902494103<br>20-75-079-3620912          | 130      | 05/11/17  | 62.48               | 8,121.57            | - 10,641.80           | - 2,520.23               |
| WPX ENERGY INC<br>PFD 06.250% 07/31/2018<br>20-75-079-3620912                   | 325      | 05/03/17  | 53.53               | 17,397.52           | - 19,942.00           | - 2,544.48               |
| <b>Total corporate stock - preferred</b>                                        |          |           |                     | <b>\$326,439.45</b> | <b>- \$345,745.98</b> | <b>- \$19,306.53</b>     |

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**Corporate stock - common**

| Description                                                                 | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517 | 50       | 07/06/17  | 78.31               | 3,912.74       | - 3,219.00           | 693.74                   |
| TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517 | 100      | 07/07/17  | 79.13               | 7,907.88       | - 6,438.00           | 1,469.88                 |
| TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517 | 75       | 07/10/17  | 79.17               | 5,933.49       | - 4,828.50           | 1,104.99                 |
| TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517 | 125      | 07/10/17  | 79.28               | 9,903.35       | - 8,047.50           | 1,855.85                 |
| TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517 | 100      | 07/11/17  | 79.41               | 7,935.45       | - 6,438.00           | 1,497.45                 |
| TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517 | 25       | 07/11/17  | 79.35               | 1,983.32       | - 1,609.50           | 373.82                   |
| TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182<br>20-75-079-4768517 | 75       | 07/12/17  | 80.78               | 6,054.47       | - 4,828.50           | 1,225.97                 |
| ADVANSIX INC - W/I<br>20-75-079-4768517                                     | 0.985    | 10/17/16  | 15.97               | 15.73          | - 13.29              | 2.44                     |
| ADVANSIX INC - W/I<br>20-75-079-4768517                                     | 55       | 11/09/16  | 15.71               | 863.31         | - 741.97             | 121.34                   |
| AMERICAN EXPRESS CO<br>20-75-079-4768517                                    | 275      | 03/22/17  | 77.80               | 21,381.47      | - 17,611.00          | 3,770.47                 |
| AMERICAN EXPRESS CO<br>20-75-079-4768517                                    | 275      | 03/23/17  | 78.03               | 21,443.92      | - 17,611.00          | 3,832.92                 |
| AMERICAN EXPRESS CO<br>20-75-079-4768517                                    | 100      | 04/11/17  | 77.16               | 7,710.37       | - 6,404.00           | 1,306.37                 |

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|----------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| AMERICAN EXPRESS CO<br>20-75-079-4768517           | 275      | 04/12/17  | 76.88               | 21,128.91      | - 17,611.00          | 3,517.91                 |
| AMERICAN EXPRESS CO<br>20-75-079-4768517           | 200      | 04/13/17  | 76.14               | 15,218.52      | - 12,808.00          | 2,410.52                 |
| AMERICAN EXPRESS CO<br>20-75-079-4768517           | 375      | 04/17/17  | 76.25               | 28,574.18      | - 24,015.00          | 4,559.18                 |
| AMERICAN EXPRESS CO<br>20-75-079-4768517           | 250      | 04/18/17  | 75.93               | 18,968.38      | - 16,010.00          | 2,958.38                 |
| AMERICAN EXPRESS CO<br>20-75-079-4768517           | 225      | 04/19/17  | 75.94               | 17,075.07      | - 14,409.00          | 2,666.07                 |
| AMERICAN EXPRESS CO<br>20-75-079-4768517           | 425      | 04/20/17  | 79.45               | 33,745.79      | - 27,217.00          | 6,528.79                 |
| BANK NEW YORK MELLON CORP COM<br>20-75-079-4768517 | 175      | 03/22/17  | 46.16               | 8,074.08       | - 6,979.00           | 1,095.08                 |
| BANK NEW YORK MELLON CORP COM<br>20-75-079-4768517 | 175      | 03/23/17  | 46.36               | 8,109.20       | - 6,979.00           | 1,130.20                 |
| DANONE<br>SPONS ADR<br>20-75-079-4768517           | 1,050    | 11/02/16  | 13.74               | 14,422.27      | - 15,592.50          | - 1,170.23               |
| DANONE<br>SPONS ADR<br>20-75-079-4768517           | 550      | 11/03/16  | 13.63               | 7,489.51       | - 8,167.50           | - 677.99                 |
| DANONE<br>SPONS ADR<br>20-75-079-4768517           | 350      | 11/04/16  | 13.55               | 4,740.95       | - 5,197.50           | - 456.55                 |
| DANONE<br>SPONS ADR<br>20-75-079-4768517           | 350      | 11/07/16  | 13.51               | 4,727.44       | - 5,197.50           | - 470.06                 |
| DANONE<br>SPONS ADR<br>20-75-079-4768517           | 400      | 11/08/16  | 13.50               | 5,396.84       | - 5,940.00           | - 543.16                 |

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| Description                                | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|--------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| DANONE<br>SPONS ADR<br>20-75-079-4768517   | 950      | 11/11/16  | 12.60               | 11,966.31      | - 14,107.50          | - 2,141.19               |
| DANONE<br>SPONS ADR<br>20-75-079-4768517   | 700      | 11/14/16  | 12.46               | 8,717.53       | - 10,395.00          | - 1,677.47               |
| DANONE<br>SPONS ADR<br>20-75-079-4768517   | 400      | 11/15/16  | 12.53               | 5,010.53       | - 5,940.00           | - 929.47                 |
| DANONE<br>SPONS ADR<br>20-75-079-4768517   | 1,050    | 12/09/16  | 12.90               | 13,534.62      | - 15,592.50          | - 2,057.88               |
| DANONE<br>SPONS ADR<br>20-75-079-4768517   | 950      | 12/12/16  | 12.89               | 12,241.24      | - 14,107.50          | - 1,866.26               |
| DEVON ENERGY CORP NEW<br>20-75-079-4768517 | 100      | 03/23/17  | 39.14               | 3,908.76       | - 4,411.00           | - 502.24                 |
| DEVON ENERGY CORP NEW<br>20-75-079-4768517 | 175      | 03/24/17  | 39.02               | 6,819.85       | - 7,719.25           | - 899.40                 |
| DEVON ENERGY CORP NEW<br>20-75-079-4768517 | 225      | 03/27/17  | 38.68               | 8,691.09       | - 9,924.75           | - 1,233.66               |
| DEVON ENERGY CORP NEW<br>20-75-079-4768517 | 400      | 03/28/17  | 39.48               | 15,772.45      | - 17,644.00          | - 1,871.55               |
| DEVON ENERGY CORP NEW<br>20-75-079-4768517 | 150      | 03/28/17  | 39.61               | 5,933.44       | - 6,616.50           | - 683.06                 |
| DEVON ENERGY CORP NEW<br>20-75-079-4768517 | 450      | 03/29/17  | 40.84               | 18,356.98      | - 19,849.50          | - 1,492.52               |
| DEVON ENERGY CORP NEW<br>20-75-079-4768517 | 300      | 03/30/17  | 41.57               | 12,456.71      | - 13,233.00          | - 776.29                 |
| KEYCORP NEW<br>20-75-079-3620912           | 0.837    | 03/22/17  | 17.30               | 14.48          | - 16.08              | - 1.60                   |
| KEYCORP NEW<br>20-75-079-3620912           | 602      | 03/21/17  | 17.24               | 10,359.41      | - 11,565.17          | - 1,205.76               |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609  
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**Corporate stock - common**

| Description                                                     | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-----------------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| MICROSOFT CORP<br>20-75-079-4768517                             | 675      | 11/03/16  | 59.24               | 39,970.19      | - 38,880.00          | 1,090.19                 |
| NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>20-75-079-4768517 | 300      | 11/03/16  | 72.84               | 21,844.80      | - 23,706.00          | - 1,861.20               |
| NESTLE S.A.<br>SPONSORED ADR REPSTG REG SH<br>20-75-079-4768517 | 500      | 11/04/16  | 72.77               | 36,375.05      | - 39,510.00          | - 3,134.95               |
| ROCKWELL AUTOMATION INC<br>20-75-079-4768517                    | 75       | 01/25/17  | 152.57              | 11,438.74      | - 9,175.50           | 2,263.24                 |
| ROCKWELL AUTOMATION INC<br>20-75-079-4768517                    | 225      | 01/25/17  | 153.14              | 34,451.66      | - 27,526.50          | 6,925.16                 |
| ROCKWELL AUTOMATION INC<br>20-75-079-4768517                    | 100      | 01/26/17  | 153.16              | 15,314.03      | - 12,234.00          | 3,080.03                 |
| ROCKWELL AUTOMATION INC<br>20-75-079-4768517                    | 50       | 01/26/17  | 152.78              | 7,636.37       | - 6,117.00           | 1,519.37                 |
| ROCKWELL AUTOMATION INC<br>20-75-079-4768517                    | 100      | 01/27/17  | 151.39              | 15,133.85      | - 12,234.00          | 2,899.85                 |
| ROSS STORES INC<br>20-75-079-4768517                            | 350      | 11/22/16  | 69.52               | 24,324.53      | - 22,505.00          | 1,819.53                 |
| ROSS STORES INC<br>20-75-079-4768517                            | 550      | 11/22/16  | 69.55               | 38,240.17      | - 35,365.00          | 2,875.17                 |
| ROSS STORES INC<br>20-75-079-4768517                            | 100      | 11/23/16  | 69.43               | 6,940.62       | - 6,430.00           | 510.62                   |
| ROSS STORES INC<br>20-75-079-4768517                            | 50       | 11/25/16  | 69.10               | 3,454.04       | - 3,215.00           | 239.04                   |
| ROSS STORES INC<br>20-75-079-4768517                            | 125      | 11/28/16  | 68.55               | 8,565.71       | - 8,037.50           | 528.21                   |
| ROSS STORES INC<br>20-75-079-4768517                            | 125      | 02/10/17  | 68.23               | 8,526.22       | - 8,037.50           | 488.72                   |
| ROSS STORES INC<br>20-75-079-4768517                            | 125      | 02/10/17  | 68.42               | 8,546.61       | - 8,037.50           | 509.11                   |

PORT ORANGE FIRE PENSION ROLLUP  
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**Corporate stock - common**

| Description                                       | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|---------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| ROSS STORES INC<br>20-75-079-4768517              | 125      | 02/13/17  | 68.25               | 8,525.30       | - 8,037.50           | 487.80                   |
| ROSS STORES INC<br>20-75-079-4768517              | 250      | 02/14/17  | 68.48               | 17,106.42      | - 16,075.00          | 1,031.42                 |
| ROSS STORES INC<br>20-75-079-4768517              | 300      | 02/15/17  | 68.77               | 20,615.46      | - 19,290.00          | 1,325.46                 |
| ROSS STORES INC<br>20-75-079-4768517              | 175      | 02/16/17  | 68.36               | 11,953.25      | - 11,252.50          | 700.75                   |
| ROSS STORES INC<br>20-75-079-4768517              | 75       | 02/16/17  | 68.62               | 5,142.92       | - 4,822.50           | 320.42                   |
| ROSS STORES INC<br>20-75-079-4768517              | 750      | 02/17/17  | 68.17               | 51,112.06      | - 48,225.00          | 2,887.06                 |
| SOUTHWESTERN ENERGY CO<br>20-75-079-3620912       | 0.504    | 10/19/16  | 12.64               | 6.37           | - 6.37               |                          |
| SOUTHWESTERN ENERGY CO<br>20-75-079-3620912       | 46       | 10/18/16  | 12.67               | 580.96         | - 580.98             | - 0.02                   |
| SOUTHWESTERN ENERGY CO<br>20-75-079-3620912       | 0.666    | 01/19/17  | 9.49                | 6.32           | - 6.52               | - 0.20                   |
| SOUTHWESTERN ENERGY CO<br>20-75-079-3620912       | 62       | 01/18/17  | 9.70                | 599.17         | - 606.75             | - 7.58                   |
| SOUTHWESTERN ENERGY CO<br>20-75-079-3620912       | 0.200    | 04/18/17  | 7.40                | 1.48           | - 1.49               | - 0.01                   |
| SOUTHWESTERN ENERGY CO<br>20-75-079-3620912       | 59       | 04/18/17  | 7.37                | 432.42         | - 440.14             | - 7.72                   |
| TWENTY-FIRST CENTURY-CL A-WI<br>20-75-079-4768517 | 650      | 07/25/17  | 27.98               | 18,151.60      | - 15,743.00          | 2,408.60                 |
| TWENTY-FIRST CENTURY-CL A-WI<br>20-75-079-4768517 | 425      | 07/26/17  | 28.17               | 11,950.68      | - 10,293.50          | 1,657.18                 |
| TWENTY-FIRST CENTURY-CL A-WI<br>20-75-079-4768517 | 450      | 07/27/17  | 29.10               | 13,071.61      | - 10,899.00          | 2,172.61                 |
| TWENTY-FIRST CENTURY-CL A-WI<br>20-75-079-4768517 | 300      | 07/27/17  | 29.39               | 8,803.14       | - 7,266.00           | 1,537.14                 |

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**Corporate stock - common**

| Description                                           | Quantity | Sale date | Sale price per unit | Total proceeds | Value last statement | Net realized gain (loss) |
|-------------------------------------------------------|----------|-----------|---------------------|----------------|----------------------|--------------------------|
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 200      | 06/08/17  | 55.75               | 11,146.05      | - 8,988.76           | 2,157.29                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 400      | 06/09/17  | 55.13               | 22,042.19      | - 17,977.52          | 4,064.67                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 200      | 06/12/17  | 54.38               | 10,871.66      | - 8,988.76           | 1,882.90                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 225      | 06/13/17  | 54.27               | 12,205.06      | - 10,112.36          | 2,092.70                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 225      | 06/14/17  | 54.24               | 12,198.65      | - 10,112.36          | 2,086.29                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 275      | 06/15/17  | 54.04               | 14,855.03      | - 12,359.54          | 2,495.49                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 175      | 06/16/17  | 54.68               | 9,564.87       | - 7,865.17           | 1,699.70                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 225      | 06/19/17  | 54.83               | 12,331.91      | - 10,112.35          | 2,219.56                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 125      | 06/20/17  | 54.71               | 6,835.83       | - 5,617.98           | 1,217.85                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 175      | 06/21/17  | 54.45               | 9,524.66       | - 7,865.16           | 1,659.50                 |
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 125      | 06/22/17  | 54.47               | 6,805.96       | - 5,617.98           | 1,187.98                 |

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**Corporate stock - common**

| Description                                           | Quantity | Sale date | Sale price per unit | Total proceeds         | Value last statement     | Net realized gain (loss) |
|-------------------------------------------------------|----------|-----------|---------------------|------------------------|--------------------------|--------------------------|
| UNILEVER PLC W/<br>SPONSORED ADR<br>20-75-079-4768517 | 200      | 06/23/17  | 54.43               | 10,880.76              | - 8,988.76               | 1,892.00                 |
| <b>Total corporate stock - common</b>                 |          |           |                     | <b>\$1,004,584.42</b>  | <b>- \$924,198.46</b>    | <b>\$80,385.96</b>       |
| <b>Total</b>                                          |          |           |                     | <b>\$13,290,229.99</b> | <b>- \$13,345,771.60</b> | <b>- \$55,541.61</b>     |



PORT ORANGE FIRE PENSION ROLLUP  
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*5% Report by asset-single transaction*

| 5% Report by asset-single transaction |           |             |               |                             |                       |               | Valuation       | Threshold              |               |
|---------------------------------------|-----------|-------------|---------------|-----------------------------|-----------------------|---------------|-----------------|------------------------|---------------|
|                                       |           |             |               |                             |                       |               | \$23,675,577.77 | \$1,183,778.88         |               |
| Asset description                     | Tran type | Settle date | Shares/units  | Purchase/sale Cost/proceeds | Broker commission     | Other expense | Cost of asset   | Previous annual market | Net gain/loss |
| PNC GOVT. MONEY MARKET FUND #405      | PUR       | 02/28/17    | 2,004,585.030 | \$2,004,585.03              | \$0.00                | \$0.00        | \$2,004,585.03  | \$2,004,585.03         | \$0.00        |
| PNC GOVT. MONEY MARKET FUND #405      | SAL       | 03/31/17    | 2,053,986.060 | 2,053,986.06                | 0.00                  | 0.00          | 2,053,986.06    | 2,053,986.06           | \$0.00        |
| VANGUARD TOTAL BOND MARKET ETF        | PUR       | 03/06/17    | 28,300.000    | 2,285,638.18                | 566.00                | 0.00          | 2,286,204.18    | 2,286,204.18           | \$0.00        |
| 2 PURCHASES FOR                       |           |             |               | \$4,290,223.21              | TOTAL ISSUE AGGREGATE |               |                 | \$6,344,209.27         |               |
| 1 SALES FOR                           |           |             |               | \$2,053,986.06              |                       |               |                 |                        |               |

PORT ORANGE FIRE PENSION ROLLUP  
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5% Report by asset-aggregate

| 5% Report by asset-aggregate |           |             |               |                             |                       |               | Valuation       | Threshold              |               |
|------------------------------|-----------|-------------|---------------|-----------------------------|-----------------------|---------------|-----------------|------------------------|---------------|
|                              |           |             |               |                             |                       |               | \$23,675,577.77 | \$ 1,183,778.88        |               |
| Asset description            | Tran type | Settle date | Shares/units  | Purchase/sale Cost/proceeds | Broker commission     | Other expense | Cost of asset   | Previous annual market | Net gain/loss |
| VANGUARD TOTAL BOND MARKET   | PUR       | 03/06/17    | 28,300.000    | \$2,285,638.18              | \$566.00              | \$0.00        | \$2,286,204.18  | \$2,286,204.18         | \$0.00        |
| ETF                          | PUR       | 03/07/17    | 160.000       | 12,892.66                   | 3.20                  | 0.00          | 12,895.86       | 12,895.86              | 0.00          |
| 2 PURCHASES FOR              |           |             |               | \$2,298,530.84              | TOTAL ISSUE AGGREGATE |               | \$2,298,530.84  |                        |               |
| 0 SALES FOR                  |           |             |               | \$0.00                      |                       |               |                 |                        |               |
| PNC GOVT.                    | PUR       | 10/31/16    | 98,891.080    | \$98,891.08                 | \$0.00                | \$0.00        | \$98,891.08     | \$98,891.08            | \$0.00        |
| MONEY MARKET                 | SAL       | 10/31/16    | 22,639.160    | 22,639.16                   | 0.00                  | 0.00          | 22,639.16       | 22,639.16              | 0.00          |
| FUND #405                    | PUR       | 10/31/16    | 0.890         | 0.89                        | 0.00                  | 0.00          | 0.89            | 0.89                   | 0.00          |
|                              | PUR       | 10/31/16    | 3.060         | 3.06                        | 0.00                  | 0.00          | 3.06            | 3.06                   | 0.00          |
|                              | SAL       | 10/31/16    | 98,517.780    | 98,517.78                   | 0.00                  | 0.00          | 98,517.78       | 98,517.78              | 0.00          |
|                              | SAL       | 11/30/16    | 116,521.230   | 116,521.23                  | 0.00                  | 0.00          | 116,521.23      | 116,521.23             | 0.00          |
|                              | SAL       | 11/30/16    | 216,386.510   | 216,386.51                  | 0.00                  | 0.00          | 216,386.51      | 216,386.51             | 0.00          |
|                              | PUR       | 11/30/16    | 2.400         | 2.40                        | 0.00                  | 0.00          | 2.40            | 2.40                   | 0.00          |
|                              | PUR       | 11/30/16    | 20,493.970    | 20,493.97                   | 0.00                  | 0.00          | 20,493.97       | 20,493.97              | 0.00          |
|                              | SAL       | 12/31/16    | 3,768.570     | 3,768.57                    | 0.00                  | 0.00          | 3,768.57        | 3,768.57               | 0.00          |
|                              | PUR       | 12/31/16    | 297,800.170   | 297,800.17                  | 0.00                  | 0.00          | 297,800.17      | 297,800.17             | 0.00          |
|                              | PUR       | 12/31/16    | 9,771.310     | 9,771.31                    | 0.00                  | 0.00          | 9,771.31        | 9,771.31               | 0.00          |
|                              | PUR       | 12/31/16    | 46,031.470    | 46,031.47                   | 0.00                  | 0.00          | 46,031.47       | 46,031.47              | 0.00          |
|                              | PUR       | 12/31/16    | 14,709.820    | 14,709.82                   | 0.00                  | 0.00          | 14,709.82       | 14,709.82              | 0.00          |
|                              | SAL       | 01/31/17    | 24,517.800    | 24,517.80                   | 0.00                  | 0.00          | 24,517.80       | 24,517.80              | 0.00          |
|                              | SAL       | 01/31/17    | 52,422.290    | 52,422.29                   | 0.00                  | 0.00          | 52,422.29       | 52,422.29              | 0.00          |
|                              | PUR       | 01/31/17    | 3.610         | 3.61                        | 0.00                  | 0.00          | 3.61            | 3.61                   | 0.00          |
|                              | PUR       | 01/31/17    | 1.820         | 1.82                        | 0.00                  | 0.00          | 1.82            | 1.82                   | 0.00          |
|                              | PUR       | 01/31/17    | 58,549.000    | 58,549.00                   | 0.00                  | 0.00          | 58,549.00       | 58,549.00              | 0.00          |
|                              | PUR       | 02/28/17    | 26,363.760    | 26,363.76                   | 0.00                  | 0.00          | 26,363.76       | 26,363.76              | 0.00          |
|                              | PUR       | 02/28/17    | 2,004,585.030 | 2,004,585.03                | 0.00                  | 0.00          | 2,004,585.03    | 2,004,585.03           | 0.00          |
|                              | PUR       | 02/28/17    | 7.320         | 7.32                        | 0.00                  | 0.00          | 7.32            | 7.32                   | 0.00          |
|                              | PUR       | 02/28/17    | 15.140        | 15.14                       | 0.00                  | 0.00          | 15.14           | 15.14                  | 0.00          |
|                              | SAL       | 02/28/17    | 133,955.200   | 133,955.20                  | 0.00                  | 0.00          | 133,955.20      | 133,955.20             | 0.00          |
|                              | PUR       | 03/31/17    | 14,146.160    | 14,146.16                   | 0.00                  | 0.00          | 14,146.16       | 14,146.16              | 0.00          |
|                              | SAL       | 03/31/17    | 2,053,986.060 | 2,053,986.06                | 0.00                  | 0.00          | 2,053,986.06    | 2,053,986.06           | 0.00          |
|                              | PUR       | 03/31/17    | 2,230.400     | 2,230.40                    | 0.00                  | 0.00          | 2,230.40        | 2,230.40               | 0.00          |
|                              | PUR       | 03/31/17    | 14.500        | 14.50                       | 0.00                  | 0.00          | 14.50           | 14.50                  | 0.00          |
|                              | SAL       | 03/31/17    | 31,767.470    | 31,767.47                   | 0.00                  | 0.00          | 31,767.47       | 31,767.47              | 0.00          |
|                              | PUR       | 03/31/17    | 899.960       | 899.96                      | 0.00                  | 0.00          | 899.96          | 899.96                 | 0.00          |

PORT ORANGE FIRE PENSION ROLLUP  
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5% Report by asset-aggregate (continued)

| 5% Report by asset-aggregate (continued) |           |             |              |                             |                   |               | Valuation       | Threshold              |               |
|------------------------------------------|-----------|-------------|--------------|-----------------------------|-------------------|---------------|-----------------|------------------------|---------------|
|                                          |           |             |              |                             |                   |               | \$23,675,577.77 | \$1,183,778.88         |               |
| Asset description                        | Tran type | Settle date | Shares/units | Purchase/sale Cost/proceeds | Broker commission | Other expense | Cost of asset   | Previous annual market | Net gain/loss |
|                                          | PUR       | 04/30/17    | 9,897.560    | 9,897.56                    | 0.00              | 0.00          | 9,897.56        | 9,897.56               | 0.00          |
|                                          | SAL       | 04/30/17    | 18,467.740   | 18,467.74                   | 0.00              | 0.00          | 18,467.74       | 18,467.74              | 0.00          |
|                                          | PUR       | 04/30/17    | 9.570        | 9.57                        | 0.00              | 0.00          | 9.57            | 9.57                   | 0.00          |
|                                          | PUR       | 04/30/17    | 19.580       | 19.58                       | 0.00              | 0.00          | 19.58           | 19.58                  | 0.00          |
|                                          | PUR       | 04/30/17    | 142,805.610  | 142,805.61                  | 0.00              | 0.00          | 142,805.61      | 142,805.61             | 0.00          |
|                                          | PUR       | 04/30/17    | 5,073.620    | 5,073.62                    | 0.00              | 0.00          | 5,073.62        | 5,073.62               | 0.00          |
|                                          | PUR       | 05/31/17    | 64,106.210   | 64,106.21                   | 0.00              | 0.00          | 64,106.21       | 64,106.21              | 0.00          |
|                                          | SAL       | 05/31/17    | 21,329.040   | 21,329.04                   | 0.00              | 0.00          | 21,329.04       | 21,329.04              | 0.00          |
|                                          | PUR       | 05/31/17    | 12.080       | 12.08                       | 0.00              | 0.00          | 12.08           | 12.08                  | 0.00          |
|                                          | PUR       | 05/31/17    | 22.710       | 22.71                       | 0.00              | 0.00          | 22.71           | 22.71                  | 0.00          |
|                                          | PUR       | 05/31/17    | 10,213.370   | 10,213.37                   | 0.00              | 0.00          | 10,213.37       | 10,213.37              | 0.00          |
|                                          | PUR       | 05/31/17    | 4,780.820    | 4,780.82                    | 0.00              | 0.00          | 4,780.82        | 4,780.82               | 0.00          |
|                                          | SAL       | 06/30/17    | 5,640.890    | 5,640.89                    | 0.00              | 0.00          | 5,640.89        | 5,640.89               | 0.00          |
|                                          | PUR       | 06/30/17    | 54,987.290   | 54,987.29                   | 0.00              | 0.00          | 54,987.29       | 54,987.29              | 0.00          |
|                                          | PUR       | 06/30/17    | 13.210       | 13.21                       | 0.00              | 0.00          | 13.21           | 13.21                  | 0.00          |
|                                          | PUR       | 06/30/17    | 70,473.660   | 70,473.66                   | 0.00              | 0.00          | 70,473.66       | 70,473.66              | 0.00          |
|                                          | PUR       | 06/30/17    | 62,310.750   | 62,310.75                   | 0.00              | 0.00          | 62,310.75       | 62,310.75              | 0.00          |
|                                          | PUR       | 06/30/17    | 4,906.290    | 4,906.29                    | 0.00              | 0.00          | 4,906.29        | 4,906.29               | 0.00          |
|                                          | SAL       | 07/31/17    | 14,783.820   | 14,783.82                   | 0.00              | 0.00          | 14,783.82       | 14,783.82              | 0.00          |
|                                          | SAL       | 07/31/17    | 6,353.070    | 6,353.07                    | 0.00              | 0.00          | 6,353.07        | 6,353.07               | 0.00          |
|                                          | PUR       | 07/31/17    | 7,210.120    | 7,210.12                    | 0.00              | 0.00          | 7,210.12        | 7,210.12               | 0.00          |
|                                          | PUR       | 07/31/17    | 46.170       | 46.17                       | 0.00              | 0.00          | 46.17           | 46.17                  | 0.00          |
|                                          | PUR       | 07/31/17    | 43,579.220   | 43,579.22                   | 0.00              | 0.00          | 43,579.22       | 43,579.22              | 0.00          |
|                                          | PUR       | 07/31/17    | 4,837.690    | 4,837.69                    | 0.00              | 0.00          | 4,837.69        | 4,837.69               | 0.00          |
|                                          | PUR       | 07/31/17    | 95,314.310   | 95,314.31                   | 0.00              | 0.00          | 95,314.31       | 95,314.31              | 0.00          |
|                                          | SAL       | 08/31/17    | 15,487.370   | 15,487.37                   | 0.00              | 0.00          | 15,487.37       | 15,487.37              | 0.00          |
|                                          | PUR       | 08/31/17    | 4,099.760    | 4,099.76                    | 0.00              | 0.00          | 4,099.76        | 4,099.76               | 0.00          |
|                                          | PUR       | 08/31/17    | 21.730       | 21.73                       | 0.00              | 0.00          | 21.73           | 21.73                  | 0.00          |
|                                          | PUR       | 08/31/17    | 82.810       | 82.81                       | 0.00              | 0.00          | 82.81           | 82.81                  | 0.00          |
|                                          | PUR       | 08/31/17    | 10,346.330   | 10,346.33                   | 0.00              | 0.00          | 10,346.33       | 10,346.33              | 0.00          |
|                                          | PUR       | 08/31/17    | 4,882.120    | 4,882.12                    | 0.00              | 0.00          | 4,882.12        | 4,882.12               | 0.00          |
|                                          | PUR       | 08/31/17    | 165,613.520  | 165,613.52                  | 0.00              | 0.00          | 165,613.52      | 165,613.52             | 0.00          |
|                                          | PUR       | 09/29/17    | 18,418.130   | 18,418.13                   | 0.00              | 0.00          | 18,418.13       | 18,418.13              | 0.00          |
|                                          | PUR       | 09/29/17    | 451,096.650  | 451,096.65                  | 0.00              | 0.00          | 451,096.65      | 451,096.65             | 0.00          |
|                                          | PUR       | 09/29/17    | 23.380       | 23.38                       | 0.00              | 0.00          | 23.38           | 23.38                  | 0.00          |
|                                          | PUR       | 09/29/17    | 85.920       | 85.92                       | 0.00              | 0.00          | 85.92           | 85.92                  | 0.00          |
|                                          | PUR       | 09/29/17    | 10,871.790   | 10,871.79                   | 0.00              | 0.00          | 10,871.79       | 10,871.79              | 0.00          |

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| 5% Report by asset-aggregate (continued) |           |             |              |                             |                       |               | Valuation       | Threshold              |               |
|------------------------------------------|-----------|-------------|--------------|-----------------------------|-----------------------|---------------|-----------------|------------------------|---------------|
|                                          |           |             |              |                             |                       |               | \$23,675,577.77 | \$1,183,778.88         |               |
| Asset description                        | Tran type | Settle date | Shares/units | Purchase/sale Cost/proceeds | Broker commission     | Other expense | Cost of asset   | Previous annual market | Net gain/loss |
|                                          | PUR       | 09/29/17    | 4,956.230    | 4,956.23                    | 0.00                  | 0.00          | 4,956.23        | 4,956.23               | 0.00          |
|                                          | SAL       | 09/29/17    | 233,765.960  | 233,765.96                  | 0.00                  | 0.00          | 233,765.96      | 233,765.96             | 0.00          |
| 52 PURCHASES FOR                         |           |             |              | \$3,845,639.08              | TOTAL ISSUE AGGREGATE |               | \$6,915,949.04  |                        |               |
| 17 SALES FOR                             |           |             |              | \$3,070,309.96              |                       |               |                 |                        |               |

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*Broker commission report*

| Broker/party<br>Asset description | Tran<br>type | Settle date | Shares/units | Purchase/sale<br>Cost/proceeds | Broker<br>commission | Other<br>expense | Cost of asset | Previous<br>annual market | Net gain/loss |
|-----------------------------------|--------------|-------------|--------------|--------------------------------|----------------------|------------------|---------------|---------------------------|---------------|
| GOLDMAN, SACHS & CO.              |              |             |              |                                |                      |                  |               |                           |               |
| AMERICAN EXPRESS CO               | SAL          | 04/25/17    | 425.000      | \$33,767.78                    | \$21.25              | \$0.74           | \$29,197.95   | \$27,217.00               | \$4,547.84    |
| ROCKWELL AUTOMATION INC           | SAL          | 01/30/17    | 75.000       | 11,442.74                      | 3.75                 | 0.25             | 7,985.42      | 9,175.50                  | 3,453.32      |
|                                   | SAL          | 01/31/17    | 50.000       | 7,639.04                       | 2.50                 | 0.17             | 5,323.61      | 6,117.00                  | 2,312.76      |
|                                   | SAL          | 02/01/17    | 100.000      | 15,139.19                      | 5.00                 | 0.34             | 10,647.23     | 12,234.00                 | 4,486.62      |
| BROKER/PARTY TOTAL                |              |             |              |                                | \$32.50              | \$1.50           |               |                           |               |
| SANFORD C. BERNSTEIN AND CO.      |              |             |              |                                |                      |                  |               |                           |               |
| AMERICAN EXPRESS CO               | SAL          | 03/27/17    | 275.000      | \$21,395.69                    | \$13.75              | \$0.47           | \$18,892.79   | \$17,611.00               | \$2,488.68    |
|                                   | SAL          | 03/28/17    | 275.000      | 21,458.14                      | 13.75                | 0.47             | 18,892.79     | 17,611.00                 | 2,551.13      |
|                                   | SAL          | 04/18/17    | 275.000      | 21,143.13                      | 13.75                | 0.47             | 18,892.79     | 17,611.00                 | 2,236.12      |
|                                   | SAL          | 04/19/17    | 200.000      | 15,228.86                      | 10.00                | 0.34             | 13,740.21     | 12,808.00                 | 1,478.31      |
|                                   | SAL          | 04/20/17    | 375.000      | 28,593.56                      | 18.75                | 0.63             | 25,762.90     | 24,015.00                 | 2,811.28      |
|                                   | SAL          | 04/21/17    | 250.000      | 18,981.30                      | 12.50                | 0.42             | 17,175.26     | 16,010.00                 | 1,793.12      |
|                                   | SAL          | 04/24/17    | 225.000      | 17,086.70                      | 11.25                | 0.38             | 15,457.74     | 14,409.00                 | 1,617.33      |
| CERNER CORP                       | PUR          | 01/30/17    | 75.000       | 3,885.01                       | 3.75                 | 0.00             | 3,888.76      | 3,888.76                  | 0.00          |
|                                   | PUR          | 01/31/17    | 150.000      | 7,845.47                       | 7.50                 | 0.00             | 7,852.97      | 7,852.97                  | 0.00          |
|                                   | PUR          | 02/01/17    | 100.000      | 5,278.87                       | 5.00                 | 0.00             | 5,283.87      | 5,283.87                  | 0.00          |
|                                   | PUR          | 02/02/17    | 100.000      | 5,277.37                       | 5.00                 | 0.00             | 5,282.37      | 5,282.37                  | 0.00          |
|                                   | PUR          | 02/06/17    | 50.000       | 2,675.01                       | 2.50                 | 0.00             | 2,677.51      | 2,677.51                  | 0.00          |
|                                   | PUR          | 02/08/17    | 175.000      | 9,307.31                       | 8.75                 | 0.00             | 9,316.06      | 9,316.06                  | 0.00          |
|                                   | PUR          | 02/10/17    | 150.000      | 8,037.33                       | 7.50                 | 0.00             | 8,044.83      | 8,044.83                  | 0.00          |
| BROKER/PARTY TOTAL                |              |             |              |                                | \$133.75             | \$3.18           |               |                           |               |
| JEFFERIES & CO                    |              |             |              |                                |                      |                  |               |                           |               |
| CERNER CORP                       | PUR          | 11/07/16    | 1,100.000    | \$59,187.37                    | \$22.00              | \$0.00           | \$59,209.37   | \$59,209.37               | \$0.00        |
|                                   | PUR          | 11/08/16    | 400.000      | 21,239.88                      | 8.00                 | 0.00             | 21,247.88     | 21,247.88                 | 0.00          |
|                                   | PUR          | 11/09/16    | 225.000      | 11,892.04                      | 4.50                 | 0.00             | 11,896.54     | 11,896.54                 | 0.00          |
|                                   | PUR          | 12/06/16    | 250.000      | 11,980.20                      | 5.00                 | 0.00             | 11,985.20     | 11,985.20                 | 0.00          |
|                                   | PUR          | 12/07/16    | 250.000      | 11,989.50                      | 5.00                 | 0.00             | 11,994.50     | 11,994.50                 | 0.00          |
|                                   | PUR          | 12/09/16    | 150.000      | 7,137.98                       | 3.00                 | 0.00             | 7,140.98      | 7,140.98                  | 0.00          |
| NESTLE S.A.                       | SAL          | 11/08/16    | 300.000      | 21,851.28                      | 6.00                 | 0.48             | 21,840.66     | 23,706.00                 | 4.14          |
| SPONSORED ADR REPSTG REG SH       | SAL          | 11/09/16    | 500.000      | 36,385.85                      | 10.00                | 0.80             | 36,401.10     | 39,510.00                 | - 26.05       |
| ORACLE CORP                       | PUR          | 11/08/16    | 850.000      | 32,520.15                      | 17.00                | 0.00             | 32,537.15     | 32,537.15                 | 0.00          |
|                                   | PUR          | 11/09/16    | 850.000      | 32,573.87                      | 17.00                | 0.00             | 32,590.87     | 32,590.87                 | 0.00          |

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| Broker/party<br>Asset description                                                    | Tran<br>type | Settle date | Shares/units | Purchase/sale<br>Cost/proceeds | Broker<br>commission | Other<br>expense | Cost of asset | Previous<br>annual market | Net gain/loss |
|--------------------------------------------------------------------------------------|--------------|-------------|--------------|--------------------------------|----------------------|------------------|---------------|---------------------------|---------------|
|                                                                                      | PUR          | 11/28/16    | 500.000      | 19,958.10                      | 10.00                | 0.00             | 19,968.10     | 19,968.10                 | 0.00          |
|                                                                                      | PUR          | 11/29/16    | 950.000      | 37,980.05                      | 19.00                | 0.00             | 37,999.05     | 37,999.05                 | 0.00          |
| UNILEVER PLC W/<br>SPONSORED ADR                                                     | PUR          | 02/01/17    | 450.000      | 18,329.94                      | 9.00                 | 0.00             | 18,338.94     | 18,338.94                 | 0.00          |
|                                                                                      | PUR          | 02/02/17    | 425.000      | 17,255.81                      | 8.50                 | 0.00             | 17,264.31     | 17,264.31                 | 0.00          |
|                                                                                      | PUR          | 02/03/17    | 350.000      | 14,391.20                      | 7.00                 | 0.00             | 14,398.20     | 14,398.20                 | 0.00          |
|                                                                                      | PUR          | 02/06/17    | 350.000      | 14,381.54                      | 7.00                 | 0.00             | 14,388.54     | 14,388.54                 | 0.00          |
|                                                                                      | PUR          | 02/07/17    | 275.000      | 11,331.76                      | 5.50                 | 0.00             | 11,337.26     | 11,337.26                 | 0.00          |
| <b>BROKER/PARTY TOTAL</b>                                                            |              |             |              |                                | <b>\$163.50</b>      | <b>\$1.28</b>    |               |                           |               |
| MORGAN STANLEY AND CO, INC<br>TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182 | SAL          | 07/13/17    | 75.000       | \$5,937.38                     | \$3.75               | \$0.14           | \$3,510.06    | \$4,828.50                | \$2,423.43    |
| TJX COMPANIES INC NEW                                                                | PUR          | 06/27/17    | 300.000      | 20,643.63                      | 15.00                | 0.00             | 20,658.63     | 20,658.63                 | 0.00          |
|                                                                                      | PUR          | 07/28/17    | 200.000      | 13,749.18                      | 10.00                | 0.00             | 13,759.18     | 13,759.18                 | 0.00          |
|                                                                                      | PUR          | 07/31/17    | 125.000      | 8,551.55                       | 6.25                 | 0.00             | 8,557.80      | 8,557.80                  | 0.00          |
| TWENTY-FIRST CENTURY-CL A-WI                                                         | SAL          | 07/31/17    | 425.000      | 11,972.21                      | 21.25                | 0.28             | 11,221.27     | 10,293.50                 | 729.41        |
|                                                                                      | SAL          | 08/01/17    | 450.000      | 13,094.42                      | 22.50                | 0.31             | 11,881.34     | 10,899.00                 | 1,190.27      |
| <b>BROKER/PARTY TOTAL</b>                                                            |              |             |              |                                | <b>\$78.75</b>       | <b>\$0.73</b>    |               |                           |               |
| MERRILL LYNCH PIERC FENN & SMITH<br>LEVEL 3 COMMUNICATIONS INC                       | PUR          | 02/16/17    | 75.000       | \$4,349.76                     | \$3.75               | \$0.00           | \$4,353.51    | \$4,353.51                | \$0.00        |
| ROSS STORES INC                                                                      | SAL          | 02/16/17    | 125.000      | 8,531.74                       | 6.25                 | 0.19             | 4,387.65      | 8,037.50                  | 4,137.65      |
|                                                                                      | SAL          | 02/17/17    | 250.000      | 17,119.30                      | 12.50                | 0.38             | 8,775.31      | 16,075.00                 | 8,331.11      |
|                                                                                      | SAL          | 02/21/17    | 300.000      | 20,630.91                      | 15.00                | 0.45             | 10,530.37     | 19,290.00                 | 10,085.09     |
|                                                                                      | SAL          | 02/22/17    | 175.000      | 11,962.27                      | 8.75                 | 0.27             | 6,142.72      | 11,252.50                 | 5,810.53      |
|                                                                                      | SAL          | 02/23/17    | 750.000      | 51,128.18                      | 15.00                | 1.12             | 26,325.93     | 48,225.00                 | 24,786.13     |
| TJX COMPANIES INC NEW                                                                | PUR          | 02/17/17    | 75.000       | 5,838.75                       | 3.75                 | 0.00             | 5,842.50      | 5,842.50                  | 0.00          |
|                                                                                      | PUR          | 02/21/17    | 225.000      | 17,597.79                      | 11.25                | 0.00             | 17,609.04     | 17,609.04                 | 0.00          |
|                                                                                      | PUR          | 02/22/17    | 150.000      | 11,552.34                      | 7.50                 | 0.00             | 11,559.84     | 11,559.84                 | 0.00          |
|                                                                                      | PUR          | 02/23/17    | 125.000      | 9,627.30                       | 6.25                 | 0.00             | 9,633.55      | 9,633.55                  | 0.00          |
|                                                                                      | PUR          | 06/28/17    | 250.000      | 17,186.50                      | 12.50                | 0.00             | 17,199.00     | 17,199.00                 | 0.00          |
| <b>BROKER/PARTY TOTAL</b>                                                            |              |             |              |                                | <b>\$102.50</b>      | <b>\$2.41</b>    |               |                           |               |
| CITIGROUP GLOBAL MKTS INC<br>CENTURYLINK INC                                         | PUR          | 06/14/17    | 250.000      | \$6,505.25                     | \$12.50              | \$0.00           | \$6,517.75    | \$6,517.75                | \$0.00        |

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*Broker commission report (continued)*

| Broker/party<br>Asset description | Tran<br>type | Settle date | Shares/units | Purchase/sale<br>Cost/proceeds | Broker<br>commission | Other<br>expense | Cost of asset | Previous<br>annual market | Net gain/loss |
|-----------------------------------|--------------|-------------|--------------|--------------------------------|----------------------|------------------|---------------|---------------------------|---------------|
| CERNER CORP                       | PUR          | 01/27/17    | 75.000       | 3,833.28                       | 3.75                 | 0.00             | 3,837.03      | 3,837.03                  | 0.00          |
|                                   | PUR          | 02/03/17    | 75.000       | 3,998.75                       | 3.75                 | 0.00             | 4,002.50      | 4,002.50                  | 0.00          |
|                                   | PUR          | 03/29/17    | 150.000      | 8,665.22                       | 7.50                 | 0.00             | 8,672.72      | 8,672.72                  | 0.00          |
| SOUTHWESTERN ENERGY CO            | SAL          | 10/21/16    | 46.000       | 582.82                         | 1.84                 | 0.02             | 580.98        | 580.98                    | - 0.02        |
|                                   | SAL          | 01/23/17    | 62.000       | 601.67                         | 2.48                 | 0.02             | 606.75        | 606.75                    | - 7.58        |
|                                   | SAL          | 04/21/17    | 59.000       | 434.79                         | 2.36                 | 0.01             | 440.14        | 440.14                    | - 7.72        |
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$34.18</b>       | <b>\$0.05</b>    |               |                           |               |
| BAIRD, ROBERT W & CO INC          |              |             |              |                                |                      |                  |               |                           |               |
| AMERISOURCEBERGEN CORP            | PUR          | 03/27/17    | 75.000       | \$6,437.56                     | \$3.75               | \$0.00           | \$6,441.31    | \$6,441.31                | \$0.00        |
|                                   | PUR          | 03/28/17    | 150.000      | 12,941.72                      | 7.50                 | 0.00             | 12,949.22     | 12,949.22                 | 0.00          |
|                                   | PUR          | 03/29/17    | 75.000       | 6,485.63                       | 3.75                 | 0.00             | 6,489.38      | 6,489.38                  | 0.00          |
|                                   | PUR          | 03/30/17    | 75.000       | 6,525.50                       | 3.75                 | 0.00             | 6,529.25      | 6,529.25                  | 0.00          |
| TJX COMPANIES INC NEW             | PUR          | 04/17/17    | 125.000      | 9,575.79                       | 6.25                 | 0.00             | 9,582.04      | 9,582.04                  | 0.00          |
|                                   | PUR          | 04/18/17    | 100.000      | 7,693.96                       | 5.00                 | 0.00             | 7,698.96      | 7,698.96                  | 0.00          |
|                                   | PUR          | 04/19/17    | 125.000      | 9,632.48                       | 6.25                 | 0.00             | 9,638.73      | 9,638.73                  | 0.00          |
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$36.25</b>       | <b>\$0.00</b>    |               |                           |               |
| UBS SECURITIES LLC                |              |             |              |                                |                      |                  |               |                           |               |
| CERNER CORP                       | PUR          | 03/27/17    | 250.000      | \$14,120.60                    | \$12.50              | \$0.00           | \$14,133.10   | \$14,133.10               | \$0.00        |
|                                   | PUR          | 03/28/17    | 150.000      | 8,496.12                       | 7.50                 | 0.00             | 8,503.62      | 8,503.62                  | 0.00          |
| ROSS STORES INC                   | SAL          | 11/28/16    | 350.000      | 24,332.07                      | 7.00                 | 0.54             | 12,285.43     | 22,505.00                 | 12,039.10     |
|                                   | SAL          | 11/29/16    | 100.000      | 6,942.78                       | 2.00                 | 0.16             | 3,510.12      | 6,430.00                  | 3,430.50      |
|                                   | SAL          | 11/30/16    | 50.000       | 3,455.12                       | 1.00                 | 0.08             | 1,755.06      | 3,215.00                  | 1,698.98      |
|                                   | SAL          | 12/01/16    | 125.000      | 8,568.40                       | 2.50                 | 0.19             | 4,387.65      | 8,037.50                  | 4,178.06      |
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$32.50</b>       | <b>\$0.97</b>    |               |                           |               |
| BLAIR, WILLIAM & COMPANY          |              |             |              |                                |                      |                  |               |                           |               |
| AMERICAN EXPRESS CO               | SAL          | 04/17/17    | 100.000      | \$7,715.54                     | \$5.00               | \$0.17           | \$6,870.11    | \$6,404.00                | \$840.26      |
| LEVEL 3 COMMUNICATIONS INC        | PUR          | 02/21/17    | 75.000       | 4,316.92                       | 3.75                 | 0.00             | 4,320.67      | 4,320.67                  | 0.00          |
|                                   | PUR          | 02/22/17    | 75.000       | 4,304.85                       | 3.75                 | 0.00             | 4,308.60      | 4,308.60                  | 0.00          |
| ROSS STORES INC                   | SAL          | 02/22/17    | 75.000       | 5,146.79                       | 3.75                 | 0.12             | 2,632.59      | 4,822.50                  | 2,510.33      |
| TJX COMPANIES INC NEW             | PUR          | 02/22/17    | 75.000       | 5,793.30                       | 3.75                 | 0.00             | 5,797.05      | 5,797.05                  | 0.00          |
|                                   | PUR          | 04/18/17    | 100.000      | 7,698.32                       | 5.00                 | 0.00             | 7,703.32      | 7,703.32                  | 0.00          |

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| Broker/party<br>Asset description                                                          | Tran<br>type | Settle date | Shares/units | Purchase/sale<br>Cost/proceeds | Broker<br>commission | Other<br>expense | Cost of asset | Previous<br>annual market | Net gain/loss |
|--------------------------------------------------------------------------------------------|--------------|-------------|--------------|--------------------------------|----------------------|------------------|---------------|---------------------------|---------------|
| TWENTY-FIRST CENTURY-CL A-WI                                                               | SAL          | 07/28/17    | 650.000      | 18,184.53                      | 32.50                | 0.43             | 17,161.94     | 15,743.00                 | 989.66        |
| <b>BROKER/PARTY TOTAL</b>                                                                  |              |             |              |                                | <b>\$57.50</b>       | <b>\$0.72</b>    |               |                           |               |
| INVESTMENT TECHNOLOGY GROUP, INC<br>TE CONNECTIVITY LTD<br>SEDOL B62B7C3 ISIN CH0102993182 | SAL          | 07/14/17    | 25.000       | \$1,983.75                     | \$0.38               | \$0.05           | \$1,170.02    | \$1,609.50                | \$813.30      |
| ROCKWELL AUTOMATION INC                                                                    | SAL          | 01/30/17    | 225.000      | 34,455.80                      | 3.38                 | 0.76             | 23,956.26     | 27,526.50                 | 10,495.40     |
|                                                                                            | SAL          | 01/31/17    | 100.000      | 15,315.87                      | 1.50                 | 0.34             | 10,647.23     | 12,234.00                 | 4,666.80      |
| TJX COMPANIES INC NEW                                                                      | PUR          | 04/19/17    | 50.000       | 3,854.94                       | 0.75                 | 0.00             | 3,855.69      | 3,855.69                  | 0.00          |
| <b>BROKER/PARTY TOTAL</b>                                                                  |              |             |              |                                | <b>\$6.01</b>        | <b>\$1.15</b>    |               |                           |               |
| INSTINET<br>KEYCORP NEW                                                                    | SAL          | 03/24/17    | 602.000      | \$10,377.70                    | \$18.06              | \$0.23           | \$11,565.17   | \$11,565.17               | -\$1,205.76   |
| VANGUARD TOTAL BOND MARKET<br>ETF                                                          | PUR          | 03/06/17    | 28,300.000   | 2,285,638.18                   | 566.00               | 0.00             | 2,286,204.18  | 2,286,204.18              | 0.00          |
| <b>BROKER/PARTY TOTAL</b>                                                                  |              |             |              |                                | <b>\$584.06</b>      | <b>\$0.23</b>    |               |                           |               |
| LIQUIDNET INC<br>ADVANSIX INC - W/I                                                        | SAL          | 11/15/16    | 55.000       | \$864.16                       | \$0.83               | \$0.02           | \$742.04      | \$741.97                  | \$121.27      |
| CENTURYLINK INC                                                                            | PUR          | 06/16/17    | 75.000       | 2,003.62                       | 1.13                 | 0.00             | 2,004.75      | 2,004.75                  | 0.00          |
| LEVEL 3 COMMUNICATIONS INC                                                                 | PUR          | 02/15/17    | 200.000      | 11,538.22                      | 3.00                 | 0.00             | 11,541.22     | 11,541.22                 | 0.00          |
|                                                                                            | PUR          | 02/21/17    | 75.000       | 4,314.38                       | 1.13                 | 0.00             | 4,315.51      | 4,315.51                  | 0.00          |
| ROSS STORES INC                                                                            | SAL          | 02/15/17    | 125.000      | 8,528.29                       | 1.88                 | 0.19             | 4,387.65      | 8,037.50                  | 4,138.57      |
| <b>BROKER/PARTY TOTAL</b>                                                                  |              |             |              |                                | <b>\$7.97</b>        | <b>\$0.21</b>    |               |                           |               |
| SIDCO/ITG INC.<br>VANGUARD TOTAL BOND MARKET<br>ETF                                        | PUR          | 03/07/17    | 160.000      | \$12,892.66                    | \$3.20               | \$0.00           | \$12,895.86   | \$12,895.86               | \$0.00        |
| <b>BROKER/PARTY TOTAL</b>                                                                  |              |             |              |                                | <b>\$3.20</b>        | <b>\$0.00</b>    |               |                           |               |
| WOLFE TRAHAN SECURITIES<br>SCHLUMBERGER LTD<br>SEDOL 2779201                               | PUR          | 07/28/17    | 125.000      | \$8,406.68                     | \$6.25               | \$0.00           | \$8,412.93    | \$8,412.93                | \$0.00        |
|                                                                                            | PUR          | 07/31/17    | 100.000      | 6,738.51                       | 5.00                 | 0.00             | 6,743.51      | 6,743.51                  | 0.00          |



### Detail

*Broker commission report (continued)*

| Broker/party<br>Asset description<br>ISIN AN8068571086 | Tran<br>type | Settle date | Shares/units | Purchase/sale<br>Cost/proceeds | Broker<br>commission | Other<br>expense | Cost of asset | Previous<br>annual market | Net gain/loss |
|--------------------------------------------------------|--------------|-------------|--------------|--------------------------------|----------------------|------------------|---------------|---------------------------|---------------|
| BROKER/PARTY TOTAL                                     |              |             |              |                                | \$11.25              | \$0.00           |               |                           |               |
|                                                        |              |             |              |                                |                      |                  |               |                           |               |
| FERRETTI GROUP INC<br>MICROSOFT CORP                   | SAL          | 11/08/16    | 675.000      | \$39,984.57                    | \$13.50              | \$0.88           | \$17,688.70   | \$38,880.00               | \$22,281.49   |
| BROKER/PARTY TOTAL                                     |              |             |              |                                | \$13.50              | \$0.88           |               |                           |               |
|                                                        |              |             |              |                                |                      |                  |               |                           |               |
| CONVERGEX LLC<br>TE CONNECTIVITY LTD                   | SAL          | 07/11/17    | 50.000       | \$3,915.34                     | \$2.50               | \$0.10           | \$2,340.04    | \$3,219.00                | \$1,572.70    |
| SEDOL B62B7C3 ISIN CH0102993182                        | SAL          | 07/12/17    | 100.000      | 7,913.07                       | 5.00                 | 0.19             | 4,680.07      | 6,438.00                  | 3,227.81      |
|                                                        | SAL          | 07/13/17    | 125.000      | 9,909.83                       | 6.25                 | 0.23             | 5,850.09      | 8,047.50                  | 4,053.26      |
|                                                        | SAL          | 07/14/17    | 100.000      | 7,940.64                       | 5.00                 | 0.19             | 4,680.07      | 6,438.00                  | 3,255.38      |
|                                                        | SAL          | 07/17/17    | 75.000       | 6,058.36                       | 3.75                 | 0.14             | 3,510.06      | 4,828.50                  | 2,544.41      |
| CENTURYLINK INC                                        | PUR          | 06/12/17    | 150.000      | 3,860.94                       | 7.50                 | 0.00             | 3,868.44      | 3,868.44                  | 0.00          |
|                                                        | PUR          | 06/13/17    | 125.000      | 3,244.18                       | 6.25                 | 0.00             | 3,250.43      | 3,250.43                  | 0.00          |
|                                                        | PUR          | 06/14/17    | 175.000      | 4,558.00                       | 8.75                 | 0.00             | 4,566.75      | 4,566.75                  | 0.00          |
|                                                        | PUR          | 06/15/17    | 400.000      | 10,585.28                      | 20.00                | 0.00             | 10,605.28     | 10,605.28                 | 0.00          |
|                                                        | PUR          | 06/16/17    | 275.000      | 7,427.89                       | 13.75                | 0.00             | 7,441.64      | 7,441.64                  | 0.00          |
|                                                        | PUR          | 06/19/17    | 325.000      | 8,844.71                       | 16.25                | 0.00             | 8,860.96      | 8,860.96                  | 0.00          |
| DEVON ENERGY CORP NEW                                  | SAL          | 03/31/17    | 150.000      | 5,941.07                       | 7.50                 | 0.13             | 7,976.17      | 6,616.50                  | - 2,042.73    |
|                                                        | SAL          | 04/03/17    | 450.000      | 18,379.89                      | 22.50                | 0.41             | 23,928.51     | 19,849.50                 | - 5,571.53    |
|                                                        | SAL          | 04/04/17    | 300.000      | 12,471.99                      | 15.00                | 0.28             | 15,952.34     | 13,233.00                 | - 3,495.63    |
| TJX COMPANIES INC NEW                                  | PUR          | 02/15/17    | 250.000      | 19,136.35                      | 12.50                | 0.00             | 19,148.85     | 19,148.85                 | 0.00          |
|                                                        | PUR          | 02/16/17    | 225.000      | 17,302.52                      | 11.25                | 0.00             | 17,313.77     | 17,313.77                 | 0.00          |
|                                                        | PUR          | 02/17/17    | 175.000      | 13,602.28                      | 8.75                 | 0.00             | 13,611.03     | 13,611.03                 | 0.00          |
|                                                        | PUR          | 02/21/17    | 75.000       | 5,845.79                       | 3.75                 | 0.00             | 5,849.54      | 5,849.54                  | 0.00          |
| BROKER/PARTY TOTAL                                     |              |             |              |                                | \$176.25             | \$1.67           |               |                           |               |
|                                                        |              |             |              |                                |                      |                  |               |                           |               |
| JONESTRADING INSTITUTIONAL SERVI                       |              |             |              |                                |                      |                  |               |                           |               |
| NESTLE S.A.                                            | PUR          | 03/27/17    | 225.000      | \$17,496.07                    | \$4.50               | \$0.00           | \$17,500.57   | \$17,500.57               | \$0.00        |
| SPONSORED ADR REPSTG REG SH                            | PUR          | 03/28/17    | 325.000      | 25,303.30                      | 6.50                 | 0.00             | 25,309.80     | 25,309.80                 | 0.00          |
|                                                        | PUR          | 03/29/17    | 375.000      | 29,246.81                      | 7.50                 | 0.00             | 29,254.31     | 29,254.31                 | 0.00          |
| UNILEVER PLC W/<br>SPONSORED ADR                       | PUR          | 01/31/17    | 100.000      | 4,051.33                       | 2.00                 | 0.00             | 4,053.33      | 4,053.33                  | 0.00          |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609

October 1, 2016 - September 29, 2017

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*Detail*

*Broker commission report (continued)*

| Broker/party<br>Asset description | Tran<br>type | Settle date | Shares/units | Purchase/sale<br>Cost/proceeds | Broker<br>commission | Other<br>expense | Cost of asset | Previous<br>annual market | Net gain/loss |
|-----------------------------------|--------------|-------------|--------------|--------------------------------|----------------------|------------------|---------------|---------------------------|---------------|
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$20.50</b>       | <b>\$0.00</b>    |               |                           |               |
| .....                             |              |             |              |                                |                      |                  |               |                           |               |
| BLOOMBERG TRADEBOOK LLC           |              |             |              |                                |                      |                  |               |                           |               |
| DEVON ENERGY CORP NEW             | SAL          | 03/28/17    | 100.000      | \$3,913.85                     | \$5.00               | \$0.09           | \$5,317.45    | \$4,411.00                | - \$1,408.69  |
|                                   | SAL          | 03/29/17    | 175.000      | 6,828.75                       | 8.75                 | 0.15             | 9,305.53      | 7,719.25                  | - 2,485.68    |
|                                   | SAL          | 03/30/17    | 225.000      | 8,702.53                       | 11.25                | 0.19             | 11,964.26     | 9,924.75                  | - 3,273.17    |
|                                   | SAL          | 03/31/17    | 400.000      | 15,792.80                      | 20.00                | 0.35             | 21,269.79     | 17,644.00                 | - 5,497.34    |
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$45.00</b>       | <b>\$0.78</b>    |               |                           |               |
| .....                             |              |             |              |                                |                      |                  |               |                           |               |
| BARCLAYS CAPITAL LE               |              |             |              |                                |                      |                  |               |                           |               |
| CENTURYLINK INC                   | PUR          | 06/12/17    | 50.000       | \$1,283.25                     | \$2.50               | \$0.00           | \$1,285.75    | \$1,285.75                | \$0.00        |
| CERNER CORP                       | PUR          | 03/30/17    | 100.000      | 5,906.80                       | 5.00                 | 0.00             | 5,911.80      | 5,911.80                  | 0.00          |
| ROSS STORES INC                   | SAL          | 02/15/17    | 125.000      | 8,553.05                       | 6.25                 | 0.19             | 4,387.65      | 8,037.50                  | 4,158.96      |
| TJX COMPANIES INC NEW             | PUR          | 08/01/17    | 75.000       | 5,199.05                       | 3.75                 | 0.00             | 5,202.80      | 5,202.80                  | 0.00          |
|                                   | PUR          | 08/02/17    | 150.000      | 10,433.61                      | 7.50                 | 0.00             | 10,441.11     | 10,441.11                 | 0.00          |
| TWENTY-FIRST CENTURY-CL A-WI      | SAL          | 08/01/17    | 300.000      | 8,818.35                       | 15.00                | 0.21             | 7,920.89      | 7,266.00                  | 882.25        |
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$40.00</b>       | <b>\$0.40</b>    |               |                           |               |
| .....                             |              |             |              |                                |                      |                  |               |                           |               |
| MAXIM GROUP                       |              |             |              |                                |                      |                  |               |                           |               |
| BANK NEW YORK MELLON CORP COM     | SAL          | 03/27/17    | 175.000      | \$8,077.76                     | \$3.50               | \$0.18           | \$4,905.26    | \$6,979.00                | \$3,168.82    |
|                                   | SAL          | 03/28/17    | 175.000      | 8,112.88                       | 3.50                 | 0.18             | 4,905.26      | 6,979.00                  | 3,203.94      |
| DANONE                            | SAL          | 11/07/16    | 1,050.000    | 14,430.47                      | 7.88                 | 0.32             | 15,154.76     | 15,592.50                 | - 732.49      |
| SPONS ADR                         | SAL          | 11/08/16    | 550.000      | 7,493.81                       | 4.13                 | 0.17             | 7,938.21      | 8,167.50                  | - 448.70      |
|                                   | SAL          | 11/09/16    | 350.000      | 4,743.69                       | 2.63                 | 0.11             | 5,051.59      | 5,197.50                  | - 310.64      |
|                                   | SAL          | 11/10/16    | 350.000      | 4,730.18                       | 2.63                 | 0.11             | 5,051.59      | 5,197.50                  | - 324.15      |
|                                   | SAL          | 11/14/16    | 400.000      | 5,399.96                       | 3.00                 | 0.12             | 5,773.24      | 5,940.00                  | - 376.40      |
|                                   | SAL          | 11/16/16    | 950.000      | 11,973.71                      | 7.13                 | 0.27             | 13,711.45     | 14,107.50                 | - 1,745.14    |
|                                   | SAL          | 11/17/16    | 700.000      | 8,722.98                       | 5.25                 | 0.20             | 10,103.17     | 10,395.00                 | - 1,385.64    |
|                                   | SAL          | 11/18/16    | 400.000      | 5,013.64                       | 3.00                 | 0.11             | 5,773.24      | 5,940.00                  | - 762.71      |
|                                   | SAL          | 12/14/16    | 1,050.000    | 13,542.80                      | 7.88                 | 0.30             | 15,154.76     | 15,592.50                 | - 1,620.14    |
|                                   | SAL          | 12/15/16    | 950.000      | 12,248.64                      | 7.13                 | 0.27             | 13,711.44     | 14,107.50                 | - 1,470.20    |
| HONEYWELL INTL INC                | PUR          | 10/12/16    | 250.000      | 28,898.58                      | 5.00                 | 0.00             | 28,903.58     | 28,903.58                 | 0.00          |
|                                   | PUR          | 10/14/16    | 400.000      | 42,294.80                      | 8.00                 | 0.00             | 42,302.80     | 42,302.80                 | 0.00          |
|                                   | PUR          | 10/17/16    | 325.000      | 34,867.07                      | 6.50                 | 0.00             | 34,873.57     | 34,873.57                 | 0.00          |

PORT ORANGE FIRE PENSION ROLLUP  
CONSOLIDATED ACCOUNT STATEMENT

Account number 20-75-502-4493609

October 1, 2016 - September 29, 2017

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*Detail*

*Broker commission report (continued)*

| Broker/party<br>Asset description | Tran<br>type | Settle date | Shares/units | Purchase/sale<br>Cost/proceeds | Broker<br>commission | Other<br>expense | Cost of asset | Previous<br>annual market | Net gain/loss |
|-----------------------------------|--------------|-------------|--------------|--------------------------------|----------------------|------------------|---------------|---------------------------|---------------|
| LEVEL 3 COMMUNICATIONS INC        | PUR          | 02/15/17    | 125.000      | 7,210.49                       | 2.50                 | 0.00             | 7,212.99      | 7,212.99                  | 0.00          |
|                                   | PUR          | 02/16/17    | 200.000      | 11,596.96                      | 4.00                 | 0.00             | 11,600.96     | 11,600.96                 | 0.00          |
|                                   | PUR          | 02/17/17    | 175.000      | 10,120.37                      | 3.50                 | 0.00             | 10,123.87     | 10,123.87                 | 0.00          |
|                                   | PUR          | 02/22/17    | 50.000       | 2,864.69                       | 1.00                 | 0.00             | 2,865.69      | 2,865.69                  | 0.00          |
|                                   | PUR          | 02/23/17    | 175.000      | 10,015.39                      | 3.50                 | 0.00             | 10,018.89     | 10,018.89                 | 0.00          |
| ROSS STORES INC                   | SAL          | 11/28/16    | 550.000      | 38,252.01                      | 11.00                | 0.84             | 19,305.67     | 35,365.00                 | 18,934.50     |
| UNILEVER PLC W/<br>SPONSORED ADR  | SAL          | 06/13/17    | 200.000      | 11,150.30                      | 4.00                 | 0.25             | 8,081.86      | 8,988.76                  | 3,064.19      |
|                                   | SAL          | 06/14/17    | 400.000      | 22,050.68                      | 8.00                 | 0.49             | 16,163.72     | 17,977.52                 | 5,878.47      |
|                                   | SAL          | 06/15/17    | 200.000      | 10,875.90                      | 4.00                 | 0.24             | 8,081.86      | 8,988.76                  | 2,789.80      |
|                                   | SAL          | 06/16/17    | 225.000      | 12,209.83                      | 4.50                 | 0.27             | 9,092.10      | 10,112.36                 | 3,112.96      |
|                                   | SAL          | 06/19/17    | 225.000      | 12,203.42                      | 4.50                 | 0.27             | 9,092.10      | 10,112.36                 | 3,106.55      |
|                                   | SAL          | 06/20/17    | 275.000      | 14,860.86                      | 5.50                 | 0.33             | 11,112.56     | 12,359.54                 | 3,742.47      |
|                                   | SAL          | 06/21/17    | 175.000      | 9,568.58                       | 3.50                 | 0.21             | 7,071.63      | 7,865.17                  | 2,493.24      |
|                                   | SAL          | 06/22/17    | 225.000      | 12,336.68                      | 4.50                 | 0.27             | 9,092.10      | 10,112.35                 | 3,239.81      |
|                                   | SAL          | 06/23/17    | 125.000      | 6,838.48                       | 2.50                 | 0.15             | 5,051.16      | 5,617.98                  | 1,784.67      |
|                                   | SAL          | 06/26/17    | 175.000      | 9,528.37                       | 3.50                 | 0.21             | 7,071.63      | 7,865.16                  | 2,453.03      |
|                                   | SAL          | 06/27/17    | 125.000      | 6,808.61                       | 2.50                 | 0.15             | 5,051.16      | 5,617.98                  | 1,754.80      |
|                                   | SAL          | 06/28/17    | 200.000      | 10,885.00                      | 4.00                 | 0.24             | 8,081.86      | 8,988.76                  | 2,798.90      |
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$153.66</b>      | <b>\$6.26</b>    |               |                           |               |
| BROADCORT CAPITAL CORP FIXED INC  |              |             |              |                                |                      |                  |               |                           |               |
| ORACLE CORP                       | PUR          | 11/29/16    | 100.000      | \$3,999.86                     | \$5.00               | \$0.00           | \$4,004.86    | \$4,004.86                | \$0.00        |
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$5.00</b>        | <b>\$0.00</b>    |               |                           |               |
| STATE STREET BROKERAGE SVCS       |              |             |              |                                |                      |                  |               |                           |               |
| CENTURYLINK INC                   | PUR          | 06/13/17    | 200.000      | \$5,184.30                     | \$3.00               | \$0.00           | \$5,187.30    | \$5,187.30                | \$0.00        |
| <b>BROKER/PARTY TOTAL</b>         |              |             |              |                                | <b>\$3.00</b>        | <b>\$0.00</b>    |               |                           |               |

*Detail*

*5% Report by broker-securities*

|                            |      |             |              |                |                       |         |               | Valuation              | Threshold             |
|----------------------------|------|-------------|--------------|----------------|-----------------------|---------|---------------|------------------------|-----------------------|
|                            |      |             |              |                |                       |         |               | <b>\$23,675,577.77</b> | <b>\$1,183,778.88</b> |
| Broker/party               | Tran | Settle date | Shares/units | Purchase/sale  | Broker                | Other   | Cost of asset | Previous               | Net gain/loss         |
| Asset description          | type |             |              | Cost/proceeds  | commission            | expense |               | annual market          |                       |
| INSTINET                   |      |             |              |                |                       |         |               |                        |                       |
| KEYCORP NEW                | SAL  | 03/24/17    | 602.000      | \$ 10,377.70   | \$ 18.06              | \$ 0.23 | \$ 11,565.17  | \$ 11,565.17           | - \$1,205.76          |
| VANGUARD TOTAL BOND MARKET | PUR  | 03/06/17    | 28,300.000   | 2,285,638.18   | 566.00                | 0.00    | 2,286,204.18  | 2,286,204.18           | 0.00                  |
| ETF                        |      |             |              |                |                       |         |               |                        |                       |
| 1 PURCHASES FOR            |      |             |              | \$2,285,638.18 | TOTAL ISSUE AGGREGATE |         |               | \$2,296,015.88         |                       |
| 1 SALES FOR                |      |             |              | \$10,377.70    |                       |         |               |                        |                       |

*Detail*

*5% Report by broker-nonsecurities*

|                                   |              |             |              |                                |                       |                  |               | Valuation                 | Threshold             |
|-----------------------------------|--------------|-------------|--------------|--------------------------------|-----------------------|------------------|---------------|---------------------------|-----------------------|
|                                   |              |             |              |                                |                       |                  |               | <b>\$23,675,577.77</b>    | <b>\$1,183,778.88</b> |
| Broker/party<br>asset description | Tran<br>type | Settle date | Shares/units | Purchase/sale<br>cost/proceeds | Broker<br>commission  | Other<br>expense | Cost of asset | Previous<br>annual market | Net gain/loss         |
| INSTINET                          |              |             |              |                                |                       |                  |               |                           |                       |
| KEYCORP NEW                       | SAL          | 03/24/17    | 602.000      | \$ 10,377.70                   | \$ 18.06              | \$ .000.23       | \$ 11,565.17  | \$ 11,565.17              | - \$1,205.76          |
| VANGUARD TOTAL BOND MARKET<br>ETF | PUR          | 03/06/17    | 28,300.000   | 2,285,638.18                   | 566.00                | .000.00          | 2,286,204.18  | 2,286,204.18              | 0.00                  |
| 1 PURCHASES FOR                   |              |             |              | \$2,285,638.18                 | TOTAL ISSUE AGGREGATE |                  |               | \$2,296,015.88            |                       |
| 1 SALES FOR                       |              |             |              | \$10,377.70                    |                       |                  |               |                           |                       |

***City of Port Orange Fire and Rescue Pension Fund***  
**4545 S. Clyde Morris Blvd.**  
**Port Orange, Florida 32129**

December 20, 2107

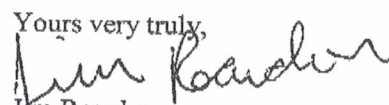
Honorable Mayor and City Council  
c/o Mr. Michael Johansson, City Manager  
City of Port Orange, Florida  
1000 City Center Circle  
Port Orange, Florida 32129

***Re: City of Port Orange Fire and Rescue Pension Fund - Annual Report of Investment Activity***

Dear Mr. Johansson:

In accordance with Section 112.661(15), Florida Statutes, please find enclosed the annual reports of investment activity of the City of Port Orange Fire and Rescue Pension Fund. This report includes investments in the portfolio as of September 30, 2017 listed by class or type, book value, income earned and market value as of the stated date. This report must also be made available to the public (if requested as a public record).

Yours very truly,

  
Jim Reardon  
Chairman, Board of Trustees

Enclosure: As Stated



Freiman Little Actuaries, LLC  
4105 Savannahs Trail  
Merritt Island, FL 32953

(321) 453-6542 office  
(321) 453-6998 facsimile

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# City of Port Orange

## Police Pension Fund

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Actuarial Valuation as of October 1, 2017



APPROVED BY PORT ORANGE POLICE PENSION BOARD OF TRUSTEES

FEBRUARY 16, 2018

February 12, 2018

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REPORT TO DETERMINE MINIMUM FUNDING REQUIREMENTS  
FOR THE PLAN AND FISCAL YEAR  
ENDING SEPTEMBER 30, 2019







February 12, 2018

Board of Trustees  
City of Port Orange Police Pension Fund  
Port Orange, Florida

**RE: Actuarial Valuation as of October 1, 2017**

Dear Board Members:

We are pleased to present the actuarial valuation as of October 1, 2017 for the City of Port Orange Police Pension Fund (the Plan). This report provides a review of the current funded status of the Plan, establishes the minimum funding requirements for the fiscal year ending September 30, 2019 and provides an analysis of experience since the last valuation. In addition to providing the summary and derivation of actuarial findings, this report describes the data, assumptions, and methods used to create these results.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

Statement by Enrolled Actuary:

"This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation."

We look forward to the presentation of these results to you in person and we are always available to answer any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Chad M. Little".

Chad M. Little, ASA, EA  
Partner, Consulting Actuary  
Enrollment Number 17-6619

A handwritten signature in black ink, appearing to read "Paula C. Freiman".

Paula C. Freiman, ASA, EA  
Partner, Consulting Actuary  
Enrollment Number 17-5796



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## Section

## 1

## Board Summary

This report presents the results of the October 1, 2017 actuarial valuation of the City of Port Orange Police Pension Fund (the Plan).

## Summary of Principal Valuation Results

A summary of the key valuation findings as of October 1, 2017 are compared with the results of the prior valuation below.

| <b>Fiscal Year Ending September 30,</b>             | <b>2018</b>       | <b>2019</b>       |
|-----------------------------------------------------|-------------------|-------------------|
| Total Minimum Funding Requirement (City plus State) | \$3,197,607       | \$3,240,623       |
| As a Percent of Payroll                             | 73.10%            | 65.98%            |
| Estimated State Contribution                        | \$373,343         | \$397,680         |
| As a Percent of Payroll                             | 8.53%             | 8.10%             |
| Estimated Minimum Required City Contribution        | \$2,824,264       | \$2,842,943       |
| As a Percent of Payroll                             | 64.57%            | 57.88%            |
| <br><b>Valuation Date October 1,</b>                | <br><b>2016</b>   | <br><b>2017</b>   |
| Accrued Liability (AL)                              | \$45,802,205      | \$48,774,256      |
| Actuarial Value of Assets                           | <u>31,657,626</u> | <u>34,941,463</u> |
| Unfunded Accrued Liability (UAL)                    | \$14,144,579      | \$13,832,793      |
| Funded Percentage                                   | 69.12%            | 71.64%            |
| <br><b>Valuation Date October 1,</b>                | <br><b>2016</b>   | <br><b>2017</b>   |
| Assumed Rate of Investment Return                   | 7.55%             | 7.45%             |
| Individual Salary Increases                         | 7.50%             | 7.50%             |
| Long-term Payroll Inflation                         | 3.50%             | 3.50%             |
| Payroll Inflation for Amortization of Unfunded      | 1.00%             | 1.00%             |
| Funding Method                                      | Entry Age         | Entry Age         |

Note: We recommend the deposit of at least the minimum required contributions as a dollar amount shown above.

## Summary of Significant Events

Determination of the funded status of the Plan and minimum funding requirements are based on participant data, asset information, Plan provisions, actuarial methods and assumptions, as well as contributions made to the Plan by the State of Florida. Any significant events associated with these items are discussed in the following.

In preparing our report we relied, without audit, on information (some oral and some written) supplied by the City and the Plan Administrator. This information includes, but is not limited to, statutory provisions, employee census, and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

### Participant Data

The number of active members increased from 79 to 86 with an increase of 12% in the payroll expected for the 12-month period beginning on the valuation date in comparison to the 1% payroll growth assumption used to amortize the unfunded accrued liability and the 3.5% increase assumption used to project total payroll to the funding year. The average annual payroll growth for the last ten years is shown below.

| <b>Valuation<br/>Date</b> | <b>Increase<br/>Total<br/>Valuation<br/>Payroll</b> |
|---------------------------|-----------------------------------------------------|
| 10/01/2008                | 0 %                                                 |
| 10/01/2009                | 8 %                                                 |
| 10/01/2010                | (19)%                                               |
| 10/01/2011                | (3)%                                                |
| 10/01/2012                | 11 %                                                |
| 10/01/2013                | 10 %                                                |
| 10/01/2014                | 5 %                                                 |
| 10/01/2015                | 10 %                                                |
| 10/01/2016                | (8)%                                                |
| 10/01/2017                | 12 %                                                |
| 10-Year Average           | 2 %                                                 |

There was a demographic loss on an actuarial accrued liability basis mostly due to pay increases more than expected offset by the vested termination of one member and the death of a retiree. While corrections were made to pensionable pay for fiscal 2014 and fiscal 2015, this revision had a minimal effect on the liability of the Plan.

The following table provides the details of actuarial gains and losses by source since October 1, 2006, the date of the last experience review of the Plan. We recommend an experience review be performed. In general, should a pattern of consistent gains or losses develop, assumptions may require revision.

| <b>Valuation Date</b> |                | <b>Total</b> | <b>Investment Related</b> | <b>Demographic</b> |
|-----------------------|----------------|--------------|---------------------------|--------------------|
| 10/01/2007            | Actuarial Loss | 1,227,859    | (278,370)                 | 1,506,229          |
| 10/01/2008            | Actuarial Loss | 2,599,494    | 2,579,310                 | 20,184             |
| 10/01/2009            | Actuarial Loss | 1,538,368    | 661,567                   | 880,810            |
| 10/01/2010            | Actuarial Loss | 121,763      | 591,163                   | (469,400)          |
| 10/01/2011            | Actuarial Loss | 190,481      | 805,498                   | (615,017)          |
| 10/01/2012            | Actuarial Loss | 680,484      | 578,926                   | 101,558            |
| 10/01/2013            | Actuarial Gain | (181,623)    | (255,604)                 | 73,981             |
| 10/01/2014            | Actuarial Loss | 278,366      | (279,250)                 | 557,616            |
| 10/01/2015            | Actuarial Loss | 801,046      | 191,273                   | 609,773            |
| 10/01/2016            | Actuarial Gain | (809,648)    | 141,056                   | (950,704)          |
| 10/01/2017            | Actuarial Loss | 756,776      | 359,073                   | 397,703            |

### Assets

Whereas the assets were assumed to achieve a 7.55% investment return net of expenses, the return on the market value of assets was 10.04% producing a gain on a market value basis. Due to the smoothing method used to produce the actuarial value of assets which recognizes market value gains and losses over a five-year period, a 6.39% return was achieved on the actuarial value of assets such that an actuarial investment related loss was experienced for the year ended September 30, 2017. The following provides a summary of the actual return on investments for the 12-month periods ending on the date specified.

|                 | <b>Year Ended 9/30</b> | <b>Market Investment Return</b> | <b>Actuarial Investment Return</b> | <b>Assumed Net Return</b> |
|-----------------|------------------------|---------------------------------|------------------------------------|---------------------------|
| 1               | 1996                   | 13.1 %                          | 13.1 %                             | 8.50%                     |
| 2               | 1997                   | 18.4 %                          | 18.4 %                             | 8.50%                     |
| 3               | 1998                   | 3.7 %                           | 3.7 %                              | 8.50%                     |
| 4               | 1999                   | 8.2 %                           | 8.2 %                              | 8.50%                     |
| 5               | 2000                   | 11.4 %                          | 11.4 %                             | 8.50%                     |
| 6               | 2001                   | (11.3)%                         | (11.3)%                            | 8.50%                     |
| 7               | 2002                   | (7.3)%                          | (7.3)%                             | 8.50%                     |
| 8               | 2003                   | 21.0 %                          | 21.0 %                             | 8.50%                     |
| 9               | 2004                   | 8.1 %                           | 8.1 %                              | 8.50%                     |
| 10              | 2005                   | 7.7 %                           | 7.7 %                              | 8.50%                     |
| 11              | 2006                   | 6.2 %                           | 6.2 %                              | 8.50%                     |
| 12              | 2007                   | 10.6 %                          | 10.6 %                             | 8.00%                     |
| 13              | 2008                   | (12.1)%                         | (12.1)%                            | 8.00%                     |
| 14              | 2009                   | 8.2 %                           | 3.3 %                              | 8.00%                     |
| 15              | 2010                   | 8.4 %                           | 4.2 %                              | 8.00%                     |
| 16              | 2011                   | (0.6)%                          | 3.4 %                              | 8.00%                     |
| 17              | 2012                   | 17.5 %                          | 5.0 %                              | 8.00%                     |
| 18              | 2013                   | 11.1 %                          | 8.9 %                              | 7.75%                     |
| 19              | 2014                   | 7.6 %                           | 8.8 %                              | 7.75%                     |
| 20              | 2015                   | (0.1)%                          | 7.0 %                              | 7.75%                     |
| 21              | 2016                   | 6.0 %                           | 7.1 %                              | 7.65%                     |
| 22              | 2017                   | 10.0 %                          | 6.4 %                              | 7.55%                     |
| 22-Year Average |                        | 6.3 %                           | 5.7 %                              | 8.18%                     |
| 10-Year Average |                        | 5.3 %                           | 4.0 %                              | 7.84%                     |



The average return on the Market Value of Assets has been 6.3%, when looking over the last 22 valuations performed and 5.3% over the last 10 years, as shown above.

Net investment returns less than the assumed rate of return result in increased annual minimum required contributions. The net assumed investment return was revised to 7.45% for the October 1, 2017 actuarial valuation of the Plan.

## Plan Provisions

Ordinance No. 2017-19 adopted effective September 19, 2017 Modifies language to extend Trustee terms from two to four years. We issued a statement of no impact associated with this change in Plan provisions on August 28, 2017.

Ordinance No. 2017-32 adopted effective December 12, 2017 amended the plan to provide that all annual premium tax revenues received pursuant to Chapter 185 and all accumulated excess Chapter 185 premium tax revenues as of October 1, 2016 are used to offset the City's pension contributions. For this October 1, 2017 actuarial valuation of the Plan the \$7,192 accumulated excess was released into the actuarial value of assets as if the funding had been received for the year ending September 30, 2017. This ordinance also created a defined contribution plan component commonly referred to as the Share Plan. Our letter dated December 12, 2017 indicated that the increase in cost to the City would be equal to any contributions made to the Share Plan in the future. As currently the City of Port Orange and the union representing police officers have mutually agreed that no Chapter 185 premium tax revenues will be allocated to the Share Plan, there is no impact for the Share Plan at this time.

## Methods

There have been no changes in methods since the prior valuation of the Plan.

## Assumptions

The net assumed rate of investment return was revised from 7.55% used in the October 1, 2016 actuarial valuation to 7.45% for this October 1, 2017 actuarial valuation of the Plan as directed by the Board of Trustees. The 7.45% assumed return is a prescribed assumption as defined by Actuarial Standard of Practice No. 27 (ASOP 27), as it is set by the Board. The prescribed assumption significantly conflicts with our judgment regarding what would constitute a reasonable assumption for the purpose of the measurement as discussed in ASOP 27. As discussed with the Board we recommend lowering the net assumed return further.

In the prior valuation the required contribution was determined as of the valuation date, projected forward at 3.5% for one year after the valuation date to the beginning of the next fiscal year, then converted to a contribution payable periodically throughout the fiscal year beginning one year after the valuation date using the net assumed rate of investment return. For this valuation, projection for one year from the valuation date to the beginning of the next fiscal year is at the 7.45% net assumed rate of investment return.

In the prior valuation, the mortality table was that used for special risk employees in the valuation of the Florida Retirement System (FRS) as of July 1, 2015, as required by state statute. The mortality table has been revised to that used for special risk employees in the valuation of FRS as of July 1, 2016 and 2017, as required by state statute. While healthy post-retirement mortality and disabled mortality rates were unchanged, healthy pre-retirement mortality was revised.



## State Contributions

The Estimated Minimum Required City Contribution assumes that the premium tax money received from the State will be in the same amount received in the prior year. Should the amount received in the fiscal years ending September 30, 2018 and 2019 be less than expected, the City will need to contribute any potential shortfall to the Plan.

## Section

## 2

## Results Derivation

In this section, the assets and liabilities of the Plan are shown in detail. Assets and liabilities are then compared to determine the funded status and minimum funding requirements. Finally, analysis is performed to explain movement in results from the prior valuation.

While asset information is based on the fair market value of assets, along with any techniques used to smooth out market fluctuations, liabilities are determined through a combination of the benefit provisions, participant census data which contains information for the members who will receive those benefits, and the methods and assumptions used with regard to how benefits will be paid to members. A summary of participant data, an outline of the benefit provisions, and a description of the methods and assumptions used in this valuation are described in Section 4.

## Financial Information

Over the life of the Plan, the majority of assets are typically generated from investment return. In this section, we describe how the assets of the Plan are invested, show how the actuarial value of assets is derived, and review the investment results since the prior valuation.

## Investment Allocation

| Valuation Date                           | October 1, 2016 |           | October 1, 2017 |           |
|------------------------------------------|-----------------|-----------|-----------------|-----------|
| Government agency obligations            | \$4,242,164     | 14%       | \$5,079,539     | 15%       |
| Corporate and municipal debt obligations | 3,191,355       | 11%       | 3,254,729       | 9%        |
| Corporate equity securities              | 16,064,856      | 52%       | 18,871,877      | 55%       |
| Partnership securities                   | 1,996,541       | 7%        | 1,574,360       | 5%        |
| Mutual funds                             | 2,012,672       | 7%        | 825,954         | 2%        |
| Real estate investments                  | 2,169,990       | 7%        | 2,879,056       | 8%        |
| Cash and cash equivalents                | 233,016         | 1%        | 1,663,095       | 5%        |
| Net receivables                          | <u>195,094</u>  | <u>1%</u> | <u>235,119</u>  | <u>1%</u> |
| Fair Market Value of Assets              | \$30,105,688    | 100%      | \$34,383,729    | 100%      |

## Reconciliation of Market Value of Assets

| Year Ending September 30,                          | 2016               | 2017               |
|----------------------------------------------------|--------------------|--------------------|
| 1. <b>Market Value of Assets Beginning of Year</b> | \$28,157,398       | \$30,105,688       |
| 2. Contributions                                   |                    |                    |
| a. City                                            | \$2,817,806        | \$2,824,801        |
| b. State                                           | 373,343            | 397,680            |
| c. Plan Members                                    | <u>336,731</u>     | <u>355,777</u>     |
| d. Total Contributions                             | \$3,527,880        | \$3,578,258        |
| 3. Investment earnings                             |                    |                    |
| a. Realized gains and (losses)                     | \$(120,505)        | \$282,913          |
| b. Unrealized gains and (losses)                   | 1,572,196          | 2,542,552          |
| c. Interest and dividends                          | 447,111            | 475,423            |
| d. Investment expense                              | <u>(209,970)</u>   | <u>(237,571)</u>   |
| e. Net investment income                           | \$1,688,832        | \$3,063,317        |
| 4. Deductions                                      |                    |                    |
| a. Regular pension benefits                        | \$(2,136,850)      | \$(2,245,308)      |
| b. DROP distributions                              | (920,505)          | 0                  |
| c. Contribution refunds                            | (94,298)           | (11,688)           |
| d. Administrative expenses                         | <u>(116,769)</u>   | <u>(106,538)</u>   |
| e. Total Deductions                                | \$(3,268,422)      | \$(2,363,534)      |
| 5. Net Increase                                    | <u>\$1,948,290</u> | <u>\$4,278,041</u> |
| 6. <b>Market Value of Assets End of Year</b>       | \$30,105,688       | \$34,383,729       |
| 7. <b>Actual Return on Market Value of Assets</b>  |                    |                    |
| a. Beginning Value                                 | \$28,157,398       | \$30,105,688       |
| b. Ending Value                                    | 30,105,688         | 34,383,729         |
| c. Contributions                                   | 3,527,880          | 3,578,258          |
| d. Benefits Paid                                   | (3,151,653)        | (2,256,996)        |
| e. Administrative Expenses                         | (116,769)          | (106,538)          |
| f. Investment Income                               | 1,688,832          | 3,063,317          |
| g. Actual Return on Market Value of Assets         | 6.01 %             | 10.04 %            |

## Development of Actuarial Value of Assets

The market value of assets is adjusted to recognize gains and losses over a five-year period. However, the Actuarial Value of Assets is limited to no more than 120% or less than 80% of the market value of assets.

### Determination of Actuarial Value of Assets for the Plan Year Ended September 30, 2017

|    |                                                                                                   |                                 |                                 |                                     |
|----|---------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------|-------------------------------------|
| 1. | Market Value of Assets as of October 1, 2017                                                      |                                 |                                 | \$34,383,729                        |
| 2. | Phase-In Gains (Losses) Over Five Year Period                                                     |                                 |                                 |                                     |
|    |                                                                                                   | <b>Original<br/>Gain (Loss)</b> | <b>Percent<br/>Unrecognized</b> | <b>Unrecognized<br/>Gain (Loss)</b> |
| a. | Year Ending 9/30/2017                                                                             | \$759,494                       | 80%                             | \$607,595                           |
| b. | Year Ending 9/30/2016                                                                             | (460,853)                       | 60%                             | (276,512)                           |
| c. | Year Ending 9/30/2015                                                                             | (2,196,177)                     | 40%                             | (878,471)                           |
| d. | Year Ending 9/30/2014                                                                             | (51,729)                        | 20%                             | <u>(10,346)</u>                     |
| e. | Total                                                                                             |                                 |                                 | \$(557,734)                         |
| 3. | Preliminary Actuarial Value of Assets as of October 1, 2017                                       |                                 |                                 | \$34,941,463                        |
| 4. | Corridor Around Market Value                                                                      |                                 |                                 |                                     |
| a. | Minimum = 80% of Market Value of Assets                                                           |                                 |                                 | \$27,506,983                        |
| b. | Maximum = 120% of Market Value of Assets                                                          |                                 |                                 | \$41,260,475                        |
| c. | Corridor Adjustment to Preliminary Actuarial Value                                                |                                 |                                 | \$0                                 |
| 5. | Cumulative Balance of State Funding Available for Benefit Improvements<br>(Before Mutual Consent) |                                 |                                 | \$7,192                             |
| 6. | Actuarial Value of Assets as of October 1, 2017 (3. + 4.c. - 5.)<br>(Before Mutual Consent)       |                                 |                                 | \$34,934,271                        |
| 7. | Actuarial Value of Assets as of October 1, 2017 (3. + 4.c.)<br>(After Mutual Consent)             |                                 |                                 | \$34,941,463                        |

## Development of Historical Gain or Loss on Market Value of Assets

|                                               | <b>2017</b>      | <b>2016</b>      |
|-----------------------------------------------|------------------|------------------|
| 1. Market Value of Assets - Beginning of Year | \$30,105,688     | \$28,157,398     |
| 2. Contributions                              | 3,578,258        | 3,527,880        |
| 3. Benefit Payments                           | (2,256,996)      | (3,151,653)      |
| 4. Administrative Expenses                    | (106,538)        | (116,769)        |
| 5. Expected Return on Assets                  | <u>2,303,823</u> | <u>2,149,685</u> |
| 6. Expected Value of Assets at End of Year    | \$33,624,235     | \$30,566,541     |
| 7. Market Value of Assets - End of Year       | \$34,383,729     | \$30,105,688     |
| 8. Gain (Loss) for Plan Year = (7) - (6)      | \$759,494        | \$(460,853)      |
|                                               | <b>2015</b>      | <b>2014</b>      |
| 1. Market Value of Assets - Beginning of Year | \$28,294,900     | \$25,322,725     |
| 2. Contributions                              | 3,403,714        | 3,303,037        |
| 3. Benefit Payments                           | (3,415,712)      | (2,165,565)      |
| 4. Administrative Expenses                    | (104,276)        | (103,311)        |
| 5. Expected Return on Assets                  | <u>2,174,949</u> | <u>1,989,743</u> |
| 6. Expected Value of Assets at End of Year    | \$30,353,575     | \$28,346,629     |
| 7. Market Value of Assets - End of Year       | \$28,157,398     | \$28,294,900     |
| 8. Gain (Loss) for Plan Year = (7) - (6)      | \$(2,196,177)    | \$(51,729)       |

## State Contributions

| <b>Year<br/>Ending<br/>September 30</b> | <b>State<br/>Contributions</b> | <b>Recurring<br/>Cost<br/>Benefit<br/>Improvements</b> | <b>Base Plus<br/>Benefit<br/>Improvements</b> | <b>Recognized<br/>State<br/>Funding</b> | <b>Cumulative<br/>Balance<br/>Available Upon<br/>Benefit<br/>Improvement</b> |
|-----------------------------------------|--------------------------------|--------------------------------------------------------|-----------------------------------------------|-----------------------------------------|------------------------------------------------------------------------------|
| 2017                                    | \$397,680                      | \$0                                                    | \$699,961                                     | \$397,680                               | \$7,192                                                                      |
| 2016                                    | 373,343                        | 0                                                      | 699,961                                       | 373,343                                 | 7,192                                                                        |
| 2015                                    | 345,822                        | 0                                                      | 699,961                                       | 345,822                                 | 7,192                                                                        |
| 2014                                    | 331,402                        | 0                                                      | 699,961                                       | 331,402                                 | 7,192                                                                        |
| 2013                                    | 316,074                        | 0                                                      | 699,961                                       | 316,074                                 | 7,192                                                                        |
| 2012                                    | 314,094                        | 0                                                      | 699,961                                       | 314,094                                 | 7,192                                                                        |
| 2011                                    | 303,356                        | 0                                                      | 699,961                                       | 303,356                                 | 7,192                                                                        |
| 2010                                    | 302,888                        | 0                                                      | 699,961                                       | 302,888                                 | 7,192                                                                        |
| 2009                                    | 314,162                        | 0                                                      | 699,961                                       | 314,162                                 | 7,192                                                                        |
| 2008                                    | 293,562                        | 0                                                      | 699,961                                       | 293,562                                 | 7,192                                                                        |
| 2007                                    | 296,758                        | 0                                                      | 699,961                                       | 296,758                                 | 7,192                                                                        |
| 2006                                    | 279,159                        | 0                                                      | 699,961                                       | 279,159                                 | 7,192                                                                        |
| 2005                                    | 267,203                        | 0                                                      | 699,961                                       | 267,203                                 | 7,192                                                                        |
| 2004                                    | 245,105                        | 0                                                      | 699,961                                       | 245,105                                 | 7,192                                                                        |
| 2003                                    | 198,169                        | 454,127                                                | 699,961                                       | 198,169                                 | 7,192                                                                        |
| 2002                                    | 165,823                        | 0                                                      | 245,834                                       | 165,823                                 | 7,192                                                                        |
| 2001                                    | 135,870                        | 121,320                                                | 245,834                                       | 135,870                                 | 7,192                                                                        |
| 2000                                    | 121,555                        | 0                                                      | 124,514                                       | 121,555                                 | 7,192                                                                        |
| 1999                                    | 131,706                        | 0                                                      | 124,514                                       | 124,514                                 | 7,192                                                                        |
| 1998                                    | 124,514                        | 0                                                      | 124,514                                       | 124,514                                 | 0                                                                            |

Note: The \$7,192 cumulative balance as of September 30, 2017 has been released into the actuarial valuation of assets per the collective bargaining agreement and Ordinance No. 2017-32.

## Present Value of Benefits

| Valuation as of October 1,                | 2016                | 2017                |
|-------------------------------------------|---------------------|---------------------|
| <b>1. Active Members</b>                  |                     |                     |
| a. Retirement Benefits                    | \$18,568,984        | \$21,450,575        |
| b. Deferred Benefits                      | 1,956,760           | 2,046,753           |
| c. Survivor Benefits                      | 427,970             | 206,774             |
| d. Disability Retirement                  | <u>400,749</u>      | <u>448,278</u>      |
| e. Total                                  | \$21,354,463        | \$24,152,380        |
| <b>2. Inactive Members</b>                |                     |                     |
| a. Retirement and DROP                    | \$26,807,657        | \$27,103,336        |
| b. Terminated Vested                      | 926,415             | 1,362,308           |
| c. Beneficiaries                          | 932,771             | 1,158,301           |
| d. Disability Retirement                  | <u>1,679,405</u>    | <u>1,682,435</u>    |
| e. Total                                  | \$30,346,248        | \$31,306,380        |
| <b>3. Present Value of Benefits (PVB)</b> | <u>\$51,700,711</u> | <u>\$55,458,760</u> |

## Accrued Liability

| Valuation as of October 1,       | 2016                | 2017                |
|----------------------------------|---------------------|---------------------|
| <b>1. Active Members</b>         |                     |                     |
| a. Retirement Benefits           | \$14,390,374        | \$16,678,481        |
| b. Deferred Benefits             | 648,553             | 509,494             |
| c. Survivor Benefits             | 300,881             | 144,512             |
| d. Disability Retirement         | <u>116,149</u>      | <u>135,389</u>      |
| e. Total                         | \$15,455,957        | \$17,467,876        |
| <b>3. Inactive Members</b>       |                     |                     |
| a. Retirement and DROP           | \$26,807,657        | \$27,103,336        |
| b. Terminated Vested             | 926,415             | 1,362,308           |
| c. Beneficiaries                 | 932,771             | 1,158,301           |
| d. Disability Retirement         | <u>1,679,405</u>    | <u>1,682,435</u>    |
| e. Total                         | \$30,346,248        | \$31,306,380        |
| <b>3. Accrued Liability (AL)</b> | <u>\$45,802,205</u> | <u>\$48,774,256</u> |



## Normal Cost – Entry Age Normal

| Valuation as of October 1,                                 | 2016             | 2017           |
|------------------------------------------------------------|------------------|----------------|
| <b>1. Preliminary Normal Cost</b>                          |                  |                |
| a. Retirement Benefits                                     | \$582,836        | \$669,642      |
| b. Deferred Benefits                                       | 179,730          | 211,130        |
| c. Survivor Benefits                                       | 17,288           | 8,587          |
| d. Disability Retirement                                   | <u>40,218</u>    | <u>44,185</u>  |
| e. Total                                                   | \$820,072        | \$933,544      |
| <b>2. Total Normal Cost</b>                                |                  |                |
| a. Preliminary Normal Cost                                 | \$820,072        | \$933,544      |
| b. Estimated Administrative Expense                        | <u>116,769</u>   | <u>106,538</u> |
| c. Total Normal Cost                                       | \$936,841        | \$1,040,082    |
| d. Total Normal Cost as a % of Pay                         | 22.17 %          | 21.92 %        |
| <b>3. Normal Cost Net of Actual Employee Contributions</b> |                  |                |
| a. Preliminary Normal Cost                                 | \$820,072        |                |
| b. Actual Administrative Expense                           | 106,538          |                |
| c. Actual Employee Contributions                           | <u>(355,777)</u> |                |
| d. Actual Employer Normal Cost                             | \$570,833        |                |
| <b>4. Valuation Payroll</b>                                | \$4,226,346      | \$4,745,191    |

## Unfunded Accrued Liability

### Valuation as of October 1,

2017

### Unfunded Actuarial Liability

|                               |                   |
|-------------------------------|-------------------|
| 1. Accrued Liability          | \$48,774,256      |
| 2. Actuarial Value of Assets  | <u>34,941,463</u> |
| 3. Unfunded Accrued Liability | \$13,832,793      |

### Determination of Expected Unfunded Accrued Liability

|                                                 |                  |
|-------------------------------------------------|------------------|
| 1. Unfunded Accrued Liability as of Prior Year  | \$14,144,579     |
| 2. Normal Cost (Net of Employee Contributions)  | 570,833          |
| 3. Interest on UAL and NC                       | 1,111,014        |
| 4. Contributions                                |                  |
| a. City                                         | \$(2,824,801)    |
| b. State of Florida                             | <u>(404,872)</u> |
| c. Total                                        | \$(3,229,673)    |
| 5. Interest on Contribution for Time on Deposit | (106,636)        |
| 6. Change in Plan, Methods or Assumptions       | <u>585,900</u>   |
| 7. Expected UAL as of Current Year              | \$13,076,017     |

### Calculation of (Gain) or Loss

|                                      |                   |
|--------------------------------------|-------------------|
| 1. Actual Unfunded Accrued Liability | \$13,832,793      |
| 2. Expected UAL                      | <u>13,076,017</u> |
| 3. Total (Gain) or Loss              | \$756,776         |
| 4. Breakdown of (Gain) or Loss       |                   |
| a. Investment Experience             | \$359,073         |
| b. Demographic Experience            | <u>397,703</u>    |
| c. Total (Gain) or Loss              | \$756,776         |

### Calculation of Actuarial Asset Gain or (Loss)

|                                                  |               |
|--------------------------------------------------|---------------|
| 1. Actuarial Value of Assets - Beginning of Year | \$31,657,626  |
| 2. Expected Interest on Assets                   | 2,390,151     |
| 3. Contributions                                 | 3,585,450     |
| 4. Benefit Payments                              | (2,256,996)   |
| 5. Administrative Expenses                       | (106,538)     |
| 6. Interest on items (3), (4) and (5)            | <u>30,843</u> |
| 7. Expected Value of Assets at End of Year       | \$35,300,536  |
| 8. Actuarial Value of Assets - End of Year       | \$34,941,463  |
| 9. Gain (Loss) for Plan Year = (8) - (7)         | \$(359,073)   |
| 10. Actual Investment Income                     | \$2,061,921   |
| 11. Actual % Return                              | 6.39%         |

## Amortization of Unfunded Liability

The Unfunded Actuarial Accrued Liability is being amortized as a level percentage of payroll based on the interest and payroll growth assumptions. In the October 1, 2014 valuation, unfunded accrued liability from changes in Plan provisions, actuarial assumptions, or changes in methods was amortized over 30 years and unfunded accrued liability from actuarial gains or losses was amortized over 15 years. Effective October 1, 2015 all new bases are amortized over 25 years.

## Amortization Bases

|     | Date       | Source                         | Remaining<br>Balance | Remaining<br>Balance<br>Adjusted for<br>Actual<br>Contributions | Years<br>Remain | Amort.        |
|-----|------------|--------------------------------|----------------------|-----------------------------------------------------------------|-----------------|---------------|
| 1.  | 10/01/2002 | Fresh Start                    | \$1,520,250          | \$1,495,596                                                     | 5               | \$337,250     |
| 2.  | 10/01/2002 | Plan Amendment                 | 2,042,579            | 2,009,453                                                       | 15              | 199,415       |
| 3.  | 10/01/2003 | Actuarial Loss                 | 80,511               | 79,205                                                          | 1               | 79,205        |
| 4.  | 10/01/2004 | Actuarial Loss                 | 515,602              | 507,240                                                         | 2               | 261,468       |
| 5.  | 10/01/2005 | Actuarial Loss                 | 221,075              | 217,490                                                         | 3               | 77,028        |
| 6.  | 10/01/2005 | Plan Amendment                 | 347,539              | 341,903                                                         | 18              | 30,548        |
| 7.  | 10/01/2006 | Actuarial Loss                 | 390,407              | 384,075                                                         | 4               | 105,110       |
| 8.  | 10/01/2006 | Method Change                  | 786,768              | 774,008                                                         | 19              | 67,185        |
| 9.  | 10/01/2006 | Assumption Change              | 2,692,335            | 2,648,671                                                       | 19              | 229,910       |
| 10. | 10/01/2007 | Actuarial Loss                 | 636,512              | 626,189                                                         | 5               | 141,203       |
| 11. | 10/01/2007 | Method Change                  | 581,331              | 571,903                                                         | 20              | 48,348        |
| 12. | 10/01/2008 | Actuarial Loss                 | 1,512,112            | 1,487,589                                                       | 6               | 287,819       |
| 13. | 10/01/2008 | Method Change                  | (1,939,575)          | (1,908,119)                                                     | 21              | (157,450)     |
| 14. | 10/01/2009 | Actuarial Loss                 | 992,236              | 976,144                                                         | 7               | 166,628       |
| 15. | 10/01/2010 | Actuarial Loss                 | 84,150               | 82,785                                                          | 8               | 12,723        |
| 16. | 10/01/2010 | Plan Amendment                 | (1,974,146)          | (1,942,130)                                                     | 23              | (153,558)     |
| 17. | 10/01/2011 | Actuarial Loss                 | 140,945              | 138,659                                                         | 9               | 19,486        |
| 18. | 10/01/2012 | Actuarial Loss                 | 534,320              | 525,655                                                         | 10              | 68,366        |
| 19. | 10/01/2012 | Plan Amendment                 | 583,048              | 573,592                                                         | 25              | 43,737        |
| 20. | 10/01/2012 | Assumption Change              | 1,442,612            | 1,419,216                                                       | 25              | 108,216       |
| 21. | 10/01/2013 | Actuarial Gain                 | (151,192)            | (148,740)                                                       | 11              | (18,079)      |
| 22. | 10/01/2013 | Assumption Change              | 51,282               | 50,450                                                          | 26              | 3,785         |
| 23. | 10/01/2014 | Actuarial Loss                 | 245,374              | 241,395                                                         | 12              | 27,640        |
| 24. | 10/01/2014 | Assumption Change              | 55,631               | 54,729                                                          | 27              | 4,046         |
| 25. | 10/01/2015 | Actuarial Loss                 | 784,947              | 772,217                                                         | 23              | 61,057        |
| 26. | 10/01/2015 | Assumption Change              | 557,196              | 548,160                                                         | 23              | 43,341        |
| 27. | 10/01/2016 | Actuarial Gain                 | (803,829)            | (790,793)                                                       | 24              | (61,357)      |
| 28. | 10/01/2016 | Assumption Change              | 765,998              | 753,575                                                         | 24              | 58,469        |
| 29. | 10/01/2017 | Actuarial Loss                 | 756,776              | 756,776                                                         | 25              | 57,704        |
| 30. | 10/01/2017 | Assumption Change              | 585,900              | <u>585,900</u>                                                  | 25              | <u>44,675</u> |
|     |            | Scheduled Amortization Payment |                      |                                                                 |                 | \$2,193,918   |
|     |            | Unfunded Accrued Liability     |                      | \$13,832,793                                                    |                 |               |

## Projected Unfunded Accrued Liability and Amortization Payments

| <b>Valuation as<br/>of October 1,</b> | <b>Unfunded<br/>Accrued<br/>Liability</b> | <b>Amortization<br/>Payment</b> |
|---------------------------------------|-------------------------------------------|---------------------------------|
| 2017                                  | \$13,832,793                              | \$2,193,918                     |
| 2018                                  | 12,505,971                                | 2,135,860                       |
| 2019                                  | 11,142,685                                | 1,890,495                       |
| 2020                                  | 9,941,478                                 | 1,830,038                       |
| 2021                                  | 8,715,742                                 | 1,738,961                       |
| 2022                                  | 7,496,551                                 | 1,253,493                       |
| 2023                                  | 6,708,166                                 | 960,501                         |
| 2024                                  | 6,175,866                                 | 791,459                         |
| 2025                                  | 5,785,545                                 | 785,596                         |
| 2026                                  | 5,372,446                                 | 772,141                         |
| 2027                                  | 4,943,028                                 | 704,344                         |
| 2028                                  | 4,554,466                                 | 731,557                         |
| 2029                                  | 4,107,716                                 | 707,727                         |
| 2030                                  | 3,653,288                                 | 714,804                         |
| 2031                                  | 3,157,401                                 | 721,952                         |
| 2032                                  | 2,616,890                                 | 497,656                         |
| 2033                                  | 2,277,117                                 | 502,633                         |
| 2034                                  | 1,906,683                                 | 507,659                         |
| 2035                                  | 1,503,251                                 | 476,196                         |
| 2036                                  | 1,103,571                                 | 122,035                         |
| 2037                                  | 1,054,661                                 | 64,261                          |
| 2038                                  | 1,064,184                                 | 258,945                         |
| 2039                                  | 865,230                                   | 261,534                         |
| 2040                                  | 648,672                                   | 325,951                         |
| 2041                                  | 346,763                                   | 332,877                         |
| 2042                                  | 14,920                                    | 10,043                          |
| 2043                                  | 5,240                                     | 5,240                           |

## Actions Taken to Reduce Unfunded Actuarial Accrued Liability

The required contributions calculated each year include a payment for the amortization of the unfunded accrued liability. This payment is designed to reduce the unfunded accrued liability in an orderly fashion. The Unfunded Actuarial Accrued Liability is being amortized as a level percentage of payroll based on the interest and payroll growth assumptions. In the October 1, 2014 valuation, unfunded accrued liability from changes in Plan provisions, actuarial assumptions, or changes in methods was amortized over 30 years and unfunded accrued liability from actuarial gains or losses was amortized over 15 years. Effective October 1, 2015 all new bases are amortized over 25 years.

## Minimum Funding Requirements

| Valuation as of October 1,<br>Required Contribution for FYE September 30,    | 2016<br>2018     | 2017<br>2019     |
|------------------------------------------------------------------------------|------------------|------------------|
| 1. Normal Cost                                                               | \$936,841        | \$1,040,082      |
| 2. Amortization of Unfunded Actuarial Liability                              | <u>2,339,817</u> | <u>2,193,918</u> |
| 3. Minimum Required Contribution<br>at Valuation Date [1. + 2.]              | \$3,276,658      | \$3,234,000      |
| 4. Minimum Required Contribution<br>Projected to Beginning of Budget Year    | \$3,391,341      | \$3,474,933      |
| 5. Interest for Periodic Payments                                            | <u>142,117</u>   | <u>144,255</u>   |
| 6. Minimum Required Contribution<br>Adjusted for Periodic Payments [4. + 5.] | \$3,533,458      | \$3,619,188      |
| 7. Expected Employee Contributions                                           | \$335,851        | \$378,565        |
| 8. Expected State Contribution                                               | 373,343          | 397,680          |
| 9. Estimated City Contribution                                               | <u>2,824,264</u> | <u>2,842,943</u> |
| 10. Minimum Required Contribution for Funding Year                           | \$3,533,458      | \$3,619,188      |
| 11. City Plus State Contribution                                             | \$3,197,607      | \$3,240,623      |
| 12. Expected Employee Contribution Rate                                      | 7.68%            | 7.71%            |
| 13. Expected State Contribution Rate                                         | 8.53%            | 8.10%            |
| 14. Estimated City Contribution Rate                                         | <u>64.57%</u>    | <u>57.88%</u>    |
| 15. Minimum Required Contribution Rate                                       | 80.78%           | 73.69%           |
| 16. City Plus State Contribution Rate                                        | 73.10%           | 65.98%           |
| 17. Payroll                                                                  |                  |                  |
| a. Valuation Payroll                                                         | \$4,226,346      | \$4,745,191      |
| b. Projected Valuation Payroll                                               | \$4,374,268      | \$4,911,273      |
| c. Hired < January 31, 2011                                                  | 2,818,171        | 2,867,394        |
| d. Hired > January 31, 2011                                                  | 1,556,097        | 2,043,879        |
| 18. Assumptions                                                              |                  |                  |
| a. Net Assumed Investment Return                                             | 7.55%            | 7.45%            |
| b. Contribution Projected to Next FY                                         | 3.50%            | 7.45%            |
| c. Total Payroll Inflation                                                   | 3.50%            | 3.50%            |
| d. Payroll Inflation for Amortization of UAL                                 | 1.00%            | 1.00%            |

## Reconciliation of Unfunded Accrued Liability

|                               | Unfunded<br>Accrued<br>Liability | Funded<br>Percentage | Change in<br>Unfunded<br>Accrued<br>Liability | Change in<br>Funded<br>Percentage |
|-------------------------------|----------------------------------|----------------------|-----------------------------------------------|-----------------------------------|
| <b>As of October 1, 2016:</b> | \$14,144,579                     | 69.12 %              |                                               |                                   |
| Changes due to:               |                                  |                      |                                               |                                   |
| Normal Operation of Plan      | \$12,490,117                     | 73.86 %              | \$(1,654,462)                                 | 4.74 %                            |
| Investment Experience         | 12,849,190                       | 73.11 %              | 359,073                                       | (0.75)%                           |
| Demographic Experience        | 13,246,893                       | 72.51 %              | 397,703                                       | (0.60)%                           |
| Change Net Assumed Return     | 13,821,373                       | 71.66 %              | 574,480                                       | (0.85)%                           |
| Required Mortality Change     | 13,832,793                       | 71.64 %              | <u>11,420</u>                                 | <u>(0.02)%</u>                    |
| Total                         |                                  |                      | \$(311,786)                                   | 2.52 %                            |
| <b>As of October 1, 2017:</b> | \$13,832,793                     | 71.64 %              |                                               |                                   |

## Reconciliation of City Minimum Required Contribution

|                                                   | Dollar<br>Amount | Percent of<br>Pay |
|---------------------------------------------------|------------------|-------------------|
| <b>For Fiscal Year Ending September 30, 2018:</b> | \$2,824,264      | 64.57 %           |
| Changes due to:                                   |                  |                   |
| Normal Operation of Plan                          | \$(199,108)      | (6.59)%           |
| Administrative Expense Change                     | (10,989)         | (0.25)%           |
| State Contribution Increase                       | (23,418)         | (0.51)%           |
| Investment Experience                             | 29,652           | 0.66 %            |
| Demographic Experience                            | 21,462           | (4.09)%           |
| Change Net Assumed Return from 7.55% to 7.45%     | 59,306           | 1.20 %            |
| Required Mortality Change                         | 9,272            | 0.19 %            |
| Use Net Assumed Return as Projection Rate         | <u>132,502</u>   | <u>2.70 %</u>     |
| Total                                             | \$18,679         | (6.69)%           |
| <b>For Fiscal Year Ending September 30, 2019:</b> | \$2,842,943      | 57.88 %           |

# Section 3 Accounting Information

## Information Required by GASB 67/68

A supplemental report provides information under the Governmental Accounting Standards Board No. 67/68.



## Statement of Accumulated Plan Benefits (FASB 35)

The following table is based on prior accounting standards and is required by the State. The actuarial present value of accumulated plan benefits is an estimate of the liability for all benefits accrued to date.

| Year Beginning October 1,                                                                                     | 2016             | 2017              |
|---------------------------------------------------------------------------------------------------------------|------------------|-------------------|
| 1. Actuarial present value of accumulated plan benefits                                                       |                  |                   |
| a. Participants currently receiving benefits                                                                  | \$29,419,833     | \$29,944,072      |
| b. Other participants                                                                                         | <u>9,816,410</u> | <u>11,887,475</u> |
| c. Total vested plan benefits                                                                                 | \$39,236,243     | \$41,831,547      |
| d. Total non-vested plan benefits                                                                             | <u>1,342,915</u> | <u>1,139,207</u>  |
| e. Total accumulated plan benefits                                                                            | \$40,579,158     | \$42,970,754      |
| 2. Change in present value of accumulated plan benefits                                                       |                  |                   |
| a. Accumulated plan benefits beginning of year                                                                |                  | \$40,579,158      |
| b. Increase (decrease) during year due to:                                                                    |                  |                   |
| i. Plan amendment                                                                                             |                  | \$0               |
| ii. Change in assumptions or methods                                                                          |                  | 489,330           |
| iii. Increase for interest and probability of payment due to decrease in discount period and benefits accrued |                  | 4,159,262         |
| iv. Benefits paid                                                                                             |                  | (2,256,996)       |
| v. Other changes                                                                                              |                  | 0                 |
| vi. Net increase (decrease)                                                                                   |                  | \$2,391,596       |
| c. Accumulated plan benefits end of year                                                                      |                  | \$42,970,754      |

## Other Disclosures Required by the State of Florida

| Year Beginning October 1,               | 2016         | 2017         |
|-----------------------------------------|--------------|--------------|
| Present value of active member:         |              |              |
| Future salaries (attained age)          | \$31,441,169 | \$35,244,191 |
| Future contributions (attained age)     | \$2,418,406  | \$2,722,821  |
| Active Member accumulated contributions | \$1,538,311  | \$1,799,003  |

## Required Disclosure Under F.S. 112.664(1)

As required under F.S. Section 112.664(1) we have produced the following information:

- (a) Total pension liability calculated based on mortality used in one of the last two Florida Retirement System (FRS) valuations. This actuarial valuation assumes mortality as used in the July 1, 2016 and 2017 actuarial valuation for special risk members of FRS.
- (b) Total pension liability calculated using an assumed interest rate that is 200 basis points lower than that assumed in the valuation of the Plan.
- (c) Determination of the number of months or years for which the current market value of assets is adequate to sustain the payment of expected retirement benefits.
- (d) Recommended contribution to the Plan using the most recent valuation and the contributions necessary prepared pursuant to (a) and (b) stated as a dollar amount and % of payroll.

|                                                                                | 2% Decrease<br>(5.45%) | Current<br>Discount Rate<br>(7.45%) | 2% Increase<br>(9.45%) |
|--------------------------------------------------------------------------------|------------------------|-------------------------------------|------------------------|
| Total pension liability                                                        | \$63,032,645           | \$48,774,256                        | \$39,082,155           |
| Plan fiduciary net position                                                    | <u>(34,383,729)</u>    | <u>(34,383,729)</u>                 | <u>(34,383,729)</u>    |
| Net pension liability                                                          | <u>\$28,648,916</u>    | <u>\$14,390,527</u>                 | <u>\$4,698,426</u>     |
| Plan fiduciary net position as a<br>percentage of the total pension liability  | 54.55%                 | 70.50%                              | 87.98%                 |
| Years of benefit payments:                                                     |                        |                                     |                        |
| Expected for current members:                                                  | 98                     | 98                                  | 98                     |
| Paid for with current assets:                                                  | 13.09                  | 15.36                               | 19.43                  |
| City Plus State Contribution Requirement, Plus Expected Employee Contributions |                        |                                     |                        |
| Dollar Amount                                                                  | \$4,933,214            | \$3,619,188                         | \$2,534,991            |
| Percent of Payroll                                                             | 100.45%                | 73.69%                              | 51.62%                 |

## Required Disclosure Under F.S. 112.664(2)(b)2.

F.S. Section 112.664(2)(b)2. - For the previous five years, beginning with 2013, a side-by-side comparison of the plan's assumed rate of return compared to the actual rate of return, as well as the percentages of cash, equity, bond and alternative investments in the plan portfolio. The actual rate of return is as provided by the investment monitor.

| <b>Year Ending September 30,</b> | <b>2017</b> | <b>2016</b> | <b>2015</b> | <b>2014</b> | <b>2013</b> |
|----------------------------------|-------------|-------------|-------------|-------------|-------------|
| Assumed rate of return           | 7.55%       | 7.65%       | 7.75%       | 7.75%       | 7.75%       |
| Actual rate of return            | 10.04%      | 6.01%       | (0.08%)     | 7.55%       | 11.12%      |
| Percentages of assets in:        |             |             |             |             |             |
| Cash                             | 6%          | 1%          | 0%          | 2%          | 7%          |
| Equity                           | 56%         | 59%         | 57%         | 57%         | 59%         |
| Bond                             | 25%         | 25%         | 25%         | 25%         | 28%         |
| Alternative                      | 13%         | 15%         | 18%         | 16%         | 6%          |
| Total                            | 100%        | 100%        | 100%        | 100%        | 100%        |

## Section

## 4

Supplementary  
Information

## Summary of Participant Data

## Member Statistics

| Year Beginning October 1,                          | 2016        | 2017        |
|----------------------------------------------------|-------------|-------------|
| <u>Active Participants</u>                         |             |             |
| Number                                             | 79          | 86          |
| Average Age                                        | 36.7        | 36.4        |
| Average Credited Service                           | 8.5         | 8.3         |
| Percent Male                                       | 88.6        | 90.7        |
| Average Valuation Salary                           | \$55,326    | \$56,915    |
| Total Valuation Salary                             | \$4,370,757 | \$4,894,714 |
| Payroll Covered in Valuation                       | \$4,226,346 | \$4,745,191 |
| <u>Terminated With Rights to Deferred Benefits</u> |             |             |
| Number                                             | 6           | 7           |
| Average Age                                        | 41.6        | 42.2        |
| Percent Male                                       | 100.0       | 85.7        |
| Average Monthly Benefit (Estimate)                 | \$1,653     | \$1,926     |
| <u>DROP</u>                                        |             |             |
| Number                                             | 0           | 0           |
| Average Age                                        | 0.0         | 0.0         |
| Percent Male                                       | 0.0         | 0.0         |
| Average Monthly Benefit                            | \$0         | \$0         |
| DROP Balances                                      | \$0         | \$0         |
| <u>Service Retirements</u>                         |             |             |
| Number                                             | 44          | 44          |
| Average Age                                        | 60.3        | 60.8        |
| Percent Male                                       | 95.5        | 95.5        |
| Average Monthly Benefit                            | \$3,802     | \$3,838     |
| <u>Beneficiaries</u>                               |             |             |
| Number                                             | 2           | 3           |
| Average Age                                        | 63.7        | 68.6        |
| Percent Male                                       | 50.0        | 33.3        |
| Average Monthly Benefit                            | \$3,006     | \$2,643     |
| <u>Disability Retirements</u>                      |             |             |
| Number                                             | 4           | 4           |
| Average Age                                        | 50.1        | 51.1        |
| Percent Male                                       | 100.0       | 100.0       |
| Average Monthly Benefit                            | \$3,359     | \$3,369     |

## Number of Active Members by Age and Service as of October 1, 2017

| Age   | Service |     |      |      |      |      |     | Total |
|-------|---------|-----|------|------|------|------|-----|-------|
|       | < 1     | < 5 | < 10 | < 15 | < 20 | < 25 | 25+ |       |
| < 20  |         |     |      |      |      |      |     |       |
| < 25  | 1       | 2   |      |      |      |      |     | 3     |
| < 30  | 4       | 11  | 3    |      |      |      |     | 18    |
| < 35  | 5       | 6   | 8    | 1    |      |      |     | 20    |
| < 40  |         | 4   | 2    | 9    | 1    |      |     | 16    |
| < 45  |         |     | 1    | 8    | 3    |      |     | 12    |
| < 50  |         | 1   | 1    | 2    | 6    | 2    | 1   | 13    |
| < 55  |         |     | 1    |      | 1    | 1    |     | 3     |
| < 60  |         |     |      | 1    |      |      |     | 1     |
| 60+   |         |     |      |      |      |      |     |       |
| Total | 10      | 24  | 16   | 21   | 11   | 3    | 1   | 86    |

## Active Valuation Pay by Age and Service as of October 1, 2017

| Age   | Service |        |        |        |        |        |        | Total  |
|-------|---------|--------|--------|--------|--------|--------|--------|--------|
|       | < 1     | < 5    | < 10   | < 15   | < 20   | < 25   | 25+    |        |
| < 20  |         |        |        |        |        |        |        |        |
| < 25  | 45,099  | 45,461 |        |        |        |        |        | 45,340 |
| < 30  | 27,745  | 44,278 | 52,111 |        |        |        |        | 41,910 |
| < 35  | 26,776  | 46,848 | 54,163 | 60,078 |        |        |        | 45,418 |
| < 40  |         | 49,798 | 54,789 | 67,034 | 64,315 |        |        | 61,024 |
| < 45  |         |        | 53,423 | 69,690 | 83,112 |        |        | 71,690 |
| < 50  |         | 45,925 | 53,335 | 71,441 | 72,498 | 99,093 | 90,273 | 74,276 |
| < 55  |         |        | 59,025 |        | 77,205 | 98,225 |        | 78,152 |
| < 60  |         |        |        | 59,250 |        |        |        | 59,250 |
| 60+   |         |        |        |        |        |        |        |        |
| Total | 28,996  | 46,008 | 54,063 | 67,764 | 75,077 | 98,804 | 90,273 | 56,915 |

## Reconciliation of Plan Participants

|                              | Active | Vested<br>Termination | DROP | Retired | Survivor | Disability |
|------------------------------|--------|-----------------------|------|---------|----------|------------|
| <b>As of October 1, 2013</b> | 78     | 3                     | 9    | 33      | 1        | 4          |
| Retired                      |        |                       | (2)  | 2       |          |            |
| Disability Retirement        | (1)    |                       |      |         |          | 1          |
| Vested Termination           | (2)    | 2                     |      |         |          |            |
| Nonvested Termination        | (3)    |                       |      |         |          |            |
| New Hires                    | 8      |                       |      |         |          |            |
| <b>As of October 1, 2014</b> | 80     | 5                     | 7    | 35      | 1        | 5          |
| Nonvested Termination        | (3)    |                       |      |         |          |            |
| Death With Survivor          |        |                       |      | (1)     | 1        |            |
| Retired                      |        |                       | (4)  | 4       |          |            |
| New Hires                    | 8      |                       |      |         |          |            |
| <b>As of October 1, 2015</b> | 85     | 5                     | 3    | 38      | 2        | 5          |
| Nonvested Termination        | (11)   |                       |      |         |          |            |
| Vested Termination           | (1)    | 1                     |      |         |          |            |
| Retired                      | (3)    |                       | (3)  | 6       |          |            |
| Death                        |        |                       |      |         |          | (1)        |
| New Hires                    | 9      | 0                     | 0    | 0       | 0        | 0          |
| <b>As of October 1, 2016</b> | 79     | 6                     | 0    | 44      | 2        | 4          |
| Nonvested Termination        | (6)    |                       |      |         |          |            |
| Vested Termination           | (1)    | 1                     |      |         |          |            |
| Retired                      | (1)    |                       |      | 1       |          |            |
| Death                        |        |                       |      | (1)     | 1        |            |
| New Hires                    | 15     | 0                     | 0    | 0       | 0        | 0          |
| <b>As of October 1, 2017</b> | 86     | 7                     | 0    | 44      | 3        | 4          |

## Reconciliation of DROP Account Balances

|    |                                         |          |
|----|-----------------------------------------|----------|
| 1. | Beginning Balance as of October 1, 2016 | \$0      |
| 2. | Monthly Benefit Additions               | 0        |
| 3. | Interest Earned                         | 0        |
| 4. | Distributions                           | <u>0</u> |
| 5. | Ending Balance as of September 30, 2017 | \$0      |

## Outline of Plan Provisions

Plan Type: Single-employer Defined Benefit Pension Plan

Legal Authority: The Plan was established and is amended by local ordinance.

Plan Administrator: The Board of Trustees

Board Composition: Two members are elected from among the police employees of the City, who are members of the plan, two city residents appointed by the Commission and one person is chosen by a majority of the previous four members.

Funding Requirements: Employer contributions are actuarially determined and subject to State statute. Employee contributions are as described below and may be amended by ordinance.

Effective Date: The Plan was originally effective September 28, 1993. Prior to the Effective Date, Members were part of a "Chapter Plan" where a slightly different level of benefits was effective. The most recent amendment to the Plan was Ordinance No. 2015-38 effective December 1, 2015.

Plan Year: The 12-month period from October 1st to the following September 30th.

Member: Full-time employees who satisfy the definition of a police officer in F.S. Section 185.02(11) become Members immediately upon hire.

Credited Service: Years and completed months of full-time employment as a police officer of the city during which a person contributes to the Plan. Credited Service also includes certain military service. Additional Credited Service may be purchased at full actuarial cost. Credited Service purchased after January 31, 2011 is not counted towards vesting.

Vesting: 100% upon earning ten years of Credited Service.

Compensation: Prior to Ordinance No. 2012-4, Monthly salary paid for work performed including overtime payments from a salary fund up to 300 hours in a calendar year, 50% of accumulated sick and annual leave payouts, amounts withheld for tax sheltered annuities, tax deferred compensation, and payments in addition to the employee's base rate of pay if the payments are paid according to a formal written policy that applies to all eligible employee equally, payments are paid for as long as the employee continues employment, and payments are paid at least annually.

Effective with Ordinance No. 2012-4, Monthly salary paid for work performed including overtime payments from a salary fund up to 300 hours in a calendar year, lump sum payments for accumulated sick and annual leave for employees hired on or before January 31, 2011 (but not to exceed the hours of sick and annual leave accumulated as of March 1, 2011 plus 50% of the hours of sick and annual leave accumulated between March 1, 2011 and March 1, 2012, and excluding lump sum payments for accumulated sick and annual leave accumulated on or after March 1, 2012), amounts withheld for tax sheltered annuities, tax deferred compensation, and payments in addition to the employee's base rate of pay if the payments are paid according to a formal written policy that applies to all eligible employee equally, payments are paid for as long as the employee continues employment, and payments are paid at least annually.

Employee Contributions: 7.5% of Compensation for members hired on or before January 31, 2011 and 8.0% for members hired after that date. A Member who terminates non-vested is entitled to refund of



accumulated Employee Contributions without interest. Contributions may be repaid with interest upon reentry into the Plan due to rehire.

Average Final Compensation: For members hired on or before January 31, 2011, one-twelfth the average of Compensation for the three highest years of Credited Service. For members hired after January 31, 2011, one-twelfth of the average of Compensation for the five highest years of Credited Service.

Normal Retirement Date: For members hired on or before January 31, 2011, the first day of the month coincident with or next following the earlier of (i) age 48 and ten years of Credited Service, or (ii) age 45 and 25 years of Credited Service. For members hired after January 31, 2011, the Normal Retirement Date is the first day of the month coincident with or next following the date the member attains age 48 and ten years of Credited Service.

Accrued Benefit (for Members Hired On or Before January 31, 2011):  $3\% \times \text{Average Final Compensation} \times \text{Credited Service}$ , plus, for Members who retire (i) with ten years of Credited Service prior to October 1, 2002, (ii) after having attained age 50 with ten years of Credited Service by October 1, 2002, (iii) with 20 years of Credited Service between October 1, 2002 and January 31, 2011, or (iv) with 25 years of Credited Service after January 31, 2011, a Supplemental Benefit (commonly referred to as a "health subsidy") is payable as follows:

- (a) \$200 per month
- (b)  $\$20 \times \text{Credited Service Over 10 Years}$  (Maximum \$400) per month
- (c) Where (a) plus (b) is not more than \$600 per month

For Members who retired prior to October 1, 1993 the monthly benefit was defined as  $2\% \times \text{Average Final Compensation} \times \text{Credited Service}$  (hereafter referred to as the "2% Multiplier Formula") plus the Supplemental Benefit defined above (the lesser of \$600 and  $\$200 + (\$20 \times \text{Credited Service Over 10, but no more than } \$400)$ ). A cost-of-living adjustment (CPI COLA) is payable annually effective January 1, 1994 on the portion of the benefit determined under the 2% Multiplier Formula. The amount of the CPI COLA is the increase in the Consumer Price Index (urban wage earner as calculated by the United States Department of Labor) between July of the immediately preceding year as compared to July of the prior year. The CPI COLA is granted until the participant's benefit determined under the 2% Multiplier Formula reaches the benefit amount provided for members who retire after October 1, 1993 ( $3\% \times \text{Average Final Compensation} \times \text{Credited Service}$ ) plus the Supplemental Benefit (the lesser of \$600 and  $\$200 + (\$20 \times \text{Credited Service Over 10, but no more than } \$400)$ ). This portion of Plan provisions was applicable to only one Member of the Plan. The last time the CPI COLA was paid was on January 1, 2006. The Plan provision defining the CPI COLA will not apply to Plan participants after January 1, 2006.

Effective October 1, 2001, Members who retired prior to October 1, 2002 (including disability retirees) are granted a 1% cost-of-living adjustment annually commencing the January 1 following the first anniversary of retirement annuity commencement (1% COLA). For a DROP retiree, the 1% COLA is granted commencing on the January 1 following the first anniversary of actual annuity commencement after the end of the DROP period. The 1% COLA is not payable to any participant eligible to receive the 3% COLA, as described in the following.

Effective October 1, 2002, retirees are granted a deferred annual 3% cost-of-living adjustment (3% COLA) as follows: (i) Members who are retired on October 1, 2002 and had earned at least 20 years of Credited Service, (ii) Members who are actively employed on October 1, 2002 and had attained age 50 with ten years of Credited Service at that date, (iii) Members who are actively employed on October 1, 2002 with 20 years of Credited Service at that date, (iv) Members who attain 20 years of Credited Service after October 1, 2002 and who retire or enter the DROP by January 31, 2011, and (v) Members who

attain 25 years of Credited Service after January 31, 2011. The deferred 3% COLA is payable annually commencing as specified in the following:

- (a) 5 years after retirement (or DROP) for participants who retire (or DROP) on or before January 31, 2011 upon attaining age 45 and 25 years of Credited Service or age 50 and 20 Years of Credited Service.
- (b) The later of 5 years after retirement (or DROP) or age 59 for participants who were hired prior to January 1, 2003 and who retire (or DROP) on or before January 31, 2011 upon attaining age 48 and 20 years of Credited Service.
- (c) On the first day of the month coincident with or next following attainment of age 59
  - a. for participants who were hired prior to January 1, 2003 and who separate employment on or before January 31, 2011 with 20 years of Credited Service but before reaching age 48.
  - b. for participants hired on or after January 1, 2003 who retire (or DROP) on or before January 31, 2011 with at least 20 years of Credited Service (but prior to age 45 and 25 Years of Credited Service and prior to age 50).
  - c. for participants who retire after January 31, 2011.
- (d) 5 years after commencement of disability benefits on or before January 31, 2011 if 20 years of Credited Service have been earned during employment.

For members actively employed on January 31, 2011, in no event will the annual benefit payable exceed \$95,000, inclusive of any COLAs to which the member may be entitled.

Accrued Benefit (for Members Hired After January 31, 2011):  $3\% \times \text{Average Final Compensation} \times \text{Credited Service}$ , plus a Supplemental Benefit (commonly referred to as a "health subsidy") is payable as follows:

- (a) \$100 per month
- (b)  $\$10 \times \text{Credited Service Over 10 Years (Maximum \$100)}$  per month
- (c) Where (a) plus (b) is not more than \$200 per month

No COLA is payable for members hired after January 31, 2011.

In no event will the annual benefit exceed \$95,000.

Late Retirement Benefit: The higher of the benefit determined using the Average Final Compensation and Credited Service at the actual date of retirement from employment, or the benefit that would have been paid had the Member retired at the Normal Retirement Date increased actuarially from the Normal Retirement Date to the actual date of retirement.

Early Retirement Date: The first day of the month coincident with or next following the date the Member earns ten years of Credited Service and attains age 45.

Early Retirement Benefit: The Accrued Benefit reduced by 3% for each year the Member is younger than the Normal Retirement Date.

Disability Benefits: Members are eligible for service-connected Disability Benefits immediately upon hire. The monthly service-connected Disability Benefit is the greater of (i) the Accrued Benefit and (ii) 51% of average monthly compensation for the most recent 12 months of full-time employment. Members are eligible for a non-service-connected Disability Benefit after earning at least ten years of Credited Service. The monthly non-service-connected disability benefit is the greater of (i) the Accrued Benefit and (ii) 25% of average monthly compensation for the most recent 12 months of full-time employment. Disability Benefits are offset by disability income received from workers' compensation only to the extent by which the total of the workers' compensation benefit plus the Disability Benefit payable exceeds the employee's average monthly compensation at disability. However, any offset for workers' compensation will not result in less than 42% of average monthly compensation, in the event of service-connected disability, or in less than 25% of average monthly compensation, in the event of non-service-connected disability.

Pre-Retirement Survivor Benefits: Vested Members who die prior to the commencement of benefits shall have a survivor benefit payable on their behalf. The amount of the monthly income payable is the (i) Accrued Benefit at the date of death payable at the Normal Retirement Date, or (2) the actuarial equivalent of this Accrued Benefit payable on the first day of the month following death, as elected by the designated beneficiary.

Optional Forms of Benefit: Pension benefits described above are payable in the form of a 10 year certain and continuous annuity. Members may optionally choose an actuarially equivalent single life annuity, or joint and survivor annuity (with 50%, 66 2/3, 75%, or 100% continuance). Actuarial equivalence for healthy lives is determined based the RP-2000 mortality table projected using Scale AA to 2010 (50% male blend) and an 8.0% annual interest assumption. The RP-2000 mortality table for disabled retirees projected using Scale AA to 2010 (50% male blend) is used for disabled lives.

Deferred Retirement Option Plan (DROP): Members hired on or before January 31, 2011 are eligible to enter the DROP upon earning 25 years of Credited Service. The Accrued Benefit is frozen and no further Employee Contributions are payable at DROP entry. The Accrued Benefit accumulates with interest at the fund's assumed rate of investment return in the DROP account (credited quarterly) and is payable as a single-lump sum within 60 days following DROP exit. The maximum DROP participation duration is 60 months. DROP participants are not eligible for pre-retirement death or disability benefits. No DROP is available to members hired after January 31, 2011.

Share Plan: Ordinance No. 2017-32 adopted effective December 12, 2017 amended the plan to provide that all annual premium tax revenues received pursuant to Chapter 185 and all accumulated excess Chapter 185 premium tax revenues as of October 1, 2016 are used to offset the City's pension contributions. This ordinance also created a defined contribution plan component commonly referred to as the Share Plan. Currently, the City of Port Orange and the union representing police officers have mutually agreed that no Chapter 185 premium tax revenues will be allocated to the Share Plan. At such time that the City of Port Orange and the union mutually agree to allocate premium tax revenues to the Share Plan, the details will be negotiated.

## Description of Assumptions and Methods

Assumed Rate of Investment Return: 7.45% per year net of investment expenses (7.55% in the prior valuation)

Inflation: 2.0% per year

Salary Increase – Total Payroll: 3.5% per year

The payroll growth assumption used to amortize unfunded accrued liability as a level percent of payroll is 1.0%.

Salary Increase – Individual: 7.5% per year

Members hired after January 31, 2011 are assumed to have no payout for accrued hours includable in their pension.

For Members hired on or before January 31, 2011 the final year of Salary is increased to account for the number of accrued hours available at March 1, 2011 plus half of the number of accrued hours between March 1, 2011 and March 1, 2012, assuming members typically work 2,184 hours in a year.

Mortality: In the prior valuation, the mortality table was that used for special risk employees in the valuation of the Florida Retirement System (FRS) as of July 1, 2015, as required by state statute. The mortality table has been revised to that used for special risk employees in the valuation of FRS as of July 1, 2016 and 2017, as required by state statute. While healthy post-retirement mortality and disabled mortality rates were unchanged, healthy pre-retirement was revised. The mortality rates are as follows:

Healthy mortality (Pre-retirement):

Males: 10% RP-00 Combined Healthy White Collar +  
90% RP-00 Combined Healthy Blue Collar  
Females: 100% RP-00 Combined Healthy White Collar  
Both male and female rates fully generational using Scale BB

Healthy mortality (Post-retirement):

Males: 10% RP-00 Annuitant White Collar +  
90% RP-00 Annuitant Blue Collar  
Females: 100% RP-00 Annuitant White Collar  
Both male and female rates fully generational using Scale BB

Disabled mortality:

Males: 60% RP-00 Disabled Retiree Set Back 4 Years +  
40% RP-00 Annuitant White Collar  
Females: 60% RP-00 Disabled Retiree Set Forward 2 Yrs +  
40% RP-00 Annuitant White Collar  
No mortality improvement is assumed for disabled lives.

Retirement: Unisex rates, as follows:

Members Hired Before January 31, 2011:

| Age   | Service |        |        |
|-------|---------|--------|--------|
|       | <10     | 10-24  | 25+    |
| <=44  | 0.0%    | 0.0%   | 0.0%   |
| 45-51 | 0.0%    | 0.0%   | 100.0% |
| 52+   | 0.0%    | 100.0% | 100.0% |

Members Hired After January 31, 2011: 100% at Age 48 and 10 Years of Service

Termination: In the current valuation the following unisex rates are assumed:

| Service | Rate  |
|---------|-------|
| 0-2     | 23.0% |
| 3-9     | 8.0%  |
| 10      | 30.0% |
| 11-12   | 5.0%  |
| 13-14   | 4.0%  |
| 15-16   | 3.0%  |
| 17-18   | 2.0%  |
| 19      | 1.0%  |
| 20+     | 0.0%  |

Disability: Unisex rates, as follows:

| Age | Rate   | Age | Rate   | Age | Rate   | Age | Rate   |
|-----|--------|-----|--------|-----|--------|-----|--------|
| 15  | 0.050% | 29  | 0.106% | 43  | 0.186% | 57  | 0.704% |
| 16  | 0.054% | 30  | 0.110% | 44  | 0.193% | 58  | 0.746% |
| 17  | 0.058% | 31  | 0.114% | 45  | 0.200% | 59  | 0.788% |
| 18  | 0.062% | 32  | 0.118% | 46  | 0.242% | 60  | 0.830% |
| 19  | 0.066% | 33  | 0.122% | 47  | 0.284% | 61  | 0.872% |
| 20  | 0.070% | 34  | 0.126% | 48  | 0.326% | 62  | 0.914% |
| 21  | 0.074% | 35  | 0.130% | 49  | 0.368% | 63  | 0.956% |
| 22  | 0.078% | 36  | 0.137% | 50  | 0.410% | 64  | 0.998% |
| 23  | 0.082% | 37  | 0.144% | 51  | 0.452% | 65  | 1.040% |
| 24  | 0.086% | 38  | 0.151% | 52  | 0.494% | 66  | 1.082% |
| 25  | 0.090% | 39  | 0.158% | 53  | 0.536% | 67  | 1.124% |
| 26  | 0.094% | 40  | 0.165% | 54  | 0.578% | 68  | 1.166% |
| 27  | 0.098% | 41  | 0.172% | 55  | 0.620% | 69  | 1.208% |
| 28  | 0.102% | 42  | 0.179% | 56  | 0.662% | 70+ | 1.250% |

100% of disabilities are assumed to be service connected.

Plan Expenses: The prior year administrative expense is added to the normal cost.

Marital Assumption: Husbands are assumed to be three years older than wives.

Funding Method: Entry Age (level percent of salary)

## Glossary of Actuarial Terms

Present Value of Benefits (PVB): The present value, as of the valuation date, of all benefits that will become payable by the Plan for the current group of members in the census.

Normal Cost (NC): The value of the portion of the total benefit for active members which accrues in the year following the valuation date. Under the Entry Age Normal (Level Percent of Salary) funding method, the NC is a constant fraction of salary from the member's date of entry into the Plan to the member's assumed date of termination, retirement, disability or death.

Accrued Liability (AL): This is the portion of the PVB attributable to the past at the valuation date. For active members, AL is the annual NC accumulated from date of entry to the valuation date for each member. For retired and terminated members, the PVB and the AL are equal. The AL is the estimated liability owed by the pension fund at the valuation date.

Unfunded Accrued Liability (UAL): Any excess of the Accrued Liability over the fund assets. A negative UAL indicates fund assets are greater than the Accrued Liability, otherwise known as a surplus.

Actuarial Value of Assets: The market value of assets is adjusted to recognize gains and losses over a five-year period. The Actuarial Value of Assets shall not be more than 120% or less than 80% of the market value of assets.



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (G15) Second Reading - Ordinance No. 2018-4 - Increasing Fire Pension Board Terms to Four Years.

**DEPARTMENT:** City Attorney

**GOAL:**

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**RECOMMENDED MOTION:** Move to approve Ordinance No. 2018-4.

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**SUMMARY:** The Fire Pension Board of Trustees has requested an amendment to the governing ordinance to increase the term of office from two years to four years. The amendment is permitted by Florida law. The terms for two trustees expire on December 31, 2018 and the terms for three trustee expire on December 31, 2019. The attached ordinance provides for each trustee to serve a four year staggered term beginning January 1, 2019 and January 1, 2020, respectively.

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                                                           |                                                               |
|----|-----------------------------------------------------------|---------------------------------------------------------------|
| 1. | Ord. No. 2018-4                                           | Ord. No. 2018-4 .pdf                                          |
| 2. | Port Orange Fire Pension Plan Request for Staggered Terms | Port Orange Fire Pension Plan Request for Staggered Terms.pdf |

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Robin Fenwick

Created/Initiated - 04/02/2018

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ORDINANCE NO. 2018-4

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 54-79(a) RELATING TO THE FIRE PENSION FUND BOARD OF TRUSTEES TERM OF OFFICE; PROVIDING FOR STAGGERED TERMS OF FOUR YEARS FOR EACH TRUSTEE; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the City of Port Orange (the “City”) has established a Fire Pension Fund (“Pension Fund”); and

**WHEREAS,** Section 175.061(a), Florida Statutes, provides that trustees may serve terms of up to four years; and

**WHEREAS,** Section 54-79(a) of the City Code provides that trustees of the Pension Fund shall serve concurrent two-year terms; and

**WHEREAS,** the trustees of the Fire Fund have requested and approved an amendment providing for staggered four-year terms; and

**WHEREAS,** the trustees of the Pension Fund have considered such an amendment to be in the best interest of the participants and beneficiaries to improve the administration of the Pension Fund;

**WHEREAS,** the City Council has received and reviewed an actuarial impact statement related to this change; and



**WHEREAS**, the City Council has determined that is in the best interest of the citizens of the City of Port Orange to amend Section 54-79(a) as set forth hereinafter.

**WHEREAS**, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

**Section 1.** Section 54-79(a) of the Port Orange Fire Pension Fund is hereby amended as follows:

**Sec. 54-79. Board of trustees.**

(a) *Authority; membership; term of office.*

(1) The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this article are hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city council, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided for in this subsection, and such person's name shall be submitted to the city council. Upon receipt of the fifth person's name, the city council shall, as a ministerial duty, appoint such person to the board of trustees as the fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as provided in this subsection, ~~and shall serve a two-year term, unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years, unless he sooner vacates the office or is sooner replaced by the city council, at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a firefighter or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office.~~ DROP participants can be elected as but not vote for elected trustees. The board shall establish and

administer the nomination and election procedure for such election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained in this article, the power to bring and defend lawsuits of every kind, nature and description.

(2) All trustees may serve successive terms. Commencing January 1, 2019, the term of office for two trustees, including, one elected and one resident appointed trustee, shall be four years. Additionally, commencing January 1, 2020, the term of office for three trustees, including the second elected trustee, the second resident appointed trustee and the fifth trustee, shall be one year, and thereafter commencing January 1, 2021, the term of office for the same three trustees shall be four years. Each resident appointed trustee may be replaced by the city council at whose pleasure the trustee shall serve. If a firefighter trustee is not employed by the city as a firefighter or a trustee vacates the office then a successor shall be chosen in the same manner as the departing trustee, to serve the remainder of the term.

**Section 2.** The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted reasonable authority to codify the provisions of this Ordinance.

**Section 3.** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

**Section 4.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this ordinance are declared severable.

**Section 5** This ordinance amendment shall take effect upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

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

Passed on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Passed and adopted on second and final reading on the \_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 2018.

Reviewed and Approved: \_\_\_\_\_  
Margaret T. Roberts, City Attorney

## London, Tracy

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**From:** ENRIGHT <juliechrismail@bellsouth.net>  
**Sent:** Friday, March 02, 2018 11:32 AM  
**To:** Roberts, Margaret  
**Cc:** Pedro Herrera; Jessica De La Torre Vila  
**Subject:** Port Orange Fire Pension Plan  
**Attachments:** Board List - Jan. 2018.doc; PO.POLICE.ORD.TERMS.pdf

The Board of Trustees for the Port Orange Fire and Rescue Pension Plan discussed the terms of office of the Trustees at the quarterly meeting on February 19, 2018. The Board would like to request that the City consider changing the terms of office to four years. Attached is the similar Ordinance adopted by the Police Pension Board. In addition, attached is the terms of office for the current Fire Trustees. Jim Reardon was recently reappointed by City Council. Joe Meeske was recently elected and Chris Taylor (fifth member) was recently appointed by the Board and confirmed by City Council.

Please consider initiating this change and revision to the Ordinance. If you have any questions or concerns, please let me know.

Thank you for your consideration.

Julie Enright

Fire Pension Plan Administrator

321-427-2223



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (G16) Special Exception to allow off-site parking at 708 Orange Avenue for an office at 301 Dunlawton Avenue (Case No.18-70000001)

**DEPARTMENT:** Community Development

**GOAL:** 4 - Economic Development

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**RECOMMENDED MOTION:** Move to approve the request to allow off-site parking at 708 Orange Avenue for an office at 301 Dunlawton Avenue, subject to the sidewalk between the off-site parking spaces and 301 Dunlawton Avenue being installed and approved by the City.

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**SUMMARY:** Planning Commission Action (3/22/18): Recommended Approval

Joseph Hopkins, applicant for the property owner, Raymond M. Donadio, Jr., has applied for a Special Exception to use a portion (8 parking spaces) of the First United Methodist Church parking lot (708 Orange Avenue) to meet the parking requirement for a professional office located at 301 Dunlawton Avenue. The applicant states that the off-site parking spaces are about 150 feet away from the office building and would only be used by employees during typical work hours on weekdays when there is less demand for parking spaces at the church. As part of the site improvements to 301 Dunlawton Avenue, a sidewalk in the Lafayette Street right-of-way will be constructed between the off-site parking spaces and 301 Dunlawton Avenue.

If approved, the off-site parking would allow the professional office located at 301 Dunlawton Avenue to expand. A site plan to expand the existing building has been submitted and is being reviewed by staff. The proposed building expansion would increase the square-footage of the office from  $\pm 1,210$  square-feet to  $\pm 2,040$  square-feet and require 17 parking spaces. Due to the size and configuration of the 301 Dunlawton Avenue property, only 9 parking spaces are available on-site.

The Applicant has provided an agreement and easement between the First United Methodist Church and Occasioni Del Sole, LLC, to assure the continued availability of the off-site parking spaces at 708 Orange Avenue for 301 Dunlawton Avenue. This easement agreement will be recorded in the Public Records, Volusia County, Florida upon approval of this Special Exception item.

Redevelopment on this site would be an improvement for the overall Dunlawton Village District area of the Port Orange Town Center Community Redevelopment Area (CRA). However, to support redevelopment on some sites in the CRA, flexibility in development regulations are typically necessary for sites with restrictions to redevelop. Redevelopment of this site will add to the number of projects that have been constructed in the Dunlawton Village area and will enhance the aesthetics and vitality of the area (e.g. Atlantic Marine, Volusia Pediatrics, and Regions Bank).

The staff report is attached for more detail.

Project No.: Funding Account No.:

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## ATTACHMENTS:

|    |                                 |                                                      |
|----|---------------------------------|------------------------------------------------------|
| 1. | Staff Report                    | CC_Staff Report_SE 301 Dunlawton_off-siteparking.pdf |
| 2. | Cross Access Easement & Parking | Easement Agreement.pdf                               |

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|    |                                                       |              |
|----|-------------------------------------------------------|--------------|
|    | Agreement - Signed                                    |              |
| 3. | Exhibits to Cross Access Easement & Parking Agreement | Exhibits.pdf |

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|                |                                |
|----------------|--------------------------------|
| Penelope Cruz  | Created/Initiated - 03/26/2018 |
| Tim Burman     | Approved - 03/29/2018          |
| Shannon Balmer | Approved - 04/03/2018          |
| Jake Johansson | Approved - 04/04/2018          |
| Robin Fenwick  | Final Approval - 04/04/2018    |

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# STAFF REPORT

**Special Exception for Off-site Parking  
at 708 Orange Avenue for 301 Dunlawton Avenue  
CASE NO. 18-70000001**

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|                              |                                                                                       |
|------------------------------|---------------------------------------------------------------------------------------|
| <b>REQUEST:</b>              | To allow off-site parking at 708 Orange Avenue for an office at 301 Dunlawton Avenue. |
| <b>PROPERTY OWNERS:</b>      | Occasioni Del Sole, LLC/Raymond M. Donadio, Jr.;<br>First United Methodist Church     |
| <b>APPLICANT:</b>            | The Performance Group, Inc./Joseph Hopkins, P.E.                                      |
| <b>LOCATION:</b>             | 301 Dunlawton Ave. and 708 Orange Ave. (Figure 1)                                     |
| <b>STAFF CONTACT:</b>        | Penelope Cruz, Principal Planner (386)506-5671                                        |
| <b>STAFF RECOMMENDATION:</b> | Approval                                                                              |
| <b>PLANNING COMMISSION:</b>  | Recommended Approval (March 22, 2018)                                                 |
| <b>CITY COUNCIL DATE:</b>    | April 17, 2018                                                                        |

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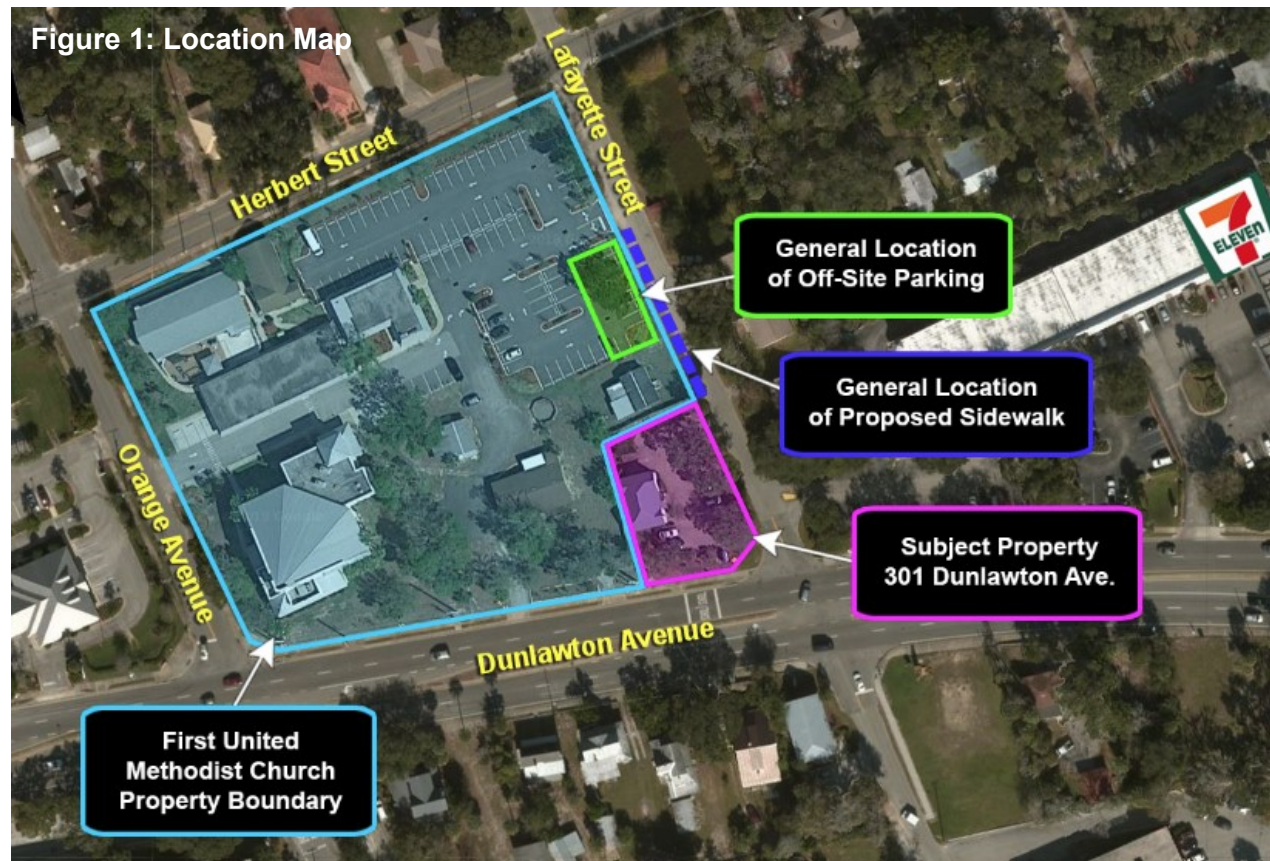
## OVERVIEW

Joseph Hopkins, applicant for the property owner, Raymond M. Donadio, Jr., has applied for a Special Exception to use a portion of the First United Methodist Church parking lot (708 Orange Avenue) to meet the parking requirement for a professional office located at 301 Dunlawton Avenue. Off-site parking is permitted in all non-residential zoning districts by Special Exception and both properties have non-residential zoning [Ch. 18, Sec. 3(b)(15) of the LDC]. According to the Land Development Code (LDC), "A special exception is a use that would not be appropriate without restriction, but which, if controlled as to number, area, location or relation to the surrounding area, would promote the public health, safety and general welfare."

According to the applicant, the off-site parking is to allow the professional office located at 301 Dunlawton Avenue to expand. A site plan to expand the existing building has been submitted and is being reviewed by staff. The proposed building expansion would increase the square-footage of the office from  $\pm 1,210$  square-feet to  $\pm 2,040$  square-feet and require 17 parking spaces. Due to the size and configuration of the 301 Dunlawton Avenue property, only 9 parking spaces are available on-site. The applicant's Special Exception request is to use 8 parking spaces in the First United Methodist Church parking lot to meet the parking requirement for 301 Dunlawton Avenue. The applicant states that the off-site parking spaces are about 150 feet away from the office building and would only be used by employees during typical work hours on weekdays when there is less demand for parking spaces at the church. As part of the site improvements to 301 Dunlawton Avenue, a sidewalk in the Lafayette Street right-of-way will be constructed between the off-site parking spaces and 301 Dunlawton Avenue.

Redevelopment on this site would be an improvement for the overall Dunlawton Village District area of the Port Orange Town Center Community Redevelopment Area (CRA). However, to support redevelopment on some sites in the CRA, flexibility in development regulations are typically necessary for sites with restrictions to redevelop. Redevelopment

of this site will add to the number of projects that have been constructed in this area and will enhance the aesthetics and vitality of the area (e.g. Atlantic Marine, Volusia Pediatrics, and Regions Bank).



### **SPECIAL EXCEPTION DEVELOPMENT STANDARDS**

All Special Exception uses are required to meet a uniform list of development standards, encompassing traffic generation, landscaping and buffering, and others [Ch. 18, Sec. 2(d)(2) of the LDC]. The following are the development standards and how they apply to the request.

#### Standard Special Exception Development Standards:

1. *Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.*

The off-site parking at the First United Methodist Church will be accessed by the entrance drives on Lafayette Street or Orange Avenue. The intent of the off-site parking is to have employees park off-site and clients park on-site. While some additional traffic may be added to the area due to the office expanding, the traffic pattern is not expected to impact the neighborhood beyond current conditions.

If the Special Exception is approved, a 4-ft. sidewalk from the office building site (301 Dunlawton Avenue) to the off-site parking spaces will be built in the Lafayette Street right-of-way in conjunction with the proposed office expansion. According to



the applicant, the proposed sidewalk will be located to meet the requirements of the LDC.

The Applicant has stated that the proposed off-site parking will be used specifically for employees and the hours of operation for the office and church do not conflict.

2. *Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.*

There are no anticipated adverse impacts on adjoining properties. The subject property has historically been used as a parking lot for the First United Methodist Church. In 2015, the parking lot was converted from a grass/gravel parking lot to a paved lot with delineated parking spaces, loading areas, and driveways. As part of the site plan for 301 Dunlawton Avenue, a sidewalk will be installed in the Lafayette Street right-of-way to provide a route between the off-site parking spaces and the office building. As part of the site plan for the office expansion at 301 Dunlawton Avenue the parking lot and loading/service areas will be developed in accordance with the LDC.

3. *Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses.*

As part of the 2015 site plan, the First United Methodist Church installed all required vehicular screening hedge and landscape buffers around the perimeter of the parking lot, along with internal landscape islands. The landscaping that was required as part of the 2015 parking lot improvements has been maintained. As part of the site plan for the office expansion at 301 Dunlawton Avenue, the landscape buffers will be developed in accordance with the LDC for screening the surrounding properties and rights-of-way.

4. *Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development.*

The addition to the existing building, accessory structures, wall/fence and site furnishings at 301 Dunlawton Avenue will meet the architectural requirements of the LDC. A formal review of the architectural design for the building addition at 301 Dunlawton Avenue will occur with the site plan to verify compliance with the LDC. Any proposed signage will have to meet the regulations set forth by the LDC. No exterior changes are proposed to the First United Methodist Church buildings.

5. *Size, location or number of special exception uses in an area shall be limited so as to maintain the overall character of the district as intended by this code.*

The only other Special Exception use in the area is the child care center located at the First United Methodist Church. The proposed off-site parking Special Exception use would utilize existing parking not typically used on weekdays and would not change the character of the area.

In addition to the standard development requirements for all Special Exceptions, the request must also comply with additional development requirements specific to off-site parking [Ch. 18, Sec. 3(b)(15) of the LDC]. The following are the additional development requirements for off-site parking and how they apply to the request.

Specific Off-Site Parking Development Requirements [Ch. 18, Sec. 3(b)(15) of the LDC]:

(a) The location of off-site parking spaces shall adequately serve the use for which they are intended. The following factors shall be considered:

(1) *Proximity of the off-site parking spaces to the use that they will serve.*

The off-site parking area is located approximately 150-feet from the office use at 301 Dunlawton Avenue.

(2) *Ease of pedestrian access to the off-site parking spaces.*

Pedestrians would access the off-site parking spaces from the proposed Lafayette Street sidewalk. As part of the site improvements for 301 Dunlawton Avenue, a sidewalk in the Lafayette Street right-of-way will be constructed to connect the off-site parking spaces and the office site. The sidewalk will be constructed to meet current code requirements.

(3) *Whether the off-site parking spaces are compatible with the use intended to be served, e.g., off-site parking is not ordinarily compatible with high turnover uses such as retail.*

The principal use requesting the off-site parking is a professional office. According to the Applicant, the professional office is a low intensity use and the off-site parking spaces will be used as employee parking. Clients of the professional office would park in the on-site parking spaces.

(b) *The location of off-site parking spaces shall not create unreasonable:*

(1) *Hazards to pedestrians:* Pedestrians would use the sidewalk installed in the Lafayette Street right-of-way as part of the site improvements to 301 Dunlawton Avenue that will connect the off-site parking spaces to the office site (301 Dunlawton Avenue). The sidewalk will be constructed to meet current code requirements. Hazards to pedestrians are not anticipated.

(2) *Hazards to vehicular traffic:* The First United Methodist Church parking lot has a driveway access on Lafayette Street and Orange Avenue. The off-site parking spaces will be primarily accessed from Lafayette Street. The existing parking lot is a paved lot with delineated parking spaces, loading areas, and driveways that meet current code requirements. Hazards to vehicular traffic are not anticipated.

(3) *Traffic congestion:* Traffic congestion is not anticipated to increase in this area. Traffic associated with the church is typically seen on the weekends and evenings and would not conflict with traffic associated with daily operations of the office use at 301 Dunlawton Avenue. Traffic associated with the daycare facility at the church is not anticipated to be impacted.

(4) *Interference with access to other parking spaces in the vicinity:* Interference with access to other parking in the vicinity is not anticipated.

(c) *The developer shall furnish a written agreement or attach off-site parking by deed to the parcel to which such parking is designed to serve, approved in form by the City Attorney, assuring the continued availability of the off-site parking facilities for the use they are intended to serve.*

The Applicant will be required to prepare an agreement to assure the continued availability of the off-site parking lot for the use it is intended to serve. The agreement will need to be reviewed and approved by the City Attorney prior to this request being heard by City Council.

#### **RECOMMENDATION**

Staff recommends approval of the Special Exception to allow off-site parking at 708 Orange Avenue for 301 Dunlawton Avenue, subject to:

1. An agreement to assure the continued availability of the off-site parking lot for the use it is intended to serve being reviewed and approved by the City Attorney prior to this request being heard by City Council; and
2. The sidewalk between the off-site parking spaces and 301 Dunlawton Avenue being installed and approved by the City.

Prepared by:  
Joseph H. Hopkins, P.E.  
100 Marina Point Drive  
Daytona Beach, FL 32114

## Grant of Cross Access Easement and Parking Agreement

THIS GRANT OF NON-EXCLUSIVE CROSS ACCESS AND PARKING AGREEMENT, (hereinafter referred to as "Agreement") made the \_\_\_\_ day of April, 2018, by First United Methodist Church of Port Orange, Inc., a Florida Not For Profit Corporation, whose address is 305 Dunlawton Avenue, Port Orange, Florida 32127 ("Grantor") and Occasioni Del Sole, LLC, a Florida Limited Liability Company, whose address is 301 Dunlawton Avenue, Port Orange, Florida 32127 ("Grantee").

WHEREAS, Grantee is the record title holder and fee simple owner of that certain real property situated in Volusia County and described in Exhibit "A" attached hereto (the "Benefitted Parcel"), and Grantor is the record title holder and fee simple owner of that certain real property situated in Volusia County, and described in Exhibit "B" attached hereto (the "Grantor's Parcel"); and,

WHEREAS, the parties hereto wish to provide a legal access across certain real property owned by the Grantor situated in Volusia County, Florida more particularly described in Exhibit "C" attached hereto (hereinafter referred to as the "Easement Lands") and to make certain agreements concerning use, maintenance and repair thereof;

NO THEREFORE, and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, the receipt whereof by each is hereby acknowledged, Grantor and Grantee agree as follows:

1. CONVEYANCE AND RESERVATION OF EASEMENT. The Grantor hereby grants to Grantee, its successors, assigns, tenants and employees, a non-exclusive easement for vehicular and pedestrian ingress and egress, and vehicular parking over across and upon the Easement Lands, which easement shall be deemed appurtenant to the Benefitted Parcel and all portions thereof.

2. WARRANTY. Grantor hereby represents and warrants to Grantee that Grantor is lawfully seized of the Easement Lands described in Exhibit "C".

3. PERMITTED AND PROHIBITED USES. Grantee shall have the right to access the Easement Lands from Lafayette Street, a public right of way, and park vehicles in the designated vehicular parking spaces within the Easement Lands. The Easement Lands shall be used exclusively by the Grantee, its successors, assigns, tenants and employees. Use by Grantee's clients, guest, visitors and other third parties is prohibited. Use of the Easement Lands is limited to normal business hours of operation, which may be extended from time to time, but in no instance shall vehicles be parked over night or stored on the Easement Lands. Grantee is prohibited from installing signs, building improvement or any other occupation of the Easement Lands not contemplated in this Agreement. Grantee shall have use of eight parking stalls as noted on Exhibit "C".

4. ENFORCEMENT AND ATTORNEYS FEES. Any violation or threatened violation by any owner, tenant, employee or occupant of the Benefitted Parcel on any portion of the Easement Lands is considered a violation of the terms, covenants and conditions of this agreement. Grantor shall have the right, but not the obligation to enjoin such violation or threatened violation in a court of competent jurisdiction in Volusia County, Florida. The right of injunction shall be in addition to any and all other remedies under statute, at law or in equity. The owners of the Parcels herein described shall be responsible for their attorneys' fee, except in the event of litigation where the prevailing party shall be entitled to recover from the non-prevailing party all attorney's fees and cost incurred in connection with such litigation, at arbitration, or appeal or otherwise.

5. SUCCESSORS AND ASSIGNS. The rights, privileges and reservations herein provided shall run with the Easement Lands and are and shall be deemed to be for the exclusive benefit of the Benefitted Parcel and shall inure to the benefit of Grantees successors, assigns, tenants and employees.

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

7. MODIFICATIONS. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by the agreement of both Grantor and Grantee, their successors and assigns, respectively, and then only by written instrument duly executed, acknowledged and recorded in the Public Records of Volusia County.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.



In the presence of:

Thomas J. Nelson  
Printed Name

Anthony C. Sorrell  
Printed Name

First United Methodist Church  
of Port Orange, Inc.  
a Florida Not For Profit Corporation

Diane Minshew  
Printed Name



STATE OF FLORIDA  
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me this 28th day of March 2018 by Diane Minshew as Chair of Trustees of First United Methodist Church of Port Orange, Inc., a Florida Not For Profit Corporation, on behalf of the company. ☒ personally known to me or [ ] produced his drivers license for identification.

Katrina Flagg  
Printed Name

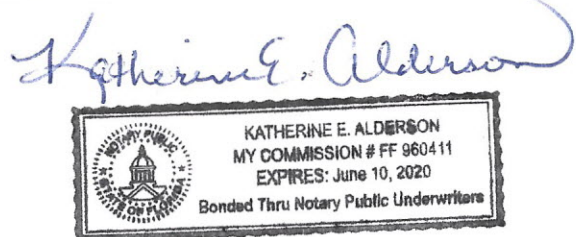
Katherine E. Alderson  
Printed Name

Occasioni Del Sole, LLC  
A Florida Limited Liability Company

Raymond M. Dorado Jr.  
Printed Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The forgoing instrument was acknowledged before me this 28th day of March 2018 by Raymond M. Dorado Jr. as Managing Member of Occasioni Del Sole, LLC, a Florida Limited Liability Company, on behalf of the company. ☒ personally known to me or [ ] produced his drivers license for identification.



## BENEFITTED PARCEL

LOT 1, BLOCK "I", OF WILSON'S MAP OF PORT ORANGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 1, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN BY STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1660, PAGE 167 AND AMENDED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1790, PAGE 798 ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

SHEET 1 OF 1

### EXHIBIT A - LEGAL BENEFITTED PARCEL

PROJECT: 853 - 301 DUNLAWTON AVE.

SCALE: NONE

FILE: 853-SITE PLAN

DATE: 2/14/18; 3/22/18

### THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059  
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120

## GRANTOR'S PARCEL

LOTS 3, 4 AND THE WEST 200 FEET OF LOT 5 AND THE EAST 83 FEET OF NORTH 50 FT OF LOT 5 AND LOTS 6, 7, 8, AND 9 EXCLUDING THE NORTH 5 FT IN STREET OF BLOCK "I" OF WILSON'S PORT ORANGE ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 1 PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA .

SHEET 1 OF 1

### EXHIBIT B - LEGAL GRANTOR'S PARCEL

PROJECT: 853 - 301 DUNLAWTON AVE.

SCALE: NONE

FILE: 853-SITE PLAN

DATE: 2/14/18; 3/22/18

### THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059  
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



## EASEMENT LANDS

A PORTION OF LOT 5, BLOCK "I", OF WILSON'S MAP OF PORT ORANGE, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 1, PAGE 154 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN BY STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1660, PAGE 167 AND AMENDED ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1790, PAGE 798 ALL OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 5 THENCE N24°53'41"W A DISTANCE OF 74.77 FEET ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LAFAYETTE STREET TO THE POINT OF BEGINNING; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF LAFAYETTE STREET S64°23'52"W A DISTANCE OF 25.60 FEET; THENCE S22°03'22"W A DISTANCE OF 7.39 FEET; THENCE S25°58'34"E A DISTANCE OF 14.49 FEET; THENCE S64°24'26"W A DISTANCE OF 20.83 FEET; THENCE N24°56'15"W A DISTANCE OF 121.14 FEET; THENCE N64°55'48"E A DISTANCE OF 51.65 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF LAFAYETTE STREET; THENCE CONTINUE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF LAFAYETTE STREET S64°53'41"E A DISTANCE OF 101.19 FEET TO THE POINT OF BEGINNING.

SHEET 1 OF 2

### EXHIBIT C - LEGAL EASEMENT LANDS

PROJECT: 853 - 301 DUNLAWTON AVE.

SCALE: NONE

FILE: 853-SITE PLAN

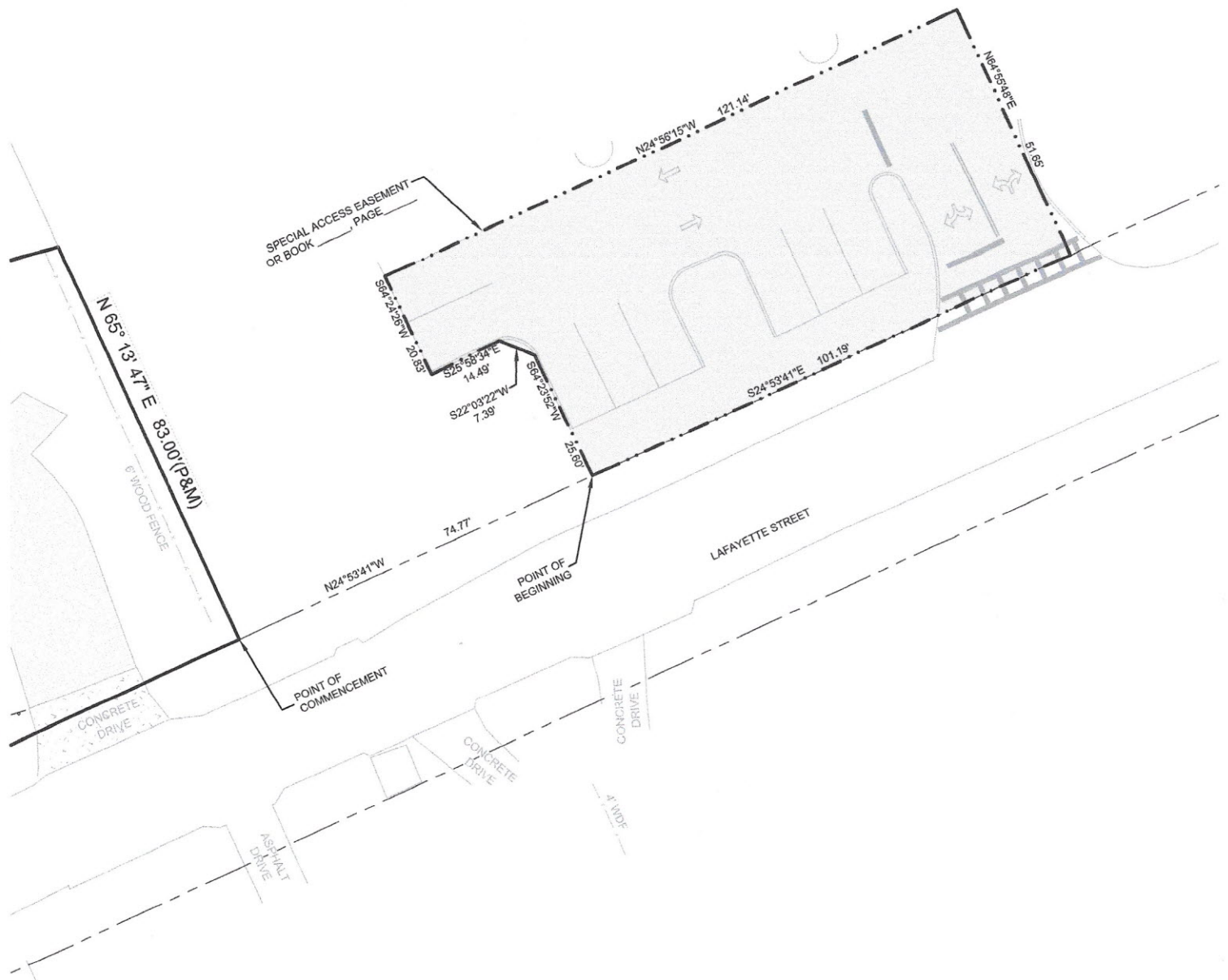
DATE: 2/14/18; 3/22/18

### THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059  
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



SHEET 2 OF 2

## EXHIBIT C - EASEMENT LANDS LAYOUT

PROJECT: 853 - 301 DUNLAWTON AVE.

SCALE: 1"=30'

FILE: 853-SITE PLAN

DATE: 2/14/18; 3/22/18

## THE PERFORMANCE GROUP

CIVIL ENGINEERING / PLANNING / DEVELOPMENT



JOSEPH H. HOPKINS, P.E. NO. 48059  
100 MARINA POINT DR., DAYTONA BEACH, FL. 32114  
TELEPHONE: (386) 239-7166 FAX: (386) 239-7120



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (G17) First Reading Ordinance No. 2018-5 - LDC Text Amendment/PC-A Zoning District (Case No. 18-25000002)

**DEPARTMENT:** Community Development

**GOAL:** 4 - Economic Development

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**RECOMMENDED MOTION:** Move to approve Ordinance 2018-5, amending Chapter 17, Section 29(e) of the Land Development Code.

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**SUMMARY:** Planning Commission Action (3/22/18): Recommended Approval

Robert A. Merrell III, Esquire, on behalf of Port Orange Holdings II, LLC (a.k.a. CBL), is requesting approval of a Land Development Code (LDC) text amendment to the PC-A Workplace District zoning category, in conjunction with a proposed multi-family development. The current zoning for the proposed development permits the multi-family use; however, the development proposal requires approval of the LDC text amendment. The applicant's proposed LDC amendment includes three items:

- 1) To increase the percentage of the Planned Community-Agriculture (PC-A) Workplace District allowed to be developed as multi-family from 7% (29.4 acres) to 13% (54.6 acres);
- 2) To amend the rear buffer requirement to include language that if the landscape buffer provided is 50' wide or greater, then a berm and opaque fence is not required between a multi-family development and a single-family or duplex subdivision; and
- 3) To reduce the minimum living area requirement for a multi-family dwelling unit from 600 square-feet to 500 square-feet.

If approved, the applicant intends to submit a site plan for a 292-unit multi-family complex with two commercial outparcels on 29.5 acres, located on the west side of Williamson Boulevard, between North Summer Trees Road and the Whitepalm Apartments.

As part of the proposed multi-family development, the applicant is proposing to provide a 50' natural buffer adjacent to the retention pond west of the site and a 100' natural buffer adjacent to the Windsor Hill subdivision along with an aluminum picket fence for security. The buffers proposed exceed the 20' buffer required by the LDC between a multi-family development and a single-family subdivision.

A traffic analysis was conducted by the applicant to evaluate the impact that the proposed LDC amendment could have on area roadways. According to the analysis, if the proposed LDC amendment is approved and multi-family is developed, there is

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potential to reduce the net p.m. peak-hour vehicular trips created by 2,754 trips when compared to potential commercial development on a ±29.5-acre site. As part of the Site Plan submittal, a Transportation Impact Analysis will be required to evaluate access into the site, required roadway improvement and Transportation Fair-Share mitigation to support a proposed development.

Project No.:   Funding Account No.:

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**ATTACHMENTS:**

|    |                 |                                                              |
|----|-----------------|--------------------------------------------------------------|
| 1. | Ord. No. 2018-5 | Ord. No. 2018-5 .pdf                                         |
| 2. | Staff Report    | CC_Staff Report_MF_PC-A Workplace District LDC Amendment.pdf |

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|                |                                |
|----------------|--------------------------------|
| Penelope Cruz  | Created/Initiated - 03/26/2018 |
| Tim Burman     | Approved - 03/29/2018          |
| Shannon Balmer | Approved - 04/03/2018          |
| Jake Johansson | Approved - 04/04/2018          |
| Robin Fenwick  | Final Approval - 04/04/2018    |

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ORDINANCE NO. 2018-5

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 29 TO INCREASE THE PERCENTAGE OF THE PLANNED COMMUNITY-AGRICULTURE (PC-A) WORKPLACE DISTRICT ALLOWED TO BE DEVELOPED AS MULTI-FAMILY; TO AMEND THE REAR BUFFER REQUIREMENT TO INCLUDE LANGUAGE THAT IF A LANDSCAPE BUFFER PROVIDED IS 50 FOOT WIDE OR GREATER THEN A BERM AND OPAQUE FENCE IS NOT REQUIRED; AND TO REDUCE THE MINIMUM LIVING AREA REQUIREMENT FOR A MULTI-FAMILY DWELLING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planned Community-Agriculture (PC-A) Workplace zoning district consists of approximately 420 acres within the +/-1,200 acre PC-A zoning district; and

WHEREAS, the PC-A Workplace zoning district is intended to have a mix of uses with some residential development located in close proximity to commercial development with the intent to provide an efficient link between the commercial and residential uses; and

WHEREAS, the Planning Commission has recommended adoption of this ordinance to amend the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 17, Zoning District Regulations, Section 29, to read as follows:

**Chapter 17 - ZONING DISTRICT REGULATIONS**

**Sec. 29: - Planned community - Agricultural (PC-A) district.**

(a) through (d) [unchanged]

(e) *Workplace district.*

(1) through (2)(b) [unchanged]

(c) *Residential.*

(1) [unchanged]

(2) [unchanged]

(3) *Special restrictions.* In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to ~~seven~~thirteen percent of the overall Workplace District land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district.

(4) *Dimensional requirements.*

| STANDARD                                                                | ATTACHED RESIDENTIAL                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Max. building height <sup>1</sup>                                       | 50 ft.                                                                                                                                                                                                                                                                                                                    |
| Min. lot size <sup>2</sup>                                              | 1,800 s.f. per unit                                                                                                                                                                                                                                                                                                       |
| Min. lot width <sup>2</sup>                                             | 18 ft. per unit                                                                                                                                                                                                                                                                                                           |
| Min. living area                                                        | <del>600</del> <u>500</u> s.f.                                                                                                                                                                                                                                                                                            |
| Building coverage                                                       | 50%                                                                                                                                                                                                                                                                                                                       |
| Setbacks                                                                |                                                                                                                                                                                                                                                                                                                           |
| Front                                                                   | 20 ft.                                                                                                                                                                                                                                                                                                                    |
| Side                                                                    | 0 ft. for attached units, 15 ft. between buildings, 20 ft. for perimeter                                                                                                                                                                                                                                                  |
| Rear <sup>3</sup>                                                       | 25 ft.                                                                                                                                                                                                                                                                                                                    |
| Open space                                                              | 40%                                                                                                                                                                                                                                                                                                                       |
| Common open space                                                       | 1/3 of min. open space required                                                                                                                                                                                                                                                                                           |
| Min. landscape buffer abutting single family residential zoned property | 20 ft. (including a berm at least 3' high with a 6' vinyl shadowbox fence on top of the berm except where accessory structures abut the buffer or where the property abuts an existing conservation easement area); <u>if the buffer provided is a minimum of 50' wide, then a berm and opaque fence is not required.</u> |

[Remainder of Section (e) *Workplace district.* remains unchanged]

## SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

## SECTION 3: CODIFICATION.

The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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<sup>1</sup> Additional height for architectural appurtenances and other structures (including cupolas) may extend a maximum of ten feet above the maximum building height.

<sup>2</sup> Applies to units with individual lots under fee simple ownership.

<sup>3</sup> Multifamily buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height, except where adjoining property is zoned single family residential where such setback shall be equal to or greater than twice the building height (not including architectural appurtenances as permitted above).

SECTION 4: SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

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

Passed on first reading on the      day of

Passed and adopted on second and final reading on the      day of

Reviewed and Approved: \_\_\_\_\_  
Shannon K. Balmer, Assistant City Attorney





# STAFF REPORT

## LDC TEXT AMENDMENT/PC-A ZONING DISTRICT

CASE NO. 18-25000002

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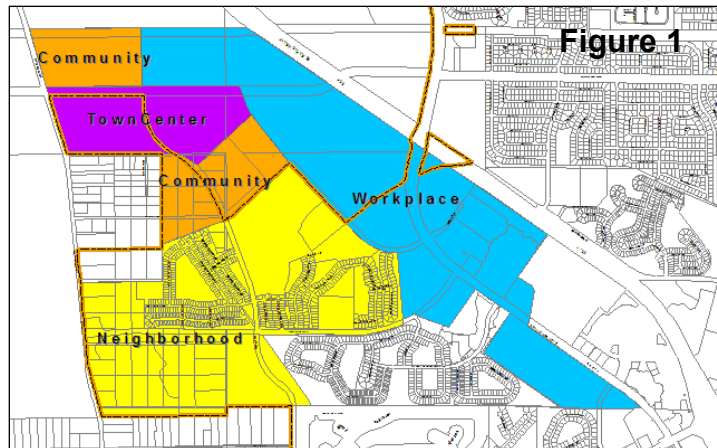
|                              |                                                                                                                                                                                                                                             |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REQUEST:</b>              | To amend the Land Development Code (LDC) to increase the percentage of the Planned Community-Agriculture (PC-A) Workplace District allowed to be developed as multi-family, and amend the rear buffer and minimum living area requirements. |
| <b>APPLICANT:</b>            | Robert A. Merrell III, Esquire, on behalf of Port Orange Holdings II, LLC (a.k.a. CBL)                                                                                                                                                      |
| <b>STAFF CONTACT:</b>        | Penelope Cruz, AICP, Principal Planner                                                                                                                                                                                                      |
| <b>STAFF RECOMMENDATION:</b> | Approval                                                                                                                                                                                                                                    |
| <b>PLANNING COMMISSION:</b>  | Approval (March 22, 2018)                                                                                                                                                                                                                   |
| <b>CITY COUNCIL DATE:</b>    | April 17, 2018                                                                                                                                                                                                                              |

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### **BACKGROUND**

The PC-A zoning district was adopted in 2002 to provide a flexible way to create a master planned mixed-use community on the west side of I-95. The PC-A zoning district was divided into four districts with specific development guidelines for each district (Figure 1):

1. *West Town Center District* — Intended to create a mixed-use area in a pedestrian-oriented town center.
2. *Community District* — Intended to function as a transition area between the West Town Center and the Neighborhood and Workplace districts. The primary land use is residential. Recreational, institutional, commercial, and conservation/open space uses are also allowed in this district in areas specifically designated on the macro and micro Conceptual Development Plans (CDPs).
3. *Neighborhood District* — Intended to accommodate a variety of standard suburban residential housing types at varying densities, as well as neighborhood-scale office and commercial developments in areas specifically designated on the macro and micro CDPs.
4. *Workplace District* — Intended to provide regional employment to support local and regional markets, while creating a link between the various uses within the district and the other districts, especially the West Town Center and Community districts. The primary use of this district is for commercial and industrial purposes.



The PC-A zoning district was designed a decade ago and covers approximately 1,200 acres. It is common to make modifications to the concepts and development regulations as larger master planned areas develop. Although there is some integration of uses planned for the West Town Center and Community districts of the PC-A area, the

Neighborhood and Workplace districts generally function as large single purpose districts, similar to traditional zoning patterns.

In 2012, the PC-A Workplace District regulations were amended to add multifamily dwellings at a maximum of 16 units per acre as a permitted use. The 2012 amendment included a limitation that multifamily developments could only be developed on 7% of the total acreage of the Workplace District. The Workplace District is approximately 420 acres; therefore only 29.4 acres could be developed as multifamily. At a maximum density of 16 units per acre, the maximum number of units allowed on the 29.4 acres is 470 units.

In 2013, the Whitepalm Apartments were developed at 5400 S. Williamson Boulevard, within the PC-A Workplace District. This multi-family development consists of 306 units on 27 acres (11.3 units/acre). Therefore, based on the LDC, only 2.4 acres remain in the PC-A Workplace District that could be developed as multi-family.

### **PROPOSED AMENDMENT**

The proposed amendment includes three items:

- 1) To increase the percentage of the Planned Community-Agriculture (PC-A) Workplace District allowed to be developed as multi-family;
- 2) To amend the rear buffer requirement; and
- 3) To reduce the minimum living area requirement for a multi-family dwelling unit.

If approved, the applicant intends to submit a site plan for a 292-unit multi-family complex with two commercial outparcels on 29.5 acres, located on the west side of Williamson Boulevard, between Summer Trees Road and the Whitepalm Apartments (Figure 2). The current zoning permits the multi-family use; however, the development proposal requires approval of the LDC text amendment.

**Figure 2**



**1) *Percentage of the Planned Community-Agriculture (PC-A) Workplace District allowed to be developed as multi-family***

The applicant's proposed LDC Amendment is to increase the maximum number of residential units allowed in the PC-A Workplace District by increasing the percentage of the total acreage in the Workplace District permitted to be developed as multi-family. According to the proposed language prepared by the applicant, multi-family development could only be developed on 13% of the total acreage in the PC-A Workplace District. This would increase the area that could be developed as multi-family from 29.4 acres (7%) to 54.6 acres (13%).

*Applicant Justification:* According to a market study the applicant had prepared, there is still a demand for multifamily developments in Port Orange, specifically in the area west of I-95. The study indicated the senior age and working age groups are currently in the market to rent residential units in multi-family developments.

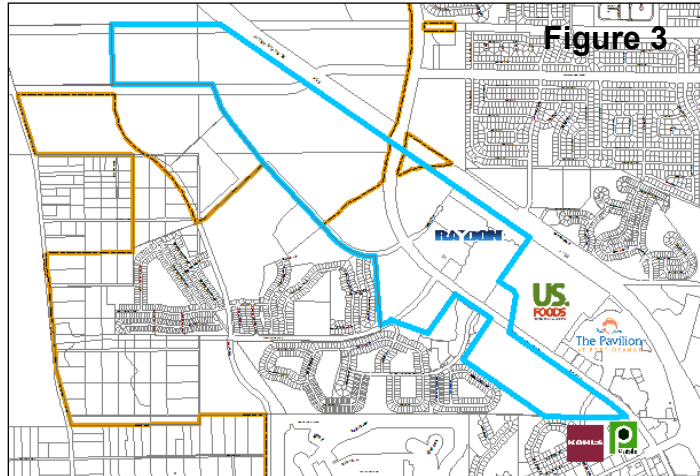
The applicant cites the resident base on the west side of Port Orange is currently dominated by young families because of the schools, retail opportunities, proximity to the interstate, and proximity to employment opportunities. The applicant sees the presence of young families continuing to increase due to these features. However, the applicant anticipates more families will be seeking rental apartments instead of purchasing a single-family home due to affordability constraints. The applicant also states that young professionals will like the proposed development due to its location in a growing, vibrant area with employment, shopping and entertainment nearby.

The market study also indicates the senior population is looking for rental apartments in this area due to its proximity to retail, entertainment, medical and dining. Another reason rental apartments are becoming more attractive to the senior age group is because there are no HOA fees, insurance or property taxes associated with renting an apartment unit; and they can remain in their communities without the concern of maintaining a single-family home. The applicant stated that this age group particularly favors the developer's product due to its townhome style design and private ground-floor entrances

The applicant (who is also the owner of The Pavilion at Port Orange) views multi-family residential in the Workplace District as a perfect complement to the shop, dine and play environment created at The Pavilion. The applicant has stated that additional multi-family development located close to The Pavilion could help drive sales and initiate additional development within The Pavilion.

A traffic analysis was conducted to evaluate the impact that the proposed LDC amendment could have on area roadways. According to the analysis, if the proposed LDC amendment is approved and multi-family is developed, there is potential to *reduce* the net p.m. peak-hour vehicular trips created by 2,754 trips when compared to potential commercial development on a ±29.5-acre site (Exhibit 1). Transportation Concurrency and any required mitigation to support a proposed development plan for any uses developed in the PC-A zoning district will be assessed in greater detail during the site plan review process.

Typically, multifamily developments are located near major demand generators such as schools, employment centers, retail, entertainment and suburban areas with quality schools. The Workplace District and adjacent land currently provides regional employment centers (i.e. Raydon, US Foods) and is adjacent to regional and local shopping centers (i.e. The Pavilion at Port Orange and Westport Square), making it an appropriate location for multi-family development. There is also undeveloped land within the Workplace District that is planned for additional employment centers. The limitation on the area and amount of multi-family that is proposed to be allowed (i.e. one additional development) retains the majority of the undeveloped land in the Workplace District to be developed with employment generating uses.



Allowing for limited additional multifamily development ( $\pm 54$  acres of the  $\pm 420$ -acre area) in the Workplace District also creates an opportunity for a better transition between the existing single-family subdivisions (i.e. Royal Palm, Windsor Hill, and The Vineyards) and some of the more intense commercial and industrial uses allowed in the Workplace District. Although some commercial development will ultimately develop (as planned) adjacent to these residential areas, the proposed amendment could reduce the impact.

## **2) Rear Buffer Requirement**

When the 2012 LDC text amendment was adopted, detailed requirements for a rear buffer between a multi-family use and a single-family subdivision was included at the request of the Royal Palm neighborhood. The requirements include a 20' wide rear landscape buffer with a berm at least 3' high and a 6' high vinyl shadowbox fence on top of the berm except where accessory structures abut the buffer or where the property abuts an existing conservation easement area. The proposed amendment includes language that if the landscape buffer provided is 50' wide or greater, then a berm and opaque fence is not required between a multi-family development and a single-family or duplex subdivision.

According to the LDC, the buffer and screening requirement in any other zoning district can be modified by the administrative official in situations where the adjoining development is separated from one another by, but not limited to, any of the following: a retention pond, a common area, a golf course, a soccer/ball field, a significant change in slope, a bufferyard design type in excess of that which is required by code, or an existing fence/wall or living wall of a character which complies with the requirements of this code [LDC, Ch. 13, Sec. 3(a)(3)].

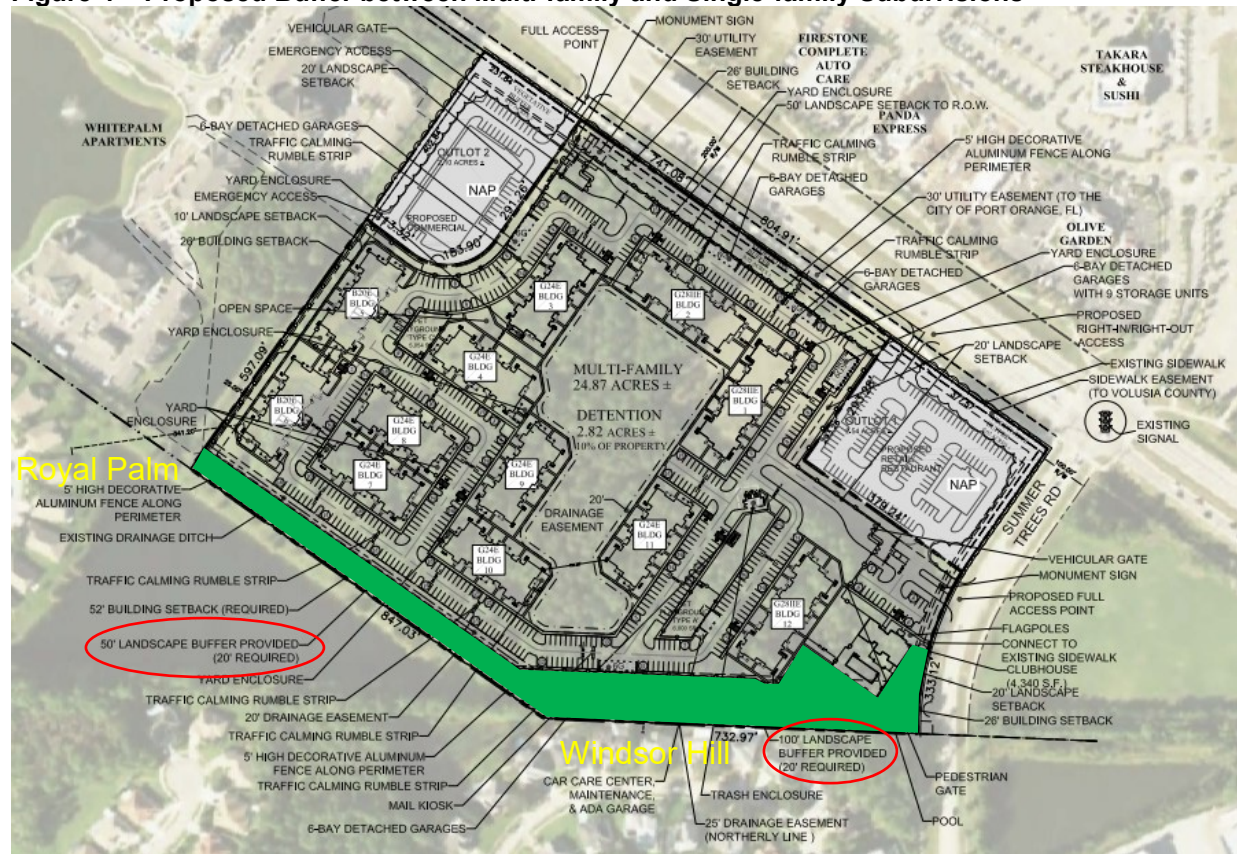
The developer for the proposed multi-family development adjacent to Whitepalm is proposing to provide a 50' natural buffer adjacent to the retention pond west of the site



and a 100' natural buffer adjacent to the Windsor Hill subdivision along with an aluminum picket fence for security. The buffers proposed exceed the 20' buffer required by the LDC between a multi-family development and a single-family subdivision.

***Applicant Justification:*** To demonstrate that a 50' buffer can provide the necessary screening, the applicant conducted a "balloon survey" to collect a series of adjacent site buffer photographs. The purpose of the survey was to determine visibility of the proposed development from adjoining properties. The survey was conducted during the winter time when visibility should be the highest due to the lack of leaves on deciduous vegetation. Heights of proposed buildings were determined and a group of 3 highly reflective mylar balloons were used for reference (Exhibit 2). According to the study provided by the applicant, the results of the balloon survey demonstrate that the 50' and 100' wide buffers consisting of existing vegetation will provide sufficient screening, as the berm and fence would, from adjacent properties.

### Figure 4 – Proposed Buffer between Multi-family and Single-family Subdivisions



### 3) *Minimum Living Area*

The proposed amendment by the applicant also includes a change to the minimum living area for a multi-family unit from 600 square-feet to 500 square-feet.

***Applicant Justification:*** According to the applicant, studio apartments ranging in size from 500 to 600 SF have a higher than average occupancy rate. The applicant also stated that rent growth rates are significantly higher than market rate for these studio apartments.

which indicates a higher demand for this type of living space. Studies show that the target market for these units is predominantly young professional singles, typically under 30 years of age, but that couples and older single empty nesters are also interested in these types of units. The appeal of these units is largely about economics and location. These renters are looking for a living space that is sufficient for them, at a price point they can afford, in a development with amenities (fitness center, pool, clubhouse), located near grocery stores, restaurants, entertainment, and work/education institutions.

The minimum living area for the R-3H (High density multi-family residential) zoning district, which is the most comparable zoning district, also has a minimum living area of 600 square-feet. Nearby cities breakdown the minimum living area based on the number of bedrooms (Table 1). The requested 500 SF minimum living area is comparable to the minimum living area for multi-family dwelling units in nearby cities.

**Table 1. Multi-family Minimum Living Area Comparison**

| City                                            | No. of Bedrooms                                                  | Minimum Living Area                                                 |
|-------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------|
| Proposed PC-A Workplace District Amendment      | n/a                                                              | 500 SF                                                              |
| Port Orange (PC-A, R-3L, R-3M, and R-3H zoning) | n/a                                                              | 600 SF                                                              |
| New Smyrna Beach                                | 1 Bedroom<br>2 Bedrooms<br>3 Bedrooms                            | 450 SF<br>550 SF<br>700 SF                                          |
| Daytona Beach                                   | 1 Bedroom<br>2 Bedrooms<br>3 Bedrooms<br>≥4 Bedrooms             | 450 SF<br>550 SF<br>700 SF<br>900 SF                                |
| DeLand                                          | Efficiency<br>1 Bedroom<br>2+ Bedrooms                           | 425 SF<br>575 SF<br>725 SF, plus 150 SF per each additional bedroom |
| Ormond Beach                                    | 1 Bedroom<br>2 Bedrooms<br>3 Bedrooms<br>Each additional bedroom | 750 SF<br>900 SF<br>1,050 SF<br>150 SF                              |

### **CONSISTENCY WITH THE COMPREHENSIVE PLAN**

The proposed amendment is consistent with the City's Comprehensive Plan and the purpose and intent of the *Planned Community-Westside* Future Land Use designation. The City's Comprehensive Plan states that the *Planned Community-Westside*, is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, minimizes automobile trips, and promotes environmental protection. The density and type of residential proposed, limitation on the number of multifamily units allowed in the Workplace District (i.e. one additional development), as well as the locational criterion, are consistent with and further promote the goal of creating a mixed-used area that minimizes automobile trips by:

1. Allowing multifamily developments within walking and biking distance of employment and shopping centers;

2. Providing an opportunity for multifamily development to be a transitional use between the commercial and industrial uses allowed in the Workplace District and the single-family subdivisions on the west side of Williamson Blvd.; and
3. Further encouraging the development of additional employment and shopping centers within the Workplace District by allowing for an additional site to be developed with a multifamily development, creating more housing options for employees and customers of these centers.

### **RECOMMENDATION**

Staff recommends **approval** of the request to amend the Land Development Code to allow an increase in the percentage of the PC-A Workplace District that may be developed with multi-family residential uses, amend the landscape buffer requirements for a multi-family development abutting single-family residential zoned property, and change the minimum living area requirement for a multi-family dwelling unit.

### **ATTACHMENTS**

Exhibit 1 – Traffic Analysis

Exhibit 2 – Balloon Survey



Ref: 4446.01



## TECHNICAL MEMORANDUM

**To:** Robert A. Merrell III, Cobb Cole  
**From:** Matthew West, AICP  
**Subject:** Land Development Code Amendment  
**Date:** February 9, 2018

**REVISED**

### INTRODUCTION

LTG, Inc. (LTG) has been retained by Continental Properties to prepare a traffic analysis in support of a Land Development Code Amendment in the City of Port Orange, FL. The Land Development Code Amendment will convert approximately 24.87 acres of Workplace District land in the Planned Community – Agriculture District from commercial retail to high density residential. This would increase the percentage of residential land in the Workplace District from 7 percent to 13 percent. The subject property which will be converted from Commercial to Residential is located at the northwest corner of Williamson Boulevard and Summer Trees Road.

The methodology and procedures used in this analysis are consistent with the guidelines for the City of Port Orange, and the River to Sea Transportation Planning Organization's (R2CTPO) Transportation Impact Analysis Guidelines.

### TRIP GENERATION FOR THE EXISTING COMMERCIAL USE AND THE PROPOSED RESIDENTIAL USE

The trip generation for the maximum development scenarios of both an existing commercial use and the proposed residential use were calculated using the nationally accepted trip generation software, the *TripGen* (10<sup>th</sup> Edition), prepared by the Institute of Transportation Engineers (ITE).

The existing commercial use analysis is based on a maximum floor area ratio (FAR) of 1.0. Using this FAR, the maximum development scenario under the existing commercial use is 1,083,337 square feet of shopping center use. As indicated in Table 1, the maximum development of the property under commercial use would generate 3,168 p.m. peak-hour trips.

Next, the maximum development potential of the requested residential use was calculated. As proposed, the maximum number of dwelling units permitted on the property sixteen (16) dwelling units per acre. This density cap yields a maximum of 397 dwelling units. As indicated in Table 1, the proposed maximum residential development program produces 175 p.m. peak-hour trips.

Pass-by capture was calculated for the existing commercial development program. The pass-by percentage of 34% per the ITE Trip Generation Handbook, 3rd Edition was applied to the shopping land use. The pass-by capture is limited to fourteen (14) percent of the adjacent roadway volume which in this case is Williamson Boulevard. Therefore, the maximum pass-by capture utilized for the p.m. peak-hour is 240 trips based on the 2016 Volusia County counts. As indicated in Table 1, the resulting trip generation associated with the existing commercial use is 2,929 net new external p.m. peak-hour trips.



**Table 1**  
**P.M. Peak-Hour Trip Generation Comparison**  
**Continental Properties – LDC Amendment**

| Scenario          | Land Use               | Land Use Code | Trip Rate Equation        | Size | Units | Percent Entering | Percent Exiting | Trips Entering | Trips Exiting | Total Trips | Pass-by Trips |      |       | New External Trips |        |        |
|-------------------|------------------------|---------------|---------------------------|------|-------|------------------|-----------------|----------------|---------------|-------------|---------------|------|-------|--------------------|--------|--------|
|                   |                        |               |                           |      |       |                  |                 |                |               |             | Enter         | Exit | Total | Enter              | Exit   | Total  |
| Proposed Use      | Multifamily (mid-rise) | 221           | $T=0.44(X)$               | 397  | DU    | 61%              | 39%             | 107            | 68            | 175         | 0             | 0    | 0     | 107                | 68     | 175    |
| Existing Use      | Commercial             | 820           | $\ln(T)=0.74 \ln(X)+2.89$ | 1083 | KSF   | 48%              | 52%             | 1,521          | 1,648         | 3,168       | 115           | 125  | 240   | 1,406              | 1,523  | 2,929  |
| <b>Difference</b> |                        |               |                           |      |       |                  |                 |                |               |             |               |      |       | -1,299             | -1,455 | -2,754 |

The net change between the proposed residential use and the existing commercial use is determined as the trips generated by the commercial subtracted from the trips generated by the proposed residential use. The proposed LDC amendment will reduce the potential net p.m. peak-hour trips by 2,754 when compared to the existing program.

## CONCLUSION

The study was conducted to evaluate the impact the proposed LDC amendment would have on area roadways. Based on the preceding analysis, there will be no net increase in traffic over what is currently allowed by the City's LDC. Therefore, this LDC amendment is recommended for adoption. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process.

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I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Matthew West, AICP

Signature: 

Date: February 9, 2018

**MEMORANDUM**

**To: Elizabeth Adler**

**Cc: File**

**From: Nate Goddard**

**Date: February 12, 2018**

**Re: Springs at Port Orange Adjacent Site Buffer Exhibit**

**Field Notes**

**ZC # 17067**



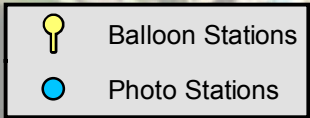
**REVISED**

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A survey to collect a series of adjacent site buffer photographs was conducted on the Springs of Port Orange Property located off of Williamson Ave in Port Orange Florida on February 08, 2018. The purpose of the survey was to determine view scape and visibility of proposed development from adjoining properties. The survey was conducted during winter time when visibility should be the highest due to the lack of leaves on deciduous vegetation.

Heights of proposed buildings were determined and a group of 3 highly reflective mylar balloons were used as for reference. Included are photos detailing the Photo Station from which each image was taken, and the Balloon Station at which the survey balloon was positioned.





|     |     |   |          |
|-----|-----|---|----------|
| 230 | 115 | 0 | 230 Feet |
|-----|-----|---|----------|





Photo Station: 01

Balloon Station: 01

Balloon Height: 20 feet

Visibility: Majority  
Obstructed

Photo Station 01: Balloon Station 01 could be partially seen through trees, but only when the wind blew. The majority of the balloon was obstructed from view.





Photo Station: 02

Balloon Station: 01

Balloon Height: 20 feet

Visibility: None

Photo Station 02: Balloon Station 01 was not visible due to excessive vegetation obstructing the view.





Photo Station: 03      Balloon Station: 01      Balloon Height: 20 feet      Visibility: None

Photo Station 03: Balloon Station 01 was not visible from due to excessive vegetation.





Photo Station: 03      Balloon Station: 02      Balloon Height: 30 feet      Visibility: Clear

Photo Station 03: The Balloon Station 02 was clearly visible.





Photo Station: 04

Balloon Station: 02

Balloon Height: 30 feet

Visibility: Clear

Photo Station 04: Balloon Station 02 was clearly visible.





Photo Station: 04

Balloon Station 03

Balloon Height: 30 feet

Visibility: Majority  
Obstructed

Photo Station 04: Balloon Station 03 could be seen through the vegetation only when the wind blew.





Photo Station: 05

Balloon Station: 04

Balloon Height: 30 feet

Visibility: Majority  
Obstructed

Photo Station 05: Balloon Station 03 could be seen through the vegetation 05 only when the wind blew.





Photo Station: 06

Balloon Station: 04

Balloon Height: 30 feet

Visibility: None

Photo Station 06: Balloon Station 04 was not visible.





Photo Station: 06      Balloon Station: 05      Balloon Height: 30 feet      Visibility: None

Photo Station 06: Balloon Station 05 was not visible.





Photo Station: 07

Balloon Station: 05

Balloon Height: 30 feet

Visibility: Majority  
Obstructed

Photo Station 07: Balloon Station 05 was visible from Photo Station 07 when wind blew.





Photo Station: 08      Balloon Station: 05      Balloon Height: 30 feet      Visibility: Majority Obstructed

Photo Station 08: Balloon Station 05 was visible from Photo Station 08 only when wind blew.





Photo Station: 09

Balloon Station: 05

Balloon Height: 30 feet

Visibility: None

Photo Station 09: Balloon Station 05 was not visible due to excessive vegetative obstruction.





Photo Station: 09      Balloon Station: 06      Balloon Height: 30 feet      Visibility: None

Photo Station 09: Balloon Station 06 was not visible due to vegetative obstruction.





Photo Station: 10

Balloon Station: 06

Balloon Height: 30 feet

Visibility: Partially  
Obstructed

Photo Station 10: Balloon Station 06 was visible was partially obstructed by vegetation.





Photo Station: 11      Balloon Station: 06      Balloon Height: 30 feet      Visibility: Visible

Photo Station 11: Balloon Station 06 was clearly visible.



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (G18) First Reading - Ordinance 2018-6 - LDC Text Amendment/Chapter 17, Section 1 (Case No. 18-25000003)

**DEPARTMENT:** Community Development

**GOAL:** 4 - Economic Development

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**RECOMMENDED MOTION:** Move to approve Ordinance 2018-6, amending Chapter 17, Section 1 of the Land Development Code.

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**SUMMARY:** Planning Commission Action (3/22/18): Recommended Approval

The proposed amendment is intended to codify the City's policy for interim agriculture uses on properties rezoned to a non-agriculture zoning district for future development and provide better transparency and predictability for land owners and the general public. The City's policy has been to allow existing agriculture uses to continue on a property that has been rezoned to a non-agriculture zoning district and that use must cease after approval of a final site plan and/or subdivision. This would apply to all zoning districts listed in the Land Development Code.

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                 |                                                           |
|----|-----------------|-----------------------------------------------------------|
| 1. | Ord. No. 2018-6 | Ord. No. 2018-6.pdf                                       |
| 2. | Staff Report    | CC Staff Report_LDC Amendment_Ch 17 - Interim Ag Uses.pdf |

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Penelope Cruz  
Tim Burman  
Shannon Balmer  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/26/2018  
Approved - 03/29/2018  
Approved - 04/03/2018  
Approved - 04/04/2018  
Final Approval - 04/04/2018

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ORDINANCE NO. 2018-6

AN ORDINANCE OF THE CITY OF PORT ORANGE,  
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND  
DEVELOPMENT CODE; AMENDING CHAPTER 17,  
SECTION 1 TO CODIFY THE CITY'S POLICY FOR  
INTERIM AGRICULTURE USES ON PROPERTIES  
REZONED TO A NON-AGRICULTURE ZONING DISTRICT  
FOR FUTURE DEVELOPMENT; PROVIDING FOR  
REPEAL OF CONFLICTING ORDINANCES; PROVIDING  
FOR CODIFICATION; PROVIDING FOR SEVERABILITY;  
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to codify the City's policy for interim agriculture uses on properties rezoned to a non-agriculture zoning district for future development, providing for transparency and predictability for land owners and the general public; and

WHEREAS, the City desires for this interim agriculture use to apply to all zoning districts in accordance with the limitations set forth herein; and

WHEREAS, the Planning Commission has recommended adoption of this Ordinance to amend the Land Development Code; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 17, Zoning District Regulations, Section 1, to read as follows:

## Chapter 17 - ZONING DISTRICT REGULATIONS

### Sec. 1: - In general.

- (a) Dimensional requirements for each zoning district, except NP and GPU districts, are specified in the table in section 27 of this chapter, entitled "schedule of dimensional requirements."
- (b) Accessory uses and structures for each zoning district are those customarily associated with, dependent on, and incidental to the principle uses permitted in that district. Provisions regarding accessory uses and structures are addressed in chapter 16 of this code.
- (c) Special exception uses for each district shall be permitted in accordance with provisions for such in chapter 18, sections 2 and 3 of this code. The subsection number indicated in parenthesis following each use listed below in this chapter refers to the additional criteria for that use, described in chapter 18, section 3.
- (d) Permitted uses with special development requirements shall be permitted in accordance with the applicable provisions of chapter 18, section 4 of this code. The subsection number indicated in parentheses following each use listed below in this chapter refers to the special development requirements for that use described in chapter 18, section 4.
- (e) No more than one single-family dwelling is permissible on any lot or lot of record within the following zoning districts: Agriculture (A), Agricultural Preservation (AP), Rural Residential (RR), Single-Family Residential (R-20SF), (R-10SF), (R-8SF), (R-7SF), Residential Mobile Home (RMH), Neighborhood Preservation (NP) and Planned Unit Development (PUD), unless specifically stated in the Master Development Agreement.
- (f) Interim permitted use for agriculture uses. Any property that is in agricultural use at the time of rezoning shall be allowed to continue said agriculture uses, including Agriculture: field crops/wholesale nurseries and/or Agriculture: pasture/forestry, as an interim use on land that has not received final site plan or subdivision approval. However, livestock feeding pens, livestock feed lots, and poultry operations to include any feathered animals (e.g. chickens, emus, ducks, ostriches, etc.) are prohibited within 1,000 feet of proposed or existing development. Agricultural uses on any portion of land rezoned to a non-agriculture zoning category that has received final site plan and/or subdivision approval shall cease within 90 days after such approval.
- (fg) Any use not specifically permitted herein shall be prohibited and any use prohibited by the Florida Statutes, the City of Port Orange, Florida, Code of Ordinances and Land Development Code shall be prohibited.

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: CODIFICATION.

The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: SEVERABILITY.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

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

Passed on first reading on the      day of

Passed and adopted on second and final reading on the      day of

Reviewed and Approved: \_\_\_\_\_  
Shannon K. Balmer, Assistant City Attorney



## STAFF REPORT

CASE NO. 18-25000003

LDC Amendment/Chapter 17, Section 1

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|                       |                                                                                                 |
|-----------------------|-------------------------------------------------------------------------------------------------|
| REQUEST:              | To amend the Land Development Code (LDC) to codify the regulations for interim agriculture uses |
| APPLICANT:            | City of Port Orange                                                                             |
| STAFF CONTACT:        | Penelope Cruz, Principal Planner (386) 506-5671                                                 |
| STAFF RECOMMENDATION: | <b>Approval</b>                                                                                 |
| PLANNING COMMISSION:  | Recommended Approval                                                                            |
| CITY COUNCIL DATE:    | April 17, 2018                                                                                  |

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### SUMMARY OF PROPOSED AMENDMENT

The proposed amendment is intended to codify the City's policy for interim agriculture uses on properties rezoned to a non-agriculture zoning district for future development. The City's policy has been to allow existing agriculture uses to continue on a property that has been rezoned to a non-agriculture zoning district and that use must cease after approval of a final site plan and/or subdivision. This would apply to all zoning districts listed in the LDC.

The proposed amendment adds the following text to Chapter 17, Section 1 of the LDC, to codify this policy and provide better transparency and predictability for land owners and the general public.

Interim permitted use for agriculture uses. Any property that is in agricultural use at the time of rezoning shall be allowed to continue said agriculture uses, including Agriculture: field crops/wholesale nurseries and/or Agriculture: pasture/forestry, as an interim use on land that has not received final site plan or subdivision approval. However, livestock feeding pens, livestock feed lots, and poultry operations to include any feathered animals (e.g. chickens, emus, ducks, ostriches, etc.) are prohibited within 1,000 feet of proposed or existing development. Agricultural uses on any portion of land rezoned to a non-agriculture zoning category that has received final site plan and/or subdivision approval shall cease within 90 days after such approval.

### CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. Objective 3.7 of the Future Land Use Element of the Comprehensive Plan includes policies that allow a reasonable interim use of existing agricultural land and support of the State's preferential property tax treatment for agricultural lands.

### RECOMMENDATION

Staff recommends **approval** of the request to amend Chapter 17, Section 1 of the Land Development Code to codify the regulations for interim agriculture uses.





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (G19) First Reading - Ordinance No. 2018-7 - First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development and Conceptual Development Plan, Case No. 18-40000001

**DEPARTMENT:** Community Development

**GOAL:** 4 - Economic Development

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**RECOMMENDED MOTION:** Move to approve Ordinance No. 2018-7 approving the First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development and Conceptual Development Plan.

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## SUMMARY:

Planning Commission Action (3/22/18): Recommended approval (5-1)

The Nova Depot PCD is located at the southwest corner of Nova Road and Samms Avenue. The PCD currently consists of three commercial lots; O'Reilly's Auto Parts (Lot 1), Family Dollar (Lot 2), and Waffle House (Lot 3). The proposed First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development (First Amendment MDA) and Conceptual Development Plan (CDP) is to provide the regulatory framework to create one additional new commercial lot. The development proposal is to subdivide Lot 2 (Family Dollar) into two lots (Lot 2 and 2A). If approved, Lot 2A would remain vacant until it is developed and at this time a tenant has not been identified.

Lot 2A will be developed with a commercial use building and required to be developed according to the existing site development requirements in the current Restated Nova Depot MDA, as amended by this First Amendment MDA, and Land Development Code (LDC) including parking, stormwater, landscaping, utilities, and traffic impacts. The building setbacks, lot coverage, open space, and lot width requirements in the current Restated MDA will apply to Lot 2A. The lot will be accessed from the existing driveways on Nova Road and Samms Avenue. Cross-access easements already exist as an internal driveway network for vehicles and pedestrians to move between the lots. As part of the site plan for Waffle House (Lot 3) the developer extended the access drive to the south end of the PCD property for future connection to the property to the south.

As part of the proposed amendment, the applicant is proposing a minimum 30,000 square foot lot area for Lot 2A. The minimum lot area in the current Restated Nova Depot MDA is 35,000 square feet. The proposed lot area for Lot 2A is comparable with the minimum lot area in the City's other similar commercial zoning districts.



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The staff report is attached for more detail.

Project No.:   Funding Account No.:

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**ATTACHMENTS:**

|    |                                                  |                          |
|----|--------------------------------------------------|--------------------------|
| 1. | Ord. No. 2018-7                                  | Ord. No. 2018-7 .pdf     |
| 2. | Ord. No. 2018-7 Exhibit "1 "                     | Exhibit 1 Nova Depot.pdf |
| 3. | Staff Report                                     | Staff Report.pdf         |
| 4. | Justification Letter (Exhibit A to Staff Report) | Letter.pdf               |
| 5. | MDA & CDP ( Exhibit B to Staff Report)           | NOva Depot MDA.pdf       |

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|                |                                |
|----------------|--------------------------------|
| Gwen Perney    | Created/Initiated - 03/29/2018 |
| Tim Burman     | Approved - 03/29/2018          |
| Shannon Balmer | Approved - 04/04/2018          |
| Jake Johansson | Approved - 04/04/2018          |
| Robin Fenwick  | Final Approval - 04/04/2018    |

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ORDINANCE NO. 2018-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE RESTATED FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT (PCD) AND CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development (“MDA”) and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “First Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the First Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment to the Restated First Amendment Master Development Agreement Nova Depot Planned Commercial Development (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 5. This ordinance shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

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

Passed on first reading on the      day of \_\_\_\_\_, 2018

Passed and adopted on second and final reading on the      day of \_\_\_\_\_, 2018

Reviewed and Approved: \_\_\_\_\_  
Shannon K. Balmer, Assistant City Attorney

## Exhibit "1"

### **THE FIRST AMENDMENT TO THE RESTATED FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT (LOT 2 SPLIT AND RELATED REVISIONS)**

This First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development ("First Amendment MDA"), by and between Nova Port Orange LLC, a Florida limited liability company, as owner of the property described herein (the "Developer") and the City of Port Orange, a Florida municipal corporation (the "City") hereby covenant and agree to bind their successors and assigns as follows:

#### **WITNESSETH:**

**WHEREAS**, Nova Port Orange, LLC is the Owner of approximately 1.72 acres of property ("Lot 2 Property"), more particularly described in Exhibit "A", attached hereto and made a part hereof by reference; and

**WHEREAS**, the City, All Aboard Storage, LLC, and R.K.M. Development Corp. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled Restated First Amendment to the Master Development Agreement – Nova Depot Planned Commercial Development ("Restated MDA"), recorded at Book 6929, Page 3542, Public Records of Volusia County, Florida; and

**WHEREAS**, the Developer is desirous of subdividing the Lot 2 Property into two (2) lots, as shown on the Amended CDP, as defined hereinbelow; and

**WHEREAS**, the City is agreeable to the terms and provisions of this First Amendment MDA to allow modifications of the already approved Restated MDA as more specifically provided herein below; and

**WHEREAS**, the Developer is the owner of the Lot 2 Property which is the only property impacted by this First Amendment MDA; and

**WHEREAS**, the City and the Developer wish to amend the Restated MDA as applied to the Lot 2 Property to allow for the following:

1. Provide for a division of Lot 2 Property in order to create two (2) lots, being identified as Lot 2 and Lot 2A.
2. Provide for an amended CDP and new lot dimensions.

**NOW, THEREFORE**, the City and the Developer hereby agree as follows:

1. The premises stated above are true and correct and form a material part of this First Amendment MDA.

2. Paragraph 2, “DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 Property which references and incorporates the amended CDP as Exhibit “A” and the Amended CDP as applied to Lot 2 Property is hereby further amended to reflect the modifications shown by this First Amendment MDA Exhibit “A1 & A2”, attached hereto and incorporated herein by reference. Furthermore, Paragraph 2 of the Restated MDA, as applied to Lot 2 Property is hereby further amended as follows:

Development of the Lot 2 Property shall be controlled by the terms and provisions of the Restated MDA, as amended by this First Amendment MDA and the Amended CDP referenced herein as Exhibit “A1 & A2”, and collectively may be referred to as the “Plan.”

3. Paragraph 3.A., “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

A. Development of the Lot 2 Property shall be controlled by the terms and provisions of the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development (“Restated MDA”) as amended by this First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development MDA (“First Amendment MDA”) and to the extent not in conflict with the Restated MDA and the First Amendment MDA, the Port Orange Land Development Code (the “LDC”).

4. Paragraph 3.B., “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

B. The Lot 2 Property shall be subdivided pursuant to the City’s minor subdivision process in accordance with the LDC. The parties affirmatively recognize and approve that the utilization of this process will result in the Lot 2 Property being split into two (2) lots and that, as a result, the Nova Depot Planned Commercial Development shall consist of a maximum of four (4) lots. The Amended CDP, attached hereto, reflects the new alignment. The two lots created by the minor subdivision shall be referred to herein as Lot 2 and Lot 2A, as more particularly described in Exhibit “C”, attached hereto and incorporated herein.

5. Paragraph 3, “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended to add a new subparagraph as follows:

C. Developer, its successor and assigns, shall provide the standard lot easements for drainage and utility provisions to each proposed lot within the Lot 2 Property. Additionally, a recommended cross access and drainage easement for the Lot 2 Property is included in Exhibit “A1 & A2”. In the case of conflict between any textual provision of the Restated MDA, as amended by this First Amendment MDA and the Amended CDP, the textual provision shall govern. If the Restated MDA, as amended the Amended CDP, fail to address a particular subject or requirement, the requirement of the applicable City ordinance(s) in effect at the time of development plan approval shall control. Failure of either to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

6. Paragraph 4, “MAINTENANCE OF AMENITIES” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

Developer, its successors or assigns, shall be the entity responsible for the continued maintenance of the Lot 2 Property. Developer shall impose Covenants and Restrictions upon both lots to ensure cross access between the 2 lots within the Lot 2 Property as well as the two adjacent lots to the north and south of the Lot 2 Property, all of which are included within the Nova Depot Planned Commercial Development. Each lot owner shall be required to maintain their own driveways/parking and landscaping and site screening at their sole expense unless otherwise provided in the Covenants and Restrictions prepared by the Developer.

7. Paragraph 6.B., “MINIMUM DIMENSIONAL REQUIREMENTS” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

|                  |                    |
|------------------|--------------------|
| Minimum Lot Size | 30,000 square feet |
|------------------|--------------------|

All other provisions of Paragraph 6.B. of the Restated MDA shall otherwise remain in full force and effect.

8. Paragraph 15.A., "EFFECTIVE DATE AND EXPIRATION" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

A. This First Amendment MDA shall be effective upon recording by the City at the Developer's expense in the Public Records of Volusia County, Florida, not later than thirty (30) days from the date the City Council approves this First Amendment MDA. After the effective date, the restrictions on use and development imposed by this First Amendment MDA shall be binding upon all successors in interest in the Lot 2 Property, unless and until the parties mutually agree to alter or eliminate such restrictions in the course of the City's actions as zoning authority or until this First Amendment MDA expires.

9. Paragraph 15.D., "EFFECTIVE DATE AND EXPIRATION" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended to add a new paragraph as follows:

D. In contemplation of this First Amendment MDA and in recognition of the timing the rezoning process required, Developer did request and City did provide approval for the Volusia County Property Appraiser to create two Tax Parcel ID Numbers for the Lot 2 Property. The Tax Parcel ID Numbers were generated and conform with the lot split contemplated herein for Lot 2 – Family Dollar and Lot 2A – Future Development. As a condition of the City's approval of this Tax Parcel ID Number request, Developer was required to execute a Unity of Title Agreement with the City which affirmatively stated that the Lot 2 Property would remain as a single parcel until such time as this rezoning and the related minor subdivision was approved by the City Council. Upon the effective date of this First Amendment MDA, the Unity of Title Agreement will be deemed to be of no further effect by the Developer and the City.

10. Paragraph 17, "COMPLETE AGREEMENT" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

All the provisions of the Restated MDA not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment MDA. The Restated MDA shall survive the execution of this First Amendment MDA.

IN WITNESS WHEREOF, the parties hereto attach their hand and seals on the dates set forth below:

WITNESSES:

OWNER:

NOVA PORT ORANGE, LLC  
A Florida limited liability company

By: \_\_\_\_\_  
William C. Lloyd, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by William C. Lloyd, as President of NOVA PORT ORANGE, LLC, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

[Seal]

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission Number: \_\_\_\_\_



WITNESSES:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Seal]

THE CITY OF PORT ORANGE, a Florida  
municipal corporation

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

Attest: \_\_\_\_\_  
Robin L. Fenwick, City Clerk

NOTARY PUBLIC:

\_\_\_\_\_  
*Notary Public, State of Florida at Large*  
*Printed Name, Commission and Term Expiration Date:*

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Robin L. Fenwick, City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Seal]

NOTARY PUBLIC:

\_\_\_\_\_  
*Notary Public, State of Florida at Large*  
*Printed Name, Commission and Term Expiration Date:*

Exhibit "A"

Legal Description for Lot 2

OVERALL REAL PROPERTY DESCRIPTION

THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR THE RIGHT OF WAY OF NOVA ROAD AND LESS AND EXCEPT THAT PORTION TAKEN FOR RIGHT OF WAY FOR SAMMS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, SAID PUBLIC RECORDS AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 18 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 121.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N85°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 230.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S88°48'40"E ALONG SAID WEST RIGHT OF WAY LINE, 18.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 179.67 FEET; THENCE S85°15'21"W, 243.92 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

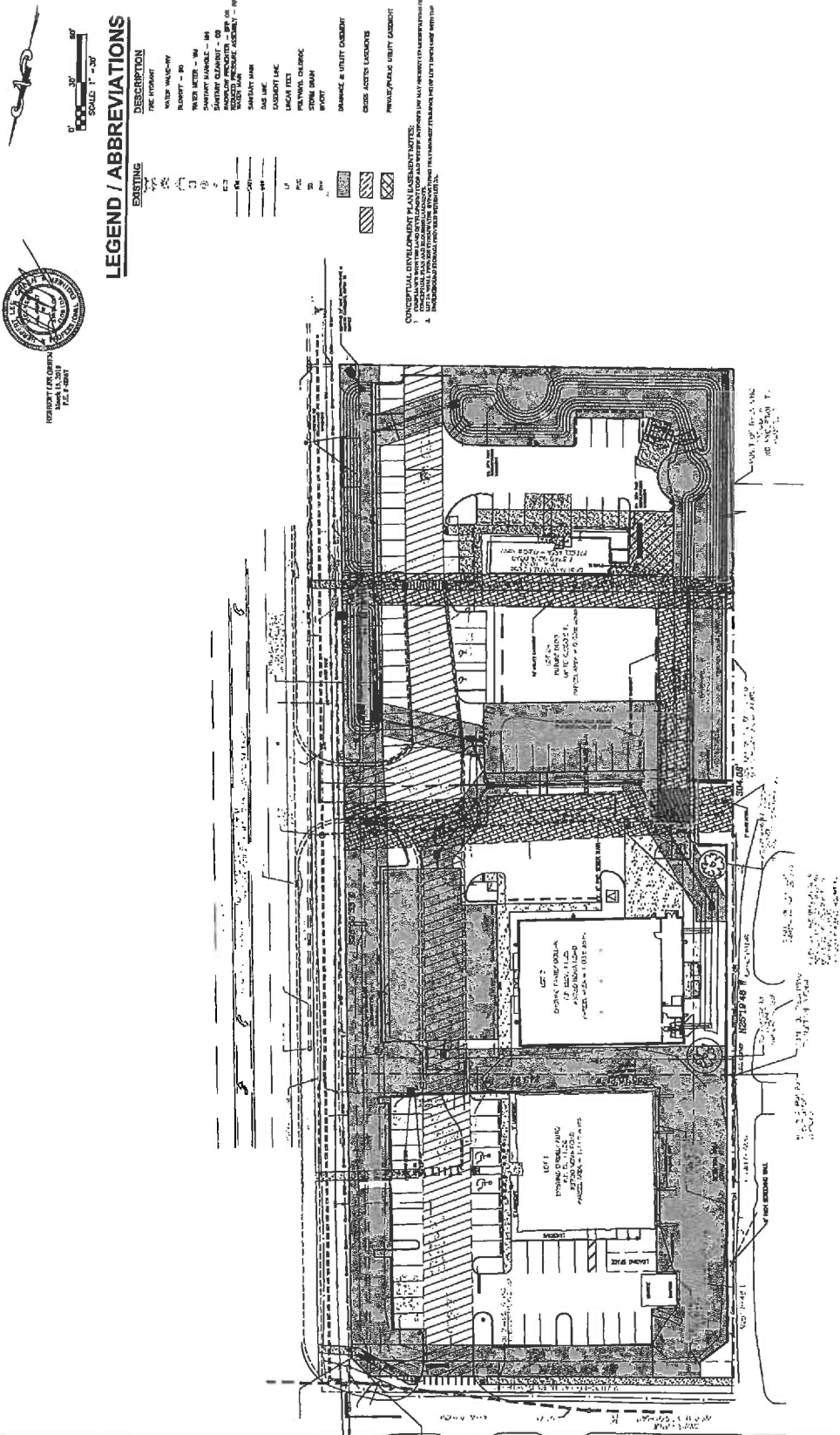
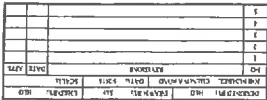
A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 18 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET; THENCE N85°37'59"E, 247.57 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 141.06 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S85°37'59"W, 249.24 FEET TO THE POINT OF BEGINNING.

**Exhibit “A1 & A2”**

Conceptual Development Plan for Lot 2 (as revised)  
(Includes Cross Access Drainage Easement Illustration)





**Exhibit “B”**

Exhibit “B” of the Restated First Amendment Master Development Agreement Nova Depot  
Planned Commercial Development remains unchanged.

## Exhibit "C"

### Legal Description for Two New Lots

#### Legal Description of Lot 2 – Family Dollar

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 258.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 185.85 FEET; THENCE N85°15'21"E, 243.82 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S28°00'33"E ALONG SAID WEST RIGHT OF WAY LINE, 180.45 FEET; THENCE S63°38'22"W, 248.08 FEET TO THE POINT OF BEGINNING.

#### Legal Description of Lot 2A – Future Development

### OVERALL REAL PROPERTY DESCRIPTION

THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR THE RIGHT OF WAY OF NOVA ROAD AND LESS AND EXCEPT THAT PORTION TAKEN FOR RIGHT OF WAY FOR SAMMS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, SAID PUBLIC RECORDS AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 191.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N85°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 238.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S88°49'40"E ALONG SAID WEST RIGHT OF WAY LINE, 18.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 179.67 FEET; THENCE S65°15'21"W, 243.82 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET; THENCE N85°37'58"E, 247.57 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 141.08 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S85°37'58"W, 249.24 FEET TO THE POINT OF BEGINNING.

#### Less and Except

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 258.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 185.85 FEET; THENCE N85°15'21"E, 243.82 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S28°00'33"E ALONG SAID WEST RIGHT OF WAY LINE, 180.45 FEET; THENCE S63°38'22"W, 248.08 FEET TO THE POINT OF BEGINNING.





**STAFF REPORT**  
**FIRST AMENDMENT TO THE MDA & CDP TO THE RESTATED**  
**FIRST AMENDMENT NOVA DEPOT PCD**  
**CASE NO. 18-40000001**

---

|                              |                                                                                                                                            |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Request:</b>              | Amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Nova Depot Planned Commercial Development (PCD) |
| <b>Location:</b>             | 3730 Nova Rd.                                                                                                                              |
| <b>Owner:</b>                | Nova Port Orange, LLC                                                                                                                      |
| <b>Applicant:</b>            | Mike Woods, Cobb Cole                                                                                                                      |
| <b>Staff Recommendation:</b> | <b>Approval</b>                                                                                                                            |
| <b>Staff Contact:</b>        | Gwen Perney, Planner (386) 506-5673                                                                                                        |
| <b>City Council Date:</b>    | April 17, 2018                                                                                                                             |

---

**DISCUSSION:**

The proposed First Amendment to the Restated First Amendment Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Nova Depot Planned Commercial Development (PCD) is to provide the regulatory framework to create one new commercial lot. The development proposal is to subdivide Lot 2 (the Family Dollar retail store) into two lots (Lot 2 and 2A). If approved, Lot 2A would remain vacant until it is developed and at this time a tenant has not been identified. The location of the proposed new lot (Lot 2A) and the modified Lot 2 is shown in Figure 1 below.

Figure 1. Project Location



In 2013, the Restated MDA and CDP were approved as a 3-lot commercial subdivision. According to the applicant (Exhibit "A"), as the lots developed within the PCD, less acreage was required for development of the commercial uses on the lots than initially anticipated (see Tables 1 and 2 below). The Amendment states a maximum of four lots will be developed within the PCD (Exhibit "B").

Table 1. Existing Lot Sizes

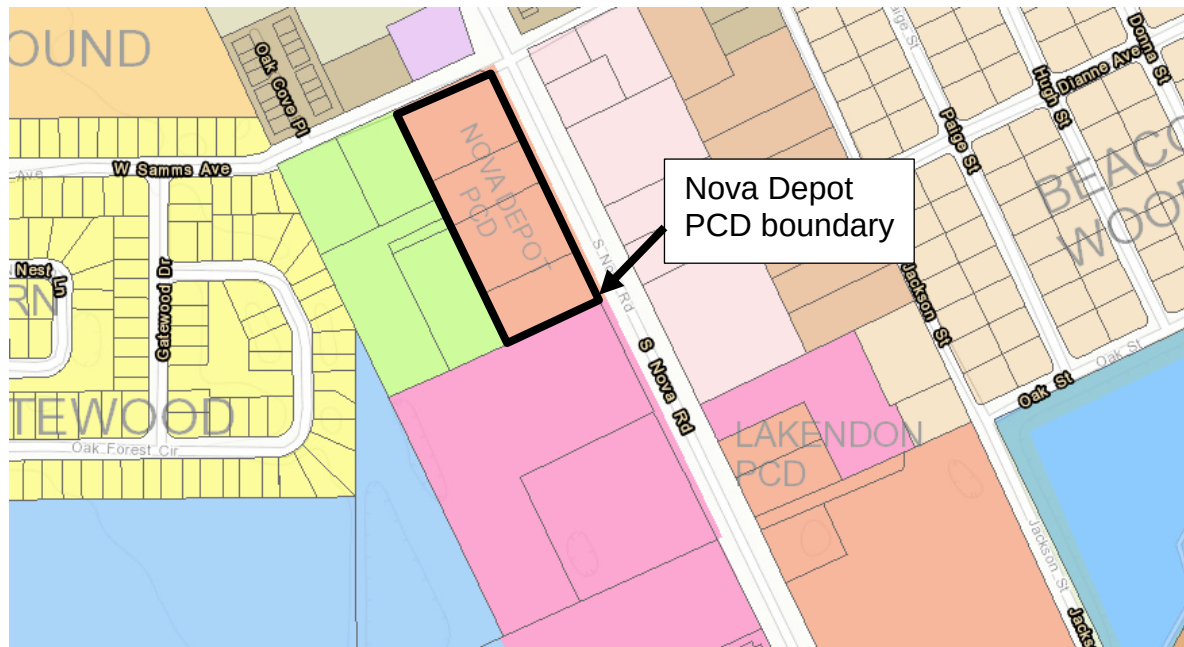
|       | Tenant              | Area (sq. ft.) |
|-------|---------------------|----------------|
| Lot 1 | O'Reilly Auto Parts | 48,352         |
| Lot 2 | Family Dollar       | 74,916         |
| Lot 3 | Waffle House        | 35,025         |

Table 2. Proposed Lot Sizes

|                 | Tenant              | Area (sq. ft.) |
|-----------------|---------------------|----------------|
| Lot 1           | O'Reilly Auto Parts | 48,352         |
| Lot 2           | Family Dollar       | 44,864         |
| Proposed Lot 2A | Vacant              | 30,052         |
| Lot 3           | Waffle House        | 35,025         |

If the Amendment is approved, Lot 2 will contain the Family Dollar building along with all of its required parking, stormwater infrastructure, landscaping, and other site improvements. The proposed Lot 2A is currently part of the Family Dollar lot.

Lot 2A will be developed with a commercial tenant building and will be required to be developed according to the existing site development requirements in the Restated Nova Depot MDA and Land Development Code (LDC) including parking, stormwater, landscaping, utilities, and traffic impacts. The lot will be accessed from the existing driveways on Nova Road and Samms Avenue. Cross-access easements already exist as an internal driveway network for vehicles and pedestrians to move between the lots. As part of the site plan for Waffle House (Lot 3) the developer extended the access drive to the south end of the PCD property for future connection to the property to the south. To complete the connection, the adjacent property owner will be required to connect to the existing driveway on the PCD property and enter into a cross access agreement with the adjoining property owner at that time.



The existing permitted uses allowed in PCD that would apply to Lot 2A include: restaurants, retail sales and services, personal services, professional and medical offices, business services, financial services, banks, and office supplies. These uses would allow a variety of tenants to occupy the new lot.

The following is an analysis of the requested deviation from the Land Development Code (LDC) or Nova Depot MDA proposed in the Second Amendment.

Lot Size: The proposed MDA Amendment provides the dimensional requirements for the proposed lot. The building setback, lot coverage, open space, and lot width requirements in the existing Restated MDA will apply to Lot 2A. As part of the proposed amendment, the applicant is proposing a minimum 30,000 square foot lot area. The minimum lot area in the current MDA is 35,000 square feet. The proposed lot area for Lot 2A is comparable with the minimum lot area in the City's other similar commercial zoning districts.

Table 2. Dimensional Requirement Comparison

|                                          | Minimum Lot Area | Maximum Building Coverage | Minimum Open Space |
|------------------------------------------|------------------|---------------------------|--------------------|
| <b>Proposed 2<sup>nd</sup> Amendment</b> | <b>30,000 SF</b> | <b>35%</b>                | <b>30%</b>         |
| Current Nova Depot PCD                   | 35,000 SF        | 35%                       | 30%                |
| Highway Commercial (HC) zoning           | 30,000 SF        | 35%                       | 25%                |
| Community Commercial (CC) zoning         | 22,500 SF        | 35%                       | 30%                |

If approved, a site plan will be required for Lot 2A to verify all of the minimum development requirements, building setbacks, open space, building coverage, stormwater, utility connections, parking lot standards, landscape buffers to provide visual screening, and architectural design standards of the LDC and the Nova Depot MDA are met for Lot 2A.

#### **CONSISTENCY WITH THE COMPREHENSIVE PLAN:**

The subject property is designated *Office/Residential Transition* on the City's Future Land Use (FLU) Map. The original PCD zoning and Restated MDA were found to be consistent with the City's Comprehensive Plan when it was approved in 2006. The proposed Amendment does not change the FLU designation for the PCD property and is consistent with the general intent of the Comprehensive Plan.

**SUMMARY OF POLICY ISSUE:**

As part of its review of the Amendment proposal, the Planning Commission and City Council will need to consider the following deviations from the LDC or Restated Nova Depot MDA:

1. Allow a minimum lot size of 30,000 square feet for Lot 2A

**RECOMMENDATION:**

Staff recommends **approval** of the First Amendment to the Restated First Amendment Nova Depot PCD Master Development Agreement and Conceptual Development Plan, subject to:

1. Resolution of remaining comments prior to City Council; and
2. Review by the City Attorney as to legal form and content

**ATTACHMENTS:**

1. Exhibit "A" – Justification letter from applicant
2. Exhibit "B" – First Amendment to the Restated First Amendment Nova Depot MDA and CDP

Note: This Amendment was initially referred to as the Second Amendment to the Nova Depot PCD. The title was corrected to the First Amendment to the Restated First Amendment after the item was scheduled for Planning Commission.

William M. Cobb  
(1881-1939)  
Thomas T. Cobb  
(1916-2004)  
W. Warren Cole, Jr.  
(1926-2008)  
Rhoda Bess Goodson  
(1950-2017)

Scott W. Cichon  
Robert A. Merrell III  
John P. Ferguson  
Mark A. Watts  
Heather Bond Vargas  
Kelly Parsons Kwiatek  
Kathleen L. Crotty  
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March 15, 2018

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Kelsie W. Willett  
Erica C. Johnson

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William A. Parsons  
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RETIRED

Thomas S. Hart

\*Practice limited to federal  
immigration matters

VIA EMAIL AND MAIL

[gperney@port-orange.org](mailto:gperney@port-orange.org)

Gwen Perney, Senior Planner  
City of Port Orange  
Community Development  
1000 City Center Circle  
Port Orange, FL 32129

Re: PCD Amendment/Nova Depot PCD- 2<sup>nd</sup> Amendment  
3730 Nova Rd. Case No. 18-40000001  
Parcel ID # 6337-01-25-0015

Dear Gwen,

As you know, this firm has the pleasure of representing Nova Port Orange, LLC with respect to the development of its property located generally at 3730 Nova Road in Port Orange, Florida. At present, we are asking for an amendment to the PCD to effectively create a fourth parcel for development purposes. As part of this application, we are requesting a reduction in the minimum lot size from 35,000 square feet to 30,000 square feet and also seeking to permit the project via a minor subdivision rather than a full plat.

When first permitted, the PCD anticipated 3 lots but was well under the allowable density and intensity permitted by the underlying land use. The projects have developed thus far with smaller footprints than originally anticipated and as a result, we can now include a fourth lot while remaining within the thresholds established by the land use and the PCD itself. Essentially, by developing with a smaller footprint, we have left room to fill in a fourth lot. Moreover, since the site has been fully engineered at this point, and necessary cross access easements have been provided, we are now able to ensure that all necessary services can be provided to the new lot without going through the formal platting process. Again, this use of the minor subdivision process, utilizing shared design stormwater and cross access easements, was what was contemplated with the original PCD.



Gwen Perney  
March 15, 2018  
Page 2

Please do not hesitate to contact me if you have any further questions.

Sincerely,

*Michael J. Woods*

**Michael J. Woods**

(LF)

Michael.Woods@CobbCole.com  
Fax (386) 944-7968

MJW:lgf

**THE FIRST AMENDMENT TO THE RESTATED FIRST AMENDMENT TO THE  
MASTER DEVELOPMENT AGREEMENT  
NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT  
(LOT 2 SPLIT AND RELATED REVISIONS)**

This First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development ("First Amendment MDA"), by and between Nova Port Orange LLC, a Florida limited liability company, as owner of the property described herein (the "Developer") and the City of Port Orange, a Florida municipal corporation (the "City") hereby covenant and agree to bind their successors and assigns as follows:

**WITNESSETH:**

**WHEREAS**, Nova Port Orange, LLC is the Owner of approximately 1.72 acres of property ("Lot 2 Property"), more particularly described in Exhibit "A", attached hereto and made a part hereof by reference; and

**WHEREAS**, the City, All Aboard Storage, LLC, and R.K.M. Development Corp. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled Restated First Amendment to the Master Development Agreement – Nova Depot Planned Commercial Development ("Restated MDA"), recorded at Book 6929, Page 3542, Public Records of Volusia County, Florida; and

**WHEREAS**, the Developer is desirous of subdividing the Lot 2 Property into two (2) lots, as shown on the Amended CDP, as defined hereinbelow; and

**WHEREAS**, the City is agreeable to the terms and provisions of this First Amendment MDA to allow modifications of the already approved Restated MDA as more specifically provided herein below; and

**WHEREAS**, the Developer is the owner of the Lot 2 Property which is the only property impacted by this First Amendment MDA; and

**WHEREAS**, the City and the Developer wish to amend the Restated MDA as applied to the Lot 2 Property to allow for the following:

1. Provide for a division of Lot 2 Property in order to create two (2) lots, being identified as Lot 2 and Lot 2A.
2. Provide for an amended CDP and new lot dimensions.

**NOW, THEREFORE**, the City and the Developer hereby agree as follows:

1. The premises stated above are true and correct and form a material part of this First Amendment MDA.

2. Paragraph 2, “DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 Property which references and incorporates the amended CDP as Exhibit “A” and the Amended CDP as applied to Lot 2 Property is hereby further amended to reflect the modifications shown by this First Amendment MDA Exhibit “A1 & A2”, attached hereto and incorporated herein by reference. Furthermore, Paragraph 2 of the Restated MDA, as applied to Lot 2 Property is hereby further amended as follows:

Development of the Lot 2 Property shall be controlled by the terms and provisions of the Restated MDA, as amended by this First Amendment MDA and the Amended CDP referenced herein as Exhibit “A1 & A2”, and collectively may be referred to as the “Plan.”

3. Paragraph 3.A., “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

A. Development of the Lot 2 Property shall be controlled by the terms and provisions of the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development (“Restated MDA”) as amended by this First Amendment to the Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development MDA (“First Amendment MDA”) and to the extent not in conflict with the Restated MDA and the First Amendment MDA, the Port Orange Land Development Code (the “LDC”).

4. Paragraph 3.B., “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

B. The Lot 2 Property shall be subdivided pursuant to the City’s minor subdivision process in accordance with the LDC. The parties affirmatively recognize and approve that the utilization of this process will result in the Lot 2 Property being split into two (2) lots and that, as a result, the Nova Depot Planned Commercial Development shall consist of a maximum of four (4) lots. The Amended CDP, attached hereto, reflects the new alignment. The two lots created by the minor subdivision shall be referred to herein as Lot 2 and Lot 2A, as more particularly described in Exhibit “C”, attached hereto and incorporated herein.



5. Paragraph 3, “DEVELOPMENT PLAN” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended to add a new subparagraph as follows:

C. Developer, its successor and assigns, shall provide the standard lot easements for drainage and utility provisions to each proposed lot within the Lot 2 Property. Additionally, a recommended cross access and drainage easement for the Lot 2 Property is included in Exhibit “A1 & A2”. In the case of conflict between any textual provision of the Restated MDA, as amended by this First Amendment MDA and the Amended CDP, the textual provision shall govern. If the Restated MDA, as amended the Amended CDP, fail to address a particular subject or requirement, the requirement of the applicable City ordinance(s) in effect at the time of development plan approval shall control. Failure of either to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, terms or restrictions.

6. Paragraph 4, “MAINTENANCE OF AMENITIES” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

Developer, its successors or assigns, shall be the entity responsible for the continued maintenance of the Lot 2 Property. Developer shall impose Covenants and Restrictions upon both lots to ensure cross access between the 2 lots within the Lot 2 Property as well as the two adjacent lots to the north and south of the Lot 2 Property, all of which are included within the Nova Depot Planned Commercial Development. Each lot owner shall be required to maintain their own driveways/parking and landscaping and site screening at their sole expense unless otherwise provided in the Covenants and Restrictions prepared by the Developer.

7. Paragraph 6.B., “MINIMUM DIMENSIONAL REQUIREMENTS” of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

|                  |                    |
|------------------|--------------------|
| Minimum Lot Size | 30,000 square feet |
|------------------|--------------------|

All other provisions of Paragraph 6.B. of the Restated MDA shall otherwise remain in full force and effect.

8. Paragraph 15.A., "EFFECTIVE DATE AND EXPIRATION" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

A. This First Amendment MDA shall be effective upon recording by the City at the Developer's expense in the Public Records of Volusia County, Florida, not later than thirty (30) days from the date the City Council approves this First Amendment MDA. After the effective date, the restrictions on use and development imposed by this First Amendment MDA shall be binding upon all successors in interest in the Lot 2 Property, unless and until the parties mutually agree to alter or eliminate such restrictions in the course of the City's actions as zoning authority or until this First Amendment MDA expires.

9. Paragraph 15.D., "EFFECTIVE DATE AND EXPIRATION" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended to add a new paragraph as follows:

D. In contemplation of this First Amendment MDA and in recognition of the timing the rezoning process required, Developer did request and City did provide approval for the Volusia County Property Appraiser to create two Tax Parcel ID Numbers for the Lot 2 Property. The Tax Parcel ID Numbers were generated and conform with the lot split contemplated herein for Lot 2 – Family Dollar and Lot 2A – Future Development. As a condition of the City's approval of this Tax Parcel ID Number request, Developer was required to execute a Unity of Title Agreement with the City which affirmatively stated that the Lot 2 Property would remain as a single parcel until such time as this rezoning and the related minor subdivision was approved by the City Council. Upon the effective date of this First Amendment MDA, the Unity of Title Agreement will be deemed to be of no further effect by the Developer and the City.

10. Paragraph 17, "COMPLETE AGREEMENT" of the Restated MDA as applied to Lot 2 as originally described in the Restated MDA as now described as Lots 2 and 2(A) is hereby further amended as follows:

All the provisions of the Restated MDA not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment MDA. The Restated MDA shall survive the execution of this First Amendment MDA.

IN WITNESS WHEREOF, the parties hereto attach their hand and seals on the dates set forth below:

WITNESSES:

OWNER:

NOVA PORT ORANGE, LLC  
A Florida limited liability company

By: \_\_\_\_\_  
William C. Lloyd, President

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by William C. Lloyd, as President of NOVA PORT ORANGE, LLC, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC:

[Seal]

\_\_\_\_\_  
Notary Public, State of Florida at Large  
Commission Number: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Seal]

THE CITY OF PORT ORANGE, a Florida  
municipal corporation

By: \_\_\_\_\_  
Donald O. Burnette, Mayor

Attest: \_\_\_\_\_  
Robin L. Fenwick, City Clerk

NOTARY PUBLIC:

\_\_\_\_\_  
*Notary Public, State of Florida at Large*  
*Printed Name, Commission and Term Expiration Date:*

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Robin L. Fenwick, City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me or has produced \_\_\_\_\_ as identification.

[Seal]

NOTARY PUBLIC:

\_\_\_\_\_  
*Notary Public, State of Florida at Large*  
*Printed Name, Commission and Term Expiration Date:*

## Exhibit "A"

### Legal Description for Lot 2

#### OVERALL REAL PROPERTY DESCRIPTION

THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR THE RIGHT OF WAY OF NOVA ROAD AND LESS AND EXCEPT THAT PORTION TAKEN FOR RIGHT OF WAY FOR SAMMS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, SAID PUBLIC RECORDS AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 18 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 121.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N85°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 230.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S88°48'40"E ALONG SAID WEST RIGHT OF WAY LINE, 18.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 179.67 FEET; THENCE S85°15'21"W, 243.92 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 18 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

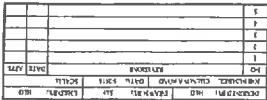
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**Exhibit “A1 & A2”**

Conceptual Development Plan for Lot 2 (as revised)  
(Includes Cross Access Drainage Easement Illustration)

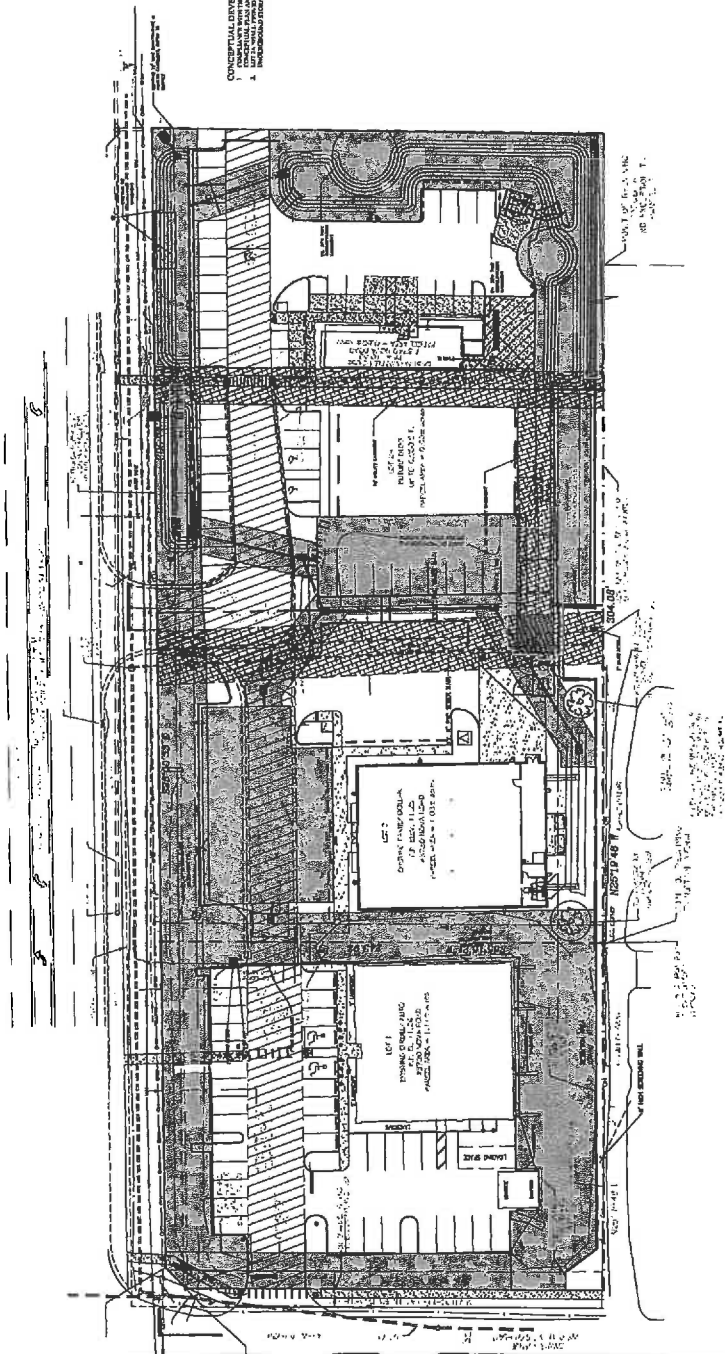






March 15, 2019  
P.O. # 43947

## LEGEND / ABBREVIATIONS

[illegible]

**Exhibit “B”**

Exhibit “B” of the Restated First Amendment Master Development Agreement Nova Depot  
Planned Commercial Development remains unchanged.

## Exhibit "C"

### Legal Description for Two New Lots

#### Legal Description of Lot 2 – Family Dollar

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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#### Legal Description of Lot 2A – Future Development

### OVERALL REAL PROPERTY DESCRIPTION

THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION TAKEN FOR THE RIGHT OF WAY OF NOVA ROAD AND LESS AND EXCEPT THAT PORTION TAKEN FOR RIGHT OF WAY FOR SAMMS AVENUE, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, SAID PUBLIC RECORDS AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

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COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 191.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 8896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N85°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 238.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S88°49'40"E ALONG SAID WEST RIGHT OF WAY LINE, 18.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 179.67 FEET; THENCE S65°15'21"W, 243.82 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET; THENCE N85°37'58"E, 247.57 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE S28°00'33"E, 141.08 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S85°37'58"W, 249.24 FEET TO THE POINT OF BEGINNING.

#### Less and Except

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 258.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 185.85 FEET; THENCE N85°15'21"E, 243.82 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S28°00'33"E ALONG SAID WEST RIGHT OF WAY LINE, 180.45 FEET; THENCE S63°38'22"W, 248.08 FEET TO THE POINT OF BEGINNING.



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (G20) Resolution No. 18-8, Transmittal of 18-1 Comprehensive Plan Amendments/Williamson Boulevard-Willow Run Boulevard Site (Case No. 18-20000002)

**DEPARTMENT:** Community Development

**GOAL:** 3 - Quality of Life

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## RECOMMENDED MOTION:

Move to approve Resolution No. 18-8, authorizing the transmittal of the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ±34.5 acres from *Urban High Density Residential* (8-16 units/acre), *Urban Medium Density Residential* (4-8 units/acre), and *Suburban Residential* (2-4 units/acre) to *Mixed-Use Center* and add FLU Element Policy 5.1.5, to provide density/intensity limits for the property, to the required review agencies.

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**SUMMARY:** Planning Commission Action (3/22/18): Recommended Approval

The proposed amendment is to change the Future Land Use designation for +/- 34.5 acres of overall +/- 39.5-acre property. The amendment area is located near the southeast corner of Williamson Boulevard and Willow Run Boulevard. The remaining +/- 5 acres are not included in the proposed amendment and would retain the current Commercial FLU designation. The amendment consists of two requests:

1. Change the FLU designation for +/- 34.5 acres from Urban High Density Residential (8-16 units/acre), Urban Medium Density Residential (4-8 units/acre), and Suburban Residential (2-4 units/acre) to Mixed-Use Center.
2. Add a FLU Element Policy 5.1.5, that provides density/intensity limits for the subject property, to limit the maximum number of residential dwelling units to 276 and the maximum non-residential square-footage at 250,000 square-feet.

The Mixed-Use Center designation allows for a variety of land uses, which may include commercial, office, residential, and institutional development near the intersection of significant roads (arterial and collector), and to serve the needs of existing residential neighborhoods. In addition to a mixture of compatible uses, development of this type should provide amenities and walkways to increase pedestrian activity from within the subject property and from existing residential developments, and decrease a reliance on individual vehicles and provide a concentration of services for adjacent neighborhoods and pass-by traffic. The maximum residential density allowed in this category is 16 dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for

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non-residential uses allowed in this category is 1.5. The allowable distribution of uses within a mixed-use center is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- Commercial (not including office) 50%-90%;
- Office 10% - 90%;
- Residential 0% - 50%; and
- Institutional 0% - 35%.

The proposed FLU amendment is part of a City effort to redistribute commercial development from the Taylor Road/Williamson Boulevard intersection area to the Willow Run Boulevard/Williamson Boulevard intersection area. A separate Land Development Code (LDC) text amendment is being processed to increase the acreage of multi-family that can be developed in the Planned Community-Agricultural (PC-A) Workplace District. The LDC text amendment would increase the acreage that can be developed with multi-family from +/- 29 acres to +/- 54 acres. With approval of the LDC text amendment, a developer is prepared to develop a +/- 292-unit multi-family development on +/- 24 acres at the northwest corner of North Summer Trees Road and Williamson Boulevard.

However, retaining land for non-residential uses is an objective and policy in the Comprehensive Plan. Therefore, to comply with Objective 3.1 and Policy 3.1.1 and 3.2.1 of the Comprehensive Plan, the City has proposed to change the FLU of 34.5 acres near the Willow Run Boulevard/Williamson Boulevard intersection to Mixed-Use Center to retain a portion of the non-residential square-footage lost as part of the proposed multi-family development north of the Taylor Road/Williamson Boulevard intersection.

A traffic analysis was conducted to evaluate the expected impact this could have on area roadways. According to the analysis, the potential development of multi-family near the Taylor Road/Williamson Boulevard and N. Summer Trees Road/Williamson Boulevard intersections, and potential development of a mixed-use development at the Williamson Boulevard/Willow Run Boulevard intersection, is expected to reduce the number of p.m. peak-hour vehicular trips. When comparing the PM peak-hour trip generation for the current and proposed uses of these properties, the theoretical maximum trip generation potential along the segment of Williamson Boulevard, between Taylor Road and Willow Run Boulevard, could decrease by 2,045 PM peak-hour trips.

The staff report is attached for more detail.

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                |                          |
|----|----------------|--------------------------|
| 1. | Reso. No. 18-8 | Reso. No. 18-8.pdf       |
| 2. | Staff Report   | NLA CPA Staff Report.pdf |

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Melanie Schmotzer  
Tim Burman  
Shannon Balmer  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/29/2018  
Approved - 03/29/2018  
Approved - 04/04/2018  
Approved - 04/04/2018  
Final Approval - 04/04/2018

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RESOLUTION NO. 18-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING PROPOSED AMENDMENTS TO THE CITY OF PORT ORANGE COMPREHENSIVE PLAN AND AUTHORIZING SUBMITTAL TO THE STATE LAND PLANNING AND OTHER AGENCIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has adopted the City of Port Orange Comprehensive Plan 2010-2025 in accordance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City Council, Planning Commission, City staff and citizens of the City of Port Orange have cooperated and worked together in the preparation and development of the comprehensive plan amendments authorized by State law; and

WHEREAS, the proposed comprehensive plan amendments include revisions to the Future Land Use Element and Map; and

WHEREAS, the City Council has held a public hearing on April 17, 2018 to receive public input and comment on the proposed amendments to the City of Port Orange Comprehensive Plan 2010-2025; and

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the City Council desires to accept the proposed comprehensive plan amendments and authorize their transmittal to the State land planning agency and other agencies; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The amendments to the City of Port Orange Comprehensive Plan 2010-2025, attached hereto as Exhibit "A" and Exhibit "B", are hereby accepted, after due public hearing required by law.

Section 2. The Community Development Director is hereby authorized to submit the comprehensive plan amendments to the State land planning agency and such other agencies as may be required by law.

Section 3. This resolution shall become effective upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

\_\_\_\_\_  
Robin L Fenwick, CMC, City Clerk

Adopted on the \_\_\_\_ day of \_\_\_\_\_

Reviewed and Approved: \_\_\_\_\_  
Shannon K. Balmer, Assistant City Attorney

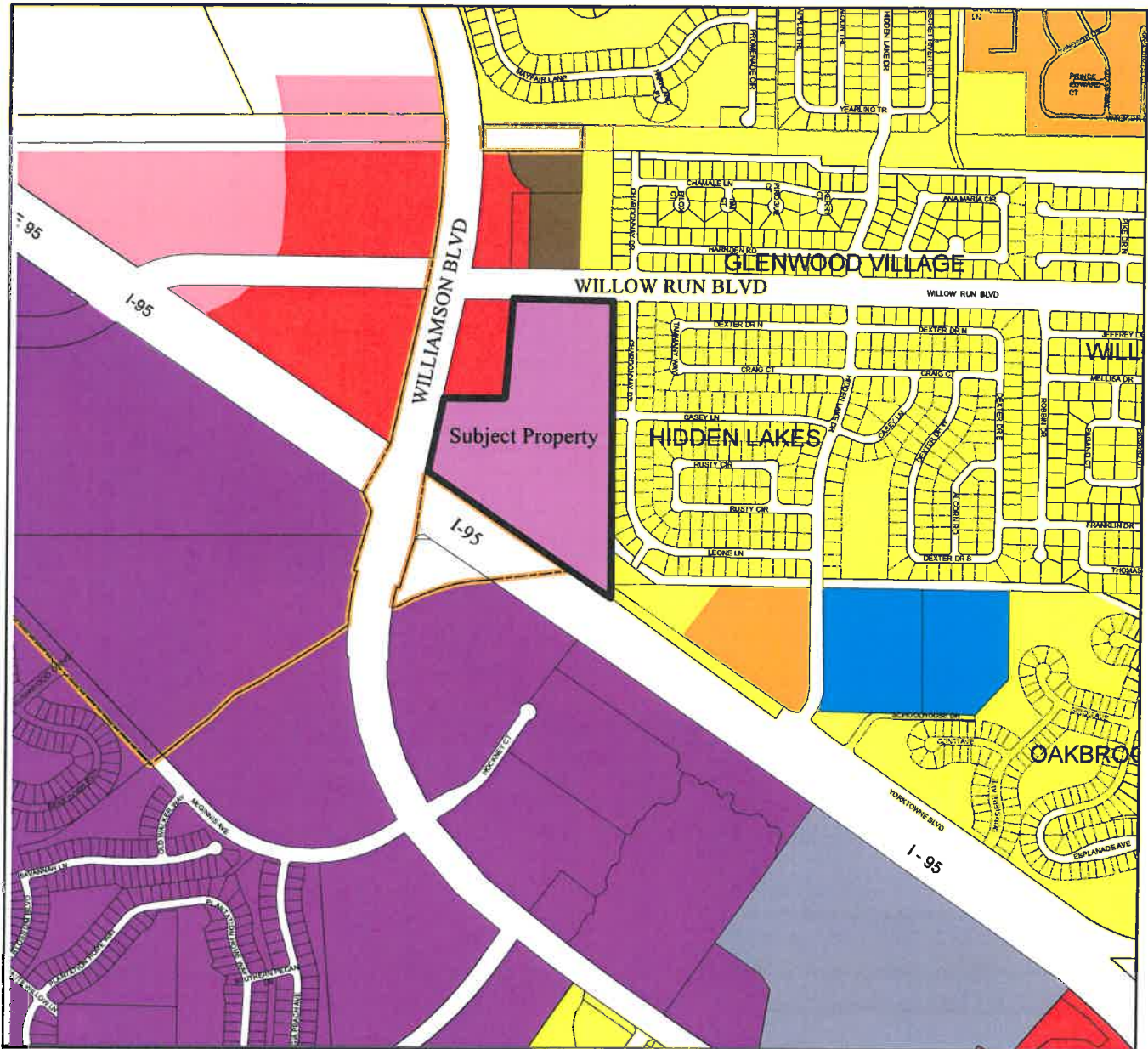


## Exhibit "A"

Deletions are strikethroughs (~~strikethroughs~~) and additions are underlined.

*Policy 5.1.5:* The overall square footage for the commercial/mixed use node located south of Willow Run Boulevard and east of Williamson Boulevard shall be limited to no more than 250,000 square feet of non-residential uses and 276 residential dwelling units.

# Exhibit "B"



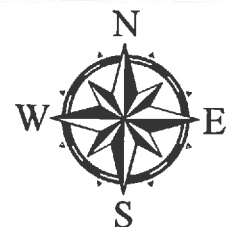
- |                                                                                                                                         |                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
|  Public/Institutional                                |  Commercial           |
|  Suburban Residential (2-4 Units/Acre)               |  Mixed-Use Center     |
|  Urban Medium Density Residential (4-8 Units/Acre)   |  Planned Community    |
|  Urban High Density Residential (8-16 Units/Acre)    |  Warehouse/Industrial |
|  Office/Residential Transition (Up to 10 Units/Acre) |                                                                                                            |



## Future Land Use

# CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





## STAFF REPORT

### Administrative Large-Scale Comprehensive Plan Future Land Use Amendment/Williamson Boulevard-Willow Run Boulevard Site CASE NO. 18-20000002

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|                       |                                                                                                                                                                                                                                                                                                                                                                                          |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| REQUEST:              | Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ±34.5 acres from <i>Urban High Density Residential</i> (8-16 units/acre), <i>Urban Medium Density Residential</i> (4-8 units/acre), and <i>Suburban Residential</i> (2-4 units/acre) to <i>Mixed-Use Center</i> .<br><br>Add FLU Element Policy 5.15, to provide density/intensity limits for the property. |
| APPLICANT:            | City of Port Orange                                                                                                                                                                                                                                                                                                                                                                      |
| LOCATION:             | South side of Willow Run Boulevard, east of Williamson Boulevard (Figure 1 - Location Map)                                                                                                                                                                                                                                                                                               |
| STAFF RECOMMENDATION: | <b>Approval</b>                                                                                                                                                                                                                                                                                                                                                                          |
| STAFF CONTACT:        | Tim Burman, Community Development Director (386) 506-5675                                                                                                                                                                                                                                                                                                                                |
| PLANNING COMMISSION:  | Approval (March 22, 2018)                                                                                                                                                                                                                                                                                                                                                                |
| CITY COUNCIL DATE:    | April 17, 2018                                                                                                                                                                                                                                                                                                                                                                           |

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## INTRODUCTION

The proposed amendment is to change the future land use designation for +/- 34.5 acres of overall +/- 39.5-acre property. The amendment area is located near the southeast corner of Williamson Boulevard and Willow Run Boulevard. The remaining +/- 5 acres are not included in the proposed amendment and would retain the current *Commercial* FLU designation.

Figure 1 - Location Map



The amendment consists of two requests:

1. Change the FLU designation for +/- 34.5 acres from *Urban High Density Residential* (8-16 units/acre), *Urban Medium Density Residential* (4-8 units/acre), and *Suburban Residential* (2-4 units/acre) to *Mixed-Use Center*.
2. Add a FLU Element Policy 5.1.5, that provides density/intensity limits for the subject property, to limit the maximum number of residential dwelling units to 276 and the maximum non-residential square-footage at 250,000 square-feet.

In 2010, the City created the *Mixed-Use Center* FLU designation to serve as an alternative to the single-use, community-level commercial node in certain settings. A mixed-use center can contain a variety of land uses, which may include commercial, office, residential, and institutional development, and is focused around a point of high activity, such as an intersection of major roads. The land uses should be mixed, but commercial uses may dominate if necessary to achieve City redevelopment or economic development goals.

The proposed amendment is part of a City effort to redistribute commercial development from the Taylor Road/Williamson Boulevard intersection area to the Willow Run Boulevard/Williamson Boulevard intersection area. A separate Land Development Code (LDC) text amendment is being processed to increase the acreage of multi-family that can be developed in the Planned Community-Agricultural (PC-A) Workplace District. The LDC amendment would increase the acreage that can be developed with multi-family from +/- 29 acres to +/- 54 acres. With approval of the LDC amendment, a developer is prepared to develop a +/- 300-unit multi-family development on +/- 24 acres at the northwest corner of North Summer Trees Road and Williamson Boulevard.

The intent is for +/- 24 acres near the intersection of Taylor Road/Williamson Boulevard to be developed as multi-family instead of commercial to reduce number of vehicular trips near the Taylor Road/Williamson Boulevard intersection. However, retaining land for non-residential uses is an objective and policy in the Comprehensive Plan. Therefore, to comply with Objective 3.1 and Policy 3.1.1 and 3.2.1 of the Comprehensive Plan, the City has proposed to change the FLU of 34.5 acres near the Willow Run Boulevard/Williamson Boulevard intersection to *Mixed-Use Center* to retain a portion of the non-residential square-footage lost as part of the proposed multi-family development north of the Taylor Road/Williamson Boulevard intersection. The *Mixed-Use Center* designation allows for variety of land uses, which may include commercial, office, residential, and institutional development (Figure 2).



**Figure 2 – Potential Redistribution of Uses Along Williamson Corridor**



The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

### **PROPERTY OVERVIEW:**

The subject property is currently undeveloped and in agricultural use. The property has varied topography and is mainly pasture, with forested wetlands interspersed throughout. To the east of the property is an existing single-family residential development and to the west is Williamson Boulevard and vacant land with a *Commercial* FLU designation. To the south, the property abuts I-95, and to the north, the property abuts Willow Run Boulevard and vacant land that has FLU designations to allow for commercial and multi-family uses. The currently adopted and proposed future land use (FLU) designations are identified on Exhibit 1. The current zoning classification of the subject property is Planned Unit Development (PUD) and is identified on Exhibit 2. If approved, the subject property will be rezoned to Mixed-Use Center (MXC) District. At this time, there are no development plans for the property.

With future development of the property, the Yorktowne Boulevard extension is planned to be built as an urban collector roadway extending from Hidden Lake Drive to Willow Run Boulevard, along with widening of Willow Run Boulevard from Yorktowne Boulevard to Williamson Boulevard (Figure 3). The completion of Yorktowne Boulevard would provide an alternate route for vehicles to cross I-95 and relieve congestion at the I-95/ Dunlawton intersection. The City currently has the right-of-way for the central segment of Yorktowne Boulevard, along with sufficient right-of-way for improvements to

Willow Run Boulevard. City staff and the subject property owner have recently discussed the dedication of the remaining right-of-way to the City needed to complete the north Yorktowne Boulevard segment.

Figure 3 – General Alignment for Yorktowne Boulevard



### **PROPOSED AMENDMENT**

The proposed FLU amendment is to change the FLU designations for +/- 34.5 acres from *Urban High Density Residential* (8-16 units/acre), *Urban Medium Density Residential* (4-8 units/acre), and *Suburban Residential* (2-4 units/acre) to *Mixed-Use Center*. The *Mixed-Use Center* designation enables the blending of commercial, office, service, and multi-family uses not possible with the distinct separation of residential and non-residential designations. A companion text amendment is proposed in the FLU Element of the Comprehensive Plan to limit the square-footage of non-residential development at 250,000 SF and the maximum number of residential dwelling units at 276. The subject density/intensity limitation will also be included as a map notation on the FLU map.

The intent of the *Mixed-Use Center* designation is to create an area with integrated uses, including those of residential, office, retail, and institutional, near the intersection of significant roads (arterial and collector), and to serve the needs of existing residential neighborhoods. In addition to a mixture of compatible uses, development of this type should provide amenities and walkways to increase pedestrian activity from within the subject property and from existing residential developments, and decrease a reliance on individual vehicles and provide a concentration of services for adjacent neighborhoods and pass-by traffic.

The maximum residential density allowed in this category is 16 dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for non-residential uses allowed in this category is 1.5. The allowable distribution of uses within a mixed-use center is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- Commercial (not including office) 50%-90%;
- Office 10% - 90%;
- Residential 0% - 50%; and
- Institutional 0% - 35%.

**TABLE 1. CURRENT & PROPOSED FUTURE LAND USES – ACREAGE BY CATEGORY**

| FLU DESIGNATION                                 | Current FLU (acres) | Proposed FLU (acres) | Net Change in FLU (acres) |
|-------------------------------------------------|---------------------|----------------------|---------------------------|
| Urban High Density Residential (16 units/acre)  | 6.5                 | 0                    | -6.5                      |
| Urban Medium Density Residential (8 units/acre) | 27.5                | 0                    | -27.5                     |
| Suburban Residential (4 units/acre)             | 0.5                 | 0                    | -0.5                      |
| Mixed-Use Center (16 units/acre & FAR -1.5)     | 0                   | 34.5                 | +34.5                     |
| <b>TOTAL</b>                                    | <b>34.5</b>         | <b>34.5</b>          | <b>0</b>                  |

**TABLE 2. CURRENT & PROPOSED FUTURE LAND USES – DENSITY/INTENSITY BY CATEGORY**

|                                                                                    | Current FLU                                            | Proposed FLU                                           | Proposed FLU *                                                      | Net Change                    |
|------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------------------|-------------------------------|
|                                                                                    | Theoretical Max Dwelling Units & Non-Commercial sq.ft. | Theoretical Max Dwelling Units & Non-Commercial sq.ft. | Policy 5.1.5 Theoretical Max Dwelling Units & Non-Commercial sq.ft. |                               |
| Urban High Density Residential (16 units/acre)                                     | 104                                                    | 0                                                      | 0                                                                   | - 104 DU                      |
| Urban Medium Density Residential (8 units/acre)                                    | 220                                                    | 0                                                      | 0                                                                   | - 220 DU                      |
| Suburban Residential (4 units/acre)                                                | 2                                                      | 0                                                      | 0                                                                   | - 2 DU                        |
| Mixed-Use Center<br>90% Commercial (1.5 FAR**)<br>10% Residential (16 units/acre)  | 0                                                      | 55 DU<br>2,028,800 sq.ft.                              | N/A                                                                 | -271 DU<br>+2,028,807 sq.ft.* |
| Mixed-Use Center*<br>50% Commercial (1.5 FAR**)<br>50% Residential (16 units/acre) | 0                                                      | N/A                                                    | 276 DU*<br>250,000 sq.ft.*                                          | -50 DU<br>250,000 sq.ft.*     |
| <b>TOTAL</b>                                                                       | <b>326 DU<br/>0 sq.ft.</b>                             | <b>55 DU<br/>2,028,807 sq.ft.</b>                      | <b>276 DU*<br/>250,000 sq.ft.*</b>                                  |                               |

\*Maximum non-residential square-footage and residential units allowed by site-specific Future Land Use Element, Policy 5.1.5

\*\* FAR (Floor Area Ratio) is the total covered area on all floors of all buildings on a certain lot divided by the total area of the property.

The amendment reduces the number of dwelling units allowed on the subject property but increases the square-footage for non-residential uses. As previously mentioned, the intent of the amendment is to maintain residential on the subject property and redistribute a portion of the non-residential square-footage to the subject property that will be lost with the development of multi-family in lieu of commercial on the property near the intersection of Williamson Boulevard and North Summer Trees Road.

The proposed amendment is consistent with the Comprehensive Plan neighborhood commercial node designation for the intersection of Williamson Boulevard and Willow Run Boulevard. In locating commercial areas on the Future Land Use Map, the City has maintained the policy of designating commercial nodes at intersections of roadways based on the functional classification of the adjacent roadways and size of the surrounding neighborhoods. The node at the intersection of Williamson Boulevard and Willow Run Boulevard is generally designed to serve the neighborhood areas within  $\pm 1$  mile of the subject property. The allowed FAR in the *Mixed-Use Center* designation is 1.5; however, the theoretical maximum square footage for non-residential uses (commercial, office, and institutional) for the 34.5-acres is limited to 250,000 SF and 276 dwelling units.

### **INFRASTRUCTURE IMPACT ASSESSMENT**

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the currently adopted future land use designations versus the proposed designation. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

**Table 3. Impact Analysis (Theoretical Max.)**

| <b>Development Variable</b>               | <b>Current Land Uses</b> | <b>Proposed Land Use*</b> | <b>Net Change</b> |
|-------------------------------------------|--------------------------|---------------------------|-------------------|
| Residential Units                         | 326                      | 276                       | -50               |
| Non-residential Buildable Sq. Ft.         | 0                        | 250,000                   | +250,000          |
| Population <sup>1</sup>                   | 734                      | 621                       | -113              |
| Peak Hour Trips/Daily Trips <sup>2</sup>  | 143 / 1,775              | 852 / 12,713              | +709 / +9,747     |
| Sanitary Sewer (gallons/day) <sup>3</sup> | 52,160                   | 69,160                    | +17,000           |
| Potable Water (gallons/day) <sup>4</sup>  | 58,680                   | 74,680                    | +16,000           |
| Solid Waste (lbs./person) <sup>5</sup>    | 2,356                    | 4,493                     | +2,137            |
| Stormwater Drainage <sup>6</sup>          | n/a                      | n/a                       | n/a               |
| Recreation/Open Space(acres) <sup>7</sup> | 5.1                      | 4.3                       | -0.8              |

\*Maximum allowed by site-specific Future Land Use Element, Policy 5.1.5 - 250,000 SF and 276 dwelling units.



1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: ITE Trip Generation Manual, 9th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The FLU designations currently in place would allow a theoretical maximum of 326 dwelling units. The proposed FLU designation and density/intensity limitation policy would decrease the theoretical maximum number of dwelling units to 276 and increase the maximum non-residential development up to 250,000 SF. Overall, the amendment results in a net increase in impacts to public infrastructure, except for recreation and open space.

#### Transportation

A Transportation Impact Analysis (TIA) has been prepared and reviewed by staff. An increase in the number of daily trips and P.M. peak hour trips is expected to result from the proposed FLU amendment. Based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition, the proposed *Mixed-Use Center* FLU designation could generate an additional 709 P.M. peak hour trips, and an additional 9,747 daily trips, based on the maximum allowed development by the proposed site-specific Future Land Use Element, Policy 5.1.5.

The analysis shows that there will be deficiencies under the current land use in the long-term (2025) and the land use proposed in the amendment is expected to add traffic to these roadway segments. Although there is an increase in trips, the mixed-use nature of the amendment results in a redistribution of vehicle trips on the network.

As previously mentioned, in conjunction with the FLU amendment, a LDC text amendment is being processed by a separate applicant to allow for property along Williamson Boulevard, south of Town West Boulevard, that is zoned for commercial, to be developed as multi-family instead of commercial. A traffic analysis was conducted to evaluate the expected impact this could have on area roadways. According to the analysis, development of multi-family near the Taylor Road/Williamson Boulevard and N. Summer Trees Road/Williamson Boulevard intersections, and development of a mixed-use development at the Williamson Boulevard/Willow Run Boulevard intersection, is expected to reduce the number of p.m. peak-hour vehicular trips. When comparing the PM peak-hour trip generation for the current and proposed uses of these properties, the *theoretical maximum trip generation potential* along this segment of Williamson Boulevard could decrease by 2,045 PM peak-hour trips (table 4).

**Table 4. PM Peak-Hour Trips - Theoretical Max Net Change**

|                                                                                               | <b>Current Theoretical<br/>Max - PM Peak Hour<br/>trips</b> | <b>Proposed<br/>Theoretical Max - PM<br/>Peak Hour Trips</b> | <b>Net Change<br/>PM Peak<br/>Trips</b> |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------|--------------------------------------------------------------|-----------------------------------------|
| Williamson Blvd./Willow Run Blvd.<br>Intersection Area                                        | 143                                                         | 852 *                                                        | + 709                                   |
| Williamson Blvd./N. Summer Trees Rd.<br>and Williamson Blvd./Taylor Rd.<br>Intersection Areas | 2,929**                                                     | 175***                                                       | -2,754                                  |
| <b>Total</b>                                                                                  | <b>3,072</b>                                                | <b>1,027</b>                                                 | <b>-2,045</b>                           |

\* Maximum allowed by site-specific Future Land Use Element, Policy 5.1.5 - 250,000 SF non-residential and 276 DU.

\*\* Maximum Commercial allowed on 24.8 acres at FAR of 1.0. = 1,083,337 SF

\*\*\* Maximum Dwelling Units allowed on 24.8 acres with a density of 16 units/acre = 397 DU

As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

#### Sanitary Sewer

The City has available sewer capacity to accommodate the proposed amendment. The City's adopted LOS standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU), and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically generate 69,160 gallons per day (gpd) of wastewater. This is a net increase of 17,000 gpd between the current and proposed FLU designations. Based upon these measures, the City has available sewer capacity to accommodate the proposed amendment and future development of the property.

#### Potable Water

The City has available well and Consumptive Use Permit (CUP) capacity to serve the proposed amendment. The City's adopted LOS standard for potable water is 180 gallons per day per ERU, and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically demand of 74,680 gpd of potable water. This is a net increase of 16,000 gpd between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year CUP, issued by the St. Johns River Water Management District (SJRWMD), significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD, and a maximum daily withdrawal of 13.28 MGD in 2018. Actual average daily flow during the 2017 calendar year was 6.01 MGD.

When reviewing Future Land Use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity to accommodate the proposed amendment and future development of the property (Exhibit 3).

### Solid Waste Collection

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, a weight standard of 3.21 pounds per person per day, and 10 lbs. per 1,000 square feet of non-residential development per day. Using these standards, the proposed FLU designations would theoretically generate approximately 4,493 pounds of garbage per day. This is a net increase of 2,356 pounds of solid waste between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

### Stormwater Drainage

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

### Recreation and Open Space

According to the City's 2017 Concurrency Management Report, the City has an excess of 68 acres of parkland, so no additional parkland is needed. The proposed FLU designation would require 4.3 acres of parkland. This is a net decrease of 0.8 acres of parkland between the current and proposed FLU. The proposed FLU amendment does not require additional parkland or recreation facilities because it does not increase residential density.

### Schools

The Volusia County School District reviewed the proposed FLU amendment for potential impacts to school capacity. The School District determined that no additional impact to their schools will result from this amendment. The proposed FLU amendment does not create additional demand because it reduces the residential density.

## **ENVIRONMENTAL CONDITIONS**

An environmental analysis was conducted for the subject property in 2018 by Zev Cohen & Associates. The majority of the site consists of bahia pasture. Two vegetative communities were identified on site including Upland Vegetative and Wetland Vegetative. The majority of the site consists of the Upland Vegetative Communities that is comprised of open pasture dominated by bahia grass (*Paspalum notatum*), scattered live oak (*Quercus virginiana*), and small pockets of saw palmetto (*Serenoa repens*).

There is roughly 3.29 acres of the subject property that is comprised of Wetland Vegetative Communities that include three cypress wetlands. The canopy is dominated by bald cypress (*Taxodium distichum*). Other canopy species include loblolly bay (*Gordonia lasianthus*), swamp gum (*Nyssa sylvatica* var. *biflora*), and cabbage palm (*Sabal palmetto*). The sub-canopy and groundcover vegetation is mostly comprised of wax myrtle (*Myrica cerifera*), Blackberry (*Rubus argutus*), smart weed (*Polygonum* spp.), and Virginia chain fern (*Woodwardia virginica*).

Florida Fish and Wildlife Conservation Commission (FWC) has documented that the closest bald eagle nest is located within 0.5 miles of the subject property. The FWC database indicates no “last known active” date for this nest. This nest was last surveyed in 2017 with its occupational status being reported as undetermined and in unsuitable condition for nesting. No impacts to bald eagles are expected to occur from development of the subject property. The potential is low for protected plant and/or protected wildlife species occurrence on the subject property. The environmental analysis did not reveal the presence of Florida scrub-jays on-site. Gopher tortoise burrows were not observed during reconnaissance surveys conducted. There is a low likelihood that the site contains gopher tortoise burrows. The gopher tortoises and other listed animal and plant species will be reviewed and addressed appropriately by local, State, and Federal agencies during the subdivision and site plan review process.

Surface waters present on-site include a cattle watering pond and ditches. This small cattle watering pond may provide limited habitat for wading birds along the southern edge of the 2-acre cypress head wetland. The cattle watering pond is surrounded by uplands and wetlands. There are also several ditches that run along the southern boundary and throughout southern and western portion of the property. Wetlands will be reviewed and addressed appropriately by local, State, and Federal agencies during the subdivision and site plan review process.

## **REVIEW CRITERIA AND STAFF FINDINGS**

### **1. Consistency with the City’s Comprehensive Plan.**

*Staff finding:* The proposed FLU amendment is generally consistent with the Goals, Objectives, and Policies of the City’s Comprehensive Plan. The proposed FLU designation meets the locational criteria as the subject property is located along an arterial corridor near the intersections of arterial, collector or significant local roads. Adequate capacity exists for potable water, sewer, schools, and solid waste to accommodate the proposed amendment. As for traffic, failing roadway segments were identified and as with all development, the specific site development proposals for the property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate their impacts.

### **2. Compatibility with land use designations for adjacent parcels and neighborhoods.**

*Staff finding:* Compatibility is defined in the comprehensive plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another and stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property abuts three roadways, I-95 to the south, Williamson Boulevard to the west, and Willow Run to the north. To the west is the Willow Run Subdivision, which consists of

single-family homes. As part of the site development, sufficient landscape buffers will be required adjacent to the residential subdivision and rights-of-way.

The development of this intersection node is consistent with the policies in the Comprehensive Plan that require commercial developments at defined nodes, which encourage effective access and internal capture of traffic generated by the development of the property, and discourages long trips between distant commercial and residential uses.

3. Impacts on public facilities/infrastructure/services.

*Staff finding:* All public facilities, except for roadways, have adequate capacity to accommodate the proposed amendment and potential increased impacts on infrastructure. The proposed amendment would allow for new non-residential uses (office, commercial, and institutional) where currently only residential is allowed.

As for traffic, failing roadway segments were identified, and as with all development, at the time of site or subdivision development, the specific site development proposals for the property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate their impacts.

4. Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.

*Staff finding:* The subject property does not lie within the Hurricane Vulnerability Zone. The proposed amendment will not negatively impact the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. Whether the amendment discourages the proliferation of urban sprawl.

*Staff finding:* The proposed amendment will not encourage sprawl. The proposed amendment provides for a mixed-use, inter-connected development that will support housing and non-residential uses to serve the needs of future and existing surrounding residents, rather than separate use residential and commercial areas. The subject property is identified as a commercial node in the Comprehensive Plan.

**STAFF RECOMMENDATION**

Staff recommends approval of the requested amendment to the City's Future Land Use Map and the text amendment FLU Element Policy 5.1.5, and transmittal to the Florida Department of Economic Opportunity, the Volusia Growth Management Commission, and other required agencies for review.

**ATTACHMENTS**

1. Exhibit 1 – Future Land Use Map
2. Exhibit 2 – Current and Proposed Zoning Map
3. Exhibit 3 – SJRWMD Potable Water Availability Worksheet

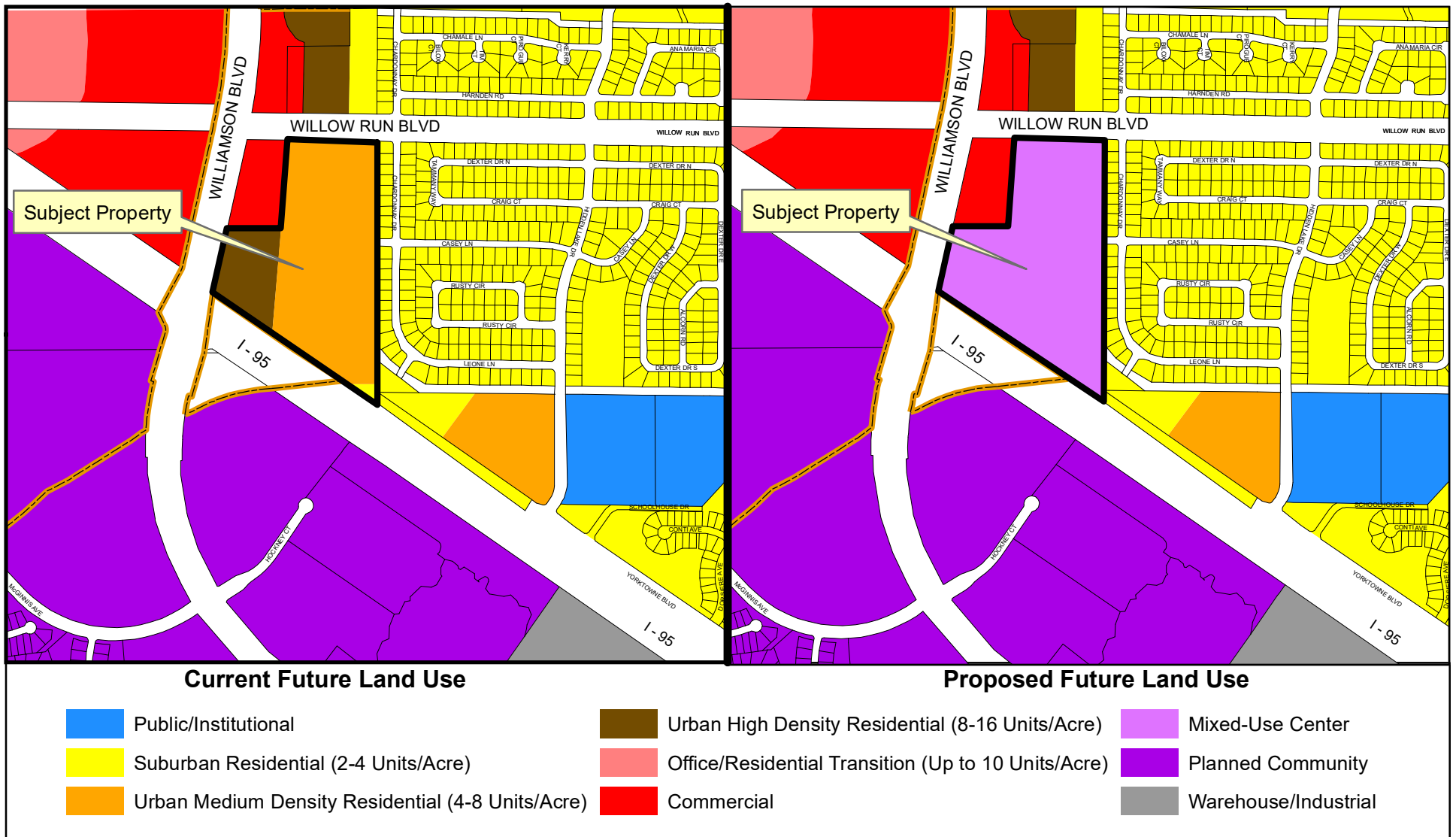


EXHIBIT 1

CASE NO. 18-20000002 and 18-60000001

DEPARTMENT OF COMMUNITY DEVELOPMENT



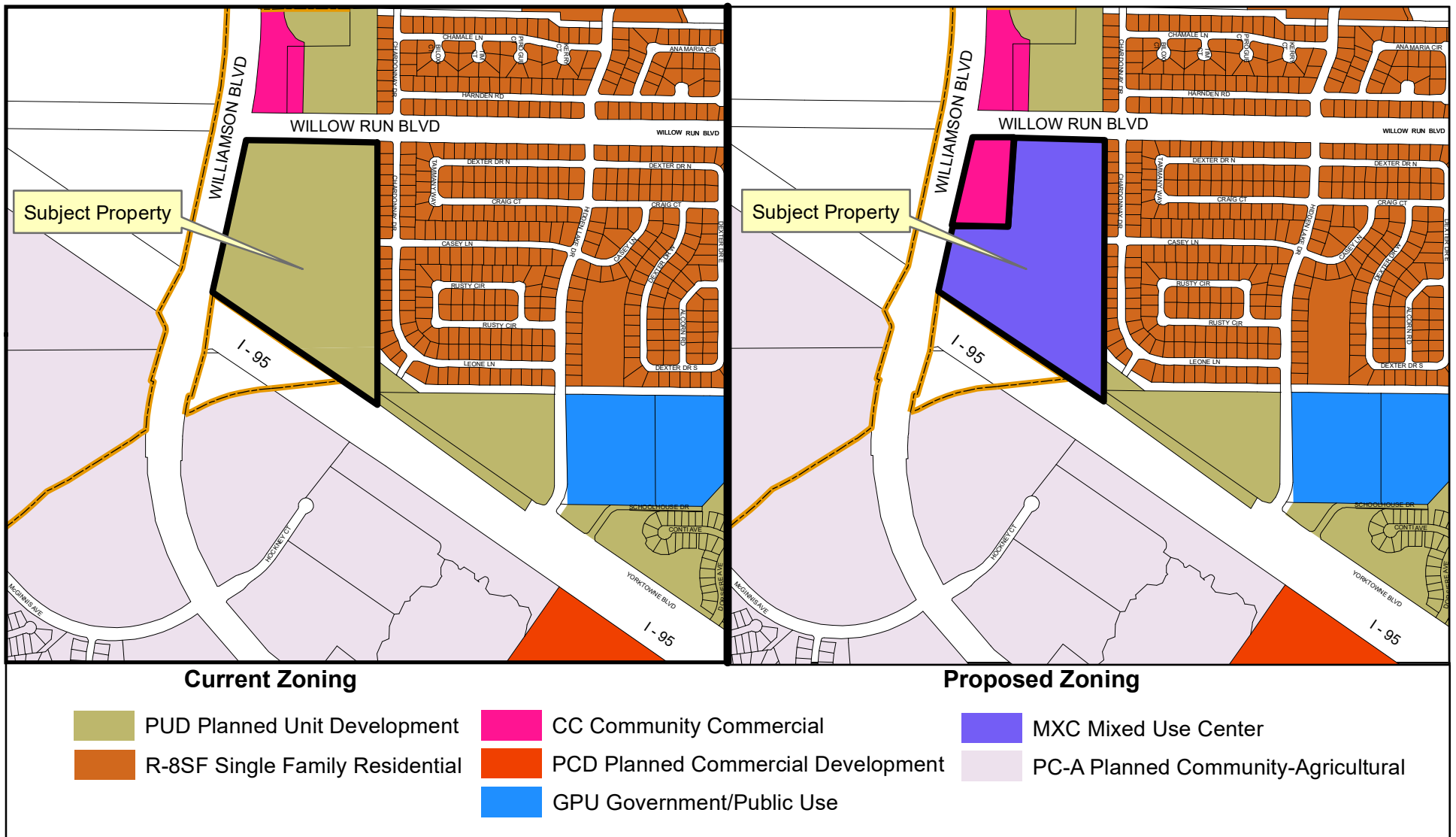


EXHIBIT 2

CASE NO. 18-20000002 and 18-60000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





## St. Johns River Water Management District Potable Water Availability Worksheet

This worksheet is for use by local governments submitting comprehensive plan amendments to determine the availability of potable water resources to serve proposed development. Instructions and St. Johns River Water Management District (SJRWMD) staff contact information are attached.

### 1. General Information

Date: March 8, 2018 Case No. 18-20000002

Contact name: Penelelope Cruz/ Kenny Ho, P.E. Phone: 386-506-5671 E-mail: pcruz@port-orange.org

Local government: City of Port Orange

Potable water supplier: City of Port Orange

### 2. Infrastructure Information

Water treatment plant permit number: 3641044 Permitting agency: FDEP

Permitted capacity of the water treatment plant(s): 15 million gallons a day (mgd)

Total design capacity of the water treatment plant(s): 15 mgd

Are distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate how and when the lines will be provided: \_\_\_\_\_

Are reuse distribution lines available to serve the property? Yes ☒ No ☐

If not, indicate if, how and when the lines will be provided: \_\_\_\_\_

### 3. SJRWMD Consumptive Use Permit (CUP) Information

CUP number: 8595 Expiration date: 6/1/22

Total CUP duration (years): 20

CUP allocation in last year of permit: 8.97 MGD (annual average)

Current status of CUP: In compliance ☒ Not in compliance ☐

Allocations to other local governments: Ponce Inlet as a whole sale customer; Daytona Beach Shores & Volusia County are partially served as retail customers; No specific water usage amount has been recorded or agreed for these local governments

Reserved capacity: 0.12 MGD (Based on a estimated 666 ELUs that are permitted but unbuilt at 180 GPD/ELU.) Total committed capacity built and unbuilt is 7.24 MGD - based on 40,239 ELUs at 180 GPD/ELU.

### 4. Consumptive Use Analysis

Designate mgd ☒ or mgy ☐

A. Current year CUP allocation: 8.74

B. Consumption in the previous calendar year: 6.01

C. Reserved capacity ☐ or growth projection ☒ (check the one used): 0.18

D. Projected consumption by proposed comprehensive plan amendment areas 0.02

E. Amount available for all other future uses (A - B - C - D = E): 2.53



If the amount in E is zero or a negative number, explain how potable water will be made available for future uses: Please note for "C" - the growth projection is based a historical growth rate of 0.15 MGD - 0.18 MGD calculated from monthly operating reports data (MORs, DEP form 17.1.122 (40)) of the City's Garnsey Water Plant.

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This worksheet is available electronically at [http://www.sjrwmd.com/programs/outreach/local\\_gov/](http://www.sjrwmd.com/programs/outreach/local_gov/)



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (G21) First Reading - Ordinance No. 2018-8 – Administrative Rezoning/Williamson Boulevard-Willow Run Boulevard Site, Case No. 18-60000001

**DEPARTMENT:** Community Development

**GOAL:** 3 - Quality of Life

---

## **RECOMMENDED MOTION:**

Move to approve Ordinance No. 2018-8, to rezone  $\pm$  34.5 acres from Planned Unit Development (PUD) to Mixed-Use Center (MXC) and  $\pm$  5 acres from Planned Unit Development (PUD) to Community Commercial (CC).

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## **SUMMARY:**

Planning Commission Action (3/22/18): Recommended Approval

The proposed rezoning to Mixed-Use Center (MXC) and Community Commercial (CC) is a shift from the negotiated PUD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations. The subject property is currently vacant and is bordered by existing residential developments along its eastern edge and Williamson Boulevard to the west. To the north, the property abuts Willow Run Boulevard, and abuts I-95 to the south.

The subject property was originally zoned Agriculture. In 2007, the City Council approved the original Master Development Agreement (MDA) for the PUD that provided for the development of 476 multi-family units, a commercial tract, and associated infrastructure improvements. The subject property was never developed and the MDA and CDP expired. The property has remained undeveloped and until a MDA and CDP are approved, executed, and recorded, the property has no permitted uses or building and lot dimensional requirements in effect.

All future development plans (site plan or subdivision) submitted on the subject property will require a detailed technical review by the Development Review Committee (DRC) to determine all requirements in the LDC are met. As with all development, the specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring adequate transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                           |                                           |
|----|---------------------------|-------------------------------------------|
| 1. | Ord. No. 2018-8           | Ord. No. 2018-8 .pdf                      |
| 2. | Ord. No. 2018-8 Exhibit 1 | Exhibit 1.pdf                             |
| 3. | Ord. No. 2018-8 Exhibit 2 | Exhibit 2.pdf                             |
| 4. | Staff Report              | NLA Rezoning Staff Report (002) (002).pdf |

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Melanie Schmotzer

Tim Burman

Shannon Balmer

Jake Johansson

Robin Fenwick

Created/Initiated - 03/29/2018

Approved - 03/29/2018

Approved - 04/04/2018

Approved - 04/04/2018

Final Approval - 04/04/2018

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ORDINANCE NO. 2018-8

AN ORDINANCE OF THE CITY OF PORT ORANGE,  
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY  
CONSISTING OF APPROXIMATELY  $\pm 34.5$  ACRES FROM  
PLANNED UNIT DEVELOPMENT (PUD) TO MIXED-USE  
CENTER (MXC) AND  $\pm 5$  ACRES FROM PLANNED UNIT  
DEVELOPMENT (PUD) TO COMMUNITY COMMERCIAL  
(CC) LOCATED AT THE SOUTH SIDE OF WILLOW RUN  
BOULEVARD, EAST OF WILLIAMSON BOULEVARD;  
AUTHORIZING REVISION OF THE OFFICIAL ZONING  
ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of  $\pm 34.5$  acres located on  
Williamson Boulevard-Willow Run Boulevard Site from Planned Unit  
Development (PUD) to Mixed-Use Center (MXC) and  $\pm 5$  acres from Planned Unit  
Development (PUD) to Community Commercial (CC); and

WHEREAS, a public hearing was held following public notice as  
prescribed by ordinance; and

WHEREAS, the Planning Commission recommended approval of the  
proposed rezoning;

WHEREAS, the City Council has approved by majority vote of the  
members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL  
OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby  
rezone the following described property from Planned Unit Development (PUD) to  
Mixed-Use Center (MXC) and Community Commercial (CC).

Section 2. The property rezoned consists of approximately ±39.5 acres located on Williamson Boulevard-Willow Run Boulevard Site, more particularly described in **Exhibit “1”**, attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classifications for the area as hereby rezoned as shown on **Exhibit “2”** attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

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

Passed on first reading on the \_\_\_\_ day of \_\_\_\_\_, 2018

Passed and adopted on second and final reading on the \_\_\_\_ day of \_\_\_\_\_,  
2018

Reviewed and Approved: \_\_\_\_\_  
Shannon K. Balmer, Assistant City Attorney

## Exhibit "1"

### LEGAL DESCRIPTION: MIXED USE

A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S00°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A AND THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET; THENCE S00°51'33"E ALONG THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-B AND THE EAST LINE OF SAID SECTION 12 AND SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE S87°57'18"E, A DISTANCE OF 395.47 FEET; THENCE N03°29'21"E A DISTANCE OF 596.74 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD, BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998, AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA ;THENCE S87°57'18"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD A DISTANCE OF 664.79 FEET TO THE POINT OF BEGINNING. CONTAINING 34.506 ACRES, MORE OR LESS.

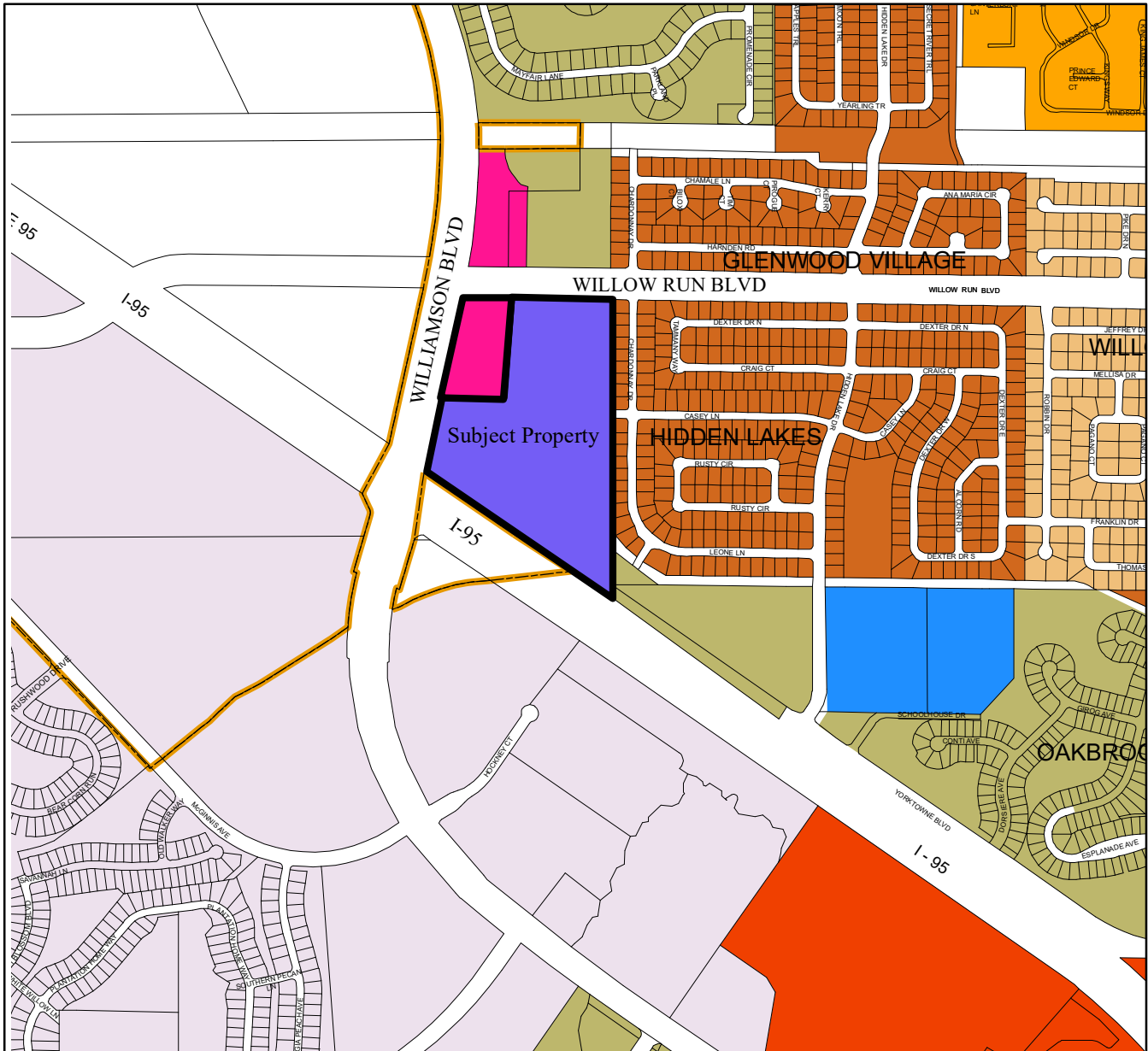
### LEGAL DESCRIPTION: COMMUNITY COMMERCIAL

A PORTION OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE IV-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S00°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A AND THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET; THENCE S00°51'33"E ALONG THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-B AND THE EAST LINE OF SAID SECTION 12 AND THE EAST LINE OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95 (STATE ROAD 9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION, RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY

RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET TO THE POINT OF BEGINNING; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD, BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998, AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD A DISTANCE OF 315.05 FEET; THENCE S03°29'21"W, A DISTANCE OF 596.74 FEET; THENCE N87°57'18"W, A DISTANCE OF 395.47 FEET TO THE POINT OF BEGINNING. CONTAINING 5.004 ACRES, MORE OR LESS.

# Exhibit "2"



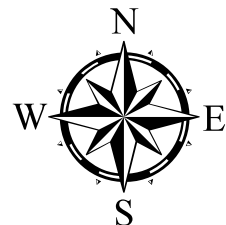
- |                                                                                                                      |                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
|  MUC Mixed-Use Center             |  PC-A Planned Community-Agricultural |
|  GPU Government/Public Use        |  PUD Planned Unit Development        |
|  R-10SF Single Family Residential |  PCD Planned Commercial Development  |
|  R-8SF Single Family Residential  |  CC Community Commercial             |
|  RMH Residential Mobile Home      |                                                                                                                         |



## Zoning

# CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT







## STAFF REPORT

Administrative Rezoning/Williamson Boulevard-Willow Run  
Boulevard Site  
CASE NO. 18-60000001

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|                              |                                                                                                                                                                          |
|------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>REQUEST:</b>              | Rezone $\pm$ 34.5 acres from Planned Unit Development (PUD) to Mixed-Use Center (MXC) and $\pm$ 5 acres from Planned Unit Development (PUD) to Community Commercial (CC) |
| <b>APPLICANT:</b>            | City of Port Orange                                                                                                                                                      |
| <b>LOCATION:</b>             | South side of Willow Run Boulevard, east of Williamson Boulevard (Figure. 1 Location Map)                                                                                |
| <b>STAFF RECOMMENDATION:</b> | Approval                                                                                                                                                                 |
| <b>STAFF CONTACT:</b>        | Tim Burman, Community Development Director (386) 506-5675                                                                                                                |
| <b>PLANNING COMMISSION:</b>  | Approval (March 22, 2018)                                                                                                                                                |
| <b>CITY COUNCIL DATE:</b>    | April 17, 2018                                                                                                                                                           |

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### DISCUSSION:

The subject property is currently zoned Planned Unit Development (PUD). The proposed rezoning to Mixed-Use Center (MXC) and Community Commercial (CC) is a shift from the negotiated PUD zoning district to a conventional commercial zoning district that uses the Land Development Code (LDC) to provide specific development regulations. The subject property is currently vacant and is bordered by existing residential development along its eastern edge and Williamson Boulevard to the west. To the north, the property abuts Willow Run Boulevard, and abuts I-95 to the south (Figure. 1 Location Map)

Figure. 1 Location Map



The subject property was originally zoned Agriculture. In 2007, the City Council approved the original Master Development Agreement (MDA) for the PUD that provided for the development of 476 multi-family units, a commercial tract, and associated infrastructure improvements. The subject property was never developed and the MDA and CDP expired. The property has remained undeveloped and until a MDA and CDP are approved, executed, and recorded, the property has no permitted uses or building and lot dimensional requirements in effect.

It is difficult to predict future redevelopment options on the subject property, and if the property remains PUD, a new MDA and CDP will need to be established, and it is possible that ongoing amendments to the MDA could be necessary. The list of permitted uses in the MXC and CC zoning districts and the development requirements in the LDC is a more efficient process to develop the site as a commercial node:

- The purpose and intent of the MXC zoning category is to serve as an alternative to the single-use, community-level commercial node in certain settings. A mixed-use center contains a variety of land uses, which may include commercial, office, service, residential, and institutional development, and is focused around a point of high activity, such as an intersection of collectors or higher-classified roads. It is intended to provide a concentration of uses for adjacent neighborhoods and pass-by traffic. The allowable distribution of uses within a mixed-use center is within the following ranges, with the cumulative mixture of percentages equaling 100%:
  - commercial (not including office) 50%-90%;
  - office 10% - 90%;
  - residential 0% - 50%; and
  - institutional 0% - 35%.

There is a Future Land Use Comprehensive Plan Amendment being processed concurrently with this rezoning that includes a policy to limit the maximum square-footage of non-residential development at 250,000 SF, and the maximum number of residential dwelling units to 276 on the +/- 34.5 acres.

- The purpose and intent of the CC zoning category is to provide for community scale businesses that customarily require freestanding buildings on individual sites.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

Access to the property is available off Willow Run Boulevard and Williamson Boulevard. Water and sewer is available and serves the property. All future development plans (site plan or subdivision) submitted will require a detailed technical review by the Development Review Committee (DRC) to determine all requirements in the LDC are met. As with all development, the specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring adequate transportation facilities to be provided or for the developer to enter into mitigate agreement for their impacts.

With future development of the property, the Yorktowne Boulevard extension is planned to be built as an urban collector roadway extending from Hidden Lake Drive to Willow Run Boulevard, along with widening of Willow Run Boulevard from Yorktowne Boulevard to Williamson Boulevard (Figure 2). The completion of Yorktowne Boulevard would provide an alternate route for vehicles to cross I-

95 and relieve congestion at the I-95/ Dunlawton intersection. The City currently has the right-of-way for the central segment of Yorktowne Boulevard, along with sufficient right-of-way for improvements to Willow Run Boulevard. City staff and the subject property owner have discussed the dedication of right-of-way to complete the needed right-of-way for Yorktowne Boulevard extension.

**Figure 3 – General Alignment for Yorktowne Boulevard**



Compatibility with Surrounding Uses and Zoning

The proposed MXC and CC zoning districts are appropriate for their location near the intersection of Williamson Boulevard and Willow Run Boulevard and surrounding properties. Table 1 summarizes the land use and zoning of the adjacent properties and the Future Land Use and Zoning maps are attached (Exhibit 1 and Exhibit 2).

**Table 1. Surrounding Land Use & Zoning**

| Direction | Land Use             | Zoning District                                                    |
|-----------|----------------------|--------------------------------------------------------------------|
| North     | Vacant               | Planned Unit Development (PUD) and Community Commercial            |
| South     | I-95                 | n/a                                                                |
| East      | Single-family        | R-8SF Single Family Residential and Planned Unit Development (PUD) |
| West      | Williamson Boulevard | n/a                                                                |

Consistency with Comprehensive Plan

An application for ± 34.5 is being processed to change the Future Land Use (FLU) designation from *Urban High Density Residential* (8-16 units/acre), *Urban Medium Density Residential* (4-8 units/acre), and *Suburban Residential* (2-4 units/acre) to *Mixed-Use Center*. The proposed rezoning to MXC is consistent with the type of land use and density and intensity allowed by the MXC FLU designation proposed for the property. The proposed amendment reduces the maximum number of residential units, increases the maximum non-residential square-footage allowed to be developed on the property, and includes a companion text amendment to limit the

square-footage of non-residential development at 250,000 SF and the maximum number of residential dwelling units to 276.

The  $\pm$  5 acres at the northwest corner of the site has a FLU designation of *Commercial* on the City's Future Land Use Map. The proposed rezoning to CC is consistent with the type of land use and density and intensity allowed by the *Commercial* FLU designation.

The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Commercial Node located around the intersection of Williamson Boulevard and Willow Run Boulevard. This node is intended to support the City with a mix of general and specialized retail uses for the surrounding area within a +1-mile radius.

**Recommendation:**

Staff recommends approval of the request to rezone  $\pm$ 34.5 acres from Planned Unit Development (PUD) to Mixed Use Center (MXC), and  $\pm$  5 acres from Planned Unit Development (PUD) to Community Commercial (CC) located on the south side of Willow Run Boulevard, east of Williamson Boulevard.

**ATTACHMENTS:**

1. Exhibit 1 – Future Land Use Map
2. Exhibit 2 – Current and Proposed Zoning Map

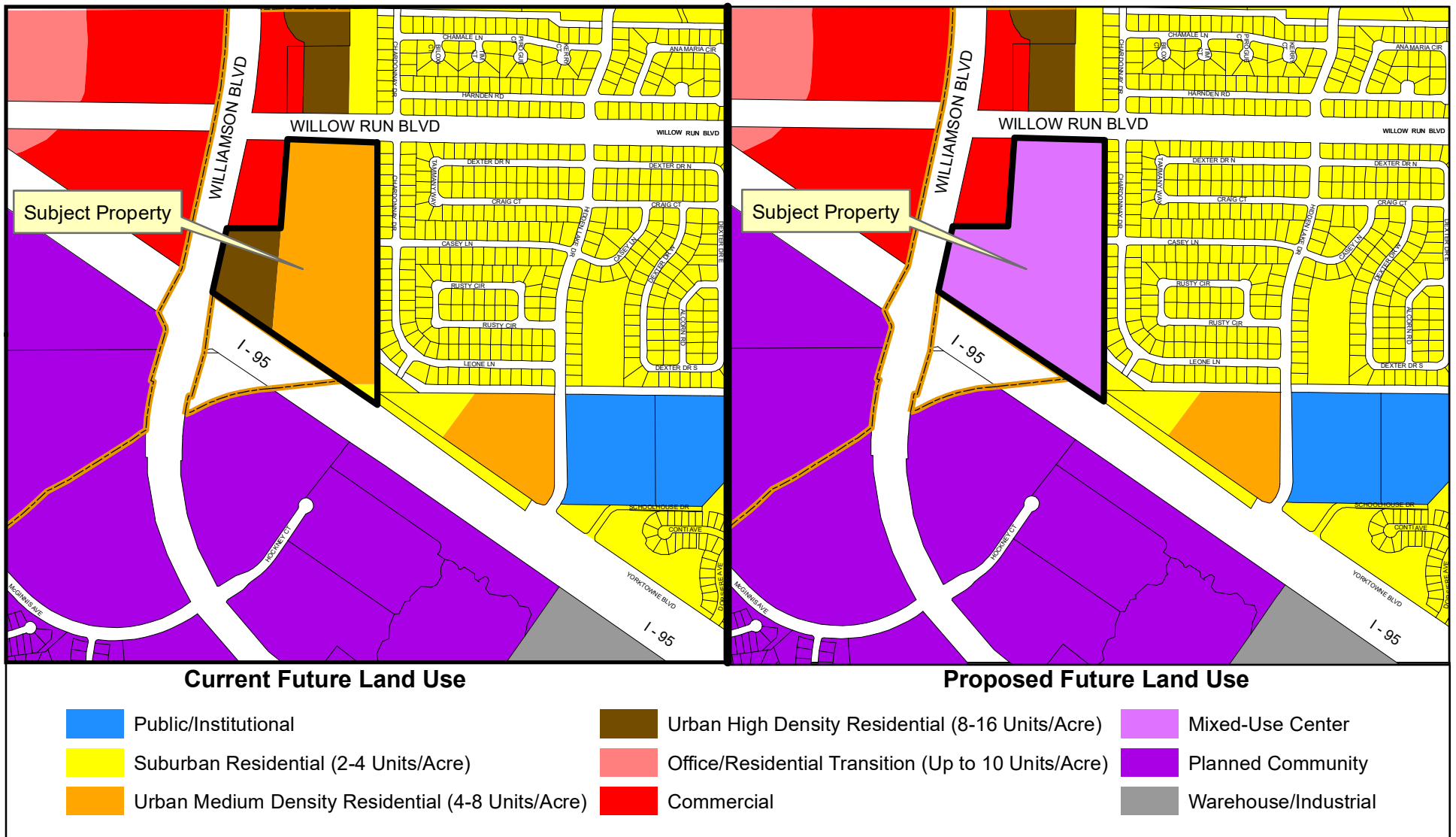


EXHIBIT 1

CASE NO. 18-20000002 and 18-60000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





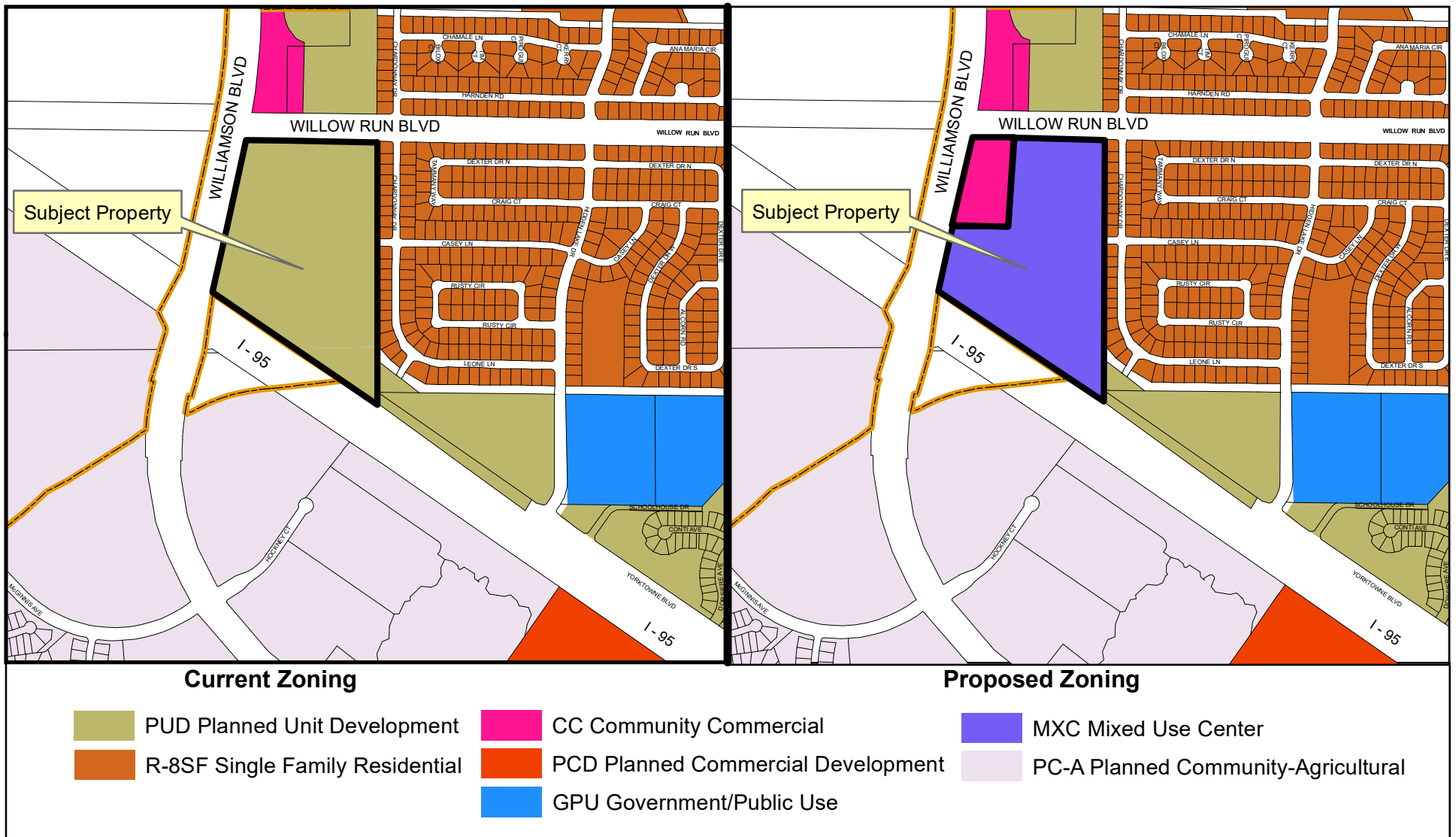


EXHIBIT 2

CASE NO. 18-20000002 and 18-60000001

DEPARTMENT OF COMMUNITY DEVELOPMENT





# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (H22) First Reading - Ordinance No. 2018-9 - Local Communications Services Tax

**DEPARTMENT:** Finance

**GOAL:**

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**RECOMMENDED MOTION:** Move to approve Ordinance No. 2018-9.

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**SUMMARY:** While researching the Code for adoption of the new "Telecommunications in R/W Ordinance", an amendment to the code is being recommended regarding Communications Services Taxes.

In 2001, City Council adopted Ordinance Nos. 2001-39 and 2001-40, in accordance with Section 337.401(3)(c)1., Florida Statutes, electing to not require and collect permit fees from any provider of communications, and instead, electing to increase its total rate for the local communications services tax as computed under Section 202.20, Florida Statutes, as amended, by any amount of 0.12% effective October 1, 2001.

Therefore, the amendment to the Code of Ordinances reflects the action taken by Council in 2001 and the current practice of the City as it relates to local communications services taxes.

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                      |                                |
|----|----------------------|--------------------------------|
| 1. | Ordinance No. 2018-9 | Draft Ordinance No. 2018-9.pdf |
|----|----------------------|--------------------------------|

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Matthew Jones  
Tracey Riehm  
Margaret Roberts  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/26/2018  
Approved - 03/27/2018  
Approved - 04/04/2018  
Approved - 04/05/2018  
Final Approval - 04/05/2018

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ORDINANCE NO. 2018-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 66 RELATING TO TAXATION BY REPEALING AND REPLACING SECTION 66-2 RELATING TO PUBLIC SERVICE TAX ON TELECOMMUNICATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that the Communications Services Tax Simplification Law ("CSTSL") was adopted to provide a fair, efficient, and uniform method for taxing communications services sold in this state; and

WHEREAS, the City Council recognizes that the CSTSL restructures state and local taxes and fees to account for the impact of federal legislation, industry deregulation, and the multitude of providers offering functionally equivalent communications services in today's marketplace; and

WHEREAS, the City Council is authorized by the CSTSL (Section 202.19, Florida Statutes) to levy a discretionary communications services tax by ordinance; and

WHEREAS, the City Council, by its adoption of Ordinance No. 2001-39 and in accordance with Section 337.401(3)(c)1., elected to not require and collect permit from any provider of communications, and instead, elected to increase its total rate for the local communications services tax as computed under Section 202.20, Florida Statutes, as amended, by any amount of 0.12% effective October 1, 2001; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.



NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

**SECTION 1.** The City Council of the City of Port Orange, Florida hereby repeals and replaces Section 66-2 of the Code of Ordinances to read as follows:

**Sec. 66-2. Communications services tax.**

- (a) Authority. The tax levied by this section for communications services tax shall be as provided by F.S. § 202.19.
- (b) Amount of tax. There is hereby levied and imposed by the city a local communications services tax at the rate of 5.22 percent, or the maximum rate permissible by law for municipalities that have elected not to levy permit fees pursuant to Section 337.401(3)(c)1.b., whichever is greater.
- (c) Administration. The local communications services tax imposed by this section shall be administered, levied and collected in accordance with F.S. Chapter 202 ("Communications Services Tax Simplification Law").

**Sec. 66-2. Public service tax on telecommunications.**

- (a) ~~Authority.~~ The tax levied by this section on the sale of telecommunications services shall be as provided by F.S. § 166.231(9)(a)2.
- (b) ~~Definitions.~~ For purposes of this section:
- (1) ~~Purchase~~ means every act or transaction whereby possession of, utilization of or control over taxable telecommunications services becomes vested in the purchaser within the city for which payment is made pursuant to a duty and obligation therefor; but such term shall not pertain to or include any such act or transaction when undertaken or performed by an agency or instrumentality of the United States government, the state, the county, a municipality, or a recognized church in this state if used exclusively for church purposes; nor shall such term apply to purchases of local telephone service or other telecommunications service for use in the conduct of a telecommunications service for hire or otherwise for resale.
- (2) ~~Purchaser~~ means every person legally liable for the payment for taxable telecommunications services rendered to him by a seller, unless such person is an agency or instrumentality of the United States government, the state, the county, a municipality, a recognized church in this state

~~using taxable telecommunications services exclusively for church purposes, or a purchaser of local telephone service or other telecommunications service for use in the conduct of a telecommunications service for hire or otherwise for resale.~~

- ~~(3) Seller means every person rendering taxable telecommunications services to any purchaser thereof.~~
- ~~(4) Taxable telecommunications services means purchases within the city of telecommunications services which originate and terminate in this state, excluding public telephone charges collected on-site, access charges, any customer access line charges paid to a local telephone company, and intrastate toll charges billed to a telephone number other than the originating or terminating telephone number located within the city; provided that purchases within the city of telecommunications services as defined in F.S. § 203.012(5)(b) shall be taxed only on the monthly recurring customer service charges excluding variable usage charges.~~
- ~~(5) Purchase within city. A purchase is within the city if the communication originates or terminates within the city and is billed to a purchaser, telephone or telephone number, or telecommunications number or device within the city.~~
- ~~(c) Amount of tax. There is hereby levied and imposed by the city, upon every purchase in the city of taxable telecommunications services and competitive services, a public service tax, which shall be determined as follows:~~
  - ~~(1) The tax shall be levied only upon purchases within the city in the amount of seven percent of the payments received by the seller of the taxable telecommunications services from the purchaser for the purchase of such service within the city. Services competitive with those enumerated in this subsection shall be taxed on a comparable base at the same rates.~~
  - ~~(2) When the seller in accordance with its rules and regulations renders a bill to the purchaser to cover purchases made during the period of time to which the bill is applicable, the amount of public service tax shall be exclusive of governmental charges and taxes, shown on any such purchases, for the total amount.~~
  - ~~(3) The seller is required and it shall be his duty to render to each purchaser bills covering all such purchases made, and the amount of such public utility tax shall be entered and shown by the seller as a separate item on each such bill and shall become due and payable to the city whenever such bill becomes due and payable under the rules and regulations of the seller, provided and to the extent that such bills are subsequently paid.~~
  - ~~(4) The purchaser is required and it shall be his duty to pay such public utility tax to the seller, as agent for the city, at the time of the payment of each such bill. The seller is hereby authorized and required and it shall be his duty to collect such public utility tax from such purchaser at the time of the payment of each such bill and to remit the tax to the finance department in accordance with the provisions stated in this section.~~
- ~~(d) Exemptions. Purchases of the taxable telecommunications services by the United States government, the state, the county, a municipality, or any~~

~~recognized church in this state if used exclusively for church purposes, and purchases of local telephone service or other telecommunications service for use in the conduct of a telecommunications service for hire or otherwise for resale, are exempt from taxation under this section.~~

- ~~(e) *Seller compensation.* For the purpose of compensating the seller, the seller shall be allowed one percent of the amount of the tax collected and due to the city in the form of a deduction from the amount collected for remittance. The deduction is allowed as compensation for keeping of records and collection of the tax and remitting the tax.~~
- ~~(f) *Remittance of tax to city by seller.* Every seller is hereby required to execute and file, not later than the 20th day of each month, at the office of the finance department, a statement setting forth the amount of such public utility tax to which the city became entitled under the provisions of this section on account of bills paid by purchasers during the preceding fiscal month, and, contemporaneously with the filing of such statements, shall pay the amount of such public utility tax to the finance department.~~
- ~~(g) *Records to be kept by seller.* Every seller is hereby required to establish and maintain appropriate accounts and records of the tax imposed in this section as prescribed and required by the Federal Communications Commission and the state public service commission, and such accounts and records shall be open to inspection by the finance director or his duly authorized agent at all reasonable times where maintained by the company.~~
- ~~(h) *Disposition of revenue.* All revenues received, collected and derived from the taxes levied by this section shall be deposited by the finance director in the appropriate city account, and the city council is hereby authorized and empowered to pledge any part or all of the revenues received, collected and derived from the public service tax for the payment of all or any part of any issue of revenue certificates, bonds or other obligations of the city that may be authorized and issued by it, and any part of the fund not so pledged may be expended for any municipal purpose.~~
- ~~(i) *Penalty.* Any purchaser willfully failing or refusing to pay the tax imposed by this section, and any seller violating the provisions of this section, or any officer, agent or employee of any seller violating the provisions of this section, shall be guilty of a misdemeanor and shall upon conviction be punished as provided in section 1-8. Each violation shall be deemed a separate offense and shall be punishable accordingly.~~

**SECTION 2.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 3.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or

application, and to this end the provisions of this ordinance are declared severable.

**SECTION 4.** This ordinance shall become effective immediately upon final passage by the City Council.

\_\_\_\_\_  
MAYOR DONALD O. BURNETTE

ATTEST:

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

Passed on first reading on the     day of \_\_\_\_\_, 2018

Passed and adopted on second and final reading on the     day of \_\_\_\_\_, 2018

Reviewed and approved: \_\_\_\_\_  
Matthew J. Jones, Deputy City Attorney



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 04/17/2018

Consent item: No

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**SUBJECT:** (H23) Contract Discussions for Charter Officers

**DEPARTMENT:** City Manager

**GOAL:**

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**RECOMMENDED MOTION:**

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**SUMMARY:**

Project No.:    Funding Account No.:

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**ATTACHMENTS:**

|    |                                               |                                                   |
|----|-----------------------------------------------|---------------------------------------------------|
| 1. | Johansson Employment Agreement with Amendment | Johansson Employment Agreement with Amendment.pdf |
| 2. | Margaret Roberts Agreements Combined          | Margaret Roberts Agreements Combined.pdf          |

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Robin Fenwick  
Jake Johansson  
Robin Fenwick

Created/Initiated - 03/30/2018  
Approved - 04/02/2018  
Final Approval - 04/02/2018

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## **EMPLOYMENT AGREEMENT**

This Employment Agreement (hereinafter the "Agreement") is made and entered into this 14<sup>th</sup> day of July, 2015, by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation (hereinafter the "Employer" or the "City"), and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and agree as follows:

### **Section 1: Term**

This agreement shall remain in full force in effect for the employment commencing on August 15, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

### **Section 2: Duties and Authority**

Employer agrees to employ Michael H. Johansson as the City Manager to perform the functions and duties specified for the City Manager in the Charter of the City and its Code of Ordinances; and to perform other legally permissible and proper duties and functions as directed by the City Council.

### **Section 3: Compensation**

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$ 2,692.31).

### **Section 4: General Business Expenses and Professional Development**

A. Employer agrees to budget and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the state league of municipalities and such other travel as approved by the City Council.

B. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses and mileage expenses for business related travel over 30 miles at the State of Florida rate. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, or statements.

C. Employee may join the membership and attend annual and other conferences held by the following organizations: Florida League of Cities, Florida City County Managers Association and the International City Managers Association. The Employer shall provide the expenses for membership, conference registration and travel expenses as established in the annual budget.

D. Employee may subscribe to professional publications, including but not limited to "Government Executive". All subscriptions costs shall not exceed \$500.00 annually.

### **Section 5: Residency Requirements, Relocation Expenses, Interim Housing Supplement**

A. The Employee shall establish a permanent residence within the corporate boundaries of the City of Port Orange on or before February 15, 2016. Thereafter the

Employee shall maintain a permanent residence within the corporate boundaries of the City of Port Orange during the term of this Agreement.

B. Employer shall pay a relocation allowance in the amount of \$11,000.00 to be used for expenses related to moving and re-establishing the Employee and his family from Norfolk, Virginia to the permanent residence within the City of Port Orange. Said relocation allowance has been determined based upon a written quote for moving expenses.

C. Employer shall pay Employee an interim housing supplement not to exceed \$9,000.00 to be allocated for up to six (6) months, unless expended earlier. The maximum monthly payment shall not exceed \$2,000.00. Employee shall provide Employer evidence of each monthly housing expenditure prior to the Employer's reimbursement.

#### **Section 6: Vehicle Allowance**

The Employer shall pay to Employee a vehicle allowance, during the term of this Agreement and in addition to other salary and benefits, in the monthly sum of Five Hundred and 00/100 Dollars (\$500.00) to be used toward the purchase, lease, or ownership of, and to operate and maintain a vehicle, including the cost of fuel. Employer shall review and consider adjustments to the vehicle allowance every 3 years upon the request of the Employee.

#### **Section 7: Technology**

The Employer shall provide Employee with a lap top computer or tablet, software, and cell phone required for the Employee to perform the job and to maintain mobile communication.

#### **Section 8: Holidays, Vacations and Sick Leave Accruals**

The City shall be closed seven days annually as prescribed in the adopted Civil Service Rules and Procedures, except for emergency. Upon execution of this Agreement by all parties, the Employee shall accrue thirty (30) leave days to be used for vacation. On each anniversary thereafter, Employee shall accrue fifteen (15) days to be used for vacation. Employee shall accrue sick leave each pay period at the same rate established for and applicable to civil service employees. The Employee accruals shall not be capped and the accruals shall be paid to Employee upon termination for each accrued hour in an amount equal to the Employee's hourly rate of pay at the time of termination.

#### **Section 9: Deferred Compensation**

Upon establishment of the Money Purchase Plan and Trust, the Employer shall contribute an amount equal to 10% of the Employee's weekly compensation as provided in Section 3 to the International City Managers Association – Retirement Corporation, and Employee plans to contribute at least an amount equal to 5% percent of the weekly compensation. Employee shall be eligible to participate in the Employer match for the Employee's voluntary contributions to the 457 plan as set forth in Section 54-48(c) of the City of Port Orange Code of Ordinances as attached hereto as Exhibit A and incorporated herein by reference.

## **Section 10: Other Benefits and Declined Benefits**

- A. Employee shall be eligible for a single membership at the Port Orange YMCA at the Employer's expense, subject to taxation. Employer agrees to cooperate with Employee and the YMCA for enrolling family members at Employee's expense.
- B. Employee declines enrollment and shall not be insured for the following: health/medical, dental, life, accidental death and dismemberment insurance coverage.

## **Section 11: Termination**

**For the purpose of this agreement, termination shall occur when:**

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens or legislature acts to amend any provisions of the charter, code of ordinances or other enabling legislation pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the governing body offers to accept the resignation of the Employee, and the Employee resigns, then the Employee may declare a termination as of the date of the resignation.
- D. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20. Either party may declare a termination after the other party has failed to cure within the prescribed period.

## **Section 12: Severance**

Severance shall be paid to the Employee in the amount equal to twenty (20) weeks of salary and benefits when employment is terminated as defined in Section 11, subject to the requirements of Section 215.425(4)(a), Florida Statutes (2015), attached hereto as Exhibit B and incorporated herein by reference.

## **Section 13: Resignation**

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice. The City, in its sole discretion, may shorten the minimum notice set forth in this paragraph, and shall continue the weekly compensation to the date set by Employer. Employee shall not receive severance in the event Employee voluntarily resigns.

## **Section 14: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business of the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

## **Section 15: Performance Evaluation**

Upon request, the Employer may review the performance of the Employee. Employer shall review performance on or about February 15, 2017 and at least annually



thereafter. The performance evaluation process, form, criteria and format shall be mutually agreed upon by the Employer and Employee.

#### **Section 16: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment. On or after February 15, 2017, the Employee may request the City Council to consider authorizing the Employee to engage in specified outside consulting or teaching opportunities that provide indirect benefits to the Employer and the community, with the understanding that such specified outside consulting or teaching opportunities shall be approved in advance by action of the City Council and shall not constitute interference with nor a conflict of interest with the duties as City Manager.

#### **Section 17: Indemnification**

Subject to the provisions of insurance defense coverage, and consistent with federal, state and local law, the City shall defend, save harmless and indemnify Employee acting within the scope of his employment, against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of authorized duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request Employer to provide independent legal representation at Employer's expense. Employer may not unreasonably withhold approval if the Employee has acted within the scope of employment. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee acting within the scope of his employment, against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available. Employee recognizes that Employer shall have right to compromise or settle any suit in which the City of Port Orange is a named party without the Employee's consent. In the event the Employee is a party to the suit individually and the Employee has acted outside the scope of his employment, then the City shall not be bound by this indemnification, and Employee shall reimburse City for the attorney fees for independent legal representation. Further, Employer agrees to pay all reasonable litigation expenses of Employee as indemnified herein throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

### **Section 18: Bonding and Insurance**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance. Employee shall be provided coverage as a public official pursuant to the insurance policy as approved by the City Council.

### **Section 19: Other Terms and Conditions of Employment**

The Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of Port Orange Charter or any other law.

### **Section 20: Notices**

Notice pursuant to this Agreement shall be given by hand delivery, email or depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Allen Green, Mayor  
Port Orange City Hall  
1000 City Center Circle  
Port Orange, Florida 32129

EMPLOYEE: Michael H. Johansson  
1405 Buckingham Avenue  
Norfolk, VA 23508  
(410) 533-2234

Notice shall be deemed given as of the date of hand delivery, confirmed electronic transmission or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

### **Section 21: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any other prior discussions or representations by or between the parties are rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. Effective Date. Notwithstanding the date of execution, the effective date of this Agreement shall be July 14, 2015.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

In Witness Hereof, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

EMPLOYEE

  
\_\_\_\_\_  
Michael H. Johansson

Date: July 14, 2015

EMPLOYER  
CITY OF PORT ORANGE

By: \_\_\_\_\_  
Allen Green, Mayor

ATTEST:

By: \_\_\_\_\_  
Robin L. Fenwick, CMC, City Clerk

Date: \_\_\_\_\_

force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

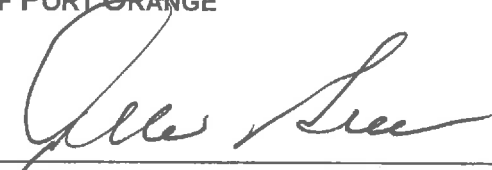
**In Witness Hereof**, the Parties have signed this Employment Agreement on the date and year set forth hereinafter.

**EMPLOYEE**

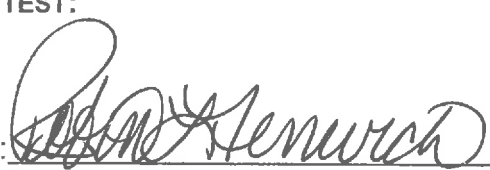
\_\_\_\_\_  
Michael H. Johansson

Date: \_\_\_\_\_

**EMPLOYER  
CITY OF PORT ORANGE**

By:   
Allen Green, Mayor

**ATTEST:**

By:   
Robin L. Fenwick, CMC, City Clerk

Date: 7/14/15

## Exhibit A

### Sec. 54-48. - Contributions.

- (a) City contributions. For each employee who is not represented by a collective bargaining unit, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. For each employee who is represented by a collective bargaining unit which has an agreement in effect between such unit and the city and does not participate in another retirement plan, the city shall contribute to the trust fund an amount equal to ten percent of the earnings, as defined, paid during each pay period. Provided, however, that as of each September 30, the total amount of nonvested forfeiture of account balances attributable to terminations of employment during the year just ended shall be determined, and that amount shall be used as set forth in subsection 54-49(b)(3) to pay expenses and offset the city's contribution otherwise required during the next subsequent city fiscal year. For allocation purposes, such forfeitures used to offset city contributions shall be treated in the same manner as are city contributions actually made.
- (b) Voluntary member contributions (nonmatching). Each employee may select a contribution rate of up to ten percent to be applied for purposes of making member contributions. The rate selected shall be applied to the member's basic earnings and the resulting contributions shall be made through payroll deduction for each regular payroll period.

Voluntary member contributions shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment.

At any time, but not more frequently than once a fiscal year, a member may elect to withdraw from his account an amount not exceeding the total of his voluntary contributions credited to such account at the time of such withdrawal.

If a member has received a withdrawal from his account in a fiscal year, such member may request a second withdrawal from his account in the same fiscal year, provided that the total amount withdrawn does not exceed the total of his voluntary contributions credited to such account, and provided further that the request for the second withdrawal is for the purpose of a financial hardship, defined as follows:

- (1) Medical expenses incurred by the member or his spouse, children or dependents; or
- (2) Purchase, excluding mortgage payments, of a principal residence for the member; or
- (3) Financial expenses for the member's spouse, children or dependents; or
- (4) Payment of tuition for the next semester or quarter of postsecondary education for the member or his spouse, children or dependents; or

- (5) Need to prevent eviction of the member from his principal residence or foreclosure on the mortgage of the member's principal residence.

The request for withdrawal based on financial hardship shall be presented in writing for the board's approval.

A member who makes a second withdrawal of all or any part of his voluntary contributions will be considered to have discontinued further voluntary contributions effective on the date of his withdrawal request. Such member cannot make voluntary contributions until October 1, January 1, April 1 or July 1 following one year from the date of the member's second withdrawal request.

As of October 1, January 1, April 1 and July 1, a member may select a new contribution rate subject to the general rules and procedures established by the board, provided such new election is in writing on forms prescribed by the board. Members may not make separate nonregular contributions to the system. If at any time a member should wish to cease making voluntary contributions, a written request must be presented for the board's approval.

- (c) Voluntary member contributions (matching). Each employee may select a contribution rate of up to six percent (in one-percent increments) to be applied for purposes of making member contributions which will receive a matching city contribution of one-half percent for each one percent elected by the member. The maximum city contribution will be three percent. Any amount contributed to this account by the member must be deducted from the amount elected under subsection (b) above such that the total voluntary member contributions under both subsections (b) and (c) cannot exceed ten percent of the member's gross pay.

Voluntary member contributions under the provisions of this section shall be fully vested and nonforfeitable at all times and subject to immediate distribution in the event of a member's death, disability, retirement or other termination of employment. Such contributions shall not be subject to withdrawal under any other conditions. Specifically, these funds are exempt from the withdrawal provisions of voluntary member contributions in subsection (b).

Contributions under the provisions of this section shall also apply to members who have elected to participate in the ICMA-RC 457 Plan as provided under subsection 54-47(d) and subsections 54-56(f) and (g). Members who elect this option for contributions, shall be required to comply with subsection 54-48(b) as for selection of new contribution rates the same as for all other members.

**Exhibit B**

(4)<sup>(u)</sup>(a) On or after July 1, 2011, a unit of government that enters into a contract or employment agreement, or renewal or renegotiation of an existing contract or employment agreement, that contains a provision for severance pay with an officer, agent, employee, or contractor must include the following provisions in the contract:

1. A requirement that severance pay provided may not exceed an amount greater than 20 weeks of compensation.
2. A prohibition of provision of severance pay when the officer, agent, employee, or contractor has been fired for misconduct, as defined in s. 443.036(29), by the unit of government.

## AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

This Amendment No. 1 to Employment Agreement dated July 14, 2015 is made and entered into the day and year set forth hereafter, by and between the City of Port Orange, Florida, a chartered municipal corporation (hereinafter the "Employer" or the "City") and Michael H. Johansson (hereinafter the "Employee"), both of whom shall constitute the Parties and who agree as follows:

Whereas, the Parties desire to amend the Employment Agreement as set forth hereafter.

1. Section 1 of the Employment Agreement is hereby amended to read as follows:

This Agreement shall remain in full force and effect for the employment commencing on August 13, 2015 until terminated by the Employer or Employee as provided in Section 11 of this Agreement subject to a voluntary resignation as provided in Section 13.

2. Section 3 of the Employment Agreement is hereby amended to read as follows:

Base Salary: Employer agrees to pay Employee weekly in the amount of Two Thousand Six Hundred Ninety-Two and 31/100 Dollars (\$2,692.31), subject to withholding and payroll tax deductions. The first partial week of employment shall be prorated in the amount of (\$1,615.39). Employee has agreed to attend the Florida League of Cities Conference commencing on August 13-15, 2015 in Orlando, Florida and the three (3) days of conference attendance shall be treated as workdays.

3. All other terms and provisions of the Employment Agreement shall remain in full force and effect, except as modified herein.

In Witness hereof the Parties have executed this Amendment No. 1 to Employment Agreement.

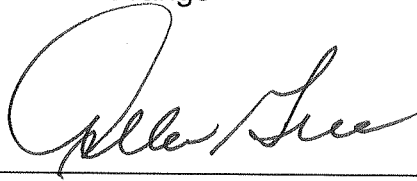
Employee

  
\_\_\_\_\_  
Michael H. Johansson

Date: 8.18.2015

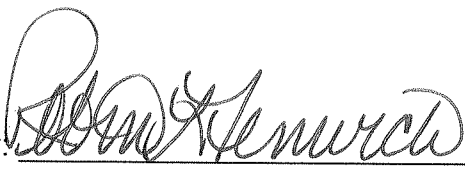


Employer  
City of Port Orange

By:   
Allen Green, Mayor

Date: 8/4/15

Attest:

By:   
Robin L. Fenwick, CMC, City Clerk

## AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth hereafter, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, hereinafter referred to as the "CITY" and MARGARET T. ROBERTS, P. A., a Florida professional corporation, hereinafter sometimes referred to as "Counsel" or "City Attorney."

### WITNESSETH:

WHEREAS, the CITY desires to engage Counsel for the purposes of serving as the City Attorney for a period of approximately six (6) weeks; and,

WHEREAS, Counsel represents that she is fully qualified to handle such legal services; and,

WHEREAS, Counsel is also engaged as the City Attorney for the City of Daytona Beach Shores; and,

WHEREAS, Counsel agrees to provide the specified services in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereby agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is to provide the necessary legal services to the City of Port Orange as City Attorney relating to its legislative and administrative requirements commencing on March 3, 2000. Counsel shall commence and complete such services with all practical dispatch in a sound, economical and efficient manner, and in accordance with all applicable laws and ordinances.

2. Scope of Services. Counsel agrees she shall perform and conduct the following services:
  1. Counsel shall be the "City Attorney" appointed by the Port Orange City Council to render legal services as set forth in Section 3.01(a) of the Port Orange Charter.
  2. Ancillary to the foregoing, Counsel shall from time to time undertake specific tasks at the request of the City Manager.
  3. Should the CITY authorize the use of another attorney other than Counsel for insurance defense or as special counsel, then Counsel shall monitor the special legal matters and provide status updates upon the CITY's request.
  4. Counsel shall be authorized to assign legal work to another attorney who has been previously approved for work on behalf of the City of Port Orange. Other attorneys previously authorized include (1) Peter Dame, Esquire (2) Scott Simpson, Esquire and (3) Jody Gabel, Esquire (for work related to the Halifax Trailer Park only). Counsel shall obtain the authorization of the City Council prior to hiring any other special counsel.
3. Legal Services. Either the City Manager or City Council may assign duties to Counsel. These duties may include the following:
  1. legal representation regarding litigation, quasi-judicial matters; state or federal agency proceedings or administrative law proceedings;
  2. review and/or preparation of contracts;
  3. preparation of written opinions, ordinances, resolutions or correspondence;
  4. legal research; and
  5. other legal and support services provided by Counsel include, but shall not be limited to telephone consultations, personal consultations and

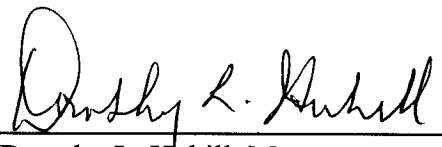
appearances, paralegal services, computer legal research data services, computer e-mail, facsimile transmission/reception, photocopies, mileage, postage, independent courier services (i.e., UPS, FedEx), travel, long distance telephone, mobile telephone, and such other specifically authorized charges as Counsel may deem appropriate and necessary to perform the work assigned.

4. Term. This Agreement shall continue, at the will of the CITY, in full force and effect, subject to agreed upon amendments, from the time after its execution unless terminated in accordance with the notice set forth below in Paragraph 9.
5. Facilities and Staff. Counsel may utilize the current office space, library and City legal files during the term of this Agreement. Where feasible Counsel shall utilize the assistance of the legal department staff.
6. Conflict of Interest. The City Manager and Council agrees that it shall screen from the City Attorney all potential or actual legal work that may result in a conflict of interest with any party which may be affected by this Agreement.
7. Compensation. The City agrees to pay Counsel compensation for the duties assigned as follows:
  1. \$125.00 per hour for Margaret T. Roberts;
  2. \$60.00 per hour for paralegal work; and
  3. Other support services which shall include computerized legal research, long distance/mobile telephone charges, postage, photocopies at the rate of 35¢ per page, facsimile transmission/reception at \$1.00 per page, overnight mail delivery and other charges and travel costs as authorized at actual cost. Travel between the hours of 9:00 a.m. and 6:00 p.m. shall be billed at the attorney's hourly rate as set forth in subparagraph 7(a), above.

8. Billing. Counsel shall provide a descriptive billing statement on a monthly basis. Each monthly bill shall identify the individual performing the service, include a brief description of the service rendered and indicate the date and amount of time spent on that particular service. Each monthly bill shall also include a summary of time expended by each individual and the amount of charges related to the services performed by each individual. Payment of proper billing statements and disputed billing statements, if any, shall be made in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, Florida Statutes).
9. Termination. This Agreement may be terminated immediately by either party upon notice to the other party. The City Council shall be authorized to terminate this agreement on the CITY's behalf. In the event of such termination and as otherwise requested, the CITY shall be entitled to all original records applicable to matters being handled by Counsel.
10. Amendments. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.
11. Binding Effect. This Agreement shall be binding upon the parties hereto and upon the successors and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year as noted thereby.

CITY OF PORT ORANGE, FLORIDA  
a Florida municipal corporation

By:   
Dorothy L. Hukill, Mayor

Attest:

By: Kenneth W. Parker  
Kenneth W. Parker, City Manager

Date: 2-6-2000, 2000.

MARGARET T. ROBERTS, P. A.  
a Florida professional corporation

By: Margaret T. Roberts  
Margaret T. Roberts, President/Secretary

Date: March 1, 2000

C:\OFFICE\WP\WIN\WPDOCS\PTORANGE\Acting Atty Agmt. wpd\March 1, 2000 (1:23pm)

CITY ATTORNEY  
EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into on the date set forth below, by and between the City of Port Orange, Florida, a municipal corporation (the "CITY"), and Margaret T. Roberts ("COUNSEL").

WHEREAS, the CITY desires to employ COUNSEL as the City of Port Orange City Attorney; and

WHEREAS, the CITY and COUNSEL desire to establish the rights, obligations, and conditions of COUNSEL'S employment as City Attorney; and

WHEREAS, the provisions of this Agreement are intended to (i) secure and retain COUNSEL's services as the City Attorney for the City of Port Orange, (ii) make possible COUNSEL's full work productivity by assuring COUNSEL's peace of mind with respect to future security, (iii) establish employment terms which act as a deterrent against malfeasance or dishonesty for personal gain on the part of COUNSEL, and (iv) provide a just means for terminating COUNSEL's services at such time as she may be unable to fully discharge her duties or when the CITY may otherwise wish to terminate her employment as the City Attorney.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the CITY and COUNSEL agree as follows:

SECTION 1. EMPLOYMENT; SCOPE OF DUTIES.

The CITY agrees to employ, and COUNSEL accepts employment by the CITY, as the City Attorney for the City of Port Orange, subject to the terms of this Agreement. The term, "City Attorney," shall have the intended meaning as used in Section 3.01(a) of the Port Orange Charter, and as the term may be used in any existing or future provision of City code or ordinance. As City Attorney, COUNSEL shall provide all necessary legal services to the CITY relating to CITY's legislative and administrative functions. In performing the services described herein, COUNSEL shall work in a sound, economical and efficient manner, in accordance with all applicable laws and ordinances. The scope of duties as City Attorney shall include but not be limited to all of the following:

- (a) COUNSEL shall from time to time defend the City with respect to, administrative and civil complaints, suits and controversies of every kind, in which the City is a party. Upon the authorization of the City Council, COUNSEL shall from time to time, prosecute and intervene in administrative and civil complaints, suits and controversies on the CITY's behalf.

- (b) COUNSEL shall have authority to hire private attorneys to provide legal services to the City, subject to City Council approval. COUNSEL shall monitor and oversee the work of any and all private attorneys retained from time to time by the CITY, including those retained on the CITY's behalf by the CITY's insurers. COUNSEL shall use COUNSEL's professional judgment in determining the degree to which the activities of private attorneys are monitored and overseen, consistent with COUNSEL's obligations herein.
- (c) COUNSEL shall from time to time provide legal advice and undertake specific tasks at the request of the City Manager or the City Manager's designees.
- (d) COUNSEL shall prepare, and from time assist in the preparation of, contracts, ordinances and resolutions; and shall review contracts, ordinances and resolutions for legal form and sufficiency.
- (e) COUNSEL may prepare and transmit written legal opinions and correspondence in support of the various duties outlined above.
- (f) COUNSEL shall provide legal advice, undertake specific tasks and make such reports as the City Council may require concerning the operations of the City Attorney's Office, the status of tasks assigned to private attorneys, and any legal issues which the City Council may reasonably need to consider.
- (g) COUNSEL shall provide a monthly report to the City Council on pending litigation involving the CITY.
- (h) COUNSEL shall have specific additional duties during the Transition Period described in Section 5 of this Agreement.

**SECTION 2. SALARY; SALARY INCREASES.** COUNSEL's initial annual salary shall be \$80,000.00, payable in equal weekly installments at the same time at which other employees of the City are paid. The CITY agrees to annually increase COUNSEL's annual salary in such amounts and to such an extent as the City Council may determine desirable, on the basis of an annual salary review and consistent with longevity or other bonus, across the board wage increases, cost of living or other salary adjustments provided to other administrative employees. The annual salary review shall generally be performed in the month of May, and any salary adjustment or bonus shall become effective on October 1 of the same calendar year. The initial review shall be performed in May, 2001. The initial increase, if any, shall be effective on October 1, 2001.



SECTION 3. EFFECTIVE DATE; TERM. The effective date of this Agreement shall be September 1, 2000. This Agreement shall continue in full force and effect at the will of the CITY, subject to agreed upon amendments, from the effective date unless terminated pursuant to Section 4 below. The provisions of this Agreement shall not be deemed to prevent, limit or otherwise restrict the right of:

- (a) The City Council of the CITY to terminate this Agreement and COUNSEL's services hereunder at any time, subject only to Subsections 4(a) and 4(b) of this Agreement; or
- (b) COUNSEL to terminate this Agreement and resign at any time from the position of City Attorney, subject only to Subsection 4(c) of this Agreement.

SECTION 4. TERMINATION, SEVERANCE PAY AND RESIGNATION. This Agreement may be terminated immediately by either party upon notice to the other. The City Council shall be authorized to terminate this Agreement and COUNSEL's services hereunder, on behalf of the CITY.

- (a) If the CITY terminates while COUNSEL is willing and able to perform the duties of City Attorney, COUNSEL shall be entitled to Severance Pay. However, in the event COUNSEL is terminated because of any unethical, illegal, or improper act involving personal gain to her, then, in that event the CITY shall have no obligation to pay the severance sum designated in this paragraph. Severance pay shall initially equal 13 weeks worth of COUNSEL'S annual salary. Beginning one year from the effective date and annually thereafter, severance pay shall be increased by an amount equal to two weeks worth of COUNSEL's annual salary, until the total severance pay accrued equals 26 weeks of annual salary. For purposes herein, annual salary shall be calculated based on the Annual Salary, as described in Section 2, in effect at the time of termination.
- (b) If the CITY at any time during the term of this Agreement reduces COUNSEL's annual salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event that the CITY refuses, after written notice, to comply with any other provision of this Agreement benefiting COUNSEL, COUNSEL's services may, at COUNSEL's option, be deemed to be terminated by the CITY as of the date of such reduction or such refusal to comply.

- (c) If COUNSEL voluntarily resigns the position of City Attorney, Counsel shall provide at least sixty (60) days advance written notice.

SECTION 5. TRANSITION PERIOD. The City acknowledges COUNSEL's ongoing responsibilities as a private attorney with various clients ("Pre-Existing Clients), including the City of Daytona Beach Shores, Florida, at the time of execution of this Agreement. In order to accommodate COUNSEL's ethical obligation to provide for an orderly winding down of COUNSEL'S private practice, and as an inducement to COUNSEL to begin employment as City Attorney for the CITY as soon as possible, the CITY hereby agrees to permit COUNSEL to conclude COUNSEL's legal representation to these other parties during a Transitional Period. The Transition Period shall commence on the date of execution of this Agreement and shall run through September 1, 2000, subject to the following conditions:

- (a) COUNSEL's representation of COUNSEL's Pre-Existing Clients shall not result in an ethical conflict under the applicable ethical rules and standards of professional conduct for attorneys for Florida Bar-licensed attorneys. COUNSEL's representation of Pre-Existing Clients shall not diminish the quality of service to be provided under this Agreement.
- (b) COUNSEL shall endeavor to conclude representation of these Pre-Existing Clients as soon as possible, and except as specifically provided herein, shall not utilize CITY personnel or resources in providing such representation.
- (c) During the Transition Period, COUNSEL is specifically authorized to assign portions of COUNSEL's work legal work for the CITY, at the CITY's costs, to any of the following attorneys in accordance with previously agreed upon rates and fees: (1) Peter Dame, Esquire (2) Jody Gabel, Esquire (for work related to the Halifax Trailer Park only) and (3) Scott Simpson, Esquire. This authority is in addition to COUNSEL's authority to hire special counsel pursuant to Subsection 1(b) of this Agreement.
- (d) During the Transition Period, COUNSEL shall be authorized to utilize COUNSEL's personal equipment, such as personal computer, fax machine, copier, furniture, file cabinets and other equipment, to supplement the equipment provided by the CITY for the performance of COUNSEL's duties. COUNSEL may locate the personal equipment and files within the office space provided by CITY to COUNSEL for the performance of COUNSEL's duties under this Agreement. The CITY shall provide supplies (such as copy paper and toner) necessary for the use of such equipment in

COUNSEL's performance of COUNSEL's duties under this Agreement. The City shall provide assistance in the form of labor and transportation, to COUNSEL upon request and reasonable notice from COUNSEL to assist COUNSEL in re-locating such equipment and files to the office space provided by CITY to COUNSEL. COUNSEL may remove such equipment and files at any time from the office space provided. However, COUNSEL shall at all times ensure that all applicable legal requirements, including but not limited to Public Records Act requirements, regarding COUNSEL's work product are met. Counsel shall ensure that any work product otherwise stored on such equipment, shall be retained by CITY to the extent required by the Public Records Act. COUNSEL shall coordinate with the City Manager in determining the format and location in which such work product shall be stored, for consistency with the City's Records Act policies and procedures.

- (e) If agreed to by the City of Daytona Beach Shores, the City shall extend the Transition Period for work to be performed for the City of Daytona Beach Shores only, subject to the following terms and conditions:
  - (1) All such work must be performed, pursuant to an assignment of COUNSEL's rights and obligations under that certain contract between Margaret T. Roberts, P.A. and the City of Daytona Beach Shores dated \_\_\_\_\_, 1999 (hereinafter the "Shores Contract") to CITY, and in addition the terms of an interlocal agreement to be executed hereafter by and between the CITY and the City of Daytona Beach Shores if necessary. The performance of such services pursuant to this Paragraph shall be deemed to be included within the scope of COUNSEL's duties under this Agreement. COUNSEL shall derive no additional compensation for such work. If necessary pursuant to the terms of the assigned Shores Contract, COUNSEL shall track COUNSEL's billed hours in recordable form so that CITY may bill the City of Daytona Beach Shores the rates provided for therein.
  - (2) COUNSEL's representation of the City of Daytona Beach Shores shall not result in conflicting representation under the ethical rules and standards of professional conduct for Florida Bar-licensed attorneys, without explicit notice to and waiver from both the CITY and the City of Daytona Beach Shores. Only the City Council shall have authority to provide such waiver on the CITY's behalf. COUNSEL shall have the right to withdraw from representation of the CITY and the City of

Daytona Beach Shores on a particular assignment that could result in conflicting representation.

- (3) All work provided to the City of Daytona Beach Shores shall cease on December 31, 2000, or earlier if possible, whether such work is authorized pursuant to assignment of the Shores Contract or an interlocal agreement between the two cities.

#### SECTION 6. HOURS OF WORK.

- (a) In recognition of the high level of responsibility and the substantial number of hours inherent in the position of City Attorney, including hours involved in night-time public meetings, COUNSEL shall be allowed to take commensurate time off as COUNSEL deems appropriate during normal office hours.
- (b) COUNSEL MAY use up to ten (10) hours per week of the time off authorized in Subsection 6(a) for professional work, including but not limited to, teaching or writing.

SECTION 7. PUBLIC OFFICIAL'S INSURANCE. The CITY shall name COUNSEL as a covered official on the CITY's Public Official's and errors and omissions insurance policy, and shall maintain such policy, including civil rights coverage, for the benefit of COUNSEL as well as the other officials covered thereunder. The CITY shall reimburse COUNSEL for the expenses and costs associated with appearing as a witness in any administrative or civil trial matter. This Section shall survive the termination of this Agreement.

SECTION 8. NO OUTSIDE WORK. With the exception of the specific authority provided during the Transition Period, COUNSEL shall not hold employment with any person or firm other than the CITY during the term of this Agreement. The term, "employed," shall not be deemed to include occasional teaching, writing or consulting, or the handling of occasional minor legal matters unrelated to COUNSEL's work for the CITY, performed on COUNSEL's time off from work as described in Section 7 of this Agreement.

SECTION 9. DUES AND SUBSCRIPTIONS. CITY shall include within its budget and pay, a reasonable amount toward those professional dues and subscriptions which are necessary for COUNSEL's continued professional development. Dues shall be deemed to include, at a minimum, those required for membership in the Florida Bar (with Government and Employment Law Sections), Florida Municipal Attorneys Association, International Municipal Lawyers Association, the Volusia County Bar Association, Attorneys' Title Insurance Fund, Inc. and Westlaw or other computer database service and may include those required for membership in national, regional, state and local

professional associations and organizations. The amount so budgeted and paid shall be subject to the right of the City Council to limit such expenses.

SECTION 10. PROFESSIONAL DEVELOPMENT. The CITY shall pay the registration fees, travel and subsistence expenses of COUNSEL for professional and office travel, meetings and occasions adequate to continue COUNSEL's professional development and allow COUNSEL's pursuit of necessary official and other functions on the City's behalf, including but not limited to the Florida Bar, the Florida League of Cities, International City Managers Association and such other national, regional, state and local governmental and legal groups and committees thereof which COUNSEL may serve as a member. The amount so budgeted and paid shall be a reasonable amount, subject to the right of the City Council to limit such expenses.

SECTION 11. GENERAL EXPENSES. The CITY recognizes that COUNSEL may incur certain expenses of a non-personal and generally job affiliated nature. The CITY shall pay or reimburse such general expenses. Such expenses shall include but not be limited to those relating to COUNSEL's cell phone usage. The CITY shall reimburse COUNSEL the cost of such cell phone usage in the course of COUNSEL's representation of the CITY, at a minimum rate of \$50.00 per month or upon such other terms as shall be economically beneficial and agreed upon by COUNSEL and the City Manager.

SECTION 12. CIVIC CLUB MEMBERSHIP. The CITY recognizes the desirability of representation in and before local civic and other organizations, including the Port Orange-South Daytona or Southeast Volusia Chambers of Commerce. COUNSEL is therefore authorized to become or continue membership in one such organization, for which the CITY shall pay all reasonable expenses. COUNSEL shall report to the CITY on the membership that COUNSEL has taken pursuant to the authority granted herein. The City Council shall have the right to limit such expenses.

SECTION 13. PERSONAL AND SICK LEAVE. As an inducement to COUNSEL to become City Attorney under the terms provided herein, and in recognition of COUNSEL's many years of experience in local government, including as city attorney for other local jurisdictions, COUNSEL shall be allotted 160 hours of personal leave immediately upon execution of this Agreement. Unused allotted personal leave shall be divided and allocated equally to vacation and sick leave on September 1, 2001. Beginning January 1, 2001, COUNSEL shall begin accruing personal and sick leave on a weekly basis at the rate as established in the City's personnel rules. COUNSEL may use accrued (including initially allotted) leave provided herein at any time. However, COUNSEL shall provide the City Council notice in advance of COUNSEL's intent to use leave in advance, except where emergencies or illness render COUNSEL unable to provide such notice, in which instance COUNSEL shall endeavor to provide CITY notice telephonically as soon as is reasonably possible. Accrued and unused annual

and sick leave shall be forfeited if COUNSEL voluntarily resigns without giving at least sixty (60) days advance written notice as required by Subsection 4© of this Agreement.

SECTION 14. DEFERRED COMPENSATION. COUNSEL agrees to defer ten percent (10%) of COUNSEL's annual salary in a deferred compensation plan, which is administered by the International City Manager's Association (ICMA) – Retirement Corporation. The CITY shall pay a matching sum, equal to ten percent (10%) of COUNSEL's annual salary, into the deferred compensation plan in equal weekly installments. COUNSEL shall be deemed to be immediately vested with regard to the CITY's matching contribution, and shall have control as to which plan the matching funds may be located into, subject to ICMA – Retirement Corporation-imposed limitations. The CITY shall execute such agreements as may be necessary for COUNSEL to participate and in the deferred compensation plan and for the CITY to provide the matching funds referenced above. COUNSEL shall have the right but not the obligation to defer additional portions of COUNSEL's salary in either the 401(a) or 457 plans which have been adopted by the City Council.

SECTION 15. HEALTH AND DISABILITY INSURANCE.

- (a) CITY shall provide health insurance to COUNSEL and COUNSEL's dependents under the same terms and conditions, including with respect to co-payment of premiums, as are offered to other CITY employees.
- (b) In addition, the City shall annually contribute up to \$2,000.00 per year toward the cost of a long term disability income protection plan for COUNSEL's benefit. COUNSEL shall be eligible to apply these sums toward participation in any such program which may be offered through the CITY, or COUNSEL may apply this sum toward the purchase of another plan of COUNSEL's choosing. COUNSEL may only use the sum described to pay policy premiums on such a plan. The city shall reimburse COUNSEL upon the CITY'S receipt of proof of payment by COUNSEL.

SECTION 16. OTHER TERMS AND CONDITIONS.

- (a) The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to COUNSEL's performance; provided, however, that such terms and conditions are not inconsistent with this The City Council shall fix any other terms and conditions of employment as it Agreement or any law.
- (b) All provisions of the City Code of Ordinance and the City's personnel regulations and rules adopted pursuant thereto, relating

to annual and sick leave, holidays, deferred compensation, retirement and pension system, and other fringe benefits as these provisions now exist or may hereinafter be amended, shall also apply to COUNSEL as they would apply to "Administrative Officials" as defined in Section 2-186 of the Code of Ordinances, unless such provisions conflict with this Agreement.

- (c) COUNSEL shall be permitted to initially staff the City Attorney's operations with one legal secretary, Linda Sheridan, one paralegal, Linda Johnson (subject to compliance with the City of Port Orange personnel procedures and the City Manager's approval), and one attorney, COUNSEL. In February 2001, COUNSEL shall provide the CITY with a report and recommendation on future staffing of the City Attorney's operations.
- (d) This Agreement shall not be assignable.
- (e) This Agreement supersedes all prior agreements and understandings by and between COUNSEL and the City regarding the provision by COUNSEL of legal services to the CITY; provided, however, that COUNSEL shall be entitled to payment for any legal services rendered to the CITY prior to the effective date of this Agreement, in accordance with the terms of any written agreement regarding such services. No modification or change to this Agreement shall be binding upon the parties hereto unless in writing and executed by the parties to be bound hereby. Only the City Council shall have authority to bind the CITY to any such written modification or change.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year as noted thereby.

CITY OF PORT ORANGE, a municipal corporation

By: Dorothy L. Hukill  
Dorothy L. Hukill, Mayor

Attest: Kenneth W. Parker  
Kenneth W. Parker, City Manager

Date: 8/22/2000

COUNSEL

By: Margaret T. Roberts  
Margaret T. Roberts

Date: 8-16-00

**CITY ATTORNEY  
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into on the date set forth below, by and between the City of Port Orange, Florida, a municipal corporation (the "CITY"), and Margaret T. Roberts ("COUNSEL").

WHEREAS, the CITY desires to employ COUNSEL as the City of Port Orange City Attorney; and

WHEREAS, the CITY and COUNSEL desire to establish the rights, obligations, and conditions of COUNSEL'S employment as City Attorney; and

WHEREAS, the provisions of this Agreement are intended to (i) secure and retain COUNSEL's services as the City Attorney for the City of Port Orange, (ii) make possible COUNSEL's full work productivity by assuring COUNSEL's peace of mind with respect to future security, (iii) establish employment terms which act as a deterrent against malfeasance or dishonesty for personal gain on the part of COUNSEL, and (iv) provide a just means for terminating COUNSEL's services at such time as she may be unable to fully discharge her duties or when the CITY may otherwise wish to terminate her employment as the City Attorney.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the CITY and COUNSEL agree as follows:

**SECTION 1. EMPLOYMENT; SCOPE OF DUTIES.**

The CITY agrees to employ, and COUNSEL accepts employment by the CITY, as the City Attorney for the City of Port Orange, subject to the terms of this Agreement. The term, "City Attorney," shall have the intended meaning as used in Section 3.01(a) of the Port Orange Charter, and as the term may be used in any existing or future provision of City code or ordinance. As City Attorney, COUNSEL shall provide all necessary legal services to the CITY relating to CITY's legislative and administrative functions. In performing the services described herein, COUNSEL shall work in a sound, economical and efficient manner, in accordance with all applicable laws and ordinances. The scope of duties as City Attorney shall include but not be limited to all of the following:

- (a) COUNSEL shall from time to time defend the City with respect to, administrative and civil complaints, suits and controversies of every kind, in which the City is a party. Upon the authorization of the City Council, COUNSEL shall from time to time, prosecute and intervene in administrative and civil complaints, suits and controversies on the CITY's behalf.



- (b) COUNSEL shall have authority to hire private attorneys to provide legal services to the City, subject to City Council approval. COUNSEL shall monitor and oversee the work of any and all private attorneys retained from time to time by the CITY, including those retained on the CITY's behalf by the CITY's insurers. COUNSEL shall use COUNSEL's professional judgment in determining the degree to which the activities of private attorneys are monitored and overseen, consistent with COUNSEL's obligations herein.
- (c) COUNSEL shall from time to time provide legal advice and undertake specific tasks at the request of the City Manager or the City Manager's designees.
- (d) COUNSEL shall prepare, and from time assist in the preparation of, contracts, ordinances and resolutions; and shall review contracts, ordinances and resolutions for legal form and sufficiency.
- (e) COUNSEL may prepare and transmit written legal opinions and correspondence in support of the various duties outlined above.
- (f) COUNSEL shall provide legal advice, undertake specific tasks and make such reports as the City Council may require concerning the operations of the City Attorney's Office, the status of tasks assigned to private attorneys, and any legal issues which the City Council may reasonably need to consider.
- (g) COUNSEL shall provide a monthly report to the City Council on pending litigation involving the CITY.
- (h) COUNSEL shall have specific additional duties during the Transition Period described in Section 5 of this Agreement.

**SECTION 2. SALARY; SALARY INCREASES.** COUNSEL's initial annual salary shall be \$80,000.00, payable in equal weekly installments at the same time at which other employees of the City are paid. The CITY agrees to annually increase COUNSEL's annual salary in such amounts and to such an extent as the City Council may determine desirable, on the basis of an annual salary review and consistent with longevity or other bonus, across the board wage increases, cost of living or other salary adjustments provided to other administrative employees. The annual salary review shall generally be performed in the month of May, and any salary adjustment or bonus shall become effective on October 1 of the same calendar year. The initial review shall be performed in May, 2001. The initial increase, if any, shall be effective on October 1, 2001.

SECTION 3. EFFECTIVE DATE; TERM. The effective date of this Agreement shall be September 1, 2000. This Agreement shall continue in full force and effect at the will of the CITY, subject to agreed upon amendments, from the effective date unless terminated pursuant to Section 4 below. The provisions of this Agreement shall not be deemed to prevent, limit or otherwise restrict the right of:

- (a) The City Council of the CITY to terminate this Agreement and COUNSEL's services hereunder at any time, subject only to Subsections 4(a) and 4(b) of this Agreement; or
- (b) COUNSEL to terminate this Agreement and resign at any time from the position of City Attorney, subject only to Subsection 4(c) of this Agreement.

SECTION 4. TERMINATION, SEVERANCE PAY AND RESIGNATION. This Agreement may be terminated immediately by either party upon notice to the other. The City Council shall be authorized to terminate this Agreement and COUNSEL's services hereunder, on behalf of the CITY:

- (a) If the CITY terminates while COUNSEL is willing and able to perform the duties of City Attorney, COUNSEL shall be entitled to Severance Pay. However, in the event COUNSEL is terminated because of any unethical, illegal, or improper act involving personal gain to her, then, in that event the CITY shall have no obligation to pay the severance sum designated in this paragraph. Severance pay shall initially equal 13 weeks worth of COUNSEL'S annual salary. Beginning one year from the effective date and annually thereafter, severance pay shall be increased by an amount equal to two weeks worth of COUNSEL's annual salary, until the total severance pay accrued equals 26 weeks of annual salary. For purposes herein, annual salary shall be calculated based on the Annual Salary, as described in Section 2, in effect at the time of termination.
- (b) If the CITY at any time during the term of this Agreement reduces COUNSEL's annual salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all City employees, or in the event that the CITY refuses, after written notice, to comply with any other provision of this Agreement benefiting COUNSEL, COUNSEL's services may, at COUNSEL's option, be deemed to be terminated by the CITY as of the date of such reduction or such refusal to comply.

- (c) If COUNSEL voluntarily resigns the position of City Attorney, Counsel shall provide at least sixty (60) days advance written notice.

**SECTION 5. TRANSITION PERIOD.** The City acknowledges COUNSEL's ongoing responsibilities as a private attorney with various clients ("Pre-Existing Clients), including the City of Daytona Beach Shores, Florida, at the time of execution of this Agreement. In order to accommodate COUNSEL's ethical obligation to provide for an orderly winding down of COUNSEL'S private practice, and as an inducement to COUNSEL to begin employment as City Attorney for the CITY as soon as possible, the CITY hereby agrees to permit COUNSEL to conclude COUNSEL's legal representation to these other Pre-Existing Clients during a Transitional Period. The Transition Period shall commence on the date of execution of this Agreement and shall run through September 1, 2000, subject to the following conditions:

- (a) COUNSEL's representation of COUNSEL's Pre-Existing Clients shall not result in an ethical conflict under the applicable ethical rules and standards of professional conduct for attorneys for Florida Bar-licensed attorneys. COUNSEL's representation of Pre-Existing Clients shall not diminish the quality of service to be provided under this Agreement.
- (b) COUNSEL shall endeavor to conclude representation of these Pre-Existing Clients as soon as possible, and except as specifically provided herein, shall not utilize CITY personnel or resources in providing such representation.
- (c) During the Transition Period, COUNSEL is specifically authorized to assign portions of COUNSEL's legal work for the CITY, at the CITY's costs, to any of the following attorneys in accordance with previously agreed upon rates and fees: (1) Peter Dame, Esquire (2) Jody Gabel, Esquire (for work related to the Halifax Trailer Park only) and (3) Scott Simpson, Esquire. This authority is in addition to COUNSEL's authority to hire special counsel pursuant to Subsection 1(b) of this Agreement.
- (d) During the Transition Period, COUNSEL shall be authorized to utilize COUNSEL's personal equipment, such as personal computer, fax machine, copier, furniture, file cabinets and other equipment, to supplement the equipment provided by the CITY for the performance of COUNSEL's duties. COUNSEL may locate the personal equipment and files within the office space provided by CITY to COUNSEL for the performance of COUNSEL's duties under this Agreement. The CITY shall provide supplies (such as copy paper and toner) necessary for the use of such equipment in

COUNSEL's performance of COUNSEL's duties under this Agreement. The City shall provide assistance in the form of labor and transportation, to COUNSEL upon request and reasonable notice from COUNSEL to assist COUNSEL in re-locating such equipment and files to the office space provided by CITY to COUNSEL. COUNSEL may remove such equipment and files at any time from the office space provided. However, COUNSEL shall at all times ensure that all applicable legal requirements, including but not limited to Public Records Act requirements, regarding COUNSEL's work product are met. Counsel shall ensure that any work product otherwise stored on such equipment, shall be retained by CITY to the extent required by the Public Records Act. COUNSEL shall coordinate with the City Manager in determining the format and location in which such work product shall be stored, for consistency with the City's Records Act policies and procedures.

- (e) If agreed to by the City of Daytona Beach Shores, the City shall extend the Transition Period for work to be performed for the City of Daytona Beach Shores only, subject to the following terms and conditions:
  - (1) All such work must be performed, pursuant to an assignment of COUNSEL's rights and obligations under that certain contract between Margaret T. Roberts, P.A. and the City of Daytona Beach Shores dated April 2, 1999 (hereinafter the "Shores Contract") to CITY, and in addition the terms of an interlocal agreement to be executed hereafter by and between the CITY and the City of Daytona Beach Shores if necessary. The performance of such services pursuant to this Paragraph shall be deemed to be included within the scope of COUNSEL's duties under this Agreement. COUNSEL shall derive no additional compensation for such work. If necessary pursuant to the terms of the assigned Shores Contract, COUNSEL shall track COUNSEL's billed hours in recordable form so that CITY may bill the City of Daytona Beach Shores the rates provided for therein.
  - (2) COUNSEL's representation of the City of Daytona Beach Shores shall not result in conflicting representation under the ethical rules and standards of professional conduct for Florida Bar-licensed attorneys, without explicit notice to and waiver from both the CITY and the City of Daytona Beach Shores. Only the City Council shall have authority to provide such waiver on the CITY's behalf. COUNSEL shall have the right to withdraw from representation of the CITY and the City of

Daytona Beach Shores on a particular assignment that could result in conflicting representation.

- (3) All work provided to the City of Daytona Beach Shores shall cease on December 31, 2000, or earlier if possible, whether such work is authorized pursuant to assignment of the Shores Contract or an interlocal agreement between the two cities.

#### SECTION 6. HOURS OF WORK.

- (a) In recognition of the high level of responsibility and the substantial number of hours inherent in the position of City Attorney, including hours involved in night-time public meetings, COUNSEL shall be allowed to take commensurate time off as COUNSEL deems appropriate during normal office hours.
- (b) COUNSEL MAY use up to ten (10) hours per week of the time off authorized in Subsection 6(a) for professional work, including but not limited to, teaching or writing.

SECTION 7. PUBLIC OFFICIAL'S INSURANCE. The CITY shall name COUNSEL as a covered official on the CITY's Public Official's and errors and omissions insurance policy, and shall maintain such policy, including civil rights coverage, for the benefit of COUNSEL as well as the other officials covered thereunder. The CITY shall reimburse COUNSEL for the expenses and costs associated with appearing as a witness in any administrative or civil trial matter. This Section shall survive the termination of this Agreement.

SECTION 8. NO OUTSIDE WORK. With the exception of the specific authority provided during the Transition Period, COUNSEL shall not hold employment with any person or firm other than the CITY during the term of this Agreement. The term, "employed," shall not be deemed to include occasional teaching, writing or consulting, or the handling of occasional minor legal matters unrelated to COUNSEL's work for the CITY, performed on COUNSEL's time off from work as described in Section 7 of this Agreement.

SECTION 9. DUES AND SUBSCRIPTIONS. CITY shall include within its budget and pay a reasonable amount toward those professional dues and subscriptions which are necessary for COUNSEL's continued professional development. Dues shall be deemed to include, at a minimum, those required for membership in the Florida Bar (with Government and Employment Law Sections), Florida Municipal Attorneys Association, International Municipal Lawyers Association, the Volusia County Bar Association, Attorneys' Title Insurance Fund, Inc. and Westlaw or other computer database service and may include those required for membership in national, regional, state and local

professional associations and organizations. The amount so budgeted and paid shall be subject to the right of the City Council to limit such expenses.

SECTION 10. PROFESSIONAL DEVELOPMENT. The CITY shall pay the registration fees, travel and subsistence expenses of COUNSEL for professional and office travel, meetings and occasions adequate to continue COUNSEL's professional development and allow COUNSEL's pursuit of necessary official and other functions on the City's behalf, including but not limited to the Florida Bar, the Florida League of Cities, International City Managers Association and such other national, regional, state and local governmental and legal groups and committees thereof which COUNSEL may serve as a member. The amount so budgeted and paid shall be a reasonable amount, subject to the right of the City Council to limit such expenses.

SECTION 11. GENERAL EXPENSES. The CITY recognizes that COUNSEL may incur certain expenses of a non-personal and generally job affiliated nature. The CITY shall pay or reimburse such general expenses. Such expenses shall include but not be limited to those relating to COUNSEL's cell phone usage. The CITY shall reimburse COUNSEL the cost of such cell phone usage in the course of COUNSEL's representation of the CITY, at a minimum rate of \$50.00 per month or upon such other terms as shall be economically beneficial and agreed upon by COUNSEL and the City Manager.

SECTION 12. CIVIC CLUB MEMBERSHIP. The CITY recognizes the desirability of representation in and before local civic and other organizations, including the Port Orange-South Daytona or Southeast Volusia Chambers of Commerce. COUNSEL is therefore authorized to become or continue membership in one such organization, for which the CITY shall pay all reasonable expenses. COUNSEL shall report to the CITY on the membership that COUNSEL has taken pursuant to the authority granted herein. The City Council shall have the right to limit such expenses. It is Counsel's intent to complete her term on the Southeast Volusia Chamber and thereafter join the Port Orange-South Daytona Chamber.

SECTION 13. PERSONAL AND SICK LEAVE. As an inducement to COUNSEL to become City Attorney under the terms provided herein, and in recognition of COUNSEL's many years of experience in local government, including as city attorney for other local jurisdictions, COUNSEL shall be allotted 160 hours of personal leave immediately upon execution of this Agreement. Unused allotted personal leave shall be divided and allocated equally to vacation and sick leave on September 1, 2001. Beginning January 1, 2001, COUNSEL shall begin accruing personal and sick leave on a weekly basis at the rate as established in the City's personnel rules. COUNSEL may use accrued (including initially allotted) leave provided herein at any time. However, COUNSEL shall provide the City Council notice in advance of COUNSEL's intent to use leave in advance, except where emergencies or illness render COUNSEL unable to provide such

notice, in which instance COUNSEL shall endeavor to provide CITY notice telephonically as soon as is reasonably possible. Accrued and unused annual and sick leave shall be forfeited if COUNSEL voluntarily resigns without giving at least sixty (60) days advance written notice as required by Section 4(c) of this Agreement.

**SECTION 14. DEFERRED COMPENSATION.** COUNSEL agrees to defer ten percent (10%) of COUNSEL's annual salary in a deferred compensation plan, which is administered by the International City Manager's Association (ICMA) – Retirement Corporation. The CITY shall pay a matching sum, equal to ten percent (10%) of COUNSEL's annual salary, into the deferred compensation plan in equal weekly installments. COUNSEL shall be deemed to be immediately vested with regard to the CITY's matching contribution, and shall have control as to which plan the matching funds may be located into, subject to ICMA – Retirement Corporation-imposed limitations. The CITY shall execute such agreements as may be necessary for COUNSEL to participate and in the deferred compensation plan and for the CITY to provide the matching funds referenced above. COUNSEL shall have the right but not the obligation to defer additional portions of COUNSEL's salary in either the 401(a) or 457 plans which have been adopted by the City Council.

**SECTION 15. HEALTH AND DISABILITY INSURANCE.**

- (a) CITY shall provide health insurance to COUNSEL and COUNSEL's dependents under the same terms and conditions, including with respect to co-payment of premiums, as are offered to other CITY employees.
- (b) In addition, the City shall annually contribute up to \$2,000.00 per year toward the cost of a long term disability income protection plan for COUNSEL's benefit. COUNSEL shall be eligible to apply these sums toward participation in any such program which may be offered through the CITY, or COUNSEL may apply this sum toward the purchase of another plan of COUNSEL's choosing. COUNSEL may only use the sum described to pay policy premiums on such a plan. The city shall reimburse COUNSEL upon the CITY'S receipt of proof of payment by COUNSEL.

**SECTION 16. OTHER TERMS AND CONDITIONS.**

- (a) The City Council shall fix any other terms and conditions of employment as it may from time to time determine, relating to COUNSEL's performance; provided, however, that such terms and conditions are not inconsistent with this Agreement or any law.
- (b) All provisions of the City Code of Ordinance and the City's personnel regulations and rules adopted pursuant thereto, relating

to annual and sick leave, holidays, deferred compensation, retirement and pension system, and other fringe benefits as these provisions now exist or may hereinafter be amended, shall also apply to COUNSEL as they would apply to "Administrative Officials" as defined in Section 2-186 of the Code of Ordinances, unless such provisions conflict with this Agreement.

- (a) COUNSEL shall be permitted to initially staff the City Attorney's operations with one legal secretary, Linda Sheridan, one paralegal, Linda Johnson (subject to compliance with the City of Port Orange personnel procedures and the City Manager's approval), and one attorney, COUNSEL. In February 2001, COUNSEL shall provide the CITY with a report and recommendation on future staffing of the City Attorney's operations.
- (b) This Agreement shall not be assignable.
- (c) This Agreement supersedes all prior agreements and understandings by and between COUNSEL and the City regarding the provision by COUNSEL of legal services to the CITY; provided, however, that COUNSEL shall be entitled to payment for any legal services rendered to the CITY prior to the effective date of this Agreement, in accordance with the terms of any written agreement regarding such services. No modification or change to this Agreement shall be binding upon the parties hereto unless in writing and executed by the parties to be bound hereby. Only the City Council shall have authority to bind the CITY to any such written modification or change.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals on the day and year as noted thereby.

CITY OF PORT ORANGE, a municipal corporation

By:

  
Dorothy L. Hukill, Mayor

Attest:

  
Kenneth W. Parker, City Manager

Date:

8/28/2000

COUNSEL

By:

  
Margaret T. Roberts

Date:

August 25, 2000



## ASSIGNMENT

This Assignment is entered into the day and year set forth hereafter by and between the City of Daytona Beach Shores, a Florida municipal corporation, hereinafter referred to as the "Client", and the City of Port Orange, a Florida municipal corporation, hereinafter referred to as the "Assignee" and Margaret T. Roberts, individually and as President of Margaret T. Roberts, P. A., a Florida corporation, hereinafter referred to as the "Assignor". The above named entities shall collectively be referred to as the "Parties".

Whereas, the Assignor has served as the City Attorney for the City of Daytona Beach Shores pursuant to the terms of that certain agreement dated April 2, 1999, hereafter referred to as the "Agreement", and

Whereas, the Assignor, as an individual will become the City Attorney and an employee of the City of Port Orange on September 1, 2000, and

Whereas, the parties recognize the need for a transition period to enable the City of Daytona Beach Shores to secure other legal services and to appoint a City Attorney, and

Whereas, during the transition period the parties desire to authorize the Assignor, to provide legal services as the City Attorney for the City of Daytona Beach Shores, and

Whereas, the parties intend that the transition period shall terminate on or before December 31, 2000 , and

Whereas, the parties desire to assign certain rights, duties and responsibilities under the Agreement as set forth in more particular in this Assignment.

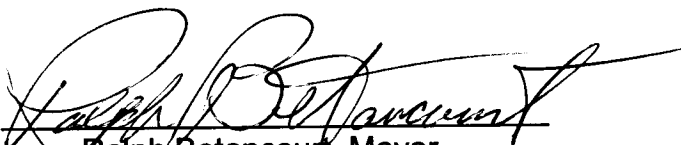
Now, therefore, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, receipt whereof is hereby acknowledged the parties agree as follows:

1. The foregoing premises are true and correct and are incorporated herein by reference.
2. The Assignor hereby assigns to the Assignee, City of Port Orange the right to receive the Compensation as set forth in the Agreement upon submittal of the billing as prescribed in the Agreement,
3. Assignor agrees to continue to perform the scope of services and to abide by the terms of the Agreement subsequent to September 1, 2000 while this Assignment is effective.

4. The Assignor shall be entitled to withdraw from representation of the City of Daytona Beach Shores and the City of Port Orange on any particular matter in the event of a potential conflict of interest between the parties.
5. This Assignment shall become effective on September 1, 2000 and shall continue until December 31, 2000, whereupon the Agreement shall be terminated, unless the Client gives prior written notice of its intention to sooner terminate the Agreement.
6. The Client agrees upon execution of this Assignment that Assignor has complied with the terms of the Agreement for notice of termination.
7. The Assignor shall be entitled to utilize the offices, supplies and equipment of the City of Port Orange for the purpose of fulfilling the terms of the Agreement consistent with this Assignment.
8. All of the terms and provisions of the Agreement shall remain in full force and effect, except to the extent that the terms and provisions are modified herein.

In witness hereof the parties have executed this document.

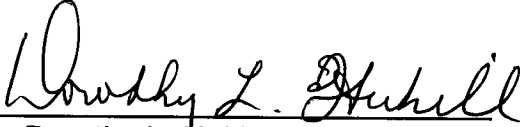
CITY OF DAYTONA BEACH SHORES,  
a Florida municipal corporation

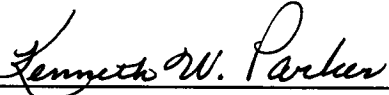
BY:   
Ralph Betancourt, Mayor

ATTEST:   
Michael T. Booker, City Manager

Date: 10/2/00

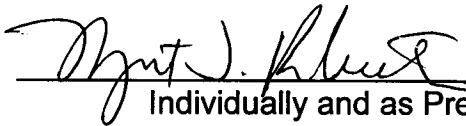
CITY OF PORT ORANGE, a Florida  
municipal corporation

BY:   
Dorothy L. Hukill, Mayor

ATTEST:   
Kenneth W. Parker, City Manager

Date: 11 - 29 - 00

MARGARET T. ROBERTS

  
Individually and as President of  
Margaret T. Roberts, P. A.

Date: August 25, 2000