REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

NOVEMBER 7, 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 - Pastor Tom Nelson of First United Methodist Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
   a. October 16, 2018 - Regular City Council Meeting
   b. October 23, 2018 - City Council Special Meeting/Workshop Minutes
7. Bid Awards and Contract Items
   a. Waiver of formal bidding and Approval to extend Contract with Universal Towing
8. Resolution No. 18-47 - Approval of Grant Agreement for $327,971 for 2018-2019 U.S. Housing and Urban Development Community Development Block Grant
9. Resolution No. 18-51 - Budget Appropriations (FY19)
10. City Attorney's Report for Potential Special Legal Counsel during FY2019
11. 128 Royal Palm-Request a Repayment Agreement with Lien on Manufactured Home
12. Approval of Memorandum of Understanding (MOU) with the National Association of Government Employees (NAGE)

C. CITIZEN PARTICIPATION (Agenda)

13. Request to Reduce Lien at 434 Leslie Dr.
14. Fee Waiver request Riverwalk Park Event

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

E. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

16. Report from KemperSports on the Cypress Head Golf
17. Environmental Advisory Board Report

G. PUBLIC HEARING

18. Second Reading - Ordinance No. 2018-27 - Shopping Carts (Continued from October 16, 2018)

H. REGULAR AGENDA

19. Approval to negotiate with top ranked vendor for ERP

I. COMMENTS

20. City Attorney Comments
21. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

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

K. ADJOURNMENT

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE.

PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.

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

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: No

SUBJECT: (B4) Public Comments on Consent Agenda Items Only

DEPARTMENT: System Administrator

GOAL:

RECOMMENDED MOTION:

SUMMARY:

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick Created/Initiated - 10/18/2018

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FL. 32129
OCTOBER 16, 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.

Invocation – Reverend Glenn Rice, Port Orange United Church of Christ.

Pledge of Allegiance

Roll Call	Present:	Councilman Bob Ford Councilman Chase Tramont Councilman Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson Deputy City Attorney Matthew Jones City Clerk's Office Deanna Massey

Mayor Burnette introduced the 2018 Port Orange Commerce Leadership Class. He thanked the class for visiting.

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

There were none.

5. Agenda Approval

There were no changes requested by Council.

6. Approval of Minutes
   a) October 2, 2018 -Regular City Council Meeting
7. Bid Awards and Contract Items
   a) Approval of Addendum No. 2 to engagement Letter with Gray Robinson Relating to Wireless Communication Towers and Facilities.
   b) Approval of FY2019 Expenditures for CentralSquare Technologies, Inc. (f/k/a Superion, Inc./ SunGard Public Sector, Inc.) and delegating authorization to the City Manager for execution of all related documents.
   c) Approval of FY2019 Expenditure Authorization for AT&T Mobility Wireless Communication Services & Equipment.

8. Resolution No. 18-44 – Approval of Grant Agreement for $644,250 from Federal Emergency Management Agency for the Virginia Avenue and Monroe Street Drainage and Water Quality Project.
9. Resolution No. 18-45 – Approval of Grant Agreement for $750,000 from Florida Department of Environmental Protection for the Port Orange Flooding Mitigation and Stormwater Improvements.
10. Resolution No. 18-48 – Ratifying and Accepting $3,000 grant from Target Corporation for Shop with A Cop Program.
11. Resolution No. 18-49- Budget Appropriation (FY2018)
12. Resolution No. 18-50- Acceptance of Deed of Dedication for public purposes along the North side of Herbert Street, adjacent to 3658 Nova Road.
13. Major Special Event- Christmas Tree Sales at Dunlawton Square Shopping Center located at 3813 Nova Road.
14. Renewal #1 of the License Agreement with Sandy Point Progressive Sports LLC for water recreation services at Riverwalk Park.
15. Approval of a License Agreement at 215 Fox Place
16. Approval to Submit Grant Application for Florida Department of Law Enforcement Edward Byrne Memorial Justice Assistance Grant Direct (JAGD) Program.
17. Approval to Submit Grant Application for Federal Emergency Management Agency's Assistance to Firefighters Program.

Motion to approve the Consent Agenda as presented was made by Councilman Drew Bastian and seconded by Councilman Chase Tramont. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

18. Request for Utility Lien Reduction for 5204 Sydney Street.

Tia Graves, a representative from the JNG Property Group, advised Council that on October 17, 2017, JNG Property Group purchased this property at a tax deed sale. The proceeds of the sale were applied to outstanding balances associated with the property, leaving a balance due on the utility lien of $4,450.25 as of June 1, 2018. Application of the tax deed proceeds are detailed in the City's letter to JNG Properties dated May 25, 2018. Per diem charges are accruing at a daily rate of $1.06 which includes availability fees, interest, and penalties. On September 18, 2018 the amount due had increased to $4,565.72 per the City's account analysis. JNG Property Group LLC is seeking a lien adjustment for both the utility and code enforcement liens on this property.

Mayor Burnette asked the City Manager what the code enforcement appeal process was for liens. Jake Johansson, City Manager, replied that this property was heard and ruled on by the Special Magistrate. The City had a hard time getting ahold of JNG Property Group.

Ms. Graves asked that the City consider removing the interest part of the lien on the property.

Mayor Burnette has a concern about reducing utility liens because it can have a negative impact on the City's bond status.

Councilman Tramont appreciates what she is doing by cleaning up the properties but doesn't like to waive fees due to the possible tax increase to other customers.

Mr. Johansson stated that staff maintains the bond rating, and whatever is waived from the general fund, the City will have to cover.

> Motion to approve the utility lien reduction for 5204 Sydney Street was made by Vice Mayor Scott Stiltner and seconded by Councilman Chase Tramont. Motion failed unanimously by roll call vote.
>
> Motion to reduce the property lien for 5204 Sydney Street to $1,000.00 for the code enforcement violation was made by Councilman Bob Ford and seconded by Vice Mayor Scott Stiltner. Motion carried 4-1 with Councilman Bob Ford, Councilman Drew Bastian, Vice Mayor Scott Stiltner, and Mayor Donald Burnette voting yes and Councilman Chase Tramont voting no.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Jim Schultz, citizen, presented information regarding sepsis as a public service announcement.

Patricia Gadbaw spoke on behalf of the League of Women Voters of Volusia County regarding Amendment 10 and their concerns regarding a threat to local control of our County governmental structure.

COUNCIL COMMENTS

19. Comments/Concerns from Council Members

Councilman Tramont complemented the City's staff on the grants they have obtained recently.

Mayor Burnette complemented the City's new Grants Manager Amanda Lasecki and how great of a job is being done.

Councilman Bastian spoke on Biketoberfest and reminded everyone to be aware of the bikers and to be safe.

Mayor Burnette spoke on how well the Family Days event went and how clean the staff kept the grounds. He mentioned the passing of Senator Dorothy Hukill.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

20. Citizen Advisory Committee for TPO.

Bobby Ball provided an update on the Committee. He invited the City to a few workshops that are coming up.

PUBLIC HEARING

21. Second Reading - Ordinance No. 2018-26- LDC Text Amendment Chapter 17, Section 26 – GPU Zoning District.

Mayor Burnette read Ordinance No. 2018-26.

ORDINANCE NO. 2018-26

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE CITY OF PORT ORANGE LAND DEVELOPMENT CODE; AMENDING CHAPTER 17, SECTION 26, TO REMOVE THE CHANGE OF USE PUBLICATION AND HEARING PROCEDURE FOR PERMITTED USES IN THE GOVERNMENT/PUBLIC USE ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Motion to adopt Ordinance No. 2018-26 was made by Councilman Drew Bastian and seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

22. Second Reading - Ordinance No. 2018-27 - Port Orange Police Pension Plan Increasing Equities Investment Limit

Mayor Burnette read Ordinance No. 2018-27

ORDINANCE NO. 2018-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 18, TO ESTABLISH A NEW ARTICLE XIV ADOPTING SHOPPING CART REGULATIONS RELATED TO SIGNAGE, ONSITE RETENTION MEASURES, AND RETRIEVAL PLANS; PROVIDING PROCEDURES FOR SHOPPING CARTS FOUND ON PUBLIC PROPERTY; PROVIDING FOR PENALTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2018-27 was made by Councilman Drew Bastian and seconded by Vice Mayor Scott Stiltner.

Adam Miller, Store Manager at Lowes Department Stores, asked for more time and research to be done.

Councilman Stiltner believes it is important for retailers to help by working with the City.

Councilman Ford suggested this method but to re-visit it and discuss any problems that may arise, if any arise.

Councilman Tramont is not a fan of creating any burden to businesses and would be interested in learning more.

Mayor Burnette stated this is meant to correct a behavior not to make money off anyone.

Mr. Johansson stated the research has been done and there are a lot of cities that already do this. Day after day the same shopping carts are left around the City and the big box companies do not come and pick them up.

Mr. Miller feels his store takes care of their shopping carts; therefore, they shouldn't have to pay for others. He mentioned Lowes will have to make a large investment if this Ordinance passes.

Matthew Hughes, General Manager for BJ's, spoke on his primary concern of monitoring the carts. They count their carts every 60 days and rarely have any missing.

Councilman Tramont asked for clarification on who would be fined if someone steals the cart from the store.

Mr. Jones clarified the Ordinance and stated it asks the retailers to put measures in place which would not allow the carts to be taken off the property.

Mr. Johansson spoke on structuring the Ordinance in a way where the city can give warnings to businesses first before issuing a fine.

Motion to withdraw the motion to approve Ordinance No. 2018-27 was made by Councilman Drew Bastian and seconded by Vice Mayor Scott Stiltner.

Motion was made to continue Ordinance No. 2018-27 to November 7, 2018 was made by Councilman Drew Bastian and seconded by Councilman Chase Tramont. Motion carried unanimously by voice vote.

REGULAR AGENDA

23. 3349 Shamrock Drive- License Agreement (Dock).

Mr. Johansson spoke on the License Agreement with 3349 Shamrock Drive. He stated the agreement was approved in the fall of 2017. The applicant did everything correctly; however, it became apparent that the community was not aware of the License Agreement or changed their minds. He spoke on a meeting that was held on October 3, 2018 with approximately 45 residents in the neighborhood. It was recommended by staff that the dock be disassembled by the City and the City reimburse the applicant providing he has receipts.

Mr. Johansson stated the following people support staff's recommendations; Lawrence and Pamela Bean, Elmer and Barber Most, Sandy and Kevin London, Jim and Judy Bowen, William and Tammy Graves, Richard Patterson, Amre Sammakia, Patricia Gadbaw, Dennis and Lisa Park.

Vice Mayor Scott Stiltner stated that the City doesn't always get it right, and when they don't they will fix it.

Citizens expressed their concerns with the dock.

Terry Rowe, 3349 Shamrock Drive, doesn't own the land; he owns the dock. He feels the City made a mistake and he shouldn't have to bear the burden and cost after spending four years on this project.

Motion to authorize the City Manager to terminate the License Agreement in accordance with the License Agreement,

remove the improvements installed in accordance with the License Agreement, and reimburse Mr. and Mrs. Rowe for the costs of permitting and constructing those improvements subject to their execution of a full release prepared by the City Attorney's Office as recommended by Staff was made by Vice Mayor Scott Stiltner, and Seconded by Councilman Drew Bastian.

Councilman Bastian stated after the applicant went through the entire process it seems like a waste for the City to take it down. Vice Mayor Stiltner advised the dock is restricting access to the canal.

Councilman Tramont stated this is a hard decision for him. He would rather be right than consistent.

Councilman Ford did not originally understand the impact it would have when they voted on the two docks.

Motion carried 4-1 with Councilman Bob Ford, Councilman Chase Tramont, Vice Mayor Scott Stiltner, and Mayor Burnette voting yes and Councilman Drew Bastian voting no.

COMMENTS

24. City Attorney Comments - There were none.

25. City Manager Comments - There were none.

COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

a) ArtHaus - Councilman Ford spoke on the street art that was done during the Family Days event and stated ArtHaus has been asked to join the expansion in the Echo Grant with the recreation department.
b) First Step - Councilman Tramont provided details from the meeting.
c) Port Orange/South Daytona Chamber of Commerce - Mayor Burnette provided details of upcoming events.
d) Roundtable of Elected Officials - Mayor Burnette stated they did not meet this month.

ADJOURNMENT – 8:20 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, CMC, City Clerk

CITY COUNCIL WORKSHOP MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
OCTOBER 23, 2018

THE CITY COUNCIL WORKSHOP MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance

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

Mayor Burnette asked Mr. Johansson to update them on the water break and the flooded home on Spruce View. Mr. Johansson provided an update as to the insurance claims and the family being out of a home. Staff has mitigated the mold and water at the home. He has issued an emergency purchase order to cover the costs of the repairs. Ratification of the emergency repairs will be brought to Council on November 13, 2018. The home is currently being dried out. It may take two months for them to get back in their home. Council agreed the City should do the right thing and help the family.

ACTION ITEMS

4. Stantec Consulting Services, Inc. - Change Order No 2 to the Standard Contract for Services

Motion to approve as presented was made by Councilman Drew Bastian and Seconded by Councilman Chase Tramont.

Mr. Johansson advised this extension is to allow additional time and is being requested by the City. Direction is being requested later during this meeting. Mr. Johansson wasn't comfortable moving forward without Council direction.

Motion carried 4-1 by roll call vote with Vice Mayor Scott Stiltner voting no.

DISCUSSION ITEMS

5. Grants Update

Amanda Lasecki, Grants Manager, provided an update on the current and closed grants for FY2018, as well as the projects to be completed with the grant money. She also discussed the FY2019 grants in progress. Council thanked Ms. Lasecki and supports shovel ready projects.

6. Stormwater Methodology Update

Isla Barnes, Stantec Consulting, discussed their background and the scope of their contract, as well as revenue requirements, impervious area analysis, fee development and surveys. She asked Council to consider a change in the ERU definition based on County appraiser data, a 4-tiered fee for SFR, an annual inflationary fee increase, and impervious area calculation changes. She discussed the next steps with Council. Council is not agreeable to the 4 tiers as presented and would like to see a phased in approach. Mr. Johansson said the numbers can be leveled out more so the smaller homes and trailers are paying their fair share and not paying the same as larger homes with larger impervious areas.

Tracey Riehm, Finance Director, discussed the need for consistency and how the fees and data have been collected in the past.

Council discussed the tiered methodology further and wants to be equitable.

Katherine Grady, Sweetwater Blvd, would be interested in hearing more about a base rate with surcharges. She would like to see a rate that is lower for widows, as she has had to live off one income since her husband passed.

Sarah Jones, Woodfield Drive, supports the methodology of paying your fair share.

7. Tree Ordinance Summary

Tim Burman, Community Development Director, discussed the recommendation from the Environmental Advisory Board relating to changes in the tree ordinance. If Council is in agreement, he will bring them back as code changes. Council agreed to move forward with the changes as long as Community Development is in agreement and has flushed out the consequences. They do not want to take money from the wellfields.

John Macaluso, Chairman of the Environmental Advisory Board, thanked Staff and the Board for their work. He believes the recommendations are good ones.

Derek LaMontagne, Board Member, mentioned a few additional items he believes were discussed by the Board, including a new classification for private protected trees outside of buffers as well. He would like something included to discourage burning.

Ms. Jones would like to see the PowerPoints and additional materials added to the agenda packets, minutes, or some other way to provide them to the public.

8. Update on the St. Johns River to Sea (SJR2C) Loop Trail

Mr. Burman updated Council on the loop trail being built. The trail was going along Halifax Drive and the river; however, after public comments and further review, an alternate route option was discussed. Council agreed with the alternate route to keep it closer to the river.

9. LED Street Light Update

Ms. Stevens discussed the plan for changing to LED street lights in the city. This will include only City streets. FPL owns the light and the City pays for the costs already. There will be no change in the costs the City pays to FPL currently. Larry Volenec, FPL, thanked Staff for their work relating to this project.

10. Discussion Regarding Resolution Electing to Use the Uniform Method of Collecting Non-Ad Valorem Special Assessments

Alan Rosen, Assistant City Manager, discussed Amendment 1 and a fire service fee option to cover the reduction if Amendment #1 passes in the November 2018 elections. He asked Council to agree to preserve this method of collection, so staff can move forward with the process. Council agreed to keep the options open but want to ensure the fee would be revenue neutral with the tax reduction.

Mr. Johansson advised Council of the Fire Staff that has gone to the Panhandle to help with the clean-up efforts after Hurricane Michael. Carol Russell, Florida City/County Management Association, asked for other assistance such as Building Inspectors, clerical help, etc. He will provide a list of what we can provide to help and what the impact to our organization will be.

ADJOURNMENT – 8:42 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, CMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: Yes

SUBJECT: (B7a) Waiver of formal bidding and Approval to extend Contract with Universal Towing

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to waive formal bidding and extend the Universal Towing contract to May 2019, subject to execution of the extension by the Vendor.

SUMMARY: The Police Department requests a six month extension to the Universal Towing contract for the same terms and conditions as the last contract year. The additional extension will permit formal bidding of this revenue generating contract. The Purchasing Manager has reviewed the request and supports an extension to allow for the bidding process to be completed by the first council meeting in May 2019.
The Vendor is in agreement with the extension.

The proposed extension shifts this contract to a mid year cycle that will reduce the purchasing/contract volume at year end.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	2018 Extension Agreement No. 3	2018 Extension Agreement No. 3.pdf
2.	Contract-Universal Towing Ext No 2	Contract-Universal Towing Ext No 2.pdf
3.	Amendment and Extension No 1	Amendment and Extension No 1.pdf
4.	Wrecker Service Agreement	Wrecker Service Agreement.pdf

Beth Unruh	Created/Initiated - 10/05/2018
William Proctor	Approved - 10/08/2018
Thomas Grimaldi	Approved - 10/09/2018
James Tillman	Approved - 10/10/2018
Tracey Riehm	Approved - 10/26/2018
Margaret Roberts	Approved - 10/26/2018
Jake Johansson	Approved - 10/27/2018
Robin Fenwick	Final Approval - 10/29/2018

EXTENSION NO. 3
TO WRECKER SERVICE AGREEMENT

THIS EXTENSION NO. 3 TO WRECKER SERVICE AGREEMENT ("Extension") entered into this _____ day of _____, 2018, by and between the **City of Port Orange, Florida**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **Universal Towing, Inc.**, a Florida corporation whose principal address is 542 LPGA Boulevard, Holly Hill, Florida 32117, hereinafter referred to as "Towing Company." The City and the Towing Company are collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties entered into a Wrecker Service Agreement on August 18, 2015 (the "Agreement") and continued until November 9, 2016; and

WHEREAS, the Agreement provides for up to two (2) optional one-year extensions upon mutual written agreement of the Parties on the same terms and conditions as the Contract; and

WHEREAS, on the 1st day of November, 2016, the Parties entered into an Amendment and Extension to the Wrecker Services Agreement, to include a new section regarding public records compliance in accordance with State Law; to add greater specificity to the billing parameters and provide for liquidated damages; and to extend the Agreement for an additional one-year period commencing on November 10, 2016 and continuing until November 9, 2017;

WHEREAS, on the 29th day of November 2017, the Parties extended the term of the Agreement for and final one-year term, commencing on November 10, 2017 and continuing until November 9, 2018; and

WHERAS, the Parties desire to extend the term of the Agreement for an additional six-month term, to allow for contract bidding, commencing on November 10, 2018 and continuing until May 9, 2019; and

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

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

1. The term of the Agreement as amended is hereby extended for a six-month period commencing on November 10, 2018 and continuing until May 9, 2019.

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

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

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

Witnesses:

UNIVERSAL TOWING, INC.

By:_____
Laurie A. Campagnuolo, 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:_____

_____
Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by Laurie A. Campagnuolo, as President of Universal Towing, 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

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

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:

_____ By:_____

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

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Robin L. Fenwick, as City Clerk of the City of Port Orange, 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:

EXTENSION NO. 2
TO WRECKER SERVICE AGREEMENT

THIS EXTENSION NO. 2 TO WRECKER SERVICE AGREEMENT ("Extension") entered into this 29 day of November, 2017, by and between the **City of Port Orange, Florida**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **Universal Towing, Inc.**, a Florida corporation whose principal address is 542 LPGA Boulevard, Holly Hill, Florida 32117, hereinafter referred to as "Towing Company." The City and the Towing Company are collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties entered into a Wrecker Service Agreement on August 18, 2015 (the "Agreement") and continued until November 9, 2016; and

WHEREAS, the Agreement provides for up to two (2) optional one-year extensions upon mutual written agreement of the Parties on the same terms and conditions as the Contract; and

WHEREAS, on the 1st day of November, 2016, the Parties entered into an Amendment and Extension to the Wrecker Services Agreement, to include a new section regarding public records compliance in accordance with State Law; to add greater specificity to the billing parameters and provide for liquidated damages; and to extend the Agreement for an additional one-year period commencing on November 10, 2016 and continuing until November 9, 2017;

WHEREAS, the Parties desire to extend the term of the Agreement for an additional and final one-year term, commencing on November 10, 2017 and continuing until November 9, 2018; and

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

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

1. The term of the Agreement as amended is hereby extended for a one-year period commencing on November 10, 2017 and continuing until November 9, 2018.

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

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

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

Witnesses:

Printed Name:

Printed Name:

UNIVERSAL TOWING, INC.

By:
Laurie A. Campagnuolo, 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.

Date: 10/25/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of OCT, 2017 by Laurie A. Campagnuolo, as President of Universal Towing, 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:

KIMBERLY NORTON
Notary Public - State of Florida
Commission # FF 902587
My Comm. Expires Nov 16, 2019

Witnesses:

CITY OF PORT ORANGE

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

By: M.H.J.
M.H. Johansson, City Manager

Michelle Cusella
Printed Name: Michelle Cusella

Date: 11/29/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

MICHELLE L. CUSELLA
Commission # GG 115299
Expires June 15, 2021
Bonded Thru Budget Notary Services

Michelle Cusella
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Michelle Cusella
Printed Name: Michelle Cusella

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

Kiley Provenzano
Printed Name: Kiley Provenzano

Date: 11/29/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of November, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

MICHELLE L. CUSELLA
Commission # GG 115299
Expires June 15, 2021
Bonded Thru Budget Notary Services

Michelle Cusella
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

AMENDMENT AND EXTENSION TO WRECKER SERVICE AGREEMENT

THIS AMENDMENT AND EXTENSION TO WRECKER SERVICE AGREEMENT ("Amendment and Extension") entered into this 1st day of November, 2016, by and between the **City of Port Orange, Florida**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **Universal Towing, Inc.**, a Florida corporation whose principal address is 542 LPGA Boulevard, Holly Hill, Florida 32117, hereinafter referred to as "Towing Company." The City and the Towing Company are collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties entered into a Wrecker Service Agreement on August 18, 2015 (the "Agreement"); and

WHEREAS, the term of the Agreement expires on November 9, 2016; and

WHEREAS, the Agreement provides for up to two (2) optional one-year extensions upon mutual written agreement of the Parties on the same terms and conditions as the Contract; and

WHEREAS, the Parties desire to extend the term of the Agreement for an additional one-year term, as set forth in this Amendment and Extension; and

WHEREAS, the Parties desire to amend the Agreement to include a new section regarding public records compliance in accordance with State Law; and

WHEREAS, the Parties desire to amend the Agreement to add greater specificity to the billing parameters and provide for liquidated damages; and

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

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

1. The term of the Agreement is hereby extended for one (1) year, commencing November 10, 2016, and expiring at midnight on November 9, 2017.

2. Paragraph 15 of the Agreement shall be amended to read as follows:

15. Itemized Statements

a. Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle.

b. An itemized statement shall include, at a minimum a detailed description of the work performed and/or services provided by the Towing Company and the applicable amount charged to the patron in accordance with Resolution No. 15-13. Any services provided by the Towing Company to the patron upon the patron's request shall be identified as such on the itemized statement by using the term "customer request" followed by a description of the work performed at the request of the customer.

c. The City shall periodically audit Towing Company billing to ensure compliance with this Agreement. During any twelve (12) month period, failure by the Towing Company to provide itemized billing statements in accordance with this section shall result in a progressive liquidated damages charge (for the City's estimated costs as a result of billing issues) and up to termination, as follows:

First Offense	$50.00
Second Offense	$100.00
Third Offense	$150.00
Fourth Offense	Suspension and up to termination

3. Paragraph 24 of the Agreement shall be amended to read as follows:

24. Misleading, Dishonest, and Illegal Practices

a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, and shall charge owners of vehicles only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.

b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action as provided by Section 23 herein.

c. The Towing Company shall remedy any overcharge or unauthorized billing immediately by reimbursing the overage or unauthorized amount to the patron billed. In addition to the reimbursement of any overages to the patron, during any twelve (12) month period, any overcharge or unauthorized billing shall result in a progressive liquidated damages charge (for the City's estimated costs as a result of billing issues) and up to termination, as follows:

First Offense	$50.00
Second Offense	$100.00
Third Offense	$150.00
Fourth Offense	Suspension and up to termination

4. The Agreement is hereby amended to add the following paragraph:

26. Public Records Compliance

a. Towing Company shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(1) Keep and maintain public records required by the City to perform the service.

(2) 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.

(3) 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 Agreement term and following completion of the Agreement if the Towing Company does not transfer the records to the City.

(4) Upon completion of the Agreement, Towing Company shall transfer to the City, at no cost, all public records in possession of the Towing Company 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.

b. If Towing Company does not comply with a public records request, the City shall deem the non-compliance a breach of this Agreement, and the Towing Company may be subject to penalties under Section 119.10, Florida Statutes.

TOWING COMPANY QUESTIONS RELATING TO TOWING COMPANY'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT SHALL 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

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

Witnesses:

Printed Name: FRED Campagnuolo

Printed Name: Leslie Guest

UNIVERSAL TOWING, INC.

By: L Campagnuolo

Laurie A. Campagnuolo, 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.

Date: 10-13-16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13 day of Oct, 2016 by Laurie A. Campagnuolo, as President of Universal Towing, Inc., a Florida corporation, and who:

[Notary: Please select one]

☐ is personally known to me; or

☑ has produced C512521698500 FLDL # as identification.

KIMBERLY NORTON
Notary Public - State of Florida
Commission # FF 902587
My Comm. Expires Nov 16, 2019

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

Printed Name: Barbara J. Abbate

Printed Name: Kelly McQuillen

STATE OF FLORIDA
COUNTY OF VOLUSIA

CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

Date: 11/1/2016

The foregoing instrument was acknowledged before me this 1st day of November, 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.

KELLY MCQUILLEN
MY COMMISSION # FF 981362
EXPIRES: April 12, 2020
Bonded Thru Budget Notary Service

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

Witnesses:

Printed Name: Barbara J. Abbate

Printed Name: Kelly McQuillen

STATE OF FLORIDA
COUNTY OF VOLUSIA

ATTEST:

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

Date: 11/1/2016

The foregoing instrument was acknowledged before me this 1st day of November, 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.

KELLY MCQUILLEN
MY COMMISSION # FF 981362
EXPIRES: April 12, 2020
Bonded Thru Budget Notary Services

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

WRECKER SERVICE AGREEMENT

THIS AGREEMENT entered into this 18 day of August, 2015, by and between the **CITY OF PORT ORANGE, FLORIDA**, a municipal corporation, located at 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as "City" and **UNIVERSAL TOWING, INC.**, a Florida corporation whose principal address is 542 LPGA Boulevard, Holly Hill, Florida 32117, hereinafter referred to as "Towing Company," in consideration of the mutual covenants contained herein, and subject to the terms and conditions listed below:

WITNESSETH

1. The Towing Company shall provide the following services:

   a. When so authorized by a representative of the City, the Towing Company shall provide for the towing and storage, when required, of motor vehicles and trailers from public or private property lying within the City of Port Orange.

   b. When authorized by a representative of the City, the Towing Company shall provide for the towing and storage of any motor vehicle, trailer, motorcycle, or motor scooter which is towed under the provisions of Chapter 70 or other applicable provisions of the Code of the City of Port Orange covering the removal and/or impounding of illegally parked or disabled vehicles, applicable State Statutes, or which is otherwise impounded or required to be moved by or at the direction of a police officer, from the point of origin to the place of business of the Towing Company, and provide for the towing and storage of any vehicle or trailer from the scene of an accident to a location within the City, as designated by the owner of the vehicle (which may be a place of business other than the place of business of the Towing Company).

   c. When authorized by a representative of the City, the Towing Company shall tow and/or service the following vehicles at no charge to the City: (1) Police Department or Fire Department vehicles, owned or leased; and (2) vehicles seized under Chapter 932, Florida Statutes.

      All other City owned or leased disabled vehicles shall be towed and/or serviced at no charge excluding refuse collection vehicles and vehicles leased by the City where the Lessor is responsible for the towing/servicing.

      Any disabled city owned or leased vehicle that shall be towed shall be removed from its point of disability (within a twenty (20) mile radius of the City limits to any point within the City) as may be directed by the City.

d. The Towing Company shall, at no cost to the City, promptly clean all debris off the public streets, ways, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any motor vehicle accident if the accident scene is to be, is being, or has been serviced by the Towing Company.

e. The Towing Company guarantees that wrecker service shall be rendered at any and all times, as required by this Agreement, twenty-four (24) hours a day, seven (7) days a week, including holidays, and that personnel shall be subject to call at any and all times. The Towing Company further guarantees that, for all emergency response calls, it shall be at the requested location within the City limits within twenty (20) minutes from the time the Towing Company, its representative, or answering service receives a call requesting that a wrecker be dispatched. The time shall not exceed twenty (20) minutes even during special times (bike week, speed week, spring break, etc.) Wrecker vehicles shall not be parked at private residences within the municipal boundaries of the City of Port Orange. A call for emergency response shall include existing or potential conditions at a scene requiring that vehicles be removed and or roadways cleared as soon as possible in the judgment of the requesting police officer.

f. The Towing Company shall answer expeditiously all calls from the Port Orange Police Department, or other City representative, for on-scene service at accidents and shall immediately remove all debris and obstructions caused by accidents even if actual towing is not required (cleanups).

g. Upon request, the Towing Company shall provide the Port Orange Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by the police.

h. An "Innocent Owner's" vehicle may be towed and stored as a result of a crime. The Chief of Police or his designee shall identify these vehicles to the Towing Company. An "Innocent Owner" is an owner or other person authorized to possess the vehicle who is not the perpetrator of a crime or civil infraction. "Innocent Owner" vehicles include, but are not limited to, the following:

1) Recovered stolen vehicles;
2) Vehicles that are seized for forensic testing (i.e., sexual batteries, abductions, homicides, etc.) when the owner/operator was not the perpetrator;

3) Vehicles damaged by stop-sticks when the owner/operator of the vehicle was not the intended target;
4) Vehicles damaged in crashes caused by or resulting from the pursuit of a criminal or a criminal flight from apprehension where the owner/operator was not involved.

NOTE: "Innocent Owners" shall not include those persons whose vehicles are determined by the Chief of Police or his designee to have been stolen by an immediate family member, where it is reasonably believed that the vehicle was exchanged by the owner/operator for illegal controlled substances, or where the vehicle is used in the commission of a crime, and the suspect is operating the vehicle with the implied or actual consent of the owner.

i. If a victim meets the definition of an "Innocent Owner" and has no insurance or has a deductible of seventy-five ($75.00) dollars or more, the Towing Company shall charge the "Innocent Owner" a fee not to exceed seventy-five ($75.00) dollars. The Towing Company can charge additional costs to the "Innocent Owner's" insurance carrier or to some other insurance company who is liable for those costs, but in no event will the "Innocent Owner" be responsible to pay more than seventy-five ($75.00) dollars out of pocket for the cost of towing and the first seventy-two (72) hours of storage. The rate for subsequent storage shall be as stated in Section 3 (Rate Charged Owners). The "per tow" fee shall not apply to "Innocent Owner" tows.

j. All services rendered by the Towing Company under this Section 1 shall be at no expense to the City, unless specifically provided otherwise.

2. Payment to the City

In consideration of the Towing Company being called by the City for the term as provided in Section 3 below, the Towing Company shall pay monthly to the City, beginning December 10, 2015, the sum of Eight Thousand Six Hundred and 00/100 Dollars ($8,600.00) per month, so long as this Agreement is in effect.

3. Term

a. The term of this Agreement shall begin November 10, 2015, and end November 9, 2016.

b. Extension - The City shall have the option of extending this contract for two (2) consecutive twelve-month periods: (1) The first extension period beginning on November 10, 2016 and ending on November 9, 2017 and shall include a 2% increase; (2) The second extension period beginning on November 10, 2017 and ending on November 9, 2018 and shall include a

2% increase.

c. It is further understood by the parties to this Agreement that in the event the Towing Company is unable to respond to a call with one of its own wreckers, it is still responsible for providing a wrecker during the term of this Agreement. It may utilize a wrecker from any other wrecker company licensed in the City, the County, or any other municipality located in Volusia County. In such cases, the substitute wrecker shall comply with the terms agreed upon herein.

4. Rate Charged Owners and the City

a The Towing Company may not charge the owner of the vehicle being towed or stored over the maximum rates as established by Resolution of the City Council of the City of Port Orange, No.15-13; a copy of the Resolution is attached as Exhibit "A".

b. The City shall not be liable in the event of nonpayment by the owner of the vehicle being towed.

c. Charging rates in excess of the legal maximum rate, shall be considered a breach of this Agreement and shall be grounds for termination as provided in paragraph 23.

d. The rates for towing/servicing of City owned/leased vehicles shall be as outlined previously in Paragraph 1.c. The City shall not be charged for any services rendered to it under this agreement except as specifically provided under this agreement.

e. Towing Company agrees to tow abandoned or junked vehicles at no charge to the City, and City shall surrender all salvage rights to the vehicle to Towing Company and shall retain no liens upon the vehicle.

f. The services specified in Section 1 of this Agreement shall be provided at no cost to the owner of the towed vehicle whenever the City determines that the vehicle was towed in error at the request of the City. The City, in such a case, shall not be responsible for payment of towing charges or storage costs.

5. Salvage Rights

In consideration for the services to be provided by the Towing Company, under the terms of this Agreement, the City hereby grants the Towing Company all salvage rights that may be permitted by law on any vehicle which may be towed pursuant to this Agreement and as specifically outlined in Paragraph 4.e, excluding those

vehicles seized and held for possible forfeiture by the City. The City shall not be charged towing charges or storage fees for temporary storage in cases of vehicles seized for forfeiture.

6. Storage Facilities and Office

a. The Towing Company shall maintain an office and a storage garage and/or outside storage facility complying with applicable building, zoning and land use regulations. Such storage facility shall:

(1) Contain a minimum of one hundred (100) spaces in an area which is completely secured and fenced at all times.

(2) Have available a minimum of two (2) spaces inside a building affixed to a permanent foundation for storing vehicles which require police processing. Moveable storage facilities are not acceptable. These spaces shall be maintained to provide protection from the weather and security to preserve the evidence and legal chain of custody for vehicles which require police processing. These spaces shall consist of sufficient space and access for police processing of a vehicle stored therein.

(3) Be located within a **seven (7) mile radius** from the City of Port Orange limits, on the same premises as the office.

b. The Towing Company shall own or lease the property where the office and storage facility are located. In the event that the property is leased, the term of said lease shall be not less than the term of this Agreement or any extension thereof as set forth in Section 3. The Towing Company shall provide a copy of the current lease or deed for prequalification and upon request by the City and upon any extension of the Agreement by the City. The Towing Company shall furnish copies of subsequently effective leases and deeds to the City and shall notify the City within three (3) business days upon receiving notice of cancellation, termination, or non-renewal of any lease and any change in ownership. The City reserves the right to terminate this Agreement in the event of expiration, cancellation, termination, or non-renewal of any lease for the property and any change in ownership.

c. The Towing Company shall have an employee on duty at said storage facility from 7:00 A.M. to 5:00 P.M. Monday through Friday, **excluding legal** holidays **and shall have an employee available on call for Police Department access to said facility out of hours and on holidays**. An employee of the Towing Company shall be on call twenty-four (24) hours a day and able to respond to any call with arrival at the requested location within twenty (20) minutes.

d. Storage facilities shall be in compliance with all state, local and federal regulations. The facility shall be free from trash, rodents, insects and any other cause for contamination of vehicles. The facility shall have comprehensive security to protect property and public that enters the premises. Failure to maintain a clean, safe and secure facility shall subject this Agreement to termination as provided in paragraph 23.

e. Storage facilities shall be subject to inspection upon 24 hours notice by the City and shall be required to obtain approval from the City prior to the award of contract or any extensions thereto. Storage facilities shall be subject to periodic inspections at any time by the Police Chief or his designee during the term of this Agreement when deemed necessary by the City to insure compliance with this Agreement.

f. Vehicles that have been marked "HOLD" for investigative or forfeiture purposes by the Police Department shall be held at the storage facility, unless indicated otherwise, for whatever period of time necessary to properly process the vehicle and finish the investigation, at no charge to the City. Personnel of the Police Department shall be permitted access to such vehicles at any time. Vehicles marked "HOLD" shall be secured and stored in locked enclosed areas with no access by any person except as authorized by the Police Department. The Towing Company shall maintain comprehensive security to protect all stored vehicles and their contents from theft and damage. At such time the City releases the "HOLD", storage fees may begin to accrue against the owner of the vehicle.

7. Wrecker Equipment and Wrecker Company Personnel

a. The Towing Company shall, during the term of this Agreement, own or lease a minimum of four (4) wreckers to provide the services specified in this Agreement. The wreckers shall include: two (2) Class "A" wreckers, one (1) of which shall have four-wheel drive; one (1) Class "C" wrecker; and one (1) car carrier. The wreckers of the Towing Company shall meet the requirements and specifications established and set forth in the Rules of the Police Department attached hereto as Exhibit "B".

b. No owner, partner, employee, or agent of the Towing Company shall have been:

(1) Convicted of any felony within the last ten (10) years.

(2) For the purposes of this section, a conviction shall mean an adjudication of guilt by a court of competent jurisdiction; a plea of guilty or nolo contendere; or a judge's finding or a jury verdict of guilty when adjudication is withheld

and the accused is placed on probation, within the last ten (10) years.

c. The Towing Company shall not hire or retain any wrecker driver, permanently or temporarily, who has been convicted of the offense of driving under the influence of alcohol or any controlled substance or chemical substance to the extent that normal faculties are impaired or driving with an unlawful blood alcohol level, or of any criminal traffic offense, within the last ten (10) years.

d. For prequalification; upon extension of this Agreement and within five business (5) days of hiring any new employees, the Towing Company shall provide written notice to the Police Department of the names, addresses and drivers license numbers of all employees of the Towing Company.

8. Telephone Communications

The Towing Company shall provide cellular telephone communication system between the office and all tow trucks operated by the Towing Company. The Towing Company shall maintain a direct telephone line for incoming police calls.

9. Non-Exclusiveness of Service

The Towing Company agrees that the owner or person in possession of any vehicle that has been incapacitated shall have the opportunity of contacting a wrecker or tow company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the accident or place of incapacity, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

10. Benefits from Repairs

The Towing Company shall not benefit directly or indirectly without the express written consent of the owner of the vehicle, or the owner's designated representative, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any Agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner, or between the Towing Company and a repair facility, shall state the repairs/painting to be done as well as the price and terms of payment therefor.

11. Liability of Towing Company

The liability of the Towing Company for any towed vehicle and all property contained therein shall commence at the time a wrecker is hooked to any vehicle to be towed. The Towing Company or its employee, representative, or agent shall

inventory all personal property contained in the vehicle to be towed or endorse the inventory prepared by the police officer in charge.

12. Personal Property in Vehicles

To the extent provided by law, the Towing Company shall be accountable and liable for damage or loss to all personal property in the vehicles towed and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, except as provided by law. All such personal property shall be returned at once, unless directed otherwise by the City, to the owner or person entitled to legal possession thereof upon proper proof of ownership or right to possession, as provided by law. The determination of the owner or person entitled to legal possession shall be made by the Towing Company. Should the Towing Company release any personal property, the Towing Company shall obtain a receipt for the property from the owner or person entitled to possession thereof.

13. Release of the Vehicle

The Towing Company agrees to release any vehicle, which has not been marked "HOLD" to the proper owner, or person entitled to possession of the vehicle. Any vehicle that has been marked "HOLD" by the Port Orange Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall obtain a receipt for the vehicle. The Towing Company shall deliver to the **Port Orange Police Department, 4545 Clyde Morris Boulevard, Port Orange, FL 32129** by 9:00 a.m. daily a report of all vehicles released the previous day.

14. Posting Charges

The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public with one-inch black lettering on a white background, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Agreement. As to such persons, the Towing Company shall not impose any charges that exceed the legal maximum rate established for the City of Port Orange.

15. Itemized Statements

Should any owner or person entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person offering evidence of title and right to possession with an itemized statement of all charges related to the towing and storage of such vehicle.

16. Indemnification

The Towing Company shall indemnify and hold harmless the City of Port Orange and its agents, officers and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees incurred prior to the filing of a suit and throughout any court proceeding, arising out of or resulting from the work or services or the performance of operations under this Agreement, provided that the claim, damage, loss and expense is caused in whole or in part by any willful or negligent act or omission of the Towing Company, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

17. Insurance

a. Required Insurance:

The Towing Company shall purchase and maintain, at its own expense, the following types and amounts of insurance:

(1) Workers' Compensation Insurance:

Workers' Compensation Insurance for all employees and subcontractors of the Towing Company connected with the work, which is the subject of this Agreement. The insurance required by this provision shall comply fully with the Florida Workers' Compensation Law and include Employers Liability insurance with limits of not less than $500,000 per occurrence or the statutory requirements whichever is greater. No class of employee, including the Towing Company itself, if an individual, shall be excluded from the Workers' Compensation coverage.

(2) Garage-keeper's policy. A garage-keeper's legal liability policy covering fire, theft, and other insurable perils in the minimum amount of $75,000.00, and a deductible not exceeding $1,000.00.

(3) On Hook/Cargo liability policy with a minimum limit of $75,000.00 and a deductible not exceeding $1,000.00.

(4) Automobile liability policy, covering the operation of wrecker's business, equipment, and vehicles with a combined single limit for bodily injury and property damage of no less than $250,000.00.

(5) General liability policy. A general liability policy, covering the operation of wrecker's business, equipment and vehicles, with a combined single limit for

bodily injury and property damage of no less than $250,000.00.

(6) The above insurance coverage shall name the City of Port Orange as additional insured, with the exception of Workers' Compensation Insurance.

b. Proof of Insurance

The Towing Company shall furnish proof of insurance acceptable to the City showing the City as an additional insured within ten (10) days of the City Council award of this Agreement. The Towing Company shall not commence work under this Agreement until it has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the City. The Towing Company shall furnish evidence of all required insurance in the form of certificates of insurance which shall clearly outline all hazards covered as itemized above, the amounts of insurance applicable to each hazard, the expiration dates, and shall contain the following language as to cancellation:

In the event of cancellation of this policy by the insurer or any insured, this company shall give not less than thirty (30) days advance written notice to:

Risk Manager
City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129

Upon request by the City, the Towing Company shall furnish copies of the insurance contracts to support the certificates of insurance and the Towing Company shall be required to satisfy any revision by the City.

The Towing Company shall file replacement certificates thirty (30) days prior to expiration or termination of the required insurance occurring prior to the expiration of this Agreement. In the event such insurance shall lapse, the City expressly reserves the right to either declare a breach of this Agreement and terminate, or renew the insurance at the Towing Company's expense. The renewal of the insurance shall not waive the City's right to declare a breach of this Agreement.

The Towing Company agrees to comply with all applicable state and federal laws, rules and regulations. Nothing in this Section 17 shall be construed to reduce or limit any commercial insurance required for towing company operation by applicable state or federal laws, rules or regulations.

18. Records, Books and Payment

The City reserves the right, during normal business hours, to inspect and audit the

Towing Company records pertaining to services provided under this Agreement. All records shall be maintained at one central location as provided hereinafter. Additionally, the monthly sum payable to the City by the Towing Company shall be submitted to the Office of the City Finance Director on the first day of each month for the duration of this Agreement. Copies of all Towing Company paid invoices for services provided each month as a result of this contract shall be submitted with the monthly payment. Such invoices may be in the form of a computer printout.

a. The Towing Company shall maintain for one (1) year following the towing of any vehicle towed under authority of a representative of the City, the following records of such tow:

(1) Where the vehicle was towed from; the date towed; the driver who towed the vehicle; where it was towed to; a complete description of the vehicle; the name and address of the registered owner; the disposition of the vehicle; the date the vehicle was released or disposed of; and all correspondence and documents sent or received concerning said vehicle, as required by this Agreement.

(2) The Towing Company shall be required to submit a list of all vehicles towed under authority of the Police Department every 24 hours, describing each vehicle by Make, Year, Model, VIN, and Tag Number to the **Volusia County Communications Center fax #386-254-1597**.

(3) The records shall be submitted utilizing the following procedures:

(a) The company shall provide and maintain telecommunications equipment or e-mail as approved by the Police Department, capable of transmitting documents between the Police Department and the Towing Company.

19. Right to Cancel Service Call

The City shall have the right to cancel a request for Towing Company services until the time the wrecker arrives on the scene, and there shall be no charge to the City or the vehicle operator/owner. When a wrecker is to be canceled, it shall be canceled over the police radio prior to the wrecker's arrival on the scene. The term "arrives on the scene" is construed to mean that the responding wrecker has arrived within the close physical proximity of the vehicle to be towed and the wrecker has stopped in preparation to perform the towing service.

20. Compliance with Laws and Rules

The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes, including Section 316.530, all applicable City ordinances,

resolutions, and the Rules of the Port Orange Police Department, Exhibit "B", unless otherwise provided by ordinance or this Agreement.

21. Surety Performance Bond

Within ten (10) days of city council award of this Agreement by the Port Orange City Council, the Towing Company shall post a surety performance bond or provide a letter of credit. The surety shall be an A rated or better company. The performance bond or letter of credit shall be in the amount of $50,000.00 (fifty thousand and 00/100 dollars) to be used by the City in the event:

a. The Towing Company fails to provide wrecker service required by this Agreement, for the purpose of defraying costs incurred in making adequate arrangements for towing services, including the City's actual administrative costs.

b. The Towing Company breaches the terms of this Agreement and it is terminated by the City as provided in Section 23, for the purpose of defraying the cost of rebidding this Agreement.

22. Penalty

Penalty for Late Response to emergency response calls. The Towing Company shall respond immediately to all emergency calls for service, and shall be at the location within twenty (20) minutes from the time the call is received.

The contractor assumes all liability in meeting the twenty (20) minutes response time including but not limited to any and all damages resulting from traffic accidents caused by the Towing Company's delay in response. During any twelve (12) month period, failure to meet the twenty (20) minute response time shall result in a progressive monetary penalty and up to termination, as follows:

First Offense	$50.00
Second Offense	$100.00
Third Offense	$150.00
Fourth Offense	Automatic suspension and up to termination

The Towing Company shall not be assessed the penalty for delay or failure in providing service when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of alien enemy or by any circumstances which, in the Police Chief's opinion, is beyond the control of the Towing Company. Act of government shall not include enforcement of Chapter 316, Florida Statutes.

23. Breach of Agreement and Termination

a. It shall be the right of the Police Chief and any officials of the City which he may designate to observe closely the wrecker service operations and if, in the opinion of the Police Chief, there has been a breach of contract, the Police Chief shall so notify the Towing Company, in writing, specifying the manner in which there has been a breach of contract. If termination of the Agreement due to breach is recommended, the Police Chief may so notify the City Manager and a hearing shall be set for a date within fifteen (15) calendar days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives, and shall make a determination as to whether or not there has been a breach of contract, and shall direct what further action shall be taken by the City, including but not limited to termination of this Agreement, as hereinafter provided. Pending the hearing, the Police Chief has the right to suspend the Towing Company's operators under this Agreement, if he deems it necessary to protect health, safety and welfare; and the Towing Company shall have no recourse against the City for the suspension. Any lesser remedial action than termination shall not waive the City's right to further remedial action.

b. In addition to terminating this Agreement, the City may recover from the surety bond all actual administrative costs as provided by Section 21 of this Agreement.

c. The City may, if it so elects, pursue any other remedies provided by law for breach of this Agreement or any of its terms, covenants, conditions, or stipulations.

No right or remedy herein conferred upon or reserved to the City or the Towing Company is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.

24. Misleading, Dishonest, and Illegal Practices

a. The Towing Company warrants that it shall not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Agreement, and shall charge owners of vehicles only those amounts permitted under this Agreement for those services covered by this Agreement. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation.

b. If a satisfactory written explanation is not received by the City within twenty-four (24) hours from the Towing Company, or the violation is not otherwise remedied and assurances given that similar violations shall not occur in the future, within the twenty-four (24) hour period, the violation shall constitute a

breach of this agreement that may be reported to the City Manager for termination of this Agreement or other appropriate action as provided by Section 23 herein.

25. Miscellaneous

a. The descriptive headings appearing in this Agreement and by law are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

b. The bid documents and specifications, attached hereto, are made a part of this Agreement, as if fully set forth herein.

c. It is mutually understood and agreed that nothing contained in this Agreement is intended or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Towing Company as agent or representative of the City for any purpose or in any manner whatsoever.

d. The Towing Company shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior written consent of the City.

e. In the event of any claim, action, litigation, or proceeding in court under this Agreement or in the event of any settlement of a dispute under this agreement prior to a proceeding filed in court the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have set their hands and seal this 18 day of August, 2015.

WITNESSES:

Frances Gosnell

Frances Gosnell

CITY OF PORT ORANGE

By: _____
Allen Green, Mayor

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

WITNESSES:

BRUCE P SEWELL

FRED CAMPAGNUOLO

UNIVERSAL TOWING, INC.,

By: _____

Name: Laurie A. Campagnuolo, President

Attest: 8/14/15

Name: Kimberly Norton

Title: office manager

[CA4847]

KIMBERLY NORTON
Notary Public - State of Florida
Commission # FF 902587
My Comm. Expires Nov 16, 2019
Bonded through National Notary Assn.

RESOLUTION NO. 15-13

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING RATES WHICH MAY BE CHARGED BY WRECKERS WITHIN THE CITY LIMITS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.043(a)(b) of the Florida Statues (2014) provides that local governments may enact rates for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle (hereinafter generally referred to as "nonconsensual tows");

WHEREAS, Section 18-226 of the City of Port Orange Code of Ordinances provides that the City Council may, by resolution, establish rates that may be charged by any wrecker licensed to do business within the City;

WHEREAS, it is the City Council's intent to establish the rates only for nonconsensual tows within the City of Port Orange

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City of Port Orange hereby adopts the following maximum rates, attached as Exhibit A, until amended by resolution, for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or

EXHIBIT "A"

EXHIBIT A
MAXIMUM NONCONSENSUAL TOW RATES

A. Maximum rates to be charged for the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange shall be:

1. Towing vehicles, Class A, under 9,999lbs shall be: $125.00
2. Towing vehicles, Class B, under 19,500lbs GVWR: $250.00
3. Towing vehicles, Class C, 19,501 to 24,999lbs GVWR: $375.00
4. Towing vehicles, Class D, greater than 25,000lbs GVWR: $500.00
5. When a flatbed is needed to accomplish the tow, a flat additional fee: $10.00
6. When dollies are required to accomplish the tow, a flat additional fee to tow the vehicle on dollies of: $35.00
7. If a tarp is required, a flat fee of: $15.00
8. If self-adhesive film is required to dry-in the vehicle, a flat fee of: $37.50
9. Additional flat fee per fifteen (15) minutes of extra labor for complicated situations, i.e., water recovery, extrication of vehicle from pole, tree, or house, righting overturned vehicle or clearing away a large amount of debris at an accident scene, a fee of $25.00 per fifteen (15) minutes
10. Water recovery with the wrecker company using their own certified scuba diver to make the recovery: $125.00
11. Services charges
    a) Wrecker on-scene and owner arrives $25.00
    b) Wrecker not on scene and owner arrives no charge
12. Ancillary Charges
    a) Double hook-up $15.00
    b) Vehicle entry when locked $15.00
    c) Drop transmission linkage $15.00
    d) Axle or drive shaft removal $15.00
13. Storage Rates per day:
    a) Any vehicle at compound under twelve (12) hours no charge
    b) Class A $25.00
    c) Class B $30.00
    e) Class C $60.00
    f) Class D $60.00
14. After business hours vehicle release fee: $35.00

B. An administrative fee of $25.00 may be assessed if a vehicle remains in storage for more than 24 hours. After 72 hours of storage (excluding weekends and holidays), a lien processing fee may be imposed for the actual costs of notifications required by F.S. 713.78 or $65.00, whichever is less.

C. No other charges or fees, other than those specified and authorized in this schedule, are allowed for services provided by this resolution, including charges for mileage when towed from a point in the City to impound yard.

otherwise does not consent to the removal of the vehicle, when the point of origin of the tow services are within the boundaries of the City of Port Orange.

SECTION 2. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict. This resolution expressly supersedes Resolution 09-26.

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 the 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. This resolution shall become effective immediately upon final passage by the City Council.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the 2 day of June, 2015

Reviewed and Approved: _____
Assist. City Attorney

EXHIBIT "A"

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: Yes

SUBJECT: (B8) Resolution No. 18-47 - Approval of Grant Agreement for $327,971 for 2018-2019 U.S. Housing and Urban Development Community Development Block Grant

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve Resolution No. 18-47 grant agreement between the City of Port Orange and the U.S. Department of Housing and Urban Development.

SUMMARY: The City of Port Orange has been awarded a grant for $327,971.00 from the U.S. Department of Housing and Urban Development Community Development Block Grant Program. These funds will be utilized for planning and administrative costs and the Canal View and Spruce Creek Curb & Guardrail Replacement Project.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Reso. No. 18-47	Reso. No. 18-47.pdf
2.	HUD CDBG 2018_2019 Award Letter and Grant Agreement	HUD CDBG 2018_2019 Award Letter and Grant Agreement.pdf

Amanda Lasecki	Created/Initiated - 09/25/2018
Tracey Riehm	Approved - 10/10/2018
Lynn Stevens	Approved - 10/10/2018
Margaret Roberts	Approved - 10/26/2018
Jake Johansson	Approved - 10/27/2018
Robin Fenwick	Final Approval - 10/29/2018

RESOLUTION NO. 18-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has been approved to receive a $327,971.00 grant from the U.S. Department of Housing and Urban Development for Administrative and Planning Costs for the Canal View and Spruce Creek Curb and Guardrail Replacement Project; and

WHEREAS, the City Council of the City of Port Orange desires to ratify and accept the grant funding from the U.S. Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA as follows:

Section 1. The City Council of the City of Port Orange hereby ratifies the acceptance of grant funding in the amount of $327,971.00.

Section 2. The Mayor and City Clerk shall be authorized to execute any and all documents, agreement or contracts necessary to implement this Resolution.

Section 3. This Resolution shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk

Adopted on the_____day of_____, 2018

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

U. S. Department of Housing and Urban Development
Jacksonville Field Office
Charles Bennett Federal Building
400 West Bay Street
Suite 1015
Jacksonville, Florida 32202-4410

October 3rd, 2018

The Honorable Donald O. Burnette
Mayor of Port Orange
1000 City Center Circle
Port Orange, FL 32129

SUBJECT: Fiscal Year 2018 Action Plan and Grant Approvals
For the City of Port Orange, Florida

Dear Mayor Burnette:

The Fiscal Year 2018 Action Plan submitted by the City of Port Orange has been reviewed by HUD and approved. Based on this approval, I am pleased to transmit to you Fiscal Year 2018 grant agreements for the following program contained in your Plan:

Community Development Block Grant (CDBG) - $327,971

The program year for the above grants is October 1, 2018 through September 30, 2019. Enclosed are the grant agreements, to be **signed and dated** by the City of Port Orange, for the programs contained in your Action Plan. After signing, please **return one original** grant agreement to this Office and **retain the second** for your records.

Please note the below requirements for this program year that have changed. *CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).*

The CDBG program continues to improve neighborhoods, provide decent housing, and create new economic opportunities, with special focus on serving low-and moderate-income persons. The program's success is the result of strong partnerships among elected officials at all levels of government, neighborhood based nonprofit organizations, private sector, and HUD. We thank you for your continued service and cooperation to ensure that the CDBG program thrives far into the future.

As a part of the mandate from Congress to administer the CDBG program, HUD determines annually whether each CDBG Entitlement Community is carrying out its activities "in a timely manner". We are pleased to announce that your community has once again met this standard. This is a significant accomplishment and we thank you for all of your hard work and dedication.

We also congratulate you and your staff on the preparation of your Action Plan and look forward to working with you over the coming year to accomplish the goals set forth for your community and to further refine and improve your Consolidated Plan. If you have any questions or require further information or assistance, please contact, Larry Lopez, Senior Community Planning and Development Representative at (904) 208-6008 or by email at Larry.M.Lopez@hud.gov.

Very sincerely yours,

Tom Bilodeau, Program Manager, Community
Planning and Development Division, 4HD

Enclosure: Grant Agreements

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) City Of Port Orange	3a. Grantee's 9-digit Tax ID Number 596000412	3b. Grantee's 9-digit DUNS Number 080827082
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1000 City Center Circle Port Orange, DC 32129	4. Date use of funds may begin 10/1/2018	
	5a. Project/Grant No. 1 B-18-MC-12-0053	6a. Amount Approved $327,971.00
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Tom Bilodeau		Grantee Name City Of Port Orange	
Title Program Manager		Title	
Signature X	Date (mm/dd/yyyy) 10/03/2018	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 07/26/2018 9b. Date Grantee Notified 10/03/2018 9c. Date of Start of Program Year (10/01/2018)	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant

	FY (2018)	FY (2017)	FY ( )
a. Funds Reserved for this Grantee	$327,945.00	$ 26.00	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency
City Of Port Orange
1000 City Center Circle
Port Orange, DC 32129

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

8. Special Conditions.

(a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2025. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2025.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: Yes

SUBJECT: (B9) Resolution No. 18-51 - Budget Appropriations (FY19)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 18-51.

SUMMARY: $70,000 Southbound Right Turn Lane on Yorktowne
$750,000 Additional funding from FDEP for Virginia/Monroe Drainage Improvements
$644,250 FEMA HMGP for Virginia/Monroe Drainage Improvements
$3,000 Grant from Target for Police Shop-with-a-Cop Program

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Resolution No. 18-51	Resolution No 18-51.pdf

Nadia Todor	Created/Initiated - 10/24/2018
Tracey Riehm	Approved - 10/26/2018
Margaret Roberts	Approved - 10/26/2018
Jake Johansson	Approved - 10/27/2018
Robin Fenwick	Final Approval - 10/29/2018

RESOLUTION NO. 18-51

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING, AND CAPITAL FUNDS FOR THE FISCAL YEAR 2019 BUDGET; TO BUDGET FOR A NEW COMMUNITY DEVELOPMENT PROJECT - SOUTHBOUND RIGHT TURN LANE ON YORKTOWNE BLVD IN THE TRANSPORTATION IMPACT FEE FUND 312; TO BUDGET FOR ADDITIONAL $750,000 BASED ON AMENDMENT NO.1 TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) AGREEMENT LP64042 FOR VIRGINIA AVENUE AND MONROE STREET DRAINAGE IMPROVEMENTS PROJECT; TO BUDGET $644,250 GRANT FROM FEDERAL EMERGENCY MANAGEMENT AGENCY HAZARD MITIGATION GRANT PROGRAM AGREEMENT H0112, PROJECT NO. 4283-86-R FOR VIRGINIA AVENUE AND MONROE STREET DRAINAGE IMPROVEMENTS; AND TO BUDGET FOR A TARGET CORPORATION GRANT TO BE USED FOR SHOP-WITH-A-COP PROGRAM; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to budget for a new Community Development Project - “Southbound Right Turn Lane on Yorktowne Blvd” in the Transportation Impact Fee Fund 312. This project will be added to the TPO’s project priority list for potential TPO funding. The City received $70,000 from 2017 Yorktowne Port Orange LLC in FY18 (Eighth Amendment of the Master Development Agreement Book 7516/Page 2220) to be used towards the City’s match of 10% for Feasibility Study and Design; and

WHEREAS, the City Council has approved the Amendment No. 1 to the State of Florida Department of Environmental Protection (FDEP) Grant Agreement LP64042 for flood mitigation and drainage improvements at Virginia Avenue and Monroe Street, City

Project DIP059, and desires to budget an additional $750,000 to this project for a total amount of $1,500,000 of FDEP Grant funding; and

WHEREAS, the City Council has approved the Federal Emergency Management Agency Hazard Mitigation Grant Program Agreement H0112, Project No. 4283-86-R, for flood mitigation and drainage improvements at the Virginia Avenue and Grant Street, City Project DIP059, and desires to budget $644,250; and

WHEREAS, the City Council desires to budget for a $3,000 Grant from Target Corporation to be used towards the Shop-with-a-Cop program in the Police Benefit Trust Fund 606.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects.

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2018 through September 30, 2019.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. 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: _____
Margaret T. Roberts, City Attorney

Composite Exhibit A **Resolution No. 18-51**

FY2019 **Transportation Impact Fee Fund 312**
Prepared: **October 22, 2018**
Finance: **Finance Staff**

	Budget Increase / (Decrease)
Revenues:	
Appropriated Equity	70,000
Total Revenues:	**$ 70,000**
Expenditures:	
Public Works - Capital Outlay	70,000
Total Expenditures:	**$ 70,000**

To budget for a new project - "Southbound Right Turn Lane on Yorktowne Blvd". This project will be submitted for TPO funding. Under the current policy, the TPO will fund 90% of the feasibility study, design and construction if the project qualifies. The City will be responsible for the other 10% plus 100% of Construction Engineering and Inspection (CEI).

The City received $70,000 from 2017 Yorktowne Port Orange LLC in FY18 (Eighth Amendment to the MDA Book 7516/Page 2220) that will be used to fund the City's share of the feasibility study and design. The funding for the construction and CEI will be addressed with the FY20-FY25 CIP.

Composite Exhibit A **Resolution No. 18-51**

FY2019 **Drainage Construction Operating Fund 412**
Prepared: **October 22, 2018**
Finance: **Finance Staff**

		Budget Increase / (Decrease)
Revenues:		
State FDEP Grant Agreement No. LP64042 - Port Orange Flooding Mitigation and Stormwater Quality Improvement - Additional Funding		750,000
Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) Agreement H0112; Project Number 4283-86-R		644,250
	Total Revenues:	**$ 1,394,250**
Expenditures:		
Drainage Utility - Capital Outlay		750,000
Drainage Utility - Capital Outlay		644,250
	Total Expenditures:	**$ 1,394,250**

To budget for Amendment No.1 to State FDEP Agreement No LP64042 to provide an additional $750,000 towards the flooding mitigation at Virginia Avenue and Monroe Street, City Project DIP059. Total FDEP grant funding will be $1,500,000.

To budget for FEMA HMGP Grant Agreement H0112, Project No. 4283-86-R, in the amount of $644,250 towards drainage improvements at the intersection of Virginia Avenue and Grant Street, City project DIP059 Virginia/Monroe Drainage Improvements.

Composite Exhibit A **Resolution No. 18-51**

FY2019 **Police Benefit Trust Fund 606**
Prepared: **October 22, 2018**
Finance: **Finance Staff**

	Budget Increase / (Decrease)
Revenues:	
Miscellaneous Revenue - Crime Prevention	3,000
Total Revenues:	**$ 3,000**
Expenditures:	
Police - Crime Prevention	3,000
Total Expenditures:	**$ 3,000**

To budget for a grant from Target Corporation for the Shop-with-a-Cop program.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2018

Consent item: No

SUBJECT: (B10) City Attorney's Report for Potential Special Legal Counsel during FY2019

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve use of special legal counsel for FY2019.

SUMMARY: The City Attorney has reviewed the City of Port Orange proposed projects and goals for the coming year. In anticipation of the demand for Special Legal Counsel the City Attorney has planned for the various services that may be needed. The individual attorneys will only be utilized when required by the city's need for special legal expertise work or when the capacity of the current legal staff has been exceeded.

One or more of the listed firms as shown on the attached report may be engaged as Special Legal Counsel during FY2019 for the specified type of work. Consistent with the city purchasing policy and procedures, the legal work will be initiated, as needed, when authorized by the city council or the city manager. Estimated funding requirements have been appropriated in the FY 2019 budget.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Special Legal Counsel Report	Special Legal Counsel Report.pdf

Tracy London	Created/Initiated - 09/26/2018
Margaret Roberts	Approved - 10/26/2018
Jake Johansson	Approved - 10/27/2018
Robin Fenwick	Final Approval - 10/29/2018

CITY ATTORNEY'S REPORT
ON SPECIAL LEGAL COUNSEL SERVICES FY2019

Allen Norton & Blue, P.A.

Personnel, labor and employment law involving labor contract negotiations, grievances and arbitrations, Fair Labor Standards and other similar areas.

Kinsey Vincent & Pyle, P.L.

Construction bond and contract litigation, American Institute of Architect Contract Licensing, and other litigation prosecution services.

Lewis Longman & Walker, P.A.

Pension Law for fire, police, general employees and other administrative and state regulatory areas.

Dean Ringers Morgan & Lawton, P.A.

Insurance defense involving employment practices, policy development, personal injury, workers compensation, law enforcement liability and other insurance coverage.

Doran Sims Wolfe & Ciocchetti

Real property escrow and litigation services.

Stenstrom, McIntosh, Colbert

Special Magistrate for code enforcement, dangerous dog and other ordinance enforcement.

Rutledge Ecenia, P.A.

State of Florida Licensing for Cypress Head Golf Course beverage services.

Bryant Miller Olive, P.A.

Impact fee, special assessments and other fee ordinance implementation; and public private partnership.

Gray Robinson, P.A.

Update on Communication Tower ordinance and permitting.

David D. Fuller, Jr., P.A.

Special Magistrate for code enforcement.

Korey, Sweet, McKinnon & Simpson

Real property escrow services.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2018

Consent item: No

SUBJECT: (B11) 128 Royal Palm-Request a Repayment Agreement with Lien on Manufactured Home

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the Lien Recovery Agreement with a term of three years, subject to review and approval by the City Attorney's Office.

SUMMARY: Carolyn Ford just purchased the home located at 128 Royal Palm and found there was a leak when she got her second water bill from the City. Past practice on recovery agreements has been a three year term for repayment. The customer is now seeking a repayment agreement for 36 months in addition to each month's bill. The agreement will be secured with a lien that will be placed on her manufactured home as she does not own the land.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Lien Recovery Agreement - 128 Royal Palm	Lien Recovery - 128 Royal Palm.pdf
2.	128 Royal Palm Account Analysis	128 Royal Palm Account Analysis.pdf
3.	128 Royal Palm copy of bill dated 8.17.18	128 Royal Palm copy of bill dated 8.17.18.pdf
4.	128 Royal Palm copy of bill dated 9.19.18	128 Royal Palm copy of bill dated 9.19.18.pdf

Cherie Cadenhead	Created/Initiated - 10/03/2018
Tracey Riehm	Approved - 10/09/2018
Shannon Balmer	Approved - 10/25/2018
Jake Johansson	Approved - 10/27/2018
Robin Fenwick	Final Approval - 10/29/2018

AGREEMENT FOR LIEN RECOVERY

This Agreement for Lien Recovery ("Agreement") is made and entered into this _____ day of _____, 2018 (the "effective date"), by and between **Carolyn Jeanne Ford** ("Utility Account Holder") and the Finance Director on behalf of the **City of Port Orange**, Florida, a Florida municipality ("City"), collectively referred to as the "Parties."

WHEREFORE, the Utility Account Holders is the owner of a mobile home located at **128 Royal Palm Circle, Port Orange, Florida, with Certificate of Title No. _____, and Identification No_____** ("Subject Property"), where utility services are requested; and

WHEREFORE, the Utility Account Holder declares their intent to permanently reside at the Subject Property, referenced herein. Furthermore, Utility Account Holder declares said Subject Property shall be designated as their homestead; and

WHEREFORE, this Agreement is to pay the past due balance owed on the Utility Account associated with the Subject Property ("Lien") and shall be evidenced by the filing of Notice of Lien against the Subject Property with the State of Florida Department of Highway Safety and Motor Vehicles – Division of Motorist Services, filed in the offices located in Volusia County, Florida; and

WHEREFORE, the above referenced Lien is valid against the Subject Property referenced herein and is superior and paramount to the interest in such land or premises of any owner, lessee, tenant, mortgagee or any other person, except the liens of state, county, and municipal taxes, and shall be on parity with the liens of such, pursuant to Section 159.17, Florida Statutes.

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

1. The City agrees to continue utility service at Subject Property with the existing Lien balance, subject to the execution of this Agreement.
2. The outstanding Lien balance on the effective date of this Agreement is Two Thousand Eight Hundred Fifty-Five and 84/100 Dollars ($2,855.84). The Utility Account Holder agrees to make payments on the Lien balance to the City as follows: Thirty-Five (35) successive monthly payments in the amount of Seventy-Nine and 33/100 Dollars ($79.33) with a final payment of Seventy-Nine and 29/100 Dollars ($79.29).
3. The Lien recovery payment shall constitute a utility charge. Payment of the Lien shall be invoiced monthly commencing with the billing cycle DUE _____, 2018. Any payments for utility charges at the Subject Property shall be applied first to the Lien amount, with any remaining monies being applied to the current utility services account balance.
4. Upon establishing service, the City shall suspend any further accrual of penalties, interest, and late fees with regard to the outstanding balance of said Lien.
5. If any one of the monthly payments under this Agreement is not paid as and when due, and remains unpaid for 30 days or more after the due date, then the Utility Account Holder shall be considered in default of this Agreement. In the

DRAFT

event of a default of this Agreement, the City shall cause the accrual of penalties, interest, and late fees, previously suspended in consideration of this Agreement, to be reinstated as to the remaining balance of said Lien from date of default. In addition, in the event of default of this Agreement, there shall be a discontinuance of utility services without further notice to the Utility Account Holder.

6. Upon proof of receipt of full payment of the Lien amount, as referenced in Paragraph (2), the City shall immediately deem the Lien satisfied and shall sign a Release of Lien and file with the State of Florida Department of Highway Safety and Motor Vehicles – Division of Motorist Services within the time permitted under the Florida Statutes.

This Agreement incorporates and makes a part hereof the above-referenced Notice of Lien. Furthermore, as it relates to said Lien, this Agreement shall be construed and enforced according to the provisions of Chapters 2 and 74, Code of Ordinances, City of Port Orange, and any other applicable laws of the State of Florida.

This Agreement forms the entire agreement between the Parties and supersedes any prior discussions or correspondence. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

Utility Account Holder has read the foregoing Agreement in its entirety, and voluntarily agrees to each of its terms with full knowledge thereof. Furthermore, they acknowledge and understand that they have the opportunity to have outside counsel of their choice review this Agreement.

IN WITNESS THEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date above.

_____
CAROLYN JEANNE FORD

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by CAROLYN JEANNE FORD, who has produced identification or is personally known to me.

_____
Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

DRAFT

City of Port Orange

By: _____
Tracey Riehm, Finance Director

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Tracey Riehm, as Finance Director for the City of Port Orange, a Florida municipality, on behalf of the city and who is personally known to me.

_____
Notary Public, State of Florida
Printed Name, Stamped Commission, Seal, and Term

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128 Royal Palm Court

DATE	DESCRIPTION ON CHARGE/CREDIT	MONTHLY BILL	PAYMENTS/ CREDIT	BALANCE ON ACCOUNT
6/15/2018	KCRENSHAW 06151819		$ (40.00)	40.00-
7/13/2018	ANEALS 07131898		$ (42.63)	82.63-
7/17/2018	E CYC BILL	$ 84.49		$ 1.86
8/16/2018	E CYC BILL	$ 2,883.98		$ 2,885.84
8/22/2018	Payment		$ (30.00)	$ 2,855.84
9/18/2018	DEPOSIT INTEREST		$ (0.03)	$ 2,855.81
9/18/2018	E CYC BILL	$ 168.88		$ 3,024.69
	TOTALS	$ 3,137.35	$ (112.66)	$ 3,024.69

UTILITY BILLING STATEMENT

City of Port Orange
PO Box 291037
Port Orange, FL 32129-1037
www.port-orange.org

Phone: 386-506-5720 Fax: 386-756-5226
Business Hours: 8:00am to 5:00pm Mon-Fri except Wed 8:00am -4:00pm
Garbage Collection: 386-506-5575
Emergency After Hours Phone: 386-756-5380

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CAROLYN JEANNE FORD
128 ROYAL PALM CT
PORT ORANGE FL 32127-5351

Bill at a Glance

Account Number	180805-18794
Service Address	128 ROYAL PALM CIR
Bill Date	8/17/2018
Due Date	9/5/2018
Balance Forward	$1.86*
New Charges	$2,883.98
Total Amount Owed	$2,885.84

*Amounts due are subject to service interruption. Credit amounts will be used towards current charges.

Detail of New Charges

WA WATER	$2,546.74
SW SEWER	$63.90
GA GARBAGE/RECYCLING	$17.11
EG ENERGY GARBAGE	$1.56
PUBLIC SERVICE TAX	$254.67
TOTAL CHARGES	**$2,883.98**
Deposit On File	$175.00

Important Dates & City News

Late payment fee date: 09/17/2018
New Charges Shut-off Date: 09/28/2018

Reclaimed water Use, and Cross Connection information is available at www.port-orange.org/DocumentCenter/View/535.

Your 2017 Consumer Confidence Water Quality Report (CCR)) contains important information about your drinking water and is now available at https://www.port-orange.org/Archive.aspx?ADID=1723. If you would prefer a paper copy of these reports or have any questions, please call 386-506-5720.

ONLINE BILL PAY

www.port-orange.org/billpay

Account Number

180805-18794

Service Period	Meter Number	Type	Previous Read	Current Read	Usage (x1000)	Last Month Usage	Current Month Last Year Usage
07/12/18 - 08/13/18	58455314	WA	240	487	247	1	0

Primary Meter Read Days: 32

Your Previous Bill is Past Due! To avoid disconnection of services pay your past due immediately. If you are disconnected, you will be required to pay the total amount owed, plus an additional service charge to have your service restored.

Customer Name:	CAROLYN JEANNE FORD
Account Number:	**180805-18794**
Service Address:	128 ROYAL PALM CIR
Cycle Route:	03-24
Billing Date:	8/17/2018
Due Date:	9/5/2018

Balance Forward	New Charges	Total Amount Owed
$1.86	$2,883.98	$2,885.84

New Charges above due by **9/5/2018**

Change of Address:
Email Address:
Electronic Bill or Paper Bill (circle one)
Phone Number:
Cell Phone: Number:

Include your complete account # with the hyphen on your check.
Make your check payable to CITY OF PORT ORANGE.

CITY OF PORT ORANGE
PO BOX 291037
PORT ORANGE FL 32129-1037

0001808050000018794 0002885840

The Customer Service Department is committed to providing you with professional, friendly and efficient service for your utility bill. We welcome your feedback. Let us know how we are doing by emailing customerservice@port-orange.org or calling (386) 506-5720.

AVOID HIGH WATER BILLS BY USING AQUAHAWK

Everyday someone in the city experiences a leak of some kind. Leaks can cause extremely high bills for the unsuspecting customer. A running toilet, a pin hole leak under the foundation or a leak in the pipe that runs from the meter to your home can catch you off guard and leave you with a large water bill.

Take control of your water bill by signing up for **AQUAHAWK** today at **portfl.aquahawk.us/login.** Our user-friendly, FREE service will monitor your water usage hourly, daily, and monthly and let you know of a potential problem in your home. Aquahawk will either text, call, or send an email notification if there is an abnormal usage so you can take steps to protect yourself.

PAYMENT OPTIONS

A. Pay your bill online. The preferred payment choice for the City of Port Orange is our secure online service, Click-2-Gov. Go to **www.port-orange.org** and then select Pay Utility Bill. Accepted forms of payment are check, Visa or MasterCard. This service offers immediate payment to your utility account.

O There are two options on this payment web site:

- Make a one-time payment. You will need your account number, credit card information, credit card billing address and the amount owed.

- Make recurring payments. Set up a secured account with your billing information and make auto payments without having to enter your account and credit card or check numbers each time a payment is due. This choice also includes emailed bills, billing, and payment history of your customer account.

We encourage everyone to use this service, especially our part time residents!

B. Pay your bill by mail. All mailed payments should include the remittance stub that includes your account number. Payments are applied to your account when received. Post marked envelopes prior to the due date will not help you to avoid a late payment fee or disconnection of service.

C. Pay your bill at City Hall in the customer service department. Drive-thru or night drop box is available for your convenience. Drop box payments are applied to your account the next business day.

For immediate credit on your account we suggest our payment web site **www.port-orange.org** and select **Pay Utility Bill**.

VACATION STATUS

If you are going away for at least three months and want your service temporarily disconnected, we will change your account status to “Vacation/Vacancy.” When your service is on vacation status, you pay an availability fee for all services including a reduced garbage charge. Unauthorized water usage is monitored during the billing process. Let us know when you are leaving and again a few days prior to your return. Scheduled service is free but service charges apply for non-scheduled or after-hours re-connection.

UTILITY BILLING STATEMENT

City of Port Orange
PO Box 291037
Port Orange, FL 32129-1037
www.port-orange.org

Phone: 386-506-5720 Fax: 386-756-5226
Business Hours: 8:00am to 5:00pm Mon-Fri except Wed 8:00am -4:00pm
Garbage Collection: 386-506-5575
Emergency After Hours Phone: 386-756-5380

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CAROLYN JEANNE FORD
128 ROYAL PALM CT
PORT ORANGE FL 32127-5351

Bill at a Glance

Account Number	180805-18794
Service Address	128 ROYAL PALM CIR
Bill Date	9/19/2018
Due Date	10/8/2018
Balance Forward	$2,855.84*
New Charges	$168.85
Total Amount Owed	$3,024.69

*Amounts due are subject to service interruption. Credit amounts will be used towards current charges.

Detail of New Charges

DEPOSIT INTEREST	-$0.03
WA WATER	$78.46
SW SEWER	$63.90
GA GARBAGE/RECYCLING	$17.11
EG ENERGY GARBAGE	$1.56
PUBLIC SERVICE TAX	$7.85
TOTAL CHARGES	**$168.85**
Deposit On File	$175.00

Important Dates & City News

Late payment fee date: 10/19/2018
New Charges Shut-off Date: 10/26/2018

Have you heard about AquaHawk the FREE water monitoring service that will send you a notification if it detects unusual water usage? Please refer to the back of this bill where it references AquaHawk to find out how to sign up today!

ONLINE BILL PAY

www.port-orange.org/billpay

Account Number

180805-18794

Service Period	Meter Number	Type	Previous Read	Current Read	Usage (x1000)	Last Month Usage	Current Month Last Year Usage
08/13/18 - 09/13/18	58455314	WA	487	503	16	247	0

Primary Meter Read Days: 31

Your Previous Bill is Past Due! To avoid disconnection of services pay your past due immediately. If you are disconnected, you will be required to pay the total amount owed, plus an additional service charge to have your service restored.

Customer Name:	CAROLYN JEANNE FORD
Account Number:	**180805-18794**
Service Address:	128 ROYAL PALM CIR
Cycle Route:	03-24
Billing Date:	9/19/2018
Due Date:	10/8/2018

Balance Forward	New Charges	Total Amount Owed
$2,855.84	$168.85	$3,024.69
	New Charges above due by	**10/8/2018**

Change of Address:
Email Address:
Electronic Bill or Paper Bill (circle one)
Phone Number:
Cell Phone: Number:

Include your complete account # with the hyphen on your check.
Make your check payable to CITY OF PORT ORANGE.

CITY OF PORT ORANGE
PO BOX 291037
PORT ORANGE FL 32129-1037

0001808050000018794 0003024699

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 11/07/2018

Consent item: Yes

SUBJECT: (B12) Approval of Memorandum of Understanding (MOU) with the National Association of Government Employees (NAGE)

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the Memorandum of Understanding with the National Association of Government Employees (NAGE) which amends Article 28, Wages.

SUMMARY: The current NAGE contract provides for a variety of Specialty Pays in which employees may become eligible for due to a level of certification or performing an additional task. Staff would request to enter into an MOU with NAGE to add the two following certifications to the list of items eligible for specialty pay, as indicated in the attached document.

Certified Pool Operator: Two current employees have obtained this certification which will allow for the proper maintenance and testing of City owned splash pads. This gives the capability to perform this function in house, which will provide a cost savings to having to contract this item to a vendor.

Sign and Pavement Marking Technician: Currently, the City employees one Sign/Building Maintenance Technician in the roads and streets division. As a part of the previous restructuring of the Public Works and Utilities Department, it is recommended that through attrition, the City replace these positions with Maintenance Workers. It is recommended that employees in the Roads and Streets Division who hold this certification be eligible for Specialty Pay. This will give the department more capacity in performing these functions. Currently no employees hold this certification.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	Signed MOU with NAGE	Signed MOU with NAGE.pdf

Jamie Miller Created/Initiated - 09/27/2018

Jamie Miller	Approved - 09/27/2018
Susan Lovallo	Approved - 09/28/2018
Lynn Stevens	Approved - 09/28/2018
Tracey Riehm	Approved - 10/08/2018
Margaret Roberts	Approved - 10/24/2018
Jake Johansson	Approved - 10/25/2018
Robin Fenwick	Final Approval - 10/25/2018

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF PORT ORANGE
AND THE
NATIONAL ASSOCIATION OF GOVERNNMENT EMPLOYEES LOCAL 5000
PERC CERTIFICATION #1904

1. Separate and apart from contract negotiations, the NAGE Local #5000 ("Union") and the City of Port Orange ("City") hereby agree to modify the following provisions of the 2017-2019 collective bargaining agreement ("Agreement").

2. Prior to the negotiations of a successor Agreement, this Memorandum of Understanding ("MOU") between the City and the Union provide supplementary language related to Specialty Pay as it is the desire of both the City and the Union to provide compensation to employees who have obtained such certification.

3. By executing this MOU, it is understood and agreed by both parties that the following language will be added to Article 28, Wages, Section 28.7 as follows:

   " L. The Parks and Recreation Director may determine the number of employees required to hold Department of Health Certified Pool Operator license. Employees who are assigned to this role and have obtained and have continuously maintained this certification shall be eligible for $500.00 annually.

   M. Maintenance Workers, Equipment Operators, Heavy Equipment Operators, Crew Chiefs, and Supervisors assigned to the Roads and Streets Division of Public Works shall be eligible for $500 a year for each level of the Sign and Pavement Marking Technician certification in excess of the minimum required license for their position. Employees are not eligible to receive more than $1,500 in Specialty Pay."

This MOU shall not become effective until signed by both parties and ratified by the Union members and City Council.

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES LOCAL 5000:

Andy Baldwin
NAGE President

Date: 10/23/2018

NAGE Authority/Representative

Date: 10/23/18

CITY OF PORT ORANGE, FLORIDA

_____ Date:_____

M. H. Johansson, City Manager

_____ Date:_____

Donald O Burnette, Mayor

Attest:

_____

Robin Fenwick, City Clerk

Ratified on the _____ day of _____, _____.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: No

SUBJECT: (C13) Request to Reduce Lien at 434 Leslie Dr.

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to deny the request for a reduction of the lien associated with 434 Leslie Dr.

SUMMARY: On September 25, 2018, Top Dollar Homes purchased 434 Leslie Dr. Kim McNew of Top Dollar Homes is seeking a reduction of the associated utility lien. As of October 2, 2018, the outstanding balance on the account was $2,993.34.

Staff recommends against a reduction in the lien for the following reasons:

- The revenues are bonded and fully collectible
- Waiving fees for one rate payer redistributes the cost of providing service to the remaining customers
- Engaging in the practice of waiving charges invites other rate payers to request similar concessions.
- The City is legally required to maintain compliance with the bond covenants and to deposit the amount of $2,993.34 in place of the funds waived, if any.

The Community Development Department and the Legal staff have initiated a review of other potential options to encourage the rehabilitation of property efforts made by the property owner. Additional time is required to complete the review.

A payment plan consistent with City policies is available to Top Dollar Homes.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	434 Leslie Dr. Account Analysis	434 LESLIE DRIVE.pdf
2.	434 Leslie Dr. Quit Claim Deed 9-25-18	434 Leslie Quit Claim Deed 9-25-18.pdf
3.	FL Division of Corporations - Top Dollar Homes Annual Report 3-18	FL Division of Corporations - Top Dollar Homes Annual Report 3-18.pdf
4.	Kim McNew's email attachment 10-x-18	Kim McNew's email attachment 10-x-18.pdf
5.	Waiver of Interest & Penalties Informal Memo from Legal	Waiver of Interest & Penalties Informal Memo from Legal.pdf

Robin Fenwick	Created/Initiated - 10/01/2018
Tracey Riehm	Approved - 10/08/2018
Margaret Roberts	Approved - 10/26/2018
Jake Johansson	Approved - 10/27/2018
Robin Fenwick	Final Approval - 10/29/2018

434 Leslie Drive

DATE	DESCRIPTION ON CHARGE/CREDIT	MONTHLY BILL	PENALTIES/SERVICE CHARGES	PAYMENTS	BALANCE ON ACCOUNT
6/16/2009	CYCLE BILL	4.83			$4.83
7/9/2009	PENALTY		$0.48		$5.31
7/21/2009	CYCLE BILL	33.74			$39.05
8/13/2009	PENALTY		$3.91		$42.96
8/18/2009	CYCLE BILL	33.74			$76.70
9/10/2009	PENALTY		$7.67		$84.37
9/15/2009	CYCLE BILL	33.74			$118.11
10/8/2009	PENALTY		$11.81		$129.92
10/20/2009	CYCLE BILL	33.74			$163.66
11/12/2009	PENALTY		$16.37		$180.03
11/17/2009	CYCLE BILL	33.74			$213.77
12/10/2009	PENALTY		$21.38		$235.15
12/15/2009	CYCLE BILL	33.74			$268.89
1/9/2010	PENALTY		$26.89		$295.78
1/19/2010	CYCLE BILL	33.74			$329.52
2/13/2010	PENALTY		$32.95		$362.47
2/16/2010	CYCLE BILL	33.74			$396.21
3/11/2010	PENALTY		$39.62		$435.83
3/17/2010	CYCLE BILL	33.74			$469.57
4/3/2010	adj per city policy		-$28.43		$441.14
4/8/2010	PENALTY		$44.11		$485.25
4/20/2010	CYCLE BILL	33.74			$518.99
5/13/2010	PENALTY		$51.90		$570.89
5/18/2010	CYCLE BILL	33.74			$604.63
6/10/2010	PENALTY		$60.46		$665.09
6/15/2010	CYCLE BILL	33.74			$698.83
7/8/2010	PENALTY		$69.88		$768.71
7/20/2010	CYCLE BILL	33.74			$802.45
8/12/2010	PENALTY		$80.25		$882.70
8/17/2010	CYCLE BILL	33.74			$916.44

434 Leslie Drive

DATE	DESCRIPTION ON CHARGE/CREDIT	MONTHLY BILL	PENALTIES/SERVICE CHARGES	PAYMENTS	BALANCE ON ACCOUNT
9/9/2010	PENALTY		$91.64		$1,008.08
9/21/2010	CYCLE BILL	33.74	-$203.04		$838.78
10/14/2010	PENALTY		$83.88		$922.66
10/19/2010	CYCLE BILL	33.74			$956.40
11/11/2010	PENALTY		$95.64		$1,052.04
11/16/2010	CYCLE BILL	33.74			$1,085.78
12/9/2010	PENALTY		$108.58		$1,194.36
12/17/2010	CYCLE BILL	33.74			$1,228.10
1/13/2011	PENALTY		$122.81		$1,350.91
1/18/2011	CYCLE BILL	33.74			$1,384.65
2/10/2011	PENALTY		$138.47		$1,523.12
2/15/2011	CYCLE BILL	33.74			$1,556.86
3/10/2011	PENALTY		$36.25		$1,593.11
3/10/2011	PENALTY		$11.94		$1,605.05
3/15/2011	CYCLE BILL	33.74			$1,638.79
3/16/2011	adj per city policy		-$487.80		$1,150.99
4/7/2011	PENALTY		$25.16		$1,176.15
4/7/2011	PENALTY		$8.99		$1,185.14
4/19/2011	CYCLE BILL	33.74			$1,218.88
5/12/2011	PENALTY		$14.73		$1,233.61
5/12/2011	PENALTY		$10.72		$1,244.33
5/17/2011	CYCLE BILL	33.74			$1,278.07
6/9/2011	PENALTY		$16.08		$1,294.15
6/9/2011	PENALTY		$11.17		$1,305.32
6/21/2011	CYCLE BILL	33.74			$1,339.06
7/16/2011	PENALTY		$15.39		$1,354.45
7/16/2011	PENALTY		$11.85		$1,366.30
7/20/2011	CYCLE BILL	33.74			$1,400.04
8/11/2011	PENALTY		$15.57		$1,415.61
8/11/2011	PENALTY		$12.44		$1,428.05

434 Leslie Drive

DATE	DESCRIPTION ON CHARGE/CREDIT	MONTHLY BILL	PENALTIES/SERVICE CHARGES	PAYMENTS	BALANCE ON ACCOUNT
8/16/2011	CYCLE BILL	33.74			$1,461.79
9/8/2011	PENALTY		$15.65		$1,477.44
9/8/2011	PENALTY		$13.05		$1,490.49
9/20/2011	CYCLE BILL	33.74			$1,524.23
10/13/2011	PENALTY		$15.79		$1,540.02
10/13/2011	PENALTY		$13.66		$1,553.68
10/18/2011	CYCLE BILL	31.99			$1,585.67
11/10/2011	PENALTY		$14.28		$1,599.95
11/10/2011	PENALTY		$15.76		$1,615.71
11/15/2011	CYCLE BILL	31.99			$1,647.70
12/8/2011	PENALTY		$14.90		$1,662.60
12/8/2011	PENALTY		$15.72		$1,678.32
12/20/2011	CYCLE BILL	31.99			$1,710.31
1/17/2012	CYCLE BILL	31.99			$1,742.30
2/9/2012	PENALTY		$16.16		$1,758.46
2/9/2012	PENALTY		$12.66		$1,771.12
2/21/2012	CYCLE BILL	31.99			$1,803.11
3/15/2012	PENALTY		$12.48		$1,815.59
3/15/2012	PENALTY		$16.78		$1,832.37
3/20/2012	CYCLE BILL	31.99			$1,864.36
4/12/2012	PENALTY		$15.41		$1,879.77
4/12/2012	PENALTY		$17.10		$1,896.87
4/17/2012	CYCLE BILL	31.74			$1,928.61
5/10/2012	PENALTY		$15.75		$1,944.36
5/10/2012	PENALTY		$17.71		$1,962.07
5/16/2012	FORCE OFF CYCLE BILL	31.74			$1,993.81
6/7/2012	PENALTY		$16.14		$2,009.95
6/7/2012	PENALTY		$18.32		$2,028.27
6/19/2012	CYCLE BILL	31.74			$2,060.01
7/12/2012	PENALTY		$16.31		$2,076.32

434 Leslie Drive

DATE	DESCRIPTION ON CHARGE/CREDIT	MONTHLY BILL	PENALTIES/SERVICE CHARGES	PAYMENTS	BALANCE ON ACCOUNT
7/12/2012	PENALTY		$18.97		$2,095.29
7/17/2012	CYCLE BILL	31.74			$2,127.03
8/9/2012	PENALTY		$16.50		$2,143.53
8/9/2012	PENALTY		$19.62		$2,163.15
8/21/2012	CYCLE BILL	31.74			$2,194.89
9/13/2012	PENALTY		$16.66		$2,211.55
9/13/2012	PENALTY		$20.28		$2,231.83
9/18/2012	CYCLE BILL	31.74			$2,263.57
10/15/2012	PENALTY		$16.83		$2,280.40
10/15/2012	PENALTY		$20.95		$2,301.35
10/31/2012	CYCLE BILL	31.74			$2,333.09
11/21/2012	CYCLE BILL	31.74			$2,364.83
12/18/2012	CYCLE BILL	31.74			$2,396.57
1/10/2013	PENALTY		$13.81		$2,410.38
1/15/2013	CYCLE BILL	31.74			$2,442.12
2/7/2013	PENALTY		$14.13		$2,456.25
2/19/2013	CYCLE BILL	31.74			$2,487.99
3/14/2013	PENALTY		$14.45		$2,502.44
3/20/2013	CYCLE BILL	31.74			$2,534.18
4/11/2013	PENALTY		$14.76		$2,548.94
4/17/2013	CYCLE BILL	31.74			$2,580.68
5/9/2013	PENALTY		$15.08		$2,595.76
5/22/2013	CYCLE BILL	31.74			$2,627.50
6/13/2013	PENALTY		$15.40		$2,642.90
6/18/2013	CYCLE BILL	31.74			$2,674.64
7/11/2013	PENALTY		$15.72		$2,690.36
7/17/2013	CYCLE BILL	31.74			$2,722.10
8/8/2013			$16.03		$2,738.13
9/19/2013	FINAL BILL	33.27			$2,771.40
10/18/2013	CYCLE BILL	39.67			$2,811.07

434 Leslie Drive

DATE	DESCRIPTION ON CHARGE/CREDIT	MONTHLY BILL	PENALTIES/SERVICE CHARGES	PAYMENTS	BALANCE ON ACCOUNT
11/11/2013	PENALTY		$0.40		$2,811.47
11/20/2013	CYCLE BILL	31.74			$2,843.21
12/18/2013	CYCLE BILL	31.74			$2,874.95
1/16/2014	CYCLE BILL	31.74			$2,906.69
2/19/2014	CYCLE BILL	31.74			$2,938.43
3/18/2014	CYCLE BILL	31.74			$2,970.17
4/15/2014	CYCLE BILL	31.92			$3,002.09
5/20/2014	CYCLE BILL	31.92			$3,034.01
6/17/2014	CYCLE BILL	31.92			$3,065.93
7/16/2014	CYCLE BILL	31.92			$3,097.85
8/13/2014	CYCLE BILL	31.92			$3,129.77
9/16/2014	CYCLE BILL	31.92			$3,161.69
10/15/2014	CYCLE BILL	31.92			$3,193.61
11/11/2014	CYCLE BILL	31.92			$3,225.53
12/16/2014	CYCLE BILL	31.92			$3,257.45
1/20/2015	CYCLE BILL	31.92			$3,289.37
2/17/2015	CYCLE BILL	31.92			$3,321.29
3/17/2015	CYCLE BILL	31.92			$3,353.21
4/14/2015	CYCLE BILL	31.92			$3,385.13
5/19/2015	CYCLE BILL	31.92			$3,417.05
6/16/2015	CYCLE BILL	31.92			$3,448.97
7/14/2015	CYCLE BILL	31.92			$3,480.89
8/17/2015	CYCLE BILL	31.92			$3,512.81
9/15/2015	CYCLE BILL	31.92			$3,544.73
10/14/2015	CYCLE BILL	31.92			$3,576.65
11/16/2015	CYCLE BILL	31.92			$3,608.57
12/15/2015	CYCLE BILL	31.92	$10.00		$3,650.49
1/13/2016	CYCLE BILL	31.92	$10.00		$3,692.41
2/11/2016	CYCLE BILL	31.92	$10.00		$3,734.33
3/14/2016	CYCLE BILL	31.92	$19.01		$3,785.26

434 Leslie Drive

DATE	DESCRIPTION ON CHARGE/CREDIT	MONTHLY BILL	PENALTIES/SERVICE CHARGES	PAYMENTS	BALANCE ON ACCOUNT
4/12/2016	CYCLE BILL	31.92	$19.33		$3,836.51
5/16/2016	CYCLE BILL	31.92	$19.64		$3,888.07
6/15/2016	CYCLE BILL	31.92	$19.96		$3,939.95
7/14/2016	CYCLE BILL	31.92	$20.28		$3,992.15
8/16/2016	CYCLE BILL	31.92	$20.60		$4,044.67
9/20/2016	CYCLE BILL	31.92	$20.92		$4,097.51
10/17/2016	CYCLE BILL	31.92	$21.24		$4,150.67
11/15/2016	CYCLE BILL	31.92	$21.56		$4,204.15
12/14/2016	CYCLE BILL	31.92	$21.88		$4,257.95
1/17/2017	CYCLE BILL	31.92	$22.20		$4,312.07
2/14/2017	CYCLE BILL	31.92	$22.52		$4,366.51
3/14/2017	CYCLE BILL	31.92	$22.84		$4,421.27
4/18/2017	CYCLE BILL	31.92	$33.16		$4,486.35
5/17/2017	CYCLE BILL	31.92	$13.47		$4,531.74
6/15/2017	CYCLE BILL	31.92	$23.79		$4,587.45
7/19/2017	CYCLE BILL	31.92	$24.11		$4,643.48
8/17/2017	CYCLE BILL	31.92	$24.43		$4,699.83
9/20/2017	CYCLE BILL		$24.75		$4,724.58
9/28/2017	CYCLE BILL	32.99	$10.00		$4,767.57
10/19/2017	CYCLE BILL	31.92			$4,799.49
11/20/2017	CYCLE BILL	31.92	$10.33		$4,841.74
12/21/2017	CYCLE BILL	31.92	$10.00		$4,883.66
1/19/2018	CYCLE BILL	31.92	$10.00		$4,925.58
2/19/2018	CYCLE BILL	31.92	$11.29		$4,968.79
3/20/2018	CYCLE BILL	31.92	$11.61		$5,012.32
4/17/2018	CYCLE BILL	31.92	$11.93		$5,056.17
5/17/2018	CYCLE BILL	31.92	$10.00		$5,098.09
6/18/2018	CYCLE BILL	31.92	$12.56		$5,142.57
7/17/2018	CYCLE BILL	31.92	$12.88		$5,187.37
8/16/2018	CYCLE BILL	31.92	$13.20		$5,232.49

434 Leslie Drive

DATE	DESCRIPTION ON CHARGE/CREDIT	MONTHLY BILL	PENALTIES/SERVICE CHARGES	PAYMENTS	BALANCE ON ACCOUNT
9/18/2018	CYCLE BILL	31.92	$13.52		$5,277.93
10/2/2018	IKALISIAK 10021811			-2,284.59	$2,993.34
	TOTALS	**3571.98**	**$1,705.95**	**-2284.59**	

9/27/2018 1:56:12 PM Instrument #2018195771 #1 Book:7603 Page:806 Laura E. Roth, Volusia County Clerk of Court
Doc Stamps $0.70 Transfer Amt $10.00

2K
10.00
.70

This instrument was prepared by and return to:
Kite Tax Lien Capital, LLC
2055 US Highway 1
Vero Beach, FL 32960

QUITCLAIM DEED

This Indenture, made this 25th day of September 2018, between 5T Wealth Partners, LP, a California limited partnership, whose address is 595 Coombs Street, Napa, California 94559, Grantor, Top Dollar Homes LLC, a Florida limited liability company, whose address is 3030 N Rocky Point Dr, Ste 150A, Tampa, FL 33607, Grantee.

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's successors, heirs and, assigns forever, the following described land, situate, lying and being in Volusia County, Florida, to-wit:

Lot 115, Spruce Creek Village Subdivision, as per Map in Map Book 33, Page 36, Public Records of Volusia County, Florida.

Tax Parcel Identification Number: 6315-09-00-1150

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Cole Coss
Witness Signature

Cole Coss
Witness Print Name

Witness Signature

Edward R. Moor
Witness Print Name

5T Wealth Partners, LP, a California limited partnership

By: _____

Name: Kelly P Kite JR, as manager of Kite Tax Lien Capital, LLC a Florida limited liability company as authorized signatory of 5T Wealth Partners, LP, a California limited partnership.

State of Florida

County of Indian River

The foregoing instrument was acknowledged before me this 25 day of Sept 2018, by Kelly P. Kite, JR as Manger of Kite Tax Lien Capital, LLC a Florida limited liability company as authorized signatory of 5T Wealth Partners, LP, a California limited partnership who is personally known to me or has produced a driver's license as identification.

DREW SWEENEY
MY COMMISSION # GG 147272
EXPIRES: January 29, 2022
Bonded Thru Notary Public Underwriters

(SEAL)

Printed Name: Drew Sweeney

Notary Public

2018 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L17000225013

FILED
Mar 06, 2018
Secretary of State
CC3440794542

Entity Name: TOP DOLLAR HOMES LLC

Current Principal Place of Business:

3030 N. ROCKY POINT DR.
STE 150A
TAMPA, FL 33607

Current Mailing Address:

3030 N. ROCKY POINT DR.
STE 150A
TAMPA, FL 33607

FEI Number: 82-3260348

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC.
3030 N. ROCKY POINT DR.
STE 150A
TAMPA, FL 33607 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	AMBR	Title	AMBR
Name	MCNEW, KIMBERLY	Name	HALL, JORDAN
Address	3030 N. ROCKY POINT DR. STE 150A	Address	3030 N. ROCKY POINT DR. STE 150A
City-State-Zip:	TAMPA FL 33607	City-State-Zip:	TAMPA FL 33607

I *hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: JORDAN HALL AMBR 03/06/2018

Electronic Signature of Signing Authorized Person(s) Detail — Date

Kim McNew 10/2/18

Water Bill	Water	Sewer	Garbage	Tax	EG	Landfill	Total	Total Penalties
6/16/09 to 9/19/13 from Page	495	585	464.21	49.5	14.83	40.32	1648.86	1122.54
6/16/09 to 9/19/13 Verified	495	585	464.21	49.5	14.83	40.32	1648.86	1122.54
8/16/13 to 9/20/17 from Page	465.3	549.9	396.14	46.53	37.34	11.88	1507.09	446.09
8/16/13 to 9/20/17 Verified	465.3	549.9	396.14	46.53	37.34	11.88	1507.09	446.09
8/12/17 to 9/18/18 from Page	129.03	152.49	111.44	12.9	10.17	0	416.03	137.32
8/12/17 to 9/18/18 Verified	129.03	152.49	111.44	12.9	10.17	0	416.03	137.32

434 Leslie

Total Bill: 5277.93

Water:	Sewer:	Garbage:	Tax:	EG:	Landfill:
1089.33	1287.39	971.79	108.93	62.34	52.2

Total minus penalties:
3571.98

Penalties:
1705.95

- 1287.39 Sewer

$ 2284.59 PAID 10-2-18

Requesting $2693.34 for $1

	Penalty	Late Charg	Water	Sewer	Garbage/Recycling	TAX	Energy Garbage	Landfill	Total Actual
6/16/2009					4.83				
7/21/2009	0.48		9.9	11.7	11.15	0.99			
8/18/2009	3.91		9.9	11.7	11.15	0.99			
9/15/2009	7.67		9.9	11.7	11.15	0.99			
10/20/2009	11.81		9.9	11.7	11.15	0.99			
11/17/2009	16.37		9.9	11.7	11.15	0.99			
12/15/2009	21.38		9.9	11.7	11.15	0.99			
1/19/2010	26.89		9.9	11.7	11.15	0.99			
2/16/2010	32.95		9.9	11.7	11.15	0.99			
3/17/2010	39.62		9.9	11.7	11.15	0.99			
*4/20/2010	15.68		9.9	11.7	11.15	0.99			
5/18/2010	51.9		9.9	11.7	11.15	0.99			
6/15/2010	60.46		9.9	11.7	11.15	0.99			
7/20/2010	69.88		9.9	11.7	11.15	0.99			
8/17/2010	80.25		9.9	11.7	11.15	0.99			
*9/21/2010	-111.4		9.9	11.7	11.15	0.99			
10/19/2010	83.88		9.9	11.7	11.15	0.99			
11/16/2010	95.64		9.9	11.7	11.15	0.99			
12/17/2010	108.58		9.9	11.7	11.15	0.99			
1/18/2011	122.81		9.9	11.7	11.15	0.99			
2/15/2011	138.47		9.9	11.7	11.15	0.99			
3/15/2011	48.19		9.9	11.7	11.15	0.99			
*4/19/2011	-453.65		9.9	11.7	11.15	0.99			
5/17/2011	25.45		9.9	11.7	11.15	0.99			
6/21/2011	27.25		9.9	11.7	11.15	0.99			
7/20/2011	27.24		9.9	11.7	11.15	0.99			
8/16/2011	28.01		9.9	11.7	11.15	0.99			
9/20/2011	28.7		9.9	11.7	11.15	0.99			
10/18/2011	29.45		9.9	11.7	7.38	0.99	0.27	1.75	
11/15/2011	30.04		9.9	11.7	7.38	0.99	0.27	1.75	
12/20/2011	30.62		9.9	11.7	7.38	0.99	0.27	1.75	
1/17/2012			9.9	11.7	7.38	0.99	0.27	1.75	
2/21/2012	28.82		9.9	11.7	7.38	0.99	0.27	1.75	
3/20/2012	29.26		9.9	11.7	7.38	0.99	0.27	1.75	
4/17/2012	32.51		9.9	11.7	6.65	0.99	0.75	1.75	
5/16/2012	33.46		9.9	11.7	6.65	0.99	0.75	1.75	
6/19/2012	34.46		9.9	11.7	6.65	0.99	0.75	1.75	
7/17/2012	35.28		9.9	11.7	6.65	0.99	0.75	1.75	
8/21/2012	36.12		9.9	11.7	6.65	0.99	0.75	1.75	

9/18/2012	36.94		9.9	11.7	6.65	0.99	0.75	1.75
10/31/2012	37.78		9.9	11.7	6.64	0.99	0.78	1.73
11/21/2012			9.9	11.7	6.64	0.99	0.78	1.73
12/18/2012			9.9	11.7	6.64	0.99	0.78	1.73
1/15/2013	13.81		9.9	11.7	6.64	0.99	0.78	1.73
2/19/2013	14.13		9.9	11.7	6.64	0.99	0.78	1.73
3/20/2013	14.45		9.9	11.7	6.64	0.99	0.78	1.73
4/17/2013	14.76		9.9	11.7	6.64	0.99	0.78	1.73
5/22/2013	15.08		9.9	11.7	6.64	0.99	0.78	1.73
6/18/2013	15.4		9.9	11.7	6.64	0.99	0.78	1.73
7/17/2013	15.72		9.9	11.7	6.64	0.99	0.78	1.73
FINAL 9/19/201	16.03		9.9	11.7	7.75	0.99	0.91	2.02
10/16/2013			9.9	11.7	12.39	0.99	1.46	3.23
11/20/2013	0.4		9.9	11.7	6.64	0.99	0.78	1.73
12/18/2013			9.9	11.7	6.64	0.99	0.78	1.73
1/16/2014			9.9	11.7	6.64	0.99	0.78	1.73
2/19/2014			9.9	11.7	6.64	0.99	0.78	1.73
3/18/2014			9.9	11.7	6.64	0.99	0.78	1.73
4/15/2014			9.9	11.7	8.55	0.99	0.78	
5/20/2014			9.9	11.7	8.55	0.99	0.78	
6/17/2014			9.9	11.7	8.55	0.99	0.78	
7/16/2014			9.9	11.7	8.55	0.99	0.78	
8/13/2014			9.9	11.7	8.55	0.99	0.78	
9/16/2014			9.9	11.7	8.55	0.99	0.78	
10/15/2014			9.9	11.7	8.55	0.99	0.78	
11/11/2014			9.9	11.7	8.55	0.99	0.78	
12/16/2014			9.9	11.7	8.55	0.99	0.78	
1/20/2015			9.9	11.7	8.55	0.99	0.78	
2/17/2015			9.9	11.7	8.55	0.99	0.78	
3/17/2015			9.9	11.7	8.55	0.99	0.78	
4/14/2015			9.9	11.7	8.55	0.99	0.78	
5/19/2015			9.9	11.7	8.55	0.99	0.78	
6/16/2015			9.9	11.7	8.55	0.99	0.78	
7/14/2015			9.9	11.7	8.55	0.99	0.78	
8/17/2015			9.9	11.7	8.55	0.99	0.78	
9/15/2015			9.9	11.7	8.55	0.99	0.78	
10/14/2015			9.9	11.7	8.55	0.99	0.78	
11/16/2015			9.9	11.7	8.55	0.99	0.78	
12/15/2015		10	9.9	11.7	8.55	0.99	0.78	
1/13/2016		10	9.9	11.7	8.55	0.99	0.78	

2/11/2016		10	9.9	11.7	8.55	0.99	0.78
3/14/2016	9.01	10	9.9	11.7	8.55	0.99	0.78
4/12/2016	9.33	10	9.9	11.7	8.55	0.99	0.78
5/16/2016	9.64	10	9.9	11.7	8.55	0.99	0.78
6/15/2016	9.96	10	9.9	11.7	8.55	0.99	0.78
7/14/2016	10.28	10	9.9	11.7	8.55	0.99	0.78
8/16/2016	10.6	10	9.9	11.7	8.55	0.99	0.78
9/20/2016	10.92	10	9.9	11.7	8.55	0.99	0.78
10/17/2016	11.24	10	9.9	11.7	8.55	0.99	0.78
11/15/2016	11.56	10	9.9	11.7	8.55	0.99	0.78
12/14/2016	11.88	10	9.9	11.7	8.55	0.99	0.78
1/17/2017	12.2	10	9.9	11.7	8.55	0.99	0.78
2/14/2017	12.52	10	9.9	11.7	8.55	0.99	0.78
3/14/2017	12.84	10	9.9	11.7	8.55	0.99	0.78
4/18/2017	13.16	10	9.9	11.7	8.55	0.99	0.78
5/17/2017	13.47	10	9.9	11.7	8.55	0.99	0.78
6/15/2017	13.79	10	9.9	11.7	8.55	0.99	0.78
7/19/2017	14.11	10	9.9	11.7	8.55	0.99	0.78
8/17/2017	14.43	10	9.9	11.7	8.55	0.99	0.78
FINAL 9/20/201	14.75	10					
9/28/2017		10	10.23	12.09	8.84	1.02	0.81
10/19/2017			9.9	11.7	8.55	0.99	0.78
11/20/2017	0.33	10	9.9	11.7	8.55	0.99	0.78
12/21/2017		10	9.9	11.7	8.55	0.99	0.78
1/19/2018		10	9.9	11.7	8.55	0.99	0.78
2/19/2018	1.29	10	9.9	11.7	8.55	0.99	0.78
3/20/2018	1.61	10	9.9	11.7	8.55	0.99	0.78
4/17/2018	1.93	10	9.9	11.7	8.55	0.99	0.78
5/17/2018		10	9.9	11.7	8.55	0.99	0.78
6/18/2018	2.56	10	9.9	11.7	8.55	0.99	0.78
7/17/2018	2.88	10	9.9	11.7	8.55	0.99	0.78
8/16/2018	3.2	10	9.9	11.7	8.55	0.99	0.78
9/18/2018	3.52	10	9.9	11.7	8.55	0.99	0.78

Waiver or Reduction of Interest and Penalties of Utility Liens

In reviewing the request for a waiver/reduction of a utility lien on the upcoming October 16th agenda, Legal has researched the City's past practice with regard to reduction or waiver of utility liens and the City's obligation as to bonded revenues. The question is whether interest and penalties associated with past due utility accounts or utility liens are considered bonded revenues.

The answer is in the affirmative. The City has obligated the revenues from utility billing to revenue bonds. Per the bond resolution, *all* revenues related to utility billing are obligated to the bonds. Legal has spoken with the City's Bond Counsel, who gave the opinion that the interest and penalties associated with past due utility accounts and utility liens are considered bonded revenues.

In reviewing past practice, generally, the City has not allowed for reductions or waivers for utility liens or past due utility accounts. However, last year the City did grant a reduction of the penalties and interest portion of a utility lien encumbering 866 Chickadee Drive. In an effort to remain in compliance with the City's bond obligations, it is Legal's opinion that the City pay the water and sewer fund the amount waived last year in order to make the bond fund whole. Furthermore, Legal recommends that the City not waive or reduce monies owed to the City when said monies are bonded revenues.

An alternative in assisting citizens with outstanding balances that the City has used in the past is payment plans for extended periods, such as 3 or 5 years, interest free. This mechanism continues to protect the revenue with a lien on the property until the payment plan is complete and assists the owner by allowing payments over time, interest free.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: No

SUBJECT: (C14) Fee Waiver request Riverwalk Park Event

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION:

SUMMARY: Sean Tomarelli with Youth Athletic Charity Inc. is requesting a fee waiver for facility rental and staffing associated with the event. The event is scheduled for Tuesday November 27, 2019 at Riverwalk Park from 5pm-8pm. **The rental fee is $195.00 and staffing fees for parks and police are estimated at $340.00 for a total cost of $535.00.** The fee matrix supports a **85% waiver**. Mr. Tomarelli is present to speak on this item. The event planner would still be required to provide liability and liquor liability insurance for the event. Attached for your review are the associated documents.

Project No.: Funding Account No.:

ATTACHMENTS:

1.	request letter	request letter.pdf
2.	Fee Waiver Matrix	Fee Waiver Matrix.xlsx
3.	beer5KRiverwalkapp	beer5KRiverwalkapp.pdf
4.	special event permit	special event permit.pdf
5.	Certificate of Insurance	Certificate of Insurance.pdf

Susan Lovallo	Created/Initiated - 10/15/2018
Susan Lovallo	Approved - 10/18/2018
Jake Johansson	Approved - 10/22/2018
Robin Fenwick	Final Approval - 10/22/2018

YOUTH ATHLETIC CHARITY

To: City of Port Orange

I'd like to request a fee waiver for the 5K Beer Walk and Food Truck Rally, which will be hosted on Tuesday, November 27th at Riverwalk Park.

This event is hosted by Youth Athletic Charity, and 100% of profits will benefit the charity.

Specifically, the funds raised will be used to support two new athletic programs created by Youth Athletic Charity. Both programs will support the City of Port Orange residents. The first program, which starts in January, is titled YAC Football Academy, and will be hosted in Port Orange at the AMP training facility. The second program, which starts in March, is titled YAC Basketball Academy, and will be hosted at Vince Carter Athletic Center at Mainland High School. These programs will provide premium athletic training to less fortunate and high risk youth who cannot afford such a program. The ultimate goal for these programs is to create opportunity for the participants through sports, and help participants be awarded a college athletic scholarship. Participants are welcome from Port Orange, and surrounding areas, and is 100% free.

Please consider waiving the fees associated with this event, so we can use these funds to make a bigger impact on the community,

Sincerely,

Sean Tomarelli
Founder and CEO
Youth Athletic Charity
seantomarelli@gmail.com
386-795-2054

Event	Type Event Name Here	
Question	**Checklist**	**Yes**
1	Open to public participation without regard to religious or other membership requirements	x
2	Activity or event is aimed at promoting and facilitating physical, social or cultural activities for the community	x
3	Free Admission	x
4	Proceeds benefit a non-profit, government or public educational institution (Select "No" if proceeds benefit a for-profit or individual)	x
5	Local Preference	Port Orange
TOTAL FINAL CHARGE (as a percent of normal fees)		

Directions:
Answer the questions as best you can based on the response from the person requesting a waiver.
Answer "Yes" or "No" by placing an "X" in the correct column
Questions 1 and 2 must have an "X" in one of the columns
Question 3 can be left blank if it is a "private event"
Question 4 can be left blank if there are no proceeds (i.e., ticket sales, food sales, clothing sales, etc.)
Question 5 is a drop down box. Pick the appropriate response. Leave it blank if the person or organization is from outside the State of Florida
The resulting percentage is the recommended amount someone would pay as a percent of the total normal fees.

	Total Charge
No	100%
	-18%
	-23%
	-13%
	-23%
	-8%
	15%

Ins ____ Deposit Recieved
Full Payment ____ 10/1/2018

Revised June 2018

CITY OF PORT ORANGE

SPECIAL EVENT APPLICATION

THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED 30 DAYS PRIOR TO THE EVENT
Port Orange Parks and Recreation, 4655 City Center Circle, Port Orange, FL 32129 Fax: 386-756-5351

Please submit a $100 reservation deposit upon application.

Accepted forms of payment include cash, credit card, and check (rendered to the City of Port Orange).

SECTION 1: LESSEE INFORMATION

Individual

(This section is for use by individuals only)

Name: Sean Tomarelli Email: seantomarelli@gmail.com
Address: 2819 Gladys Ter. City: Daytona Beach State: FL Zip Code: 32118
Daytime Phone: 386-795-2054 Cell: 386-795-2054 Fax No: ____
Event Point of Contact (POC): Sean Tomarelli POC Phone: 386-795-2054

Company/Organization

Company/Organization Name: Youth Athletic Charity Email: seantomarelli@gmail.com
Address: 2819 Gladys Ter. City: Daytona Beach State: FL Zip Code: 32118
Organization Website: www.giveyac.com
Authorized Representative Point of Contact (POC) Name & Title: Sean Tomarelli, Founder & CEO
POC Daytime Phone: ____ Cell: 386-795-2054 Fax No: ____

Tax Exempt: (Yes) No
(Florida Exemption Certificate Required)

SECTION 2: EVENT INFORMATION

Date of Event: 11/27/2018 Name of Event: GivingTuesday 5K Beer Walk & Food Truck Rally
Describe Event: 5k walk around park where participants can drink beer and eat food

Rental Hours: 5PM AM/PM to 8PM AM/PM
The total number of rented hours shall include the time necessary for set-up and clean-up.

Event Timeframe: Set-Up/Assembly: 5-6PM Event Hours: 6PM - 8PM Clean-Up: 7:45-8PM

Please check next to the expected number of people in attendance:

1-50 ____	50-100 ____	100-500 X	500-1000 ____	1000-2000____	2000-4000____	5000____	Other____ Please specify

Please check next to the facility/facilities you will be utilizing:

Amphitheater____	City Center Circle____	Veteran's Park____	Riverwalk Park X	Riverwalk Pavilions____
City Hall Plaza & Green___	City Center Lake____	Other____ Please specify →		

SECTION 3: EVENT DETAILS

Please answer the following questions regarding your event:

Is the event open to the public? (YES) NO

Will the event be promoted/advertised? (YES) NO — If yes, please describe all methods Social Media and Press

Will admission (tickets, donations, solicitations, ect) be charged for the event? (YES) NO — If yes, detail cost per person and revenue sources Free to non race participants. $30 for 5k walk participants

Does your event have vendors selling or distributing food, beverages, services, ect? (YES) NO — If yes, who and what will be sold? Food trucks will sell food

Will you be catering the event? YES (NO) — If yes, who will be catering? _____

Is alcohol being requested at the event? (YES) NO — If yes, an additional alcohol application is required to be filled out and approved by the Special Event Alcohol Committee.

The following activities/uses may require a permit, fee and/or additional documentation.
Please check all that apply to your event.

X Amplified sound	____ Amusement Rides	____ Street, lane, sidewalk closure	____ Live or recorded music
____ Stages	____ Additional power source	____ Tents/banners/signs	____ Commercial filming/photography
____ Parade	____ Parachutes	____ Inflatable devices	____ Fireworks/pyrotechnics
____ Aircraft	____ Watercraft	____ Portable restrooms	____ Live animals

If you checked any of the above items, please provide a complete description of the activity or need.
Speakers to speak on and play music

Is there anything about the event that you think we should know? It will be a great event, and the funds raised will be used to benefit our city

SECTION 4: HOLD HARMLESS/INSURANCE AGREEMENT

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

The licensee shall supply a "Certificate of Liability Insurance" reflecting minimum coverage of $1,000,000 (one million dollars) per occurrence. The City of Port Orange shall be named as an additional insured, which shall be noted on the certificate. The certificate shall indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Department of Recreation no later than thirty (30) calendar days prior to program/event date. This requirement may be waived by the head of the Parks and Recreation department or his or her designee.

COPYRIGHT LAW: Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to Indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

Licensee Signature: _____ **Date:** 11/27/18

SECTION 5: RULES AND REGULATIONS

Applications & Deposits

1. Applications must be received at least 30 days prior to the event.
2. A reservation deposit of $100.00 is due when the application is submitted and will be credited to the rental invoice.

Cancellations & Refunds

1. All cancellations must be received in writing.
2. To receive a full refund of any payment remitted to the City of Port Orange, including the reservation deposit, written notification must be received within 30 days of rental.

Payments

100% of fees must be paid 14 days prior to the rental date.

Licensee Initials: ST

Special Event Facilities Guidelines

1. All events and functions must file a permit with the City of Port Orange (hereafter "the City") Parks and Recreation Department. Sub-leasing is prohibited.
2. The City prohibits gate admission being charged to the public on the City property without the express written consent of the City Manager, or his designee.
4. If additional staging is added to the present stage, a $1,000.00 bond (cash) must be posted before construction.
5. No heavy equipment or props will be brought onto event site, or seating area without the expressed written consent of the City.
6. Lessee's are responsible for the clean-up of the City facility/property proceeding their event and may be charged for excessive clean up incurred by the Parks and Recreation Department once the lessee has vacated the premises. Facility/ property must be left in the same condition, as when rented; if not, the damage/clean-up costs will be charged back to the applicant.
7. The lessee agrees to remove any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
8. Permanent attachment of props or decorations by using screws, nails etc. is prohibited on City property.
9. Lessees are responsible for any damage obtained as a direct result of the lessee's guests, activities etc.
10. Alcoholic beverages are prohibited in all the City parks and facilities without the express written consent of the City Manager, or his designee. Any event that is requesting alcohol at their event must fill out an alcohol application that must be approved by the Special Event Alcohol Committee.
11. Profanity or unacceptable behavior by performers, lessee, or their guests will not be tolerated. If Parks and Recreation personnel deem behavior and/or performances unacceptable, they have the right to revoke all permits, present and future, for this facility and terminate any and all activities.
12. The City holds the right to cancel, or terminate any permit if they feel that the public's safety is in jeopardy.
13. It is the lessee's responsibility to hire and pay for any required City Services or equipment such as, but not limited to, Police, Fire, Parks, Public Works etc., unless written consent has been granted by the City Manager, City Council or their designees.
14. Amplified sound is not permissible during the times of 10pm-7am as deemed by the City noise ordinance without the express written consent of the City Manager, or his designee.

Licensee Initials: ST

As a representative of the event, I do hereby accept that I have read and agree to all of the provided rules, regulations and guidelines for facility rentals as put forth by the City of Port Orange.

Licensee Signature: _____ **Print Name:** Sean Tomarelli **Date:** 11/27/2018

SECTION 6: LICENSEE ACKNOWLEDGEMENT

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

Licensee Signature: _____ **Date:** 11/27/2018

The program/event will be terminated should it create or cause any violation of Local, State, Federal laws or ordinances.

THE PARKS AND RECREATION DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.

CITY OF PORT ORANGE
SPECIAL EVENT FACILITIES
4655 City Center Circle
Port Orange, FL 32129
Phone: 386-506-5936
Fax: 386-756-5351

IT STARTS IN PARKS
Coaching. Connecting. Community.

RENTAL RATES & FEES

SPECIAL EVENT FACILITIES

Facility	Per Hour Rental Rate
Kenneth W. Parker Amphitheater	$100.00
City Center Circle	$40.00
Riverwalk Park	$40.00
Riverwalk Pavilions	$75.00 (per 3 hours)
City Center Lake	$25.00
Veteran's Park	$30.00
City Hall Plaza and Green	$50.00

ADDITIONAL SPECIAL EVENT FEES

City Services	Fee
Electrical Fee for Power Pedestals	$50.00/each
Trash Cans	$2.00/each
Barricades	$2.00/each
Police Services	$40.00/hr
VIPS (Volunteers in Police Services)	Free w/ Police
Fire Services including First Aid	$55.00/hr
Parks, Public Works, or Public Utilities Services	$25.00/hr
Water Hook Up	$25.00
Reservation Deposit	$100.00
Alcohol Fee	$75.00
Part-Time Recreation Staff (per employee)	$15.00/hr
Electronic sign board	$65.00 per day

City of Port Orange Parks &
Recreation Department
4655 City Center Circle
Phone: (386) 506-5851
Fax: (386) 756-5351
parks.port-orange.org

Facility Rental Invoice

Invoice #: 5823
Invoice Date: 10/01/2018
Payment Due: 11/13/2018
Permit #: 18-00543
Use Type: Special Event
Description: Giving Tuesday 5K Beer Walk & Food Truck

Customer

Youth Athletic Charity Inc.
Sean Tomarelli
2819 Gladys Ter
Daytona Beach, FL 32118

Location: Riverwalk Park - Riverwalk Event Lawn **Hours: 3.00**

Date	Day	Time	Fee Description	Qty	Unit	Rate	Total	Tax
11/27/2018	Tue	5:00 PM-8:00 PM	Riverwalk Park Hourly	3.00	Hours	$40.00	$120.00	$0.00
11/27/2018	Tue	5:00 PM-8:00 PM	Alcohol Flat Rate	1.00	Each	$75.00	$75.00	$0.00
11/27/2018	Tue	5:00 PM-8:00 PM	Parks Crew Staff Flat Rate	4.00	Each	$25.00	$100.00	$0.00

Please Remit full payment by 11/13/2018

Total Hours	3.00
Total Fees	$295.00
Total Tax	$0.00
Invoice Total	$295.00
Amount Paid	$100.00
Balance Due	$195.00

CITY OF PORT ORANGE

ALCOHOL PERMIT APPLICATION FOR SPECIAL EVENTS

APPLICATIONS MUST BE COMPLETED IN FULL AND SUBMITTED 60 DAYS PRIOR TO THE EVENT

Port Orange Parks and Recreation, 4655 City Center Circle, Port Orange, FL 32129 Fax: 386-756-5351

The following application is required for any individual or organization seeking a permit to sell or serve alcohol at a public social event in the City of Port Orange.

ALCOHOL GUIDELINES

1) Per City ordinance (Sec 6-3) any applicant requesting a permit to sell or serve alcohol at a special event open to the public must fill out the City alcohol application and pay a $75.00 non-refundable alcohol fee.
2) Applications must be submitted no less than 60 calendar days prior to the event date.
3) Per Florida Statute 561.422, only nonprofit civic organizations, charitable organizations, municipalities, or counties may apply for a temporary permit to sell alcoholic beverages at public special events. Only nonprofit civic organizations or charitable organizations will be allowed to earn profits from sales under such permit. No more than 12 temporary permits will be issued in one calendar year to any one organization and no permit will last more than three consecutive days. This state permit is required to sell alcohol in the City of Port Orange.
4) Applicants must provide the City with a one million dollar liquor liability insurance certificate in addition to the one million dollar general liability insurance which is required for all public special events. The certificate must list the City of Port Orange as an additional insured.
5) All applications must include plans for dispensing alcohol, age identification, security, marketing, and cleanup.
6) All applications must include an aerial sketch of the event space, including alcohol perimeter, dispensing stations, and identification stations.
7) Glass containers are prohibited to be sold or dispensed. Only containers 16oz or less can be sold and served.
8) No shots, defined as a single serving of undiluted or minimally diluted spirits or a mix of spirits commonly served in a small glass shall be served. Liquor must be diluted with a non-alcoholic beverage and served as a mixed drink or cocktail.
9) Any public advertisements that promote the sales of alcohol and list the City of Port Orange or a City facility must be pre-approved by the City Manager's office prior to print.
10) The City of Port Orange reserves the right to shutdown alcohol sales at any time if they feel the public's safety is in jeopardy or should the sale of alcohol cause or create any violation of Local, State, or Federal laws or ordinances.

YOUTH ATHLETIC CHARITY

Youth Athletic Charity
2819 Gladys Ter.
Daytona Beach, FL 32118

Dear City of Port Orange,

Please find below additional event plan information for the 5K Beer Walk and Food Truck Rally hosted by Youth Athletic Charity at Riverwalk Park on 11/27/2018

1. Alcohol will be dispensed by can from 6 - 8PM via cans. Domestic will cost $3, and craft will cost $4.
2. Participants will be checked for age at the registration desk and receive a wristband. Their ID will also be checked at the point of alcohol purchase.
3. There will be Police at this event to manage this.
4. We do not plan to advertise the City of Port Orange, but if we do we will send those materials through.
5. See Attached.

Sincerely,

Sean Tomarelli
Founder, CEO
Youth Athletic Charity
386-795-2054
seantomarelli@gmail.com

EVENT INFORMATION

Name of the Event: GivingTuesday 5K Beer Walk & Food Truck Rally

Date: 11/27/2018 Event Location: Riverwalk Park 3459 S Ridgewood Ave, Port Orange, FL 32129

ORGANIZATION INFORMATION

Name of Organization: Youth Athletic Charity FEIN # 82-3758210

Address of Organization: 2819 Gladys Ter. Daytona Beach, FL 32118

Contact name: Sean Tomarelli Title: Founder & CEO

Email: seantomarelli@gmail.com Phone: 386-795-2054

EVENT PLAN INFORMATION

In addition to the above information, please include the following details to complete this application.

1) Describe the alcohol dispensing plan. Include hours of operations, how the alcohol will be dispensed (i.e. kegs, cans, etc.), who will dispense the alcohol, and the size and price per serving.
2) Describe the plan for age identification. Will there be a separate station for checking identification? How will patrons be marked as having been properly identified?
3) Provide a plan for event security as it pertains to alcohol sales. Detail how the alcohol perimeter will be marked, a plan for refusal of service, and a plan for shutdown.
4) Submit any marketing materials that list the City of Port Orange and advertise the sale of alcohol.
5) Submit an aerial sketch of the area indicating the alcohol perimeter, dispensing stations and identification stations.

LICENSEE ACKNOWLEDGEMENT

As a representative of the event, I do hereby accept that I have read and agree to all of the provided rules, regulations and guidelines for alcohol sales as put forth by the City of Port Orange and the State of Florida. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

Licensee Signature: Date: 11/27/2018

Print Name: Sean Tomarelli

OFFICIAL USE ONLY

Parks & Recreation Department Head

Approve ____ Deny ____

Comments:_____

_____

_____ _____ _____

Staff Name (please print) Signature Date

Police Chief

Approve ____ Deny ____

Comments:_____

_____

_____ _____ _____

Staff Name (please print) Signature Date

Community Development Senior Planner

Approve ____ Deny ____

Comments:_____

_____

_____ _____ _____

Staff Name (please print) Signature Date

Risk Manager

Approve ____ Deny ____

Comments:_____

_____

_____ _____ _____

Staff Name (please print) Signature Date

City Manager

Approve ____ Deny ____

Comments:_____

_____

_____ _____ _____

Staff Name (please print) Signature Date

HALIFAX RIVER

11

10

Alcohol Dispensing

ENTRANCE & ID CHECK

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF ALCOHOLIC BEVERAGES & TOBACCO
ODP APPLICATION# 144914 FILE # 40458

TEMPORARY LICENSE/PERMIT

EFFECTIVE DATE: 11/27/2018 EXPIRATION DATE: November 27, 2018

DATE	RECEIPT NBR	FEE	LICENSE NBR	SERIES	CLASS
10/03/2018	188191856	$25	ODP7401253	ODP	

NON-TRANSFERABLE, DISPLAY CONSPICUOUSLY, VALID ONLY FOR THE DATE AND PLACE INDICATED

GIVING TUESDAY 5 K BEER WALK & FOOD
TRUCK RALLY
YOUTH ATHLETIC CHARITY
3459 S RIDGEWOOD AVE
PORT ORANGE, FL 32129

CONTROL NUMBER: 21354374

DISPLAY AS REQUIRED BY LAW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2018

PRODUCER

East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley, CA 95945
Phone: (530) 477-6521 Email: info@theeventhelper.com

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Youth Athletic Charity
Sean Tomarelli
2819 Gladys Ter
Daytona Beach, FL 32118

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Company	35378
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	Y	**GENERAL LIABILITY**				EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY	3DS5466-M1169582	11/27/2018	11/28/2018	MED EXP (Any one person)	$ 5,000
		[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
		[X] Host Liquor Liability	3DS5466-M1169582	11/27/2018	11/28/2018	GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 1,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				DEDUCTIBLE	$ 1,000
		[ ] Retail Liquor Liability					$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.
Attendance: 200, Event Type: Charity Benefit.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE Will Maddux

© ACORD CORPORATION 1988

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Port Orange 1000 City Center Circle Port Orange, FL 32129
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations; or

B. In connection with your premises owned by or rented to you.

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The Golf Club at Cypress Head
Course Cash Flow Report
September 30, 2018

	September	*YTD*
EBITDA	($24,557.84)	$47,772.44
Management Fee Expense	(5,827.11)	(75,066.90)
Depreciation & Amortization	(95.61)	(1,146.44)
Net Income	(30,480.56)	(28,440.90)
Working Capital Changes		
Inventory	(1,559.58)	4,815.40
Receivables	109,973.88	(9,228.27)
Payables	6,546.28	4,884.94
Due to from the City	(0.46)	470.40
Prepaids	(4,690.59)	(4,506.92)
Accrued Liabilities	(12,138.48)	(18,314.40)
Other Liabilities	(22,198.20)	(19,871.53)
Depreciation & Amortization	95.61	1,146.44
Operating Cash Flow	45,547.90	(69,044.84)
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	45,547.90	(69,044.84)
Beginning Cash	100,327.05	214,919.79
Net Cash Flows	45,547.90	(69,044.84)
Ending Cash	145,874.95	145,874.95

The Golf Club at Cypress Head
Comparative Income Statement
For the Twelve Months Ending September 30, 2018

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	66,464	1,146,664	1,146,664	100%	69,028	1,111,456	1,180,861	94%
Merchandise	4,423	63,915	63,915	100%	4,443	68,906	59,537	116%
Other Pro Shop	290	13,751	13,751	100%	877	15,010	11,927	126%
Range	2,433	35,853	35,853	100%	1,882	34,886	36,706	95%
Food and Beverage	15,788	15,788	15,788	100%	0	121,455	146,600	83%
Other Operating Revenues	2,431	39,356	39,356	100%	2,276	36,815	39,944	92%
TOTAL REVENUE	91,829	1,315,327	1,315,327	100%	78,506	1,388,528	1,475,576	94%
COST OF SALES								
Merchandise	2,449	37,436	37,436	100%	2,531	41,273	38,699	107%
Food & Beverage	6,042	6,042	6,042	100%	0	55,573	53,858	103%
TOTAL COGS	8,491	43,478	43,478	100%	2,531	96,846	92,557	105%
COGS - Merchandise %	55.4%	58.6%	58.6%	100.0%	57.0%	59.9%	65.0%	92.2%
COGS - Food %	38.3%	38.3%	38.3%	100.0%		45.8%	36.7%	124.7%
PAYROLL								
Course and Grounds	27,005	341,675	341,675	100%	24,565	286,413	375,767	76%
Carts, Range, Starters, Etc.	5,711	86,435	86,435	100%	6,648	86,159	99,348	87%
Pro Shop	2,290	42,904	42,904	100%	5,585	56,997	52,439	109%
Food and Beverage	9,850	9,850	9,850	100%	0	81,967	74,205	110%
General and Administrative	12,311	133,923	133,923	100%	10,153	138,756	152,526	91%
Marketing	3,622	49,654	49,654	100%	3,874	51,006	49,611	103%
TOTAL PAYROLL	60,789	664,441	664,441	100%	50,825	701,298	803,897	87%
OPERATING EXPENSES								
Course and Grounds	18,273	252,335	252,335	100%	24,530	208,057	280,678	74%
Carts, Range, Starters, Etc.	6,236	80,327	80,327	100%	6,457	82,037	83,934	98%
Pro Shop	559	6,324	6,324	100%	35	6,359	7,954	80%
Food and Beverage	1,413	1,413	1,413	100%	0	17,884	18,372	97%
General and Administrative	15,033	210,751	210,751	100%	16,819	208,210	209,750	99%
Marketing	3,796	22,941	22,941	100%	1,867	20,064	30,260	66%
TOTAL OPERATING EXPENSES	45,309	574,091	574,091	100%	49,709	542,612	630,948	86%
TOTAL EXPENSES	114,590	1,282,010	1,282,010	100%	103,064	1,340,755	1,527,402	88%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,570)	(69,411)	(69,411)	100%	(5,827)	(75,067)	(73,696)	102%
Depreciation & Amortization	541	(1,146)	(1,146)	100%	(96)	(1,146)	(4,572)	25%
TOTAL OTHER INCOME (EXPENSE)	(6,028)	(70,557)	(70,557)	100%	(5,923)	(76,213)	(78,268)	97%
NET INCOME	(28,789)	(37,241)	(37,241)	100%	(30,481)	(28,441)	(130,094)	22%
Paid Rounds	2,290	36,904	36,904	7%	2,216	35,583	37,150	96%
Annual Pass Rounds	471	8,095	8,095	8%	427	6,899	8,542	81%
Other Rounds	168	2,719	2,719	7%	230	2,590	2,924	89%
Total Rounds	2,929	47,718	47,718	7%	2,873	45,072	48,615	93%
Revenue/Paid Rounds	40.10	35.64	35.64	94%	35.43	39.02	39.72	98%
Revenue/Total Rounds	31.35	27.56	27.56	91%	27.33	30.81	30.35	101%

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2018

	09/30/18	09/30/17	09/30/17
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	113,142	191,390	191,390
Cash - Payroll	31,383	21,980	21,980
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	700	700
Total Cash	145,875	214,920	214,920
Accounts Receivable			
A/R Member	107,885	98,657	98,657
Total Accounts Recievable	107,885	98,657	98,657
Other Current Assets			
Inventory - Merchandise	16,567	13,394	13,394
Inventory - Food & Beverage	0	7,988	7,988
Prepaid Insurance	20,601	21,005	21,005
Prepaid Exp - Other	10,969	3,059	3,059
Total Other Current Assets	48,137	45,445	45,445
TOTAL CURRENT ASSETS	301,897	359,022	359,022
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(26,529)	(25,383)	(25,383)
TOTAL PROPERTY, PLANT AND EQUIPMENT	9,619	10,765	10,765
OTHER ASSETS:			
Deposits (in ST section of chart)	0	3,000	3,000
TOTAL OTHER ASSETS	0	3,000	3,000
TOTAL ASSETS	311,516	372,787	372,787

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2018

	09/30/18	09/30/17	09/30/17
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	29,464	24,579	24,579
Accts Pay - Other	22,055	21,585	21,585
Accrued Expenses	480	4,190	4,190
Accrued Payroll	29,420	28,213	28,213
Accrued Taxes	3,477	13,317	13,317
Accrued Interest	0	5,971	5,971
Deferred Revenue	255,063	274,935	274,935
TOTAL CURRENT LIBILITIES	339,958	372,789	372,789
TOTAL LIABILITIES	339,958	372,789	372,789
STOCKHOLDER'S EQUITY			
Retained Earnings	(28,442)	(1)	(1)
Net Retained Earnings	(28,442)	(1)	(1)
Stockholders Equity	(28,442)	(1)	(1)
TOTAL STOCKHOLDER'S EQUITY	(28,442)	(1)	(1)
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	311,516	372,787	372,787

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2018

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual	TOTAL
EBITDA	(22,272)	12,617	5,159	11,030	53,658	52,268	36,898	(20,911)	(16,423)	(4,773)	(34,923)	(24,558)	47,772
Management Fee Expense	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(6,684)	(5,827)	(5,827)	(5,827)	(5,827)	(5,827)	(5,827)	(75,067)
Depreciation & Amortization	(154)	(154)	(154)	79	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(1,146)
Net Income	(29,109)	5,779	(1,678)	4,425	46,879	45,488	30,976	(26,833)	(22,345)	(10,695)	(40,846)	(30,481)	(28,441)
Working Capital Changes													
Inventory	(5,003)	(788)	1,160	(1,566)	2,731	6,752	3,555	(1,548)	1,046	(1,120)	1,156	(1,560)	4,815
Receivables	92,946	(3,309)	8,030	(52)	(269)	(550)	(705)	1,585	(9,619)	(1,096)	(206,163)	109,974	(9,228)
Prepaid Expenses	5,498	4,924	(5,397)	5,169	5,169	(10,030)	4,758	5,212	(15,488)	437	(68)	(4,691)	(4,507)
Payables	2,568	3,075	(15,439)	2,596	8,267	(9,088)	6,871	4,768	15,204	(24,699)	4,217	6,546	4,885
Due to from the City	319	0	245	(114)	(146)	316	(151)	(212)	430	(67)	(148)	0	470
Accrued Expenses	(24,223)	(2,164)	1,918	5,361	9,488	4,515	(6,612)	(19,566)	5,689	2,491	16,927	(12,138)	(18,314)
Deferred Revenues	(51,870)	(9,383)	(11,204)	(16,429)	(20,927)	(19,323)	(17,389)	(17,825)	(16,829)	(17,791)	201,297	(22,198)	(19,872)
Depreciation & Amortization	154	154	154	(79)	96	96	96	96	96	96	96	96	1,146
Operating Cash Flow	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	(23,533)	45,548	(69,045)
Investing Activities													
Financing Activites													
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	(23,533)	45,548	(69,045)
Beginning Cash	214,920	206,199	204,487	182,275	181,586	232,873	251,047	272,446	218,122	176,305	123,860	100,327	2,364,445
Net Cash Flows	(8,721)	(1,712)	(22,212)	(689)	51,287	18,175	21,398	(54,323)	(41,818)	(52,445)	(23,533)	45,548	(69,045)
Ending Cash	206,199	204,487	182,275	181,586	232,873	251,047	272,446	218,122	176,305	123,860	100,327	145,875	2,295,400

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
40,817	42,862	95%	38,231	107%	Green Fees	662,108	703,233	94%	670,512	99%	703,233	662,108
28,211	26,050	108%	28,234	100%	Cart Fee	449,348	477,628	94%	476,152	94%	477,628	449,348
0	0	0%	30	0%	Merchandise	0	0	0%	30	0%	0	0
10	20	50%	20	50%	Handicap Fee	4,169	4,538	92%	4,630	90%	4,538	4,169
677	250	271%	100	677%	Lessons	7,381	4,480	165%	6,271	118%	4,480	7,381
190	200	95%	170	112%	Rental Clubs	3,460	2,909	119%	2,850	121%	2,909	3,460
4,443	3,600	123%	4,393	101%	Retail	68,906	59,537	116%	63,885	108%	59,537	68,906
1,882	2,533	74%	2,433	77%	Range	34,886	36,706	95%	35,853	97%	36,706	34,886
0	0	0%	8,397	0%	Food & Beverage	63,318	88,400	72%	8,397	754%	88,400	63,318
0	0	0%	5,521	0%	Beer	34,326	33,000	104%	5,521	622%	33,000	34,326
0	0	0%	1,546	0%	Liquor	19,723	20,900	94%	1,546	1276%	20,900	19,723
0	0	0%	324	0%	Wine	3,896	4,300	91%	324	1201%	4,300	3,896
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
2,276	2,060	111%	2,431	94%	City Surcharge R & R	36,815	39,944	92%	39,356	94%	39,944	36,815
78,506	77,574	101%	91,829	85%	Total Revenues	1,388,528	1,475,576	94%	1,315,327	106%	1,475,576	1,388,528
					COST OF GOODS SOLD							
2,531	2,340	108%	2,449	103%	COGS - Merchandise	41,273	38,699	107%	37,436	110%	38,699	41,273
0	0	0%	2,566	0%	COGS - Food & Beverage	29,560	33,358	89%	2,566	1152%	33,358	29,560
0	0	0%	2,669	0%	COGS - Beer	17,668	13,430	132%	2,669	662%	13,430	17,668
0	0	0%	709	0%	COGS - Liquor	6,638	5,858	113%	709	937%	5,858	6,638
0	0	0%	99	0%	COGS - Wine	1,707	1,212	141%	99	1725%	1,212	1,707
2,531	2,340	108%	8,491	30%	Total COGS	96,846	92,557	105%	43,478	223%	92,557	96,846
75,975	75,234	101%	83,338	91%	GROSS MARGIN	1,291,682	1,383,019	93%	1,271,848	102%	1,383,019	1,291,682
56.96%	65.00%	87.64%	55.36%	102.89%	COGS - Merchandise %	59.90%	65.00%	92.15%	58.57%	102.26%	65.00%	712.78%
0.00%	0.00%	0.00%	30.56%	0.00%	COGS - Food & Beverage %	46.68%	37.74%	123.72%	30.56%	152.76%	37.74%	273.19%
0.00%	0.00%	0.00%	48.34%	0.00%	COGS - Beer %	51.47%	40.70%	126.47%	48.34%	106.48%	40.70%	286.47%
0.00%	0.00%	0.00%	45.83%	0.00%	COGS - Liquor %	33.65%	28.03%	120.07%	45.83%	73.43%	28.03%	160.82%
0.00%	0.00%	0.00%	30.52%	0.00%	COGS - Wine %	43.82%	28.19%	155.46%	30.52%	143.55%	28.19%	231.03%
0.00%	0.00%	0.00%	38.27%	0.00%	COGS - All Food & Bev	45.83%	36.74%	124.74%	38.27%	119.74%	36.74%	256.73%
					PAYROLL							
18,764	20,854	90%	19,151	98%	Gross Payroll - Salaried	214,678	250,243	86%	232,156	92%	250,243	214,678
0	0	0%	5,000	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	5,000	665%	30,300	33,256
25,374	28,308	90%	23,327	109%	Gross Payroll - Hourly	299,317	344,414	87%	302,873	99%	344,414	299,317
0	0	0%	3,757	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	3,757	920%	31,500	34,550
44,137	49,162	90%	51,235	86%	S/T Wages	581,801	656,457	89%	543,786	107%	656,457	581,801
2,950	3,761	78%	3,779	78%	Payroll Tax - FICA	41,692	50,141	83%	41,177	101%	50,141	41,692
150	240	62%	236	64%	Payroll Tax - UC	3,512	7,216	49%	4,051	87%	7,216	3,512
656	898	73%	828	79%	Payroll Tax - WC	10,634	12,064	88%	10,210	104%	12,064	10,634
2,931	6,126	48%	4,711	62%	Benefits	63,658	78,017	82%	65,216	98%	78,017	63,658
6,687	11,026	61%	9,555	70%	S/T Adders	119,497	147,439	81%	120,655	99%	147,439	119,497
50,825	60,187	84%	60,789	84%	TOTAL PAYROLL	701,298	803,897	87%	664,441	106%	803,897	701,298
					OPERATING EXPENSES							
0	0	0%	261	0%	Bar Supplies	144	1,050	14%	261	55%	1,050	144
203	200	102%	0	0%	Cart Supplies	1,484	2,502	59%	1,776	84%	2,502	1,484
0	1,000	0%	0	0%	Chemicals	4,850	11,200	43%	0	0%	11,200	4,850
1,935	313	619%	0	0%	Course Accessories	2,749	5,293	52%	4,314	64%	5,293	2,749
0	0	0%	166	0%	Dining Room Supplies	4,027	2,550	158%	166	2420%	2,550	4,027
1,590	2,724	58%	155	1026%	Fertilizer	21,825	38,785	56%	28,290	77%	38,785	21,825
0	523	0%	0	0%	Flowers/Decor	59	750	8%	0	0%	750	59
0	1,083	0%	2,911	0%	Fuel	10,618	15,034	71%	12,831	83%	15,034	10,618
0	1,236	0%	313	0%	Fungicides	1,451	6,363	23%	5,213	28%	6,363	1,451
2,728	3,350	81%	1,803	151%	Herbicides	20,157	28,748	70%	18,136	111%	28,748	20,157
6,508	1,606	405%	167	3890%	Insecticides	14,437	21,533	67%	31,743	45%	21,533	14,437
391	416	94%	610	64%	Janitorial Supplies	5,771	4,233	136%	3,486	166%	4,233	5,771
0	0	0%	254	0%	Kitchen Supplies	974	1,350	72%	254	384%	1,350	974
0	0	0%	77	0%	Laundry/Linens	1,465	1,650	89%	77	1903%	1,650	1,465
0	0	0%	345	0%	Laundry/Uniforms	1,715	1,282	134%	1,032	166%	1,282	1,715
150	359	42%	130	115%	Office Supplies	5,620	3,986	141%	3,849	146%	3,986	5,620
0	0	0%	0	0%	Range Balls	2,650	3,055	87%	2,515	105%	3,055	2,650
0	100	0%	0	0%	Range Equipment	1,363	1,789	76%	1,165	117%	1,789	1,363
0	0	0%	0	0%	Range Expenses	439	0	175700%	0	0%	0	439
581	800	73%	0	0%	Sand/Topdress	7,132	14,959	48%	9,029	79%	14,959	7,132
950	0	0%	0	0%	Seeds/Trees	3,180	4,444	72%	4,400	72%	4,444	3,180
0	0	0%	138	0%	Small Tools	289	821	35%	1,400	21%	821	289
0	0	0%	800	0%	Staff/Volunteer Uniforms	0	842	0%	800	0%	842	0
0	150	0%	0	0%	Supplies	1,634	1,777	92%	927	176%	1,777	1,634
0	0	0%	0	0%	Tournament Expense	191	500	38%	(195)	-98%	500	191
262	91	287%	79	332%	Alarm System	1,776	2,215	80%	3,013	59%	2,215	1,776

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
0	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	550	0
0	100	0%	0	0%	Cart Repairs	640	1,233	52%	33	1934%	1,233	640
0	259	0%	461	0%	Computer Service	1,227	2,969	41%	3,085	40%	2,969	1,227
812	0	0%	379	214%	Contract Cleaning	9,797	4,872	201%	379	2585%	4,872	9,797
0	0	0%	0	0%	Guest Relations	64	0	33632%	32	200%	0	64
35	0	0%	559	6%	Handicap Expense	4,156	4,360	95%	4,733	88%	4,360	4,156
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
40	502	8%	13	304%	Irrigation	7,082	6,422	110%	5,773	123%	6,422	7,082
0	75	0%	0	0%	Lesson Expense	286	426	67%	0	0%	426	286
0	0	0%	125	0%	Pest Control	375	750	50%	125	300%	750	375
2,618	2,726	96%	1,863	141%	Repair & Maint - Equipment	21,468	26,348	81%	29,259	73%	26,348	21,468
154	100	154%	398	39%	Repair & Maint - Building	3,618	3,807	95%	3,670	99%	3,807	3,618
5,356	5,356	100%	5,356	100%	Cart Lease	64,268	64,268	100%	64,268	100%	64,268	64,268
5,316	5,316	100%	5,036	106%	Equipment Lease	64,703	64,692	100%	58,785	110%	64,692	64,703
176	168	105%	168	105%	Off-Site Storage	2,076	2,016	103%	2,016	103%	2,016	2,076
1,203	1,030	117%	1,152	104%	Utilities - Electric	14,099	13,296	106%	13,372	105%	13,296	14,099
0	0	0%	0	0%	Utilities - Gas	4,390	3,600	122%	0	0%	3,600	4,390
2,964	3,612	82%	2,768	107%	Utilities - Other	39,655	46,571	85%	53,183	75%	46,571	39,655
284	245	116%	399	71%	Utilities - Telephone/Fax	2,810	3,037	93%	3,196	88%	3,037	2,810
189	193	98%	228	83%	Utilities - Water	2,634	2,887	91%	3,067	86%	2,887	2,634
1,867	2,361	79%	1,296	144%	Advertising & Promotion	18,021	26,647	68%	19,428	93%	26,647	18,021
279	322	87%	474	59%	Bank Charges	5,443	4,240	128%	6,069	90%	4,240	5,443
(59)	0	-12487%	(1)	5537%	Cash Short/(Over)	(2,229)	0	0%	(695)	321%	0	(2,229)
200	200	100%	200	100%	Cell Phone	2,342	2,400	98%	2,100	112%	2,400	2,342
2,276	2,060	110%	2,431	94%	City Surcharge R & R	36,815	39,942	92%	39,356	94%	39,942	36,815
0	0	0%	55	0%	Copier/Photocopies	0	442	0%	710	0%	442	0
987	1,682	59%	1,108	89%	Credit Card Discounts	26,351	27,270	97%	24,410	108%	27,270	26,351
327	200	164%	0	0%	Donations	850	200	425%	(267)	-319%	200	850
0	0	0%	0	0%	Dues & Subscriptions	739	1,179	63%	1,039	71%	1,179	739
0	0	0%	0	0%	Education & Training	45	779	6%	525	9%	779	45
100	12	818%	47	212%	Employee Relations	1,345	2,096	64%	1,721	78%	2,096	1,345
29	0	-36250%	193	15%	Employee Testing	122	440	28%	613	20%	440	122
4,320	3,974	109%	4,831	89%	Insurance Expense	51,991	47,691	109%	47,913	109%	47,691	51,991
0	40	0%	0	0%	Member Relations	0	478	0%	65	0%	478	0
0	69	0%	0	0%	Messenger Service - Fedex	276	379	73%	191	144%	379	276
0	0	0%	2,500	0%	Miscellaneous	(57)	0	0%	3,364	-2%	0	(57)
3,000	0	0%	0	0%	O/S - Accounting	15,000	12,500	120%	12,000	125%	12,500	15,000
0	80	0%	0	0%	O/S - Legal	720	80	900%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	56	0%	0	0
850	0	202381%	3,600	24%	O/S - Other	6,550	9,842	67%	12,950	51%	9,842	6,550
371	450	82%	558	67%	Payroll Processing Fee	5,939	5,398	110%	10,389	57%	5,398	5,939
242	44	551%	187	130%	Postage/Shipping	1,423	801	178%	938	152%	801	1,423
(30)	(100)	30%	(30)	100%	Tax/Licenses/Fees	(285)	(82)	348%	330	-86%	(82)	(285)
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
40	0	0%	0	0%	Travel - Meals	2,038	0	0%	1,709	119%	0	2,038
463	1,352	34%	715	65%	Travel - Other	7,471	16,914	44%	9,658	77%	16,914	7,471
0	0	0%	0	0%	Website Expenses	2,100	2,400	88%	0	0%	2,400	2,100
0	0	0%	28	0%	Employee Meals	170	0	0%	60	283%	0	170
49,709	46,377	107%	45,309	110%	TOTAL OPERATING EXPENSES	542,612	630,948	86%	574,091	95%	630,948	542,612
(24,558)	(31,330)	78%	(22,761)	108%	EBITDA	47,772	(51,825)	-92%	33,316	143%	(51,825)	47,772
5,827	5,713	102%	6,570	89%	Management Fee	75,067	73,696	102%	69,411	108%	73,696	75,067
5,827	5,713	102%	6,570	89%	Management Fees	75,067	73,696	102%	69,411	108%	73,696	75,067
23	98	24%	(128)	-18%	Deprec - Mach & Equip	278	1,176	24%	277	100%	1,176	278
72	283	26%	(413)	-18%	Deprec - Buildings	869	3,396	26%	869	100%	3,396	869
96	381	25%	(541)	-18%	S/T DEPR. & AMORT	1,146	4,572	25%	1,146	100%	4,572	1,146
(30,481)	(37,424)	81%	(28,789)	106%	NET INCOME	(28,441)	(130,094)	22%	(37,241)	76%	(130,094)	(28,441)

The Golf Club at Cypress Head
Course & Grounds
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
40,817	42,862	95%	38,231	107%	Green Fees	662,108	703,233	94%	670,512	99%	703,233	662,108
2,276	2,060	111%	2,431	94%	City Surcharge R & R	36,815	39,944	92%	39,356	94%	39,944	36,815
43,093	44,922	96%	40,662	106%	Total Revenues	698,923	743,178	94%	709,868	98%	743,178	698,923
43,093	44,922	96%	40,662	106%	GROSS MARGIN	698,923	743,178	94%	709,868	98%	743,178	698,923
					PAYROLL							
8,071	8,083	100%	6,724	120%	Gross Payroll - Salaried	77,025	97,000	79%	89,267	86%	97,000	77,025
13,545	17,100	79%	16,132	84%	Gross Payroll - Hourly	161,001	208,055	77%	186,491	86%	208,055	161,001
21,617	25,184	86%	22,855	95%	S/T Wages	238,026	305,055	78%	275,758	86%	305,055	238,026
1,260	1,927	65%	1,493	84%	Payroll Tax - FICA	16,503	23,337	71%	19,811	83%	23,337	16,503
10	53	18%	63	15%	Payroll Tax - UC	1,158	2,330	50%	2,039	57%	2,330	1,158
307	460	67%	342	90%	Payroll Tax - WC	4,301	5,573	77%	4,929	87%	5,573	4,301
1,372	3,289	42%	2,251	61%	Benefits	26,425	39,472	67%	39,138	68%	39,472	26,425
2,949	5,729	51%	4,150	71%	S/T Adders	48,388	70,712	68%	65,917	73%	70,712	48,388
24,565	30,913	79%	27,005	91%	TOTAL PAYROLL	286,413	375,767	76%	341,675	84%	375,767	286,413
					OPERATING EXPENSES							
0	1,000	0%	0	0%	Chemicals	4,850	11,200	43%	0	0%	11,200	4,850
1,935	313	619%	0	0%	Course Accessories	2,749	5,293	52%	4,314	64%	5,293	2,749
1,590	2,724	58%	155	1026%	Fertilizer	21,825	38,785	56%	28,290	77%	38,785	21,825
0	523	0%	0	0%	Flowers/Decor	59	750	8%	0	0%	750	59
0	1,083	0%	2,911	0%	Fuel	10,618	15,034	71%	12,831	83%	15,034	10,618
0	1,236	0%	313	0%	Fungicides	1,451	6,363	23%	5,213	28%	6,363	1,451
2,728	3,350	81%	1,803	151%	Herbicides	20,157	28,748	70%	18,136	111%	28,748	20,157
6,508	1,606	405%	167	3890%	Insecticides	14,437	21,533	67%	31,743	45%	21,533	14,437
581	800	73%	0	0%	Sand/Topdress	7,132	14,959	48%	9,029	79%	14,959	7,132
950	0	0%	0	0%	Seeds/Trees	3,180	4,444	72%	4,400	72%	4,444	3,180
0	0	0%	138	0%	Small Tools	289	821	35%	1,400	21%	821	289
0	0	0%	800	0%	Staff/Volunteer Uniforms	0	842	0%	800	0%	842	0
40	502	8%	13	304%	Irrigation	7,082	6,422	110%	5,773	123%	6,422	7,082
2,618	2,226	118%	1,863	141%	Repair & Maint - Equipment	20,683	22,304	93%	26,209	79%	22,304	20,683
0	100	0%	0	0%	Repair & Maint - Building	318	1,200	27%	10	3055%	1,200	318
5,316	5,316	100%	4,886	109%	Equipment Lease	63,793	63,792	100%	58,635	109%	63,792	63,793
305	294	104%	272	112%	Utilities - Electric	2,906	2,810	103%	2,802	104%	2,810	2,906
754	1,363	55%	827	91%	Utilities - Other	15,860	19,255	82%	24,588	65%	19,255	15,860
138	94	146%	102	135%	Utilities - Telephone/Fax	1,242	1,171	106%	1,206	103%	1,171	1,242
189	193	98%	228	83%	Utilities - Water	2,634	2,887	91%	3,067	86%	2,887	2,634
0	0	0%	0	0%	Education & Training	0	429	0%	375	0%	429	0
0	0	0%	0	0%	Employee Relations	0	201	0%	0	0%	201	0
29	0	-36250%	193	15%	Employee Testing	122	440	28%	613	20%	440	122
850	0	202381%	3,600	24%	O/S - Other	6,550	9,842	67%	12,600	52%	9,842	6,550
0	0	0%	0	0%	Tax/Licenses/Fees	0	303	0%	300	0%	303	0
0	50	0%	0	0%	Travel - Other	118	851	14%	0	0%	851	118
24,530	22,771	108%	18,273	134%	TOTAL OPERATING EXPENSES	208,057	280,678	74%	252,335	82%	280,678	208,057
(6,002)	(8,762)	68%	(4,616)	130%	EBITDA	204,453	86,733	236%	115,858	176%	86,733	204,453
(6,002)	(8,762)	68%	(4,616)	130%	NET INCOME	204,453	86,733	236%	115,858	176%	86,733	204,453

The Golf Club at Cypress Head
Carts
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
28,211	26,050	108%	28,234	100%	Cart Fee	449,348	477,628	94%	476,152	94%	477,628	449,348
28,211	26,050	108%	28,234	100%	Total Revenues	449,348	477,628	94%	476,152	94%	477,628	449,348
28,211	26,050	108%	28,234	100%	GROSS MARGIN	449,348	477,628	94%	476,152	94%	477,628	449,348
					PAYROLL							
6,004	7,325	82%	5,137	117%	Gross Payroll - Hourly	77,592	89,117	87%	77,651	100%	89,117	77,592
6,004	7,325	82%	5,137	117%	S/T Wages	77,592	89,117	87%	77,651	100%	89,117	77,592
465	560	83%	401	116%	Payroll Tax - FICA	6,106	6,817	90%	6,106	100%	6,817	6,106
90	152	59%	71	127%	Payroll Tax - UC	947	1,674	57%	1,165	81%	1,674	947
94	134	71%	94	100%	Payroll Tax - WC	1,409	1,628	87%	1,422	99%	1,628	1,409
(6)	9	-65%	8	-72%	Benefits	105	111	94%	91	115%	111	105
644	856	75%	574	112%	S/T Adders	8,567	10,231	84%	8,784	98%	10,231	8,567
6,648	8,180	81%	5,711	116%	TOTAL PAYROLL	86,159	99,348	87%	86,435	100%	99,348	86,159
					OPERATING EXPENSES							
203	200	102%	0	0%	Cart Supplies	1,484	2,502	59%	1,776	84%	2,502	1,484
0	100	0%	0	0%	Cart Repairs	640	1,233	52%	33	1934%	1,233	640
5,356	5,356	100%	5,356	100%	Cart Lease	64,268	64,268	100%	64,268	100%	64,268	64,268
898	736	122%	881	102%	Utilities - Electric	11,193	10,486	107%	10,570	106%	10,486	11,193
6,457	6,392	101%	6,236	104%	TOTAL OPERATING EXPENSES	77,585	78,490	99%	76,647	101%	78,490	77,585
15,106	11,477	132%	16,286	93%	EBITDA	285,603	299,790	95%	313,070	91%	299,790	285,603
15,106	11,477	132%	16,286	93%	NET INCOME	285,603	299,790	95%	313,070	91%	299,790	285,603

The Golf Club at Cypress Head
Range
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
1,882	2,533	74%	2,433	77%	Range	34,886	36,706	95%	35,853	97%	36,706	34,886
1,882	2,533	74%	2,433	77%	Total Revenues	34,886	36,706	95%	35,853	97%	36,706	34,886
1,882	2,533	74%	2,433	77%	GROSS MARGIN	34,886	36,706	95%	35,853	97%	36,706	34,886
					OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	2,650	3,055	87%	2,515	105%	3,055	2,650
0	100	0%	0	0%	Range Equipment	1,363	1,789	76%	1,165	117%	1,789	1,363
0	0	0%	0	0%	Range Expenses	439	0	175700%	0	0%	0	439
0	0	0%	0	0%	Repair & Maint - Equipment	0	600	0%	0	0%	600	0
0	100	0%	0	0%	TOTAL OPERATING EXPENSES	4,452	5,444	82%	3,680	121%	5,444	4,452
1,882	2,433	77%	2,433	77%	EBITDA	30,434	31,262	97%	32,172	95%	31,262	30,434
1,882	2,433	77%	2,433	77%	NET INCOME	30,434	31,262	97%	32,172	95%	31,262	30,434

The Golf Club at Cypress Head
F & B Cafe
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	8,397	0%	Food & Beverage	63,318	88,400	72%	8,397	754%	88,400	63,318
0	0	0%	5,521	0%	Beer	34,326	33,000	104%	5,521	622%	33,000	34,326
0	0	0%	1,546	0%	Liquor	19,723	20,900	94%	1,546	1276%	20,900	19,723
0	0	0%	324	0%	Wine	3,896	4,300	91%	324	1201%	4,300	3,896
0	0	0%	0	0%	F&B Other	191	0	0%	0	0%	0	191
0	0	0%	15,788	0%	Total Revenues	121,455	146,600	83%	15,788	769%	146,600	121,455
					COST OF GOODS SOLD							
0	0	0%	2,566	0%	COGS - Food & Beverage	29,560	33,358	89%	2,566	1152%	33,358	29,560
0	0	0%	2,669	0%	COGS - Beer	17,668	13,430	132%	2,669	662%	13,430	17,668
0	0	0%	709	0%	COGS - Liquor	6,638	5,858	113%	709	937%	5,858	6,638
0	0	0%	99	0%	COGS - Wine	1,707	1,212	141%	99	1725%	1,212	1,707
0	0	0%	6,042	0%	Total COGS	55,573	53,858	103%	6,042	920%	53,858	55,573
0	0	0%	9,746	0%	GROSS MARGIN	65,882	92,742	71%	9,746	676%	92,742	65,882
0.00%	0.00%	0.00%	30.56%	0.00%	COGS - Food & Beverage %	46.68%	37.74%	123.72%	30.56%	152.76%	37.74%	273.19%
0.00%	0.00%	0.00%	48.34%	0.00%	COGS - Beer %	51.47%	40.70%	126.47%	48.34%	106.48%	40.70%	286.47%
0.00%	0.00%	0.00%	45.83%	0.00%	COGS - Liquor %	33.65%	28.03%	120.07%	45.83%	73.43%	28.03%	160.82%
0.00%	0.00%	0.00%	30.52%	0.00%	COGS - Wine %	43.82%	28.19%	155.46%	30.52%	143.55%	28.19%	231.03%
0.00%	0.00%	0.00%	38.27%	0.00%	COGS - All Food & Bev	45.83%	36.74%	124.74%	38.27%	119.74%	36.74%	256.73%
					PAYROLL							
0	0	0%	5,000	0%	Gross Kitchen Payroll - Salaried	33,256	30,300	110%	5,000	665%	30,300	33,256
0	0	0%	3,757	0%	Gross Kitchen Payroll - Hourly	34,550	31,500	110%	3,757	920%	31,500	34,550
0	0	0%	8,757	0%	S/T Wages	67,806	61,800	110%	8,757	774%	61,800	67,806
0	0	0%	868	0%	Payroll Tax - FICA	5,177	4,650	111%	868	597%	4,650	5,177
0	0	0%	95	0%	Payroll Tax - UC	613	2,055	30%	95	647%	2,055	613
0	0	0%	130	0%	Payroll Tax - WC	1,413	1,200	118%	130	1083%	1,200	1,413
0	0	0%	0	0%	Benefits	6,959	4,500	155%	0	0%	4,500	6,959
0	0	0%	1,093	0%	S/T Adders	14,161	12,405	114%	1,093	1296%	12,405	14,161
0	0	0%	9,850	0%	TOTAL PAYROLL	81,967	74,205	110%	9,850	832%	74,205	81,967
					OPERATING EXPENSES							
0	0	0%	261	0%	Bar Supplies	144	1,050	14%	261	55%	1,050	144
0	0	0%	166	0%	Dining Room Supplies	4,027	2,550	158%	166	2420%	2,550	4,027
0	0	0%	254	0%	Kitchen Supplies	974	1,350	72%	254	384%	1,350	974
0	0	0%	77	0%	Laundry/Linens	1,465	1,650	89%	77	1903%	1,650	1,465
0	0	0%	0	0%	Office Supplies	316	300	105%	0	0%	300	316
0	0	0%	379	0%	Contract Cleaning	4,925	4,872	101%	379	1300%	4,872	4,925
0	0	0%	125	0%	Pest Control	0	750	0%	125	0%	750	0
0	0	0%	0	0%	Repair & Maint - Equipment	650	1,350	48%	0	0%	1,350	650
0	0	0%	150	0%	Equipment Lease	910	900	101%	150	607%	900	910
0	0	0%	0	0%	Utilities - Gas	4,390	3,600	122%	0	0%	3,600	4,390
0	0	0%	0	0%	Theft Loss	82	0	0%	0	0%	0	82
0	0	0%	1,413	0%	TOTAL OPERATING EXPENSES	17,884	18,372	97%	1,413	1266%	18,372	17,884
0	0	0%	(1,517)	0%	EBITDA	(33,969)	165	-20587%	(1,517)	2239%	165	(33,969)
0	0	0%	857	0%	Management Fee	5,142	5,142	100%	857	600%	5,142	5,142
0	0	0%	857	0%	Management Fees	5,142	5,142	100%	857	600%	5,142	5,142
0	0	0%	(2,374)	0%	NET INCOME	(39,110)	(4,977)	786%	(2,374)	1647%	(4,977)	(39,110)

The Golf Club at Cypress Head
Golf Shop
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
0	0	0%	30	0%	Merchandise	0	0	0%	30	0%	0	0
10	20	50%	20	50%	Handicap Fee	4,169	4,538	92%	4,630	90%	4,538	4,169
677	250	271%	100	677%	Lessons	7,381	4,480	165%	6,271	118%	4,480	7,381
190	200	95%	170	112%	Rental Clubs	3,460	2,909	119%	2,850	121%	2,909	3,460
4,443	3,600	123%	4,393	101%	Retail	68,906	59,537	116%	63,885	108%	59,537	68,906
5,320	4,070	131%	4,713	113%	Total Revenues	83,916	71,464	117%	77,666	108%	71,464	83,916
					COST OF GOODS SOLD							
2,531	2,340	108%	2,449	103%	COGS - Merchandise	41,273	38,699	107%	37,436	110%	38,699	41,273
2,531	2,340	108%	2,449	103%	Total COGS	41,273	38,699	107%	37,436	110%	38,699	41,273
2,789	1,730	161%	2,264	123%	GROSS MARGIN	42,643	32,765	130%	40,230	106%	32,765	42,643
56.96%	65.00%	87.64%	55.36%	102.89%	COGS - Merchandise %	59.90%	65.00%	92.15%	58.57%	102.26%	65.00%	712.78%
					PAYROLL							
(106)	0	0%	0	0%	Gross Payroll - Salaried	0	0	0%	0	0%	0	0
5,110	3,883	132%	2,057	248%	Gross Payroll - Hourly	51,651	47,241	109%	38,731	133%	47,241	51,651
5,004	3,883	129%	2,057	243%	S/T Wages	51,651	47,241	109%	38,731	133%	47,241	51,651
478	297	161%	183	261%	Payroll Tax - FICA	3,979	3,614	110%	3,069	130%	3,614	3,979
37	35	105%	8	493%	Payroll Tax - UC	490	721	68%	400	122%	721	490
66	71	94%	42	157%	Payroll Tax - WC	877	863	102%	703	125%	863	877
581	403	144%	233	250%	S/T Adders	5,346	5,198	103%	4,173	128%	5,198	5,346
5,585	4,286	130%	2,290	244%	TOTAL PAYROLL	56,997	52,439	109%	42,904	133%	52,439	56,997
					OPERATING EXPENSES							
0	0	0%	0	0%	Office Supplies	92	892	10%	860	11%	892	92
0	150	0%	0	0%	Supplies	1,634	1,777	92%	927	176%	1,777	1,634
0	0	0%	0	0%	Tournament Expense	191	500	38%	(195)	-98%	500	191
35	0	0%	559	6%	Handicap Expense	4,156	4,360	95%	4,733	88%	4,360	4,156
0	75	0%	0	0%	Lesson Expense	286	426	67%	0	0%	426	286
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	0	0
35	225	16%	559	6%	TOTAL OPERATING EXPENSES	6,359	7,954	80%	6,324	101%	7,954	6,359
(2,831)	(2,781)	102%	(585)	484%	EBITDA	(20,713)	(27,628)	75%	(8,999)	230%	(27,628)	(20,713)
(2,831)	(2,781)	102%	(585)	484%	NET INCOME	(20,713)	(27,628)	75%	(8,999)	230%	(27,628)	(20,713)

The Golf Club at Cypress Head
G & A
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
7,427	9,417	79%	9,531	78%	Gross Payroll - Salaried	95,819	113,004	85%	102,136	94%	113,004	95,819
715	0	0%	0	0%	Gross Payroll - Hourly	9,073	0	0%	0	0%	0	9,073
8,142	9,417	86%	9,531	85%	S/T Wages	104,892	113,004	93%	102,136	103%	113,004	104,892
536	720	74%	622	86%	Payroll Tax - FICA	6,956	8,645	80%	8,394	83%	8,645	6,956
13	0	0%	0	0%	Payroll Tax - UC	216	291	74%	237	91%	291	216
138	172	80%	166	83%	Payroll Tax - WC	1,910	2,065	93%	2,237	85%	2,065	1,910
1,324	2,377	56%	1,993	66%	Benefits	24,782	28,522	87%	20,919	118%	28,522	24,782
2,011	3,269	62%	2,781	72%	S/T Adders	33,864	39,522	86%	31,787	107%	39,522	33,864
10,153	12,686	80%	12,311	82%	TOTAL PAYROLL	138,756	152,526	91%	133,923	104%	152,526	138,756
					OPERATING EXPENSES							
391	416	94%	610	64%	Janitorial Supplies	5,771	4,233	136%	3,486	166%	4,233	5,771
0	0	0%	345	0%	Laundry/Uniforms	1,715	1,282	134%	1,032	166%	1,282	1,715
150	359	42%	130	115%	Office Supplies	5,212	2,794	187%	2,989	174%	2,794	5,212
262	91	287%	79	332%	Alarm System	1,776	2,215	80%	3,013	59%	2,215	1,776
0	0	0%	0	0%	Carpet Cleaning	0	550	0%	0	0%	550	0
0	259	0%	461	0%	Computer Service	1,227	2,969	41%	3,085	40%	2,969	1,227
812	0	0%	0	0%	Contract Cleaning	4,872	0	0%	0	0%	0	4,872
0	0	0%	0	0%	Guest Relations	64	0	33632%	32	200%	0	64
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	100	0
0	0	0%	0	0%	Pest Control	375	0	0%	0	0%	0	375
0	500	0%	0	0%	Repair & Maint - Equipment	135	2,094	6%	3,050	4%	2,094	135
154	0	0%	398	39%	Repair & Maint - Building	3,300	2,607	127%	3,660	90%	2,607	3,300
176	168	105%	168	105%	Off-Site Storage	2,076	2,016	103%	2,016	103%	2,016	2,076
2,209	2,249	98%	1,941	114%	Utilities - Other	23,795	27,316	87%	28,595	83%	27,316	23,795
146	150	97%	298	49%	Utilities - Telephone/Fax	1,568	1,866	84%	1,990	79%	1,866	1,568
279	322	87%	474	59%	Bank Charges	5,443	4,240	128%	6,069	90%	4,240	5,443
(59)	0	-12487%	(1)	5537%	Cash Short/(Over)	(2,229)	0	0%	(695)	321%	0	(2,229)
200	200	100%	200	100%	Cell Phone	2,342	2,400	98%	2,100	112%	2,400	2,342
2,276	2,060	110%	2,431	94%	City Surcharge R & R	36,815	39,942	92%	39,356	94%	39,942	36,815
0	0	0%	55	0%	Copier/Photocopies	0	442	0%	710	0%	442	0
987	1,682	59%	1,108	89%	Credit Card Discounts	26,351	27,270	97%	24,410	108%	27,270	26,351
327	200	164%	0	0%	Donations	850	200	425%	(267)	-319%	200	850
0	0	0%	0	0%	Dues & Subscriptions	739	1,179	63%	1,039	71%	1,179	739
0	0	0%	0	0%	Education & Training	45	350	13%	150	30%	350	45
100	12	818%	47	212%	Employee Relations	1,345	1,895	71%	1,721	78%	1,895	1,345
4,320	3,974	109%	4,831	89%	Insurance Expense	51,991	47,691	109%	47,913	109%	47,691	51,991
0	40	0%	0	0%	Member Relations	0	478	0%	65	0%	478	0
0	69	0%	0	0%	Messenger Service - Fedex	276	379	73%	191	144%	379	276
0	0	0%	0	0%	Miscellaneous	0	0	0%	(36)	0%	0	0
3,000	0	0%	0	0%	O/S - Accounting	15,000	12,500	120%	12,000	125%	12,500	15,000
0	80	0%	0	0%	O/S - Legal	720	80	900%	0	0%	80	720
0	0	0%	0	0%	O/S - Legal-Mgmt Contracts	0	0	0%	56	0%	0	0
0	0	0%	0	0%	O/S - Other	0	0	0%	350	0%	0	0
371	450	82%	558	67%	Payroll Processing Fee	5,939	5,398	110%	10,389	57%	5,398	5,939
242	44	551%	187	130%	Postage/Shipping	1,423	801	178%	938	152%	801	1,423
(30)	(100)	30%	(30)	100%	Tax/Licenses/Fees	(285)	(385)	74%	30	-950%	(385)	(285)
40	0	0%	0	0%	Travel - Meals	2,038	0	0%	1,709	119%	0	2,038
463	1,202	39%	715	65%	Travel - Other	7,352	14,850	50%	9,545	77%	14,850	7,352
0	0	0%	28	0%	Employee Meals	170	0	0%	60	283%	0	170
16,819	14,428	117%	15,033	112%	TOTAL OPERATING EXPENSES	208,210	209,750	99%	210,751	99%	209,750	208,210
(26,972)	(27,115)	99%	(27,344)	99%	EBITDA	(346,966)	(362,277)	96%	(344,673)	101%	(362,277)	(346,966)
5,827	5,713	102%	5,713	102%	Management Fee	69,925	68,554	102%	68,554	102%	68,554	69,925
5,827	5,713	102%	5,713	102%	Management Fees	69,925	68,554	102%	68,554	102%	68,554	69,925
23	98	24%	(128)	-18%	Deprec - Mach & Equip	278	1,176	24%	277	100%	1,176	278
72	283	26%	(413)	-18%	Deprec - Buildings	869	3,396	26%	869	100%	3,396	869
96	381	25%	(541)	-18%	S/T DEPR. & AMORT	1,146	4,572	25%	1,146	100%	4,572	1,146
(32,895)	(33,208)	99%	(32,516)	101%	NET INCOME	(418,038)	(435,403)	96%	(414,374)	101%	(435,403)	(418,038)

The Golf Club at Cypress Head
Marketing
For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,372	3,353	101%	2,897	116%	Gross Payroll - Salaried	41,834	40,239	104%	40,753	103%	40,239	41,834
3,372	3,353	101%	2,897	116%	S/T Wages	41,834	40,239	104%	40,753	103%	40,239	41,834
211	257	82%	214	99%	Payroll Tax - FICA	2,972	3,078	97%	2,929	101%	3,078	2,972
0	0	0%	0	0%	Payroll Tax - UC	88	146	60%	115	76%	146	88
50	61	81%	53	94%	Payroll Tax - WC	724	735	99%	789	92%	735	724
242	451	54%	459	53%	Benefits	5,387	5,413	100%	5,068	106%	5,413	5,387
502	769	65%	725	69%	S/T Adders	9,171	9,372	98%	8,901	103%	9,372	9,171
3,874	4,122	94%	3,622	107%	TOTAL PAYROLL	51,006	49,611	103%	49,654	103%	49,611	51,006
					OPERATING EXPENSES							
1,867	2,361	79%	1,296	144%	Advertising & Promotion	18,021	26,647	68%	19,428	93%	26,647	18,021
0	0	0%	2,500	0%	Miscellaneous	(57)	0	0%	3,400	-2%	0	(57)
0	100	0%	0	0%	Travel - Other	0	1,213	0%	112	0%	1,213	0
0	0	0%	0	0%	Website Expenses	2,100	2,400	88%	0	0%	2,400	2,100
1,867	2,461	76%	3,796	49%	TOTAL OPERATING EXPENSES	20,064	30,260	66%	22,941	87%	30,260	20,064
(5,741)	(6,583)	87%	(7,417)	77%	EBITDA	(71,070)	(79,871)	89%	(72,594)	98%	(79,871)	(71,070)
(5,741)	(6,583)	87%	(7,417)	77%	NET INCOME	(71,070)	(79,871)	89%	(72,594)	98%	(79,871)	(71,070)

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					REVENUES							
69,028	68,912	100%	66,464	104%	Green Fees & Cart Fees	1,111,456	1,180,861	94%	1,146,664	97%	1,180,861	1,111,456
4,443	3,600	123%	4,423	100%	Merchandise	68,906	59,537	116%	63,915	108%	59,537	68,906
877	470	187%	290	302%	Other Pro Shop	15,010	11,927	126%	13,751	109%	11,927	15,010
1,882	2,533	74%	2,433	77%	Range	34,886	36,706	95%	35,853	97%	36,706	34,886
0	0	0%	15,788	0%	Food and Beverage	121,455	146,600	83%	15,788	769%	146,600	121,455
2,276	2,060	111%	2,431	94%	Other Operating Revenues	36,815	39,944	92%	39,356	94%	39,944	36,815
78,506	77,574	101%	91,829	85%	TOTAL REVENUE	1,388,528	1,475,576	94%	1,315,327	106%	1,475,576	1,388,528
					COST OF SALES							
2,531	2,340	108%	2,449	103%	Merchandise	41,273	38,699	107%	37,436	110%	38,699	41,273
0	0	0%	6,042	0%	Food & Beverage	55,573	53,858	103%	6,042	920%	53,858	55,573
2,531	2,340	108%	8,491	30%	TOTAL COGS	96,846	92,557	105%	43,478	223%	92,557	96,846
57.0%	65.0%	87.6%	55.4%	102.9%	COGS - Merchandise %	59.9%	65.0%	92.2%	58.6%	102.3%	65.0%	712.8%
0.0%	0.0%	0.0%	38.3%	0.0%	COGS - Food %	45.8%	36.7%	124.7%	38.3%	119.7%	36.7%	256.7%
					PAYROLL							
24,565	30,913	79%	27,005	91%	Course and Grounds	286,413	375,767	76%	341,675	84%	375,767	286,413
6,648	8,180	81%	5,711	116%	Carts, Range, Starters, Etc.	86,159	99,348	87%	86,435	100%	99,348	86,159
5,585	4,286	130%	2,290	244%	Pro Shop	56,997	52,439	109%	42,904	133%	52,439	56,997
0	0	0%	9,850	0%	Food and Beverage	81,967	74,205	110%	9,850	832%	74,205	81,967
10,153	12,686	80%	12,311	82%	General and Administrative	138,756	152,526	91%	133,923	104%	152,526	138,756
3,874	4,122	94%	3,622	107%	Marketing	51,006	49,611	103%	49,654	103%	49,611	51,006
50,825	60,187	84%	60,789	84%	TOTAL PAYROLL	701,298	803,897	87%	664,441	106%	803,897	701,298
					OPERATING EXPENSES							
24,530	22,771	108%	18,273	134%	Course and Grounds	208,057	280,678	74%	252,335	82%	280,678	208,057
6,457	6,492	99%	6,236	104%	Carts, Range, Starters, Etc.	82,037	83,934	98%	80,327	102%	83,934	82,037
35	225	16%	559	6%	Pro Shop	6,359	7,954	80%	6,324	101%	7,954	6,359
0	0	0%	1,413	0%	Food and Beverage	17,884	18,372	97%	1,413	1266%	18,372	17,884
16,819	14,428	117%	15,033	112%	General and Administrative	208,210	209,750	99%	210,751	99%	209,750	208,210
1,867	2,461	76%	3,796	49%	Marketing	20,064	30,260	66%	22,941	87%	30,260	20,064
49,709	46,377	107%	45,309	110%	TOTAL OPERATING EXPENSES	542,612	630,948	86%	574,091	95%	630,948	542,612
103,064	108,904	95%	114,590	90%	TOTAL EXPENSES	1,340,755	1,527,402	88%	1,282,010	105%	1,527,402	1,340,755
(24,558)	(31,330)	78%	(22,761)	108%	EBITDA	47,772	(51,825)	-92%	33,316	143%	(51,825)	47,772

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2018

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(24,558)	(31,330)	78%	(22,761)	108%	EBITDA	47,772	(51,825)	-92%	33,316	143%	(51,825)	47,772
(5,827)	(5,713)	102%	(6,570)	89%	MANAGEMENT FEES	(75,067)	(73,696)	102%	(69,411)	108%	(73,696)	(75,067)
					OTHER INCOME (EXPENSE)							
(96)	(381)	25%	541	-18%	Depreciation & Amortization	(1,146)	(4,572)	25%	(1,146)	100%	(4,572)	(1,146)
(96)	(381)	25%	541	-18%	TOTAL OTHER INCOME (EXPENSE)	(1,146)	(4,572)	25%	(1,146)	100%	(4,572)	(1,146)
(30,481)	(37,424)	81%	(28,789)	106%	NET INCOME	(28,441)	(130,094)	22%	(37,241)	76%	(130,094)	(28,441)
2,216	1,941	114%	2,290	97%	Paid Rounds	35,583	37,150	96%	36,904	96%	37,150	35,583
427	610	70%	471	91%	Annual Pass Rounds	6,899	8,542	81%	8,095	85%	8,542	6,899
230	149	154%	168	137%	Other Rounds	2,590	2,924	89%	2,719	95%	2,924	2,590
2,873	2,701	106%	2,929	98%	Total Rounds	45,072	48,615	93%	47,718	94%	48,615	45,072
35	40	89%	40	88%	Revenue/Paid Rounds	39	40	98%	36	109%	40	463
27	29	95%	31	87%	Revenue/Total Rounds	31	30	101%	28	112%	30	363

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:
Date: 9/1/2018 9/30/2018
Account: First Last

Sorted By: Account
Include: Posting, Unit
Print Currency In: Functional (Z-US$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	$66,961.51	$170,284.63	$124,104.27	$46,180.36	$113,141.87
	10050-5950-900	Cash - Course Payroll BMO	$31,920.54	$56,515.66	$57,053.12	($537.46)	$31,383.08
	10100-5950-900	Cash - Course Other	$850.00	$0.00	$0.00	$0.00	$850.00
	10120-5950-900	Cash - New Payroll	$95.00	$0.00	$95.00	($95.00)	$0.00
	10180-5950-900	Cash - Pro Shop Bank	$500.00	$0.00	$0.00	$0.00	$500.00
	11160-5950-900	A/R Member	$217,859.08	$4,646.44	$114,620.32	($109,973.88)	$107,885.20
	12000-5950-900	Inventory - Merchandise	$15,007.16	$6,765.43	$5,205.85	$1,559.58	$16,566.74
	13020-5950-900	Prepaid Insurance	$16,017.30	$8,904.00	$4,320.44	$4,583.56	$20,600.86
	13040-5950-900	Prepaid Exp - Other	$10,862.38	$6,123.42	$6,016.39	$107.03	$10,969.41
	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	($3,583.98)	$0.00	$23.20	($23.20)	($3,607.18)
	22080-5950-900	Accum. Deprec - Buildings	($22,849.62)	$0.00	$72.41	($72.41)	($22,922.03)
	30000-5950-900	Accts Pay - Trade	($22,917.34)	$95,587.03	$102,133.31	($6,546.28)	($29,463.62)
	30040-5950-900	Accts Pay - Other	($22,055.68)	$11,035.38	$11,034.92	$0.46	($22,055.22)
	31000-5950-900	Accrued Expenses	($3,337.38)	$3,337.38	$480.00	$2,857.38	($480.00)
	31020-5950-900	Accrued Payroll	($24,988.68)	$17,626.55	$22,057.43	($4,430.88)	($29,419.56)
	31080-5950-900	Accrued Tips Payable	$0.00	$120.00	$120.00	$0.00	$0.00
	31220-5950-900	Accrued Sales Tax	($17,188.52)	$17,431.20	$3,719.22	$13,711.98	($3,476.54)
	31400-5950-900	Accrued City Surcharge	$0.00	$2,276.21	$2,276.21	$0.00	$0.00
	32000-5950-900	Deferred Rev - Rainchecks	($3,834.43)	$1,301.74	$535.46	$766.28	($3,068.15)
	32020-5950-900	Deferred Rev - Outing Deposits	($3,739.09)	$17.50	$3,766.82	($3,749.32)	($7,488.41)
	32040-5950-900	Deferred Rev - Legacy GF Passes	($57,865.23)	$4,160.83	$0.00	$4,160.83	($53,704.40)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	($54,156.12)	$11,356.97	$0.00	$11,356.97	($42,799.15)
	32060-5950-900	Deferred Rev - Gift Certificates	($125.14)	$0.00	$0.00	$0.00	($125.14)
	32070-5950-900	Deferred Rev - Gift Cards	($20,181.61)	$700.62	$477.27	$223.35	($19,958.26)
	32100-5950-900	Deferred Rev - Credit Books	($15,077.02)	$1,009.74	$854.13	$155.61	($14,921.41)
	32120-5950-900	Deferred Rev - Trail Fee Pass	($120,903.06)	$9,183.06	$0.00	$9,183.06	($111,720.00)
	32220-5950-900	Deferred Rev - Founders Pass	($1,379.52)	$101.42	$0.00	$101.42	($1,278.10)
	49020-5950-900	Retained Earnings - Current	$1.17	$0.00	$0.00	$0.00	$1.17
	50000-5950-100	Green Fees - Annual Pass	($95,537.58)	$0.00	$8,701.97	($8,701.97)	($104,239.55)
	50040-5950-100	Green Fees - Member	($491,215.00)	$0.00	$29,837.12	($29,837.12)	($521,052.12)
	50070-5950-100	Green Fees - (surcharge)	($34,538.42)	$2,276.21	$4,554.30	($2,278.09)	($36,816.51)
	50500-5950-200	Cart Fee 18	($322,186.76)	$0.00	$19,028.07	($19,028.07)	($341,214.83)
	50520-5950-200	Cart Fee - Annual Trail	($98,950.27)	$0.00	$9,183.06	($9,183.06)	($108,133.33)
	52090-5950-600	Handicap Fee	($4,159.00)	$0.00	$10.00	($10.00)	($4,169.00)
	52150-5950-600	Lessons	($6,704.10)	$0.00	$677.00	($677.00)	($7,381.10)
	52280-5950-600	Rental Clubs	($3,270.00)	$0.00	$190.00	($190.00)	($3,460.00)
	52310-5950-600	Retail	($64,462.80)	$0.00	$4,442.98	($4,442.98)	($68,905.78)
	53050-5950-220	Range Pass Revenue	($33,004.34)	$0.00	$1,881.88	($1,881.88)	($34,886.22)
	54000-5950-540	Food	($57,120.76)	$0.00	$0.00	$0.00	($57,120.76)
	54030-5950-540	Beverage	($6,197.33)	$0.00	$0.00	$0.00	($6,197.33)
	54060-5950-540	Beer	($34,326.48)	$0.00	$0.00	$0.00	($34,326.48)
	54090-5950-540	Liquor	($19,723.33)	$0.00	$0.00	$0.00	($19,723.33)
	54120-5950-540	Wine	($3,895.92)	$0.00	$0.00	$0.00	($3,895.92)
	54220-5950-540	F&B Other Income	($190.68)	$0.00	$0.00	$0.00	($190.68)
	56120-5950-100	City Surcharge R & R	($34,538.42)	$0.00	$2,276.21	($2,276.21)	($36,814.63)
	60000-5950-600	COGS - Merchandise - Accessories	$38,742.05	$4,919.55	$2,388.65	$2,530.90	$41,272.95
	61000-5950-540	COGS - Food	$27,234.88	$0.00	$0.00	$0.00	$27,234.88
	61010-5950-540	COGS - Beverage	$2,324.79	$0.00	$0.00	$0.00	$2,324.79
	61020-5950-540	COGS - Beer	$17,668.13	$0.00	$0.00	$0.00	$17,668.13
	61030-5950-540	COGS - Liquor	$6,637.72	$0.00	$0.00	$0.00	$6,637.72
	61040-5950-540	COGS - Wine	$1,707.14	$0.00	$0.00	$0.00	$1,707.14
	70000-5950-100	Gross Payroll - Salaried	$68,953.21	$11,077.09	$3,005.79	$8,071.30	$77,024.51
	70000-5950-600	Gross Payroll - Salaried	$106.05	$0.00	$106.05	($106.05)	$0.00
	70000-5950-900	Gross Payroll - Salaried	$88,392.43	$11,081.53	$3,654.73	$7,426.80	$95,819.23
	70000-5950-950	Gross Payroll - Salaried	$38,462.87	$4,582.06	$1,210.56	$3,371.50	$41,834.37

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70002-5950-540	Gross Kitchen Payroll - Salaried	$33,255.75	$0.00	$0.00	$0.00	$33,255.75
	70010-5950-100	Gross Payroll - Hourly	$147,455.77	$18,877.41	$5,332.10	$13,545.31	$161,001.08
	70010-5950-200	Gross Payroll - Hourly	$71,588.42	$8,396.18	$2,392.23	$6,003.95	$77,592.37
	70010-5950-600	Gross Payroll - Hourly	$46,540.82	$6,496.21	$1,386.32	$5,109.89	$51,650.71
	70010-5950-900	Gross Payroll - Hourly	$8,358.10	$1,043.70	$329.00	$714.70	$9,072.80
	70012-5950-540	Gross Kitchen Payroll - Hourly	$34,549.75	$0.00	$0.00	$0.00	$34,549.75
	71000-5950-100	Payroll Tax - FICA	$15,242.77	$1,864.88	$604.87	$1,260.01	$16,502.78
	71000-5950-200	Payroll Tax - FICA	$5,640.15	$648.43	$183.01	$465.42	$6,105.57
	71000-5950-540	Payroll Tax - FICA	$5,176.97	$0.00	$0.00	$0.00	$5,176.97
	71000-5950-600	Payroll Tax - FICA	$3,501.65	$477.68	$0.00	$477.68	$3,979.33
	71000-5950-900	Payroll Tax - FICA	$6,419.44	$802.23	$266.07	$536.16	$6,955.60
	71000-5950-950	Payroll Tax - FICA	$2,761.00	$303.72	$92.61	$211.11	$2,972.11
	71010-5950-100	Payroll Tax - UC	$1,148.65	$9.73	$0.00	$9.73	$1,158.38
	71010-5950-200	Payroll Tax - UC	$857.33	$90.10	$0.00	$90.10	$947.43
	71010-5950-540	Payroll Tax - UC	$612.61	$0.00	$0.00	$0.00	$612.61
	71010-5950-600	Payroll Tax - UC	$452.95	$37.10	$0.00	$37.10	$490.05
	71010-5950-900	Payroll Tax - UC	$203.40	$13.05	$0.00	$13.05	$216.45
	71010-5950-950	Payroll Tax - UC	$87.50	$0.00	$0.00	$0.00	$87.50
	71020-5950-100	Payroll Tax - WC	$3,994.08	$307.19	$0.00	$307.19	$4,301.27
	71020-5950-200	Payroll Tax - WC	$1,314.66	$94.49	$0.00	$94.49	$1,409.15
	71020-5950-540	Payroll Tax - WC	$1,412.52	$0.00	$0.00	$0.00	$1,412.52
	71020-5950-600	Payroll Tax - WC	$810.40	$66.46	$0.00	$66.46	$876.86
	71020-5950-900	Payroll Tax - WC	$1,771.91	$138.18	$0.00	$138.18	$1,910.09
	71020-5950-950	Payroll Tax - WC	$674.58	$49.72	$0.00	$49.72	$724.30
	71030-5950-100	Benefits	$25,053.57	$5,415.72	$4,044.13	$1,371.59	$26,425.16
	71030-5950-200	Benefits	$110.65	$66.16	$72.09	($5.93)	$104.72
	71030-5950-540	Benefits	$6,958.92	$0.00	$0.00	$0.00	$6,958.92
	71030-5950-900	Benefits	$23,458.38	$3,626.53	$2,302.81	$1,323.72	$24,782.10
	71030-5950-950	Benefits	$5,145.83	$968.54	$726.91	$241.63	$5,387.46
	80050-5950-540	Bar Supplies	$144.45	$0.00	$0.00	$0.00	$144.45
	80110-5950-200	Cart Supplies	$1,281.44	$203.01	$0.00	$203.01	$1,484.45
	80120-5950-100	Chemicals	$4,849.99	$0.00	$0.00	$0.00	$4,849.99
	80170-5950-100	Course Accessories	$814.27	$1,935.08	$0.00	$1,935.08	$2,749.35
	80190-5950-540	Dining Room Supplies	$4,027.11	$0.00	$0.00	$0.00	$4,027.11
	80230-5950-100	Fertilizer	$20,235.17	$3,040.00	$1,450.00	$1,590.00	$21,825.17
	80250-5950-100	Flowers/Decor	$59.47	$0.00	$0.00	$0.00	$59.47
	80270-5950-100	Fuel	$10,617.90	$0.00	$0.00	$0.00	$10,617.90
	80280-5950-100	Fungicides	$1,451.18	$0.00	$0.00	$0.00	$1,451.18
	80320-5950-100	Herbicides	$17,428.61	$2,727.94	$0.00	$2,727.94	$20,156.55
	80370-5950-100	Insecticides	$7,929.24	$6,508.20	$0.00	$6,508.20	$14,437.44
	80380-5950-900	Janitorial Supplies	$5,380.01	$391.24	$0.00	$391.24	$5,771.25
	80390-5950-540	Kitchen Supplies	$974.34	$0.00	$0.00	$0.00	$974.34
	80410-5950-540	Laundry/Linens	$1,465.00	$0.00	$0.00	$0.00	$1,465.00
	80420-5950-900	Laundry/Uniforms	$1,714.68	$0.00	$0.00	$0.00	$1,714.68
	80520-5950-540	Office Supplies	$316.27	$0.00	$0.00	$0.00	$316.27
	80520-5950-600	Office Supplies	$91.86	$0.00	$0.00	$0.00	$91.86
	80520-5950-900	Office Supplies	$5,061.64	$150.42	$0.00	$150.42	$5,212.06
	80610-5950-220	Range Balls	$2,650.00	$0.00	$0.00	$0.00	$2,650.00
	80620-5950-220	Range Equipment	$1,362.68	$0.00	$0.00	$0.00	$1,362.68
	80630-5950-220	Range Expenses	$439.25	$0.00	$0.00	$0.00	$439.25
	80690-5950-100	Sand/Topdress	$6,551.80	$580.50	$0.00	$580.50	$7,132.30
	80710-5950-100	Seeds/Trees	$2,229.89	$950.00	$0.00	$950.00	$3,179.89
	80730-5950-100	Small Tools	$288.66	$0.00	$0.00	$0.00	$288.66
	80780-5950-600	Supplies	$1,634.45	$0.00	$0.00	$0.00	$1,634.45
	80810-5950-600	Tournament Expense	$190.60	$308.50	$308.50	$0.00	$190.60
	81010-5950-900	Alarm System	$1,513.36	$262.28	$0.00	$262.28	$1,775.64
	81090-5950-200	Cart Repairs	$640.37	$0.00	$0.00	$0.00	$640.37
	81130-5950-900	Computer Service	$1,226.93	$0.00	$0.00	$0.00	$1,226.93
	81140-5950-540	Contract Cleaning - Tavern	$4,924.78	$0.00	$0.00	$0.00	$4,924.78
	81140-5950-900	Contract Cleaning	$4,060.00	$812.00	$0.00	$812.00	$4,872.00
	81200-5950-900	Guest Relations	$63.90	$0.00	$0.00	$0.00	$63.90
	81220-5950-600	Handicap Expense	$4,121.00	$35.00	$0.00	$35.00	$4,156.00
	81250-5950-100	Irrigation	$7,042.17	$39.58	$0.00	$39.58	$7,081.75

TRIAL BALANCE SUMMARY FOR 2017

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	81270-5950-600	Lesson Expense	$285.98	$0.00	$0.00	$0.00	$285.98
	81300-5950-900	Pest Control	$375.00	$0.00	$0.00	$0.00	$375.00
	81350-5950-100	Repair & Maint - Equipment	$18,064.91	$3,023.36	$405.00	$2,618.36	$20,683.27
	81350-5950-540	Repair & Maint - Equipment	$649.95	$0.00	$0.00	$0.00	$649.95
	81350-5950-900	Repair & Maint - Equipment	$135.00	$0.00	$0.00	$0.00	$135.00
	81360-5950-100	Repair & Maint - Building	$318.28	$0.00	$0.00	$0.00	$318.28
	81360-5950-900	Repair & Maint - Building	$3,146.09	$154.10	$0.00	$154.10	$3,300.19
	82000-5950-200	Cart Lease	$58,912.37	$5,355.67	$0.00	$5,355.67	$64,268.04
	82020-5950-100	Equipment Lease	$58,476.88	$5,316.08	$0.00	$5,316.08	$63,792.96
	82020-5950-540	Equipment Lease	$909.75	$0.00	$0.00	$0.00	$909.75
	82060-5950-900	Off-Site Storage	$1,900.00	$176.00	$0.00	$176.00	$2,076.00
	83000-5950-100	Utlities - Electric	$2,601.60	$304.70	$0.00	$304.70	$2,906.30
	83000-5950-200	Utilities - Electric	$10,294.26	$898.34	$0.00	$898.34	$11,192.60
	83010-5950-540	Utilities - Gas	$4,390.31	$0.00	$0.00	$0.00	$4,390.31
	83020-5950-100	Utlities - Other	$15,105.72	$754.18	$0.00	$754.18	$15,859.90
	83020-5950-900	Utilities - Other	$21,585.38	$2,209.46	$0.00	$2,209.46	$23,794.84
	83030-5950-100	Utlities - Telephone/Fax	$1,104.71	$137.74	$0.00	$137.74	$1,242.45
	83030-5950-900	Utilities - Telephone/Fax	$1,421.71	$146.33	$0.00	$146.33	$1,568.04
	83050-5950-100	Utlities - Water	$2,444.98	$188.60	$0.00	$188.60	$2,633.58
	84030-5950-950	Adv/Promo - Local/Regional Print	$0.00	$35.00	$0.00	$35.00	$35.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	$16,153.60	$1,832.11	$0.00	$1,832.11	$17,985.71
	85020-5950-900	Bank Charges	$5,164.14	$445.24	$166.44	$278.80	$5,442.94
	85050-5950-900	Cash Short/(Over)	($2,170.50)	$233.06	$291.75	($58.69)	($2,229.19)
	85060-5950-900	Cell Phone	$2,142.07	$200.00	$0.00	$200.00	$2,342.07
	85070-5950-900	City Surcharge R & R	$34,538.42	$2,276.21	$0.00	$2,276.21	$36,814.63
	85120-5950-900	Credit Card Discounts	$25,363.75	$987.00	$0.00	$987.00	$26,350.75
	85140-5950-900	Donations	$523.25	$400.00	$73.00	$327.00	$850.25
	85150-5950-900	Dues & Subscriptions	$739.00	$0.00	$0.00	$0.00	$739.00
	85160-5950-900	Education & Training	$45.41	$0.00	$0.00	$0.00	$45.41
	85190-5950-900	Employee Relations	$1,244.74	$100.00	$0.00	$100.00	$1,344.74
	85200-5950-100	Employee Testing	$93.40	$29.00	$0.00	$29.00	$122.40
	85280-5950-900	Insurance Expense	$47,670.70	$4,320.44	$0.00	$4,320.44	$51,991.14
	85330-5950-900	Messenger Service - Fedex	$276.19	$0.00	$0.00	$0.00	$276.19
	85340-5950-950	Miscellaneous	($56.55)	$0.00	$0.00	$0.00	($56.55)
	85390-5950-900	O/S - Accounting	$12,000.00	$3,000.00	$0.00	$3,000.00	$15,000.00
	85410-5950-900	O/S - Legal	$720.03	$0.00	$0.00	$0.00	$720.03
	85430-5950-100	O/S - Other	$5,700.00	$850.00	$0.00	$850.00	$6,550.00
	85480-5950-900	Payroll Processing Fee	$5,568.24	$851.02	$480.00	$371.02	$5,939.26
	85490-5950-900	Postage/Shipping	$1,180.20	$259.97	$17.50	$242.47	$1,422.67
	85610-5950-900	Tax/Licenses/Fees	($255.00)	$0.00	$30.00	($30.00)	($285.00)
	85660-5950-540	Loss/Theft	$81.96	$0.00	$0.00	$0.00	$81.96
	85710-5950-900	Travel - Meals	$1,997.73	$40.28	$0.00	$40.28	$2,038.01
	85720-5950-100	Travel - Other	$118.32	$0.00	$0.00	$0.00	$118.32
	85720-5950-900	Travel - Other	$6,889.16	$463.06	$0.00	$463.06	$7,352.22
	85730-5950-950	Website Expenses	$2,100.00	$0.00	$0.00	$0.00	$2,100.00
	89020-5950-900	Employee Meals	$169.50	$0.00	$0.00	$0.00	$169.50
	90000-5950-540	Management Fee - Tavern	$5,141.58	$0.00	$0.00	$0.00	$5,141.58
	90000-5950-900	Management Fee	$64,098.21	$5,827.11	$0.00	$5,827.11	$69,925.32
	98020-5950-900	Deprec - Mach & Equip	$254.32	$23.20	$0.00	$23.20	$277.52
	98040-5950-900	Deprec - Buildings	$796.51	$72.41	$0.00	$72.41	$868.92
	RCMWD-5950-100	Rounds - Complimentary - Weekday	12,917.00	110.00	0.00	110.00	13,027.00
	REMWD-5950-100	Rounds - Employee - Weekday	18,868.00	120.00	0.00	120.00	18,988.00
	RMBWD-5950-100	Rounds - Member - Weekday	71,271.00	427.00	0.00	427.00	71,698.00
	RPKWD-5950-100	Rounds - Peak - Weekday	372,412.00	2,216.00	0.00	2,216.00	374,628.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00

	Accounts	Beginning Balance	Debit	Credit	Net Change	Ending Balance
Grand Totals:	**175**	**$0.00**	**$571,068.48**	**$571,068.48**	**$0.00**	**$0.00**

KemperSports™

October 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 September 2018 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING September 2018									
	Current				Year to Date				
Revenue	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Green Fees	$ 40,817	$ 42,862	$ (2,045)		$ 662,108	$ 703,233	$ 670,512	$ (41,125)	
Cart Fees	$ 28,211	$ 26,050	$ 2,161		$ 449,348	$ 477,628	$ 476,152	$ (28,280)	
Range	$ 1,882	$ 2,533	$ (651)		$ 34,886	$ 36,706	$ 35,853	$ (1,820)	
Pro- Shop Revenues	$ 5,320	$ 4,070	$ 1,250		$ 83,916	$ 71,464	$ 77,636	$ 12,452	
City Surcharge R/R	$ 2,276	$ 2,060	$ 216		$ 36,815	$ 39,944	$ 39,356	$ (3,129)	
Total Revenue	$ 78,506	$ 77,575	$ 931		$ 1,267,073	$ 1,328,975	$ 1,299,509	$ (61,902)	
Cost of Sales	$ 2,531	$ 2,340	$ 191		$ 41,273	$ 38,699	$ 37,436	$ 2,574	
Merchandise	$ 2,531	$ 2,340	$ 191	57%	$ 41,273	$ 38,699	$ 37,436	$ 2,574	59%
Gross Margin	$ 75,975	$ 75,235	$ 740		$ 1,225,800	$ 1,290,276	$ 1,262,073	$ (64,476)	
Total Payroll	$ 50,825	$ 60,187	$ (9,362)		$ 619,331	$ 729,692	$ 654,591	$ (110,361)	
Total Operating Expenses	$ 49,709	$ 46,377	$ 3,332		$ 524,728	$ 612,576	$ 572,678	$ (87,848)	
Net Operating Income	$ (24,558)	$ (31,330)	$ 6,772		$ 81,741	$ (51,630)	$ 34,833	$ 133,371	
Other Expenses	$ 5,923	$ 6,094	$ (171)		$ 76,213	$ 78,268	$ 70,557	$ (2,055)	
Management Fee	$ 5,827	$ 5,713	$ 114		$ 75,067	$ 73,696	$ 69,411	$ 1,371	
Interest Expense	$ -	$ -	$ -		$ -	$ -	$ -	$ -	
Depreciation	$ 96	$ 381	$ 545		$ 1,146	$ 4,572	$ 1,146	$ (3,426)	
Net Cash From Ops	$ (30,481)	$ (37,424)	$ 6,943		$ 5,528	$ (129,898)	$ (35,724)	$ 135,426	
Rounds									
Total Rounds	2,873	2,701	172		45,072	48,615	47,718	(3,543)	
Paid Rounds	2,216	1,941	275		35,583	37,150	36,904	(1,567)	
Avg. GF/CF Total rounds	$24.03	$25.51	$ (1.49)		$24.66	$24.29	$24.03	$ 0.37	
Avg. GF/CF Paid rounds	$31.15	$35.50	$ (4.35)		$31.24	$31.79	$31.07	$ (0.55)	
Avg. Merchandise/round	$1.85	$1.51	$ 0.34		$1.86	$1.47	$1.63	$ 0.39	

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Overview:

- I am proud to announce that even with the challenging weather patterns that we experienced during this past year, our team at Cypress Head has been able to beat our projected budget and actually show a positive gain for this fiscal year. This is due to the dedication of our KemperSports management team as well as all of our employees from the pro-shop, maintenance and outside services. This was truly a team effort!!

- Overall golf revenues for September finished higher than the projected budget for the month. Range revenue was lower than budgeted and the pro shop revenues were higher than the budgeted amount.

- Total payroll for the month was lower than the projected budgeted amount, for a savings of $9,362. This was as a result of controlling labor costs during days when rounds were reduced.

- Our operating expenses finished higher than the budgeted amount. The reason for the difference in expenses was due to the timing of invoices for products budgeted that came due in September.

- The month of September is the twelfth and final month in our fiscal year 2017-2018. YTD, range revenue was slightly lower to the budget and pro shop revenues are higher than projected.

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Food & Beverage:

Our entire team continues to support Flagsticks restaurant and we continue to build a strong relationship with Kevin Hannah, the owner. Our Sales Director, Reggie Hunter has been working with Kevin to promote the facility to all our guests by e-mail blasts, promotional advertising, along with posts on Facebook and Instagram.

R&R Projects:

- There were no projects for the month of September 2018.

Tee Sheet Activity:

- There were 2,873 total rounds for the month which included 2,216 paid rounds, 427 Annual with Cypress Pass member rounds and 230 other rounds. The round type for the month included 2,067 eighteen hole rounds and 711 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.

September 2018 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	**2216**	**1941**	**2290**	**35583**	**36904**
Annual	427	610	471	6899	8095
Other rounds	230	149	168	2590	2719
Total Rounds	**2873**	**2701**	**2929**	**45072**	**47718**

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Departmental Summaries:

Course & Grounds/Range

- The weather during the month of September was a welcome relief to the extensive rains that we experienced during the summer months. The good weather allowed the maintenance team to follow their agronomic plan.

- Fertilizers were applied to the putting surfaces and tees. Herbicides were applied to the putting surfaces, tees, roughs and fairways. Applications of insecticides were applied to tees, greens and spot treatment to the fairways and rough areas. A slit injected program to control mole crickets was applied to 36 acres on the property.

- The maintenance team is continuing with ongoing maintenance projects around the golf course including verticutting of the greens as well as repairing several sand bunkers and teeing areas.

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 Antigua, Footjoy, Titleist, Callaway, Bridgestone, Nancy Lopez, Ahead merchandise and St Andrews products. There was $534.00 in gift card sales purchased for the month with $5,320 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.

- The MGA and the WGA are continuing their league play. 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. Our golf leagues are finishing for the season and we have enjoyed hosting the Chamber of Commerce Group, The Doug Out Group, The Teed-Off Golfers and the Wednesday night scramblers. These groups are important to Cypress Head since they play regularly and promote the course to other residents in Port Orange and Volusia County.

Marketing and Sales:

- Ms. Reggie Hunter, our Director of Sales & Marketing, is booking tournament events for the 2019 season.

- Ms. Hunter continues to assist Mr. Hannah in his marketing efforts to promote Flagsticks restaurant at Cypress Head.

- We were proud to announce that Cypress Head Golf Club received the Reader's Choice award for the "Best of the Best" for Golf Course for Volusia & Flagler County for the 2nd year in a row.

- 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 10,800 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.

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Mindshare Reviews and Comments:

Detail Report

Report run: 10/16/2018 1:53 PM MDT
Data current as of: 10/16/2018 1:53 PM MDT

REPORT CRITERIA	
Date of Survey	10/1/17 - 9/30/18
Select level:	Cypress Head Golf Club

Number of Surveys: 373

	#	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
Totals						8.7	9.5	7.9	8.5	8.9	65.1	8.8
Cypress Head Golf Club						8.7	9.5	7.9	8.5	8.9	65.1	8.8
Golf						8.7	9.5	7.9	8.5	8.9	65.1	8.8

- There were over 4800 questionnaires mailed out to players during fiscal 2017-2018 season. The overall rating for the golf course received an 8.3 with a recommended rating of 8.9 and our service rating is at 9.5.

- We continue to assist all players by helping them to enjoy their experience here at Cypress Head. There were some reviews that had constructive ideas to help us improve in some areas which we will evaluate as a team. The comments returned by the players in this avenue are useful tools in helping our maintenance and golf staff team improve. We also review all negative comments and they are discussed by our team and if required we will contact the individual to help us better understand their concerns. Players also have access to a suggestion box which is located at the clubhouse near the Men's and Ladies bulletin boards.

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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 will remain dedicated to serving the needs of our community and continue in providing the best in class service for all of our guests throughout our next season.
- We will be starting a new series of Men's & Ladies golf clinics in November to promote Cypress Head Golf Course and the game of golf.
- We will be hosting the 2018 FHSAA Class 3A Region 2 Junior golf tournament in October. We are expecting players from 13 area high schools to compete for a place in the state finals. We have enjoyed serving as the home golf course for Spruce Creek boys and girls as well as Atlantic high school.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Jody Graham

Regional Operating Executive
KemperSports Management

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: No

SUBJECT: (G18) Second Reading - Ordinance No. 2018-27 - Shopping Carts (Continued from October 16, 2018)

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to continue to November 13, 2018.

SUMMARY: Staff will be requesting this item to be continued to a date certain of November 13, 2018.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick Created/Initiated - 10/25/2018

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: Yes

SUBJECT: (H19) Approval to negotiate with top ranked vendor for ERP

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to negotiate with the top ranked vendors Collaborative Solutions and Workday for the ERP project.

SUMMARY: The selection committee has elevated Collaborative Solutions (integration partner and Workday (ERP solution) as the number one vendor from the RFP process. As identified in the RFP documents, before formal negotiations begin, Council must provide direction to proceed with negotiations.

Staff is requesting permission to proceed with the top ranked vendor.

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 10/23/2018
Alan Rosen	Approved - 10/24/2018
James Tillman	Approved - 10/24/2018
Margaret Roberts	Approved - 10/24/2018
Jake Johansson	Approved - 10/25/2018
Robin Fenwick	Final Approval - 10/25/2018

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE **11/07/2018**

Consent item: No

SUBJECT: (I21) City Manager Comments

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: Nova Road Circle K update

Project No.: Funding Account No.:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 10/18/2018
Jake Johansson	Approved - 10/27/2018
Robin Fenwick	Final Approval - 10/29/2018