



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

OCTOBER 6, 2020

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 by Pastor Scott Kirschner of Christ the King Community Church
2. Pledge of Allegiance
3. Roll Call

B. PROCLAMATIONS

4. Domestic Violence Awareness
5. Breast Cancer Awareness

C. CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only
7. Agenda Approval
8. Approval of Minutes
 - a. September 15, 2020 - Regular City Council Meeting
 - b. September 23, 2020 - Special City Council Meeting
 - c. September 29, 2020 - Special City Council Meeting
9. Bid Awards and Contract Items
 - a. Renewal of MetLife for employee dental, vision, and group term life insurance for 2021
 - b. Approval of Change Order 1 with VerdeGo Landscape, LLC for the Dunlawton Median project
 - c. Approval of Change Order 2 with VerdeGo Landscape, LLC for the Dunlawton Median project

- d. Ratification of the Police Benevolent Association Lieutenants (PBA Lt.) 2020-2023 Collective Bargaining Agreement

10. Resolution No. 20-54 - Dedication of right-of-way along the south side of Herbert Street, adjacent to 956 Herbert Street

11. Resolution No. 20-55- Approval of Subcontract from University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project

D. SPECIAL REPORTS

12. Report from KemperSports on the Cypress Head Golf

E. CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

F. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

G. PUBLIC HEARING

14. Second Reading - Ordinance No. 2020-31- LDC Amendment/Chapter 2 and 16 – Atypical fences and Special setbacks

15. Second Reading - Ordinance No. 2020-32 - LDC Amendment – Chapter 16, Section 1; and Code of Ordinances Amendment – Sections 70-48 and 70-50/Residential Storage

16. First Reading - Ordinance No. 2020-30 - Rezoning/4116 Nova Road

H. REGULAR AGENDA

17. Approval of YMCA Waiver and Deferral Letter

I. ADDITIONAL ITEMS

18. City Attorney

19. City Manager

- a. Update on Lang Settlement

J. COUNCIL COMMITTEE REPORTS

20. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

K. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) 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 OR HEARING DATE.



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), 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, 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 OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 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.

PUBLIC PARTICIPATION INSTRUCTIONS

Due to the Novel Coronavirus Disease 2019 (COVID-19) and Federal, State, County, and the City's Declarations of State of Emergency, and City of Port Orange Executive Order 9, the City of Port Orange will be calling meetings only when necessary, and conducting public meetings using communications media technology until the Local State of Emergency has concluded. Those wishing to attend meetings are encouraged to join the meeting through electronic means.

The October 6, 2020 City Council Meeting will be conducted physically in Council Chambers at City Hall, 1000 City Center Circle with an opportunity to participate virtually. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19.

To view and/or participate in the City Council meeting on October 6, 2020, which begins at 6:30 p.m., you have the following additional options:

1. Watch the meeting online, but not participate:

You may watch the meeting via Spectrum Channel 498 or through the City's YouTube Channel:
<https://www.youtube.com/channel/UCTYNmc7tZVRrB2NH5-Oj7hg>

2. Watch the meeting online and provide public comment prior to the meeting:

You may watch the meeting as listed above, and also provide written comments no less than 3 hours prior to the meeting time by emailing City Clerk Robin Fenwick at cityclerk@port-orange.org, regular mail at 1000 City Center Circle, Port Orange, FL 32129, or place it in the Drop Box at the front door of City Hall. Please include your full name, city of residence, and comments by the deadline and your comments will be read into the record. There is also a form located on the City's website at: www.port-orange.org/publiccomments which can be submitted electronically. Time limits will be enforced so written comments must be limited to no more than 3 minutes.

3. Watch the meeting online and provide public comment during the meeting:

Request to Speak instructions:

To request to attend virtually and speak during the meeting, you must complete the Request to Speak form prior to the start of the meeting to be placed on a list. You may access the form by visiting www.port-orange.org/publiccomments. You must fill out all required information for the form to be submitted. Forms are due to the City Clerk no later than 24 hours prior to the meeting date/time. Once the form is received, the meeting link and instructions will be provided to you via email.

For additional information or for special assistance prior to the meeting, please contact Robin Fenwick, City Clerk, cityclerk@port-orange.org or (386) 506-5563.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 15, 2020

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 by Rev Susan McCaffrey from Grace Episcopal Church

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding his questions and concerns on Items #9 and #11.

5. Agenda Approval

Motion to approve the agenda as presented was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. September 1, 2020 - Regular City Council Meeting
- b. September 3, 2020 - Special City Council Meeting
- c. September 9, 2020 - Special City Council Meeting

7. Bid Awards and Contract Items

- a. Ratification for the emergency repairs to the East Influent Pump Station located at the Water Reclamation Facility to Danus Utilities, Inc.
- b. Renewal of worker's compensation, property, auto, liability and surplus lines of insurance through Preferred Government Insurance Trust (PGIT)

c. Approval of Interlocal Agreement between the Town of Ponce Inlet and City of Port Orange for Fourth Amendment to Restatement and Amendment to Sewer Services

8. Resolution No. 20-31 - Approval of Volusia County Subrecipient Agreement for CARES Act Coronavirus Relief Fund Municipal Subrecipient Program

9. Resolution No. 20-43 - Designate Funds from Building Special Revenue Fund (109) available fund balance to Project Number ZMI057

10. Resolution No. 20-44 - Acceptance of Deed of Dedication for public purposes for the extension of Dairy Court, through the Oak Street Industrial Park project

11. Historic Tree Removal without a Residential Tree Removal Permit - 3612 Lex Court

12. Denial of Historic Tree Removal Request – 20 Gindy Lane (Lamplighter Mobile Home Park)

13. Approval of Residential Historic Tree Removal Request -110 Cambridge Drive

14. Approval of a Minor Special Event for the First United Methodist Church Annual Pumpkin Patch

15. Approval of Proposed Accounts Receivable Write-Off of Uncollectible Debts

Motion to pull Items #7(c) and #12 from the Consent Agenda for further discussion was made by Council Member Marilyn Ford and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

Motion to approve the Consent Agenda as amended was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by roll call vote.

Item 7(c) - Approval of Interlocal Agreement between the Town of Ponce Inlet and City of Port Orange for Fourth Amendment to Restatement and Amendment to Sewer Services

Council Member Marilyn Ford discussed her concerns and asked why Port Orange residents are paying for the majority of the sewer services to Ponce Inlet. Lynn Stevens, Public Utilities/Public Works Director, discussed the details of the project and advised that Ponce Inlet is piggybacking a Port Orange project to save money but are covering their portion.

Motion to approve Item #7(c) was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

Item #12 - Denial of Historic Tree Removal Request – 20 Gindy Lane (Lamplighter Mobile Home Park)

Council Member Marilyn Ford asked if there is enough enforcement if the property owner removes the tree even after Council denies the request. Tim Burman, Community Development Director, explained the penalties they would be required to pay should they decide to remove the tree after denial. This is a commercial property where Item #11 is a residential property. The tree ordinance to be considered later in this meeting addresses residential properties and will not change the outcome of this property.

Motion to approve the Item #12 was made by Council Member Scott Stiltner and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Agenda)

16. Chris Seilkop, President/CEO, Volusia/Flagler Family YMCA

Chris Seilkop, President/CEO Volusia/Flagler Family YMCA, described the challenges the YMCA is facing due to COVID-19 and requested a change in their lease with the City. He advised they are experiencing a \$171,000 loss each month. He asked for a two-month waiver of their rent this year and a decrease of 50% for next year. He assured Council they would increase the rent back once they are stable again.

Council discussion was held regarding the request. Mayor Don Burnette suggested approving but wants to add the payments to the FY22 lease. Council is not prepared to vote on this request and asked the City Manager to work out a plan for Council to consider. Council agreed to flexibility but wants to be re-paid (rather than a full waiver of the lease payments.)

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Mr. Reinhausen discussed the FDOT I-95 interchange meeting being held in New Smyrna Beach soon. He asked Council to ask for a full clover leaf at the interchange.

COUNCIL COMMENTS

17. Comments/Concerns from Council Members

Council Member Chase Tramont asked Parks & Recreation to be familiar with the YMCA programs in case they don't survive the pandemic.

City Council recessed at 7:27 p.m. to hold the Eastport and Town Center CRA meetings, minutes of which are under separate cover.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

18. Citizen Advisory Committee for TPO

Bobby Ball, CAC member, provided information on the most recent meeting held.

19. Environmental Advisory Board Report

Kristine Cunningham, Chair, provided an update of their recent meetings.

20. Planning Commission Appointments (x4)

Mayor Don Burnette asked each applicant to introduce themselves. Stan Schmidt and Tom Jordan were present, and both introduced themselves.

Council is happy with the make-up of the Commission at this time and believes it is well represented with different interests.

Vice Mayor Drew Bastian nominated the current four members to remain and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call.

PUBLIC HEARING

21. Riverwalk Items

a. Second Reading - Ordinance No. 2020-27 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 20-40000004)

Mayor Don Burnette read Ordinance No. 2020-27.

ORDINANCE NO. 2020-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY

AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-27 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no.

b. Approval of Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)

Motion to approve the Second Amendment to the Property Exchange and Escrow Agreement was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no.

c. Approval of Second Amendment to the Economic Development Incentive Agreement

Motion to approve the Second Amendment to the Economic Development Incentive Agreement was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no.

d. Approval of License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Former Cardwell Funeral Home Property)

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried 3-2 by roll call vote with Council Members Chase Tramont and Scott Stiltner voting no.

- e. Approval of Design Agreement for Riverwalk Park Trail Phase 3

Motion to approve was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

22. Tree Ordinance

- a. Second Reading - Ordinance No. 2020-28 - Land Development Code Amendment/Chapter 9, Article II and Chapter 13

Mayor Don Burnette read Ordinance No. 2020-28.

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 9, ARTICLE II AND CHAPTER 13 RELATING TO UPDATING REQUIREMENTS FOR TREE PROTECTION AND PRESERVATION, AND LANDSCAPING REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-28 was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried 4-1 by roll call vote with Council Member Chase Tramont voting no.

- b. Resolution No. 20-45 - Approved Landscape Materials

Mayor Don Burnette read Resolution No. 20-45.

RESOLUTION NO. 20-45

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING A LIST OF APPROVED LANDSCAPE MATERIALS; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 20-45 was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

c. Resolution No. 20-46 - Historic Tree Mitigation for removal of a historic tree(s) on residential and non-residential property

Mayor Don Burnette read Resolution No. 20-46.

RESOLUTION NO. 20-46

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING MITIGATION TABLES FOR HISTORIC TREE REMOVAL ON RESIDENTIAL AND NONRESIDENTIAL PROPERTY; PROVIDING FOR CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 20-46 was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried unanimously by roll call vote.

23. Second Reading Ordinance No. 2020-29 - Amending Chapter 42, Article II, Section 42-26 Lot maintenance regardless of size

Mayor Don Burnette read Ordinance No. 2020-29.

ORDINANCE NO. 2020-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 42, ARTICLE II, SECTION 42-26 (d) & (e) BY DELETING REFERENCE TO ONE ACRE OR LESS; PROVIDING FOR AN OWNER OF A LOT TO MAINTAIN IT REGARDLESS OF THE SIZE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-29 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

24. First Reading - Ordinance No. 2020-31- LDC Amendment/Chapter 2 ,16, and 17 – Atypical fences and Special setbacks

Mayor Don Burnette read Ordinance No. 2020-31.

ORDINANCE NO 2020-31

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 16 AND 17 UPDATING THE DEFINITION FOR ATYPICAL LOTS AND TYPE OF FENCING ALLOWED ON AN ATYPICAL LOT AND SPECIAL SETBACKS FOR A/C UNITS, PERGOLA AND GAZEBO; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-31 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Penelope Cruz, Planning Manager, provided details of the amendment being requested. Discussion was held regarding a pergola being allowed in the front yard.

Motion to amend the motion to change the prohibition of pergolas in the front yard to match the current code for porches in the front yard and remove the change in set-back for a/c was made by Vide Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Tom Jordan, citizen, expressed his concerns that the Planning Commission and Council are approving these variances all too often and believes a change in the Code would make the process easier.

Motion to amend carried unanimously by roll call vote.

Main Motion carried unanimously by roll call vote.

25. First Reading - Ordinance No. 2020-32 - LDC Amendment – Chapter 16, Section 1; and Code of Ordinances Amendment – Sections 70-48 and 70-50/Residential Storage

Mayor Don Burnette read Ordinance No. 2020-32.

ORDINANCE NO 2020-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 16, SECTION 1(e)(1)(b) RELATING TO OUTSIDE STORAGE TO ADD A REGULATION FOR INOPERABLE, DISABLED, ABANDONED, AND UNREGISTERED/UNLICENSED RECREATIONAL VEHICLES AND EQUIPMENT; AMENDING THE CODE OF ORDINANCES SECTION 70-48 TO ADD A REGULATION PERTAINING TO INOPERABLE DISABLED, ABANDONED, AND UNREGISTERED/UNLICENSED RECREATIONAL VEHICLES AND EQUIPMENT AND TO ADD PRIVATE MOTOR COACHES TO THE DEFINITION OF RECREATIONAL VEHICLES; AMENDING THE CODE OF ORDINANCES SECTION 70-50 BY DELETING OBSOLETE PROVISIONS AND PROVIDING FOR GENERAL ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-32 was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mrs. Cruz provided details of the amendment being requested.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

26. Presentation of the 2020 Citizen Survey

Alan Rosen, Assistant City Manager, presented data from the 2020 Citizen Survey.

27. Approval to Renew the Annual Services Agreement with Halifax Humane Society for FY21

Motion to approve the agreement with Halifax Humane Society for FY21 was

made by Vice Mayor Drew Bastian and
Seconded by Council Member Scott
Stiltner. Motion carried unanimously by
roll call vote.

ADDITIONAL ITEMS

28. City Attorney

There was nothing further.

29. City Manager

Mr. Johansson asked Council to skip the September workshop as there are no agenda items to discuss.

COUNCIL COMMITTEE REPORTS

30. City Council Committee Reports

a. ArtHaus - Council Member Marilyn Ford provided details from their recent meeting.

b. First Step Shelter - Council Member Chase Tramont provided details from their recent meeting.

c. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details from their recent meeting.

ADJOURNMENT - 8:46 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 23, 2020

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick

ACTION/DISCUSSION ITEMS

4. Discussion on Final Budget and Millage Rate for FY21

Mayor Don Burnette announced the Fiscal Year (FY) 2021 Budget commences on October 1, 2020 and continues through September 30, 2021. The public hearing is now convened to discuss the millage rate and budget. The first substantive issue to be discussed by city council includes the percentage increase in millage over the rolled-back rate necessary to fund the budget and the specific purposes for which ad valorem tax revenues are being increased. The City Council will discuss the increase, the purposed and the final millage necessary to fund the FY2021 final budget for the City of Port Orange, the Community Redevelopment Agency for Port Orange Town Center and the Community Redevelopment Agency for Eastport Business Center. The final millage rate to be levied is 4.6622 mills per \$1,000.00 of valuation and is an 9.90% increase in ad valorem tax revenues above the rolled-back rate. The rolled-back rate is 4.2424 mills per \$1,000.00 of valuation.

Mayor Don Burnette asked the City Manager to comment on the increase in millage over the rolled-back rate and the specific purposes for the increase, which he did.

There were no comments or discussion of Council.

Mayor Don Burnette asked for public comments and questions regarding the proposed final millage.

There were no revisions to the final budget.

5. Resolution No. 20-47 - Adopting the Final Millage Rate for FY21

Mayor Don Burnette read Resolution No. 20-47.

RESOLUTION NO. 20-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATES TO BE LEVIED FOR FISCAL YEAR 2021 (OCTOBER 1, 2020 TO SEPTEMBER 30, 2021); AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 20-47 adopting the City of Port Orange FY2021 final millage rate of 4.6622 mills per \$1,000 of valuation was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by voice vote with Council Members Marilyn Ford and Chase Tramont voting no.

6. Resolution No. 20-48 - Adopting the Final Operating Budget for FY21

Mayor Don Burnette read Resolution No. 20-48.

RESOLUTION NO. 20-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL OPERATING BUDGET FOR FISCAL YEAR 2021 (OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021) FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$109,485,181; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 20-48 adopting the City of Port Orange FY2021 final operating budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by voice vote with Council Members Marilyn Ford and Chase Tramont voting no.

7. Resolution No. 20-49 - Adopting the Final Capital Budget for FY21

Mayor Don Burnette read Resolution No. 20-49.

RESOLUTION NO. 20-49

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL CAPITAL BUDGET FOR FISCAL YEAR 2021 (OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021) FOR THE CITY OF PORT ORANGE; SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE AMOUNT OF \$11,793,116; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION OF EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 20-49 adopting the City of Port Orange FY2021 final capital budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

8. Resolution No. 20-50 - Adopting the Final Millage Rate for FY21 for Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 20-50.

RESOLUTION NO. 20-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE TOWN CENTER TAX INCREMENT DISTRICT FOR FISCAL YEAR 2021 (OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021); AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 20-50 adopting the Community Redevelopment Agency for Port Orange Town Center FY2021 final millage rate of 4.6622 mills per \$1,000 of valuation was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by voice vote

with Council Members Marilyn Ford and
Chase Tramont voting no.

9. Resolution No. 20-51 - Adopting the Final Operating Budget for FY21 for
Town Center CRA Tax Increment District

Mayor Don Burnette read Resolution No. 20-51.

RESOLUTION NO. 20-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL TOWN CENTER TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR 2021 (OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021); SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$472,758; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 20-51 adopting the Community Redevelopment Agency for Port Orange Town Center FY2021 final operating budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by voice vote with Council Members Marilyn Ford and Chase Tramont voting no.

10. Resolution No. 20-52 - Adopting the Final Millage Rate for FY21 for
Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 20-52.

RESOLUTION NO. 20-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL AD VALOREM PROPERTY TAX MILLAGE RATE TO BE LEVIED FOR THE EASTPORT TAX INCREMENT DISTRICT FOR FISCAL YEAR 2021 (OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021); AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 20-52 adopting the Community

Redevelopment Agency for Eastport Business Center FY2021 final millage rate of 4.6622 mills per \$1,000 of valuation was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by voice vote with Council Members Marilyn Ford and Chase Tramont voting no.

11. Resolution No. 20-53 - Adopting the Final Operating Budget for FY21 Eastport CRA Tax Increment District

Mayor Don Burnette read Resolution No. 20-53.

RESOLUTION NO. 20-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE FINAL EASTPORT TAX INCREMENT DISTRICT OPERATING BUDGET FOR FISCAL YEAR 2021 (OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021); SETTING FORTH ANTICIPATED SOURCES OF REVENUE IN THE ESTIMATED AMOUNT OF \$248,113; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; PROVIDING FOR APPROPRIATION AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Resolution No. 20-53 adopting the Community Redevelopment Agency for Eastport Business Center FY2021 final operating budget was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried 3-2 by voice vote with Council Members Marilyn Ford and Chase Tramont voting no.

Mayor Don Burnette announced the adopted final millage rate of 4.6622 mills per \$1,000 of valuation is a 9.90% increase in ad valorem tax revenues above the rolled-back rate. In addition to the forgoing general operating budget/millage levy, there is a voter approved millage levy of 0.2519 mills to fund the debt service for the 2016 general obligation refunding bonds issued for public safety capital facilities.

11. Golf Course Management Model Discussion

Susan Lovallo, Parks & Recreation Director, provided a presentation on three common models used in the golf course management industry. Ms. Lovallo requested direction from Council regarding the model they would like as Staff will need to do more research and the potential financial impacts if different than the current model.

Council supports moving forward with the current model with any necessary changes to the contract before it goes out to bid.

Citizens provided comments regarding the models and asked questions relating to the budget for the course.

Mayor Don Burnette called a Special Meeting for Tuesday, September 29, 2020 at 5:30 p.m. to discuss the City Manager's leave of absence. Place to be determined.

ADJOURNMENT - 8:12 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

SPECIAL CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
SEPTEMBER 29, 2020

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
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	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick
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DISCUSSION ITEMS

4. City Manager Leave of Absence

Jake Johansson, City Manager, provided details of his suggested succession plan during his absence. He recommended appointing Jamie Miller, Administrative Services Director, to serve as Acting City Manager with the split assignments that he will provide to Council in a memorandum. The overall responsibility, accountability, and authority will rest with the Acting City Manager.

Council supported the City Manager's leave and the suggested succession plan.

Matt Jones, City Attorney, advised Council Mr. Johansson may not qualify for FMLA based on his position but he is reviewing the request submitted.

ADJOURNMENT - 5:41 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: No

SUBJECT: (C9a) Renewal of MetLife for employee dental, vision, and group term life insurance for 2021

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the first year renewal of the MetLife package with no rate increase.

SUMMARY: The current MetLife standard contract for services, which is effective January 1, 2020 for until December 31, 2020 allows for two (2) additional one-year periods (1/1/21-12/31/21 and 1/1/22-12/31/22), subject to City Council approval. Metlife is the City's provider for Dental, Vision and Group Term Life benefits for employees.

MetLife has agreed to renew for the first renewal with no increase to the current premium and no reduction in benefits on all lines of insurance. This renewal would be in effect from January 1, 2021 until December 31, 2021.

The City's insurance broker, Brown and Brown assisted in obtaining the renewal number.

Attached you will find the original contract and the 2021 proposed renewal form.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Metropolitan Life Contract	Metropolitan Life Contract.pdf
2.	Ancillary spreadsheets.xlsx	Ancillary spreadsheets.xlsx.PDF
3.	Contracts - Renewal Form Revised - MetLife	Contracts - Renewal Form Revised - MetLife.pdf

Heather Carrizales
Jamie Miller
Lupe Reyna-Coffin
Scott Neils
Matthew Jones
Jake Johansson

Created/Initiated - 9/3/2020
Approved - 9/8/2020
Approved - 9/16/2020
Approved - 9/16/2020
Approved - 9/23/2020
Approved - 9/24/2020

Robin Fenwick

Final Approval - 9/24/2020



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 27 day of December, 2019, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **METROPOLITAN LIFE INSURANCE COMPANY** ("Contractor"), a New York corporation whose principal address is 200 Park Avenue, New York, New York 10166. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide the City of Port Orange with dental, life and vision insurance, as more specifically described in Exhibit "1," attached hereto.

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

Term: Notwithstanding the date of execution, this Contract shall commence on January 1, 2020 and shall continue until December 31, 2020 (the "Term").

Renewals. Upon mutual agreement of the Parties, this Contract may be renewed for two (2) additional one-year periods, subject to City Council approval.

Manner and Place: The work shall be performed as outlined in Exhibit "1," in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor annually at the prices set forth in Exhibit "1." The City's obligation to pay Contractor under this Contract is subject to a limit not to exceed the budget appropriation for each fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

4. Contract Administration. The Administrative Services Director, Jamie Miller, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, by giving 60 days advance written notice to MetLife. The policy will end on the later of:

(b) The date stated in the notice; or

(c) The date MetLife receives the notice.

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

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

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

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

8. Examination of Records

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

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

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

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

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

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

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

(d) Except as otherwise required by law or by Contractor's document retention standards, upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

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

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

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all automobiles. <u>Additional Coverage:</u>	<u>Limits:</u> Auto Liability Bodily Injury: \$200,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

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

12. Assignability of Contract. Except in the case of assignment to an affiliate or as a result of a sale of assets, neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. Inspection

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. This section 21 shall not apply to disputes related to matters of dental, vision, or life insurance claims.

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

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

PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Jamie Miller, Administrative Services Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5562
Contractor:	Metropolitan Life Insurance Company Attention: Kama Garrick kgarrick@metlife.com 200 Park Avenue New York, New York 10166

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

Karen Abrams
Printed Name: Karen Abrams

Charlotta Wright
Printed Name: Charlotta Wright

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 17th day of December, 2020, by Brian Blackburn, as Vice President of Metropolitan Life Insurance Company, a New York corporation, and who:

(Notary: Please select one)

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

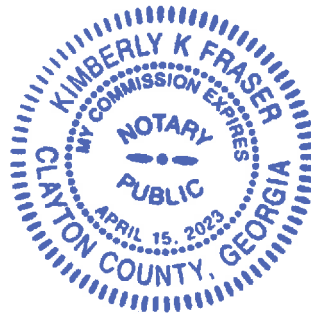
METROPOLITAN LIFE INSURANCE COMPANY.

By: [Signature]
Printed Name: Brian Blackburn
Title: Vice 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: December 17, 2019

Kimberly K. Fraser
Notary Public, State of Georgia
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

By: Donald O. Burnette
Donald O. Burnette, Mayor

Shelby Field
Printed Name: Shelby Field

Date: 12/27/19

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27 day of Dec, 2019, 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.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

Witnesses:

Shelby Field
Printed Name: Shelby Field

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

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Date: 12/27/19

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27 day of Dec, 2019, 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.



Ruth E. Thayne
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:
RUTH E. THAYNE

Executive Summary of Dental Coverage
City of Port Orange
January 1, 2020 - December 31, 2020

Vendor	MetLife
Network	MetLife
Plan Name	PPO
Plan Details	Network
Coinsurance Percentage (Preventive Basic Major Ortho):	100% 100% 50% 50%
Deductible (Family Maximum):	\$75
Deductible Waived for Preventive:	Yes
Calendar Year Maximum:	\$2,500
Orthodontic Lifetime Maximum:	\$1,000
Included Adult Ortho:	Yes
Dental Services	
Routine Exam & Cleaning:	Frequency
Fluoride Treatment:	2 per year
X-Ray (Bitewings):	1 per year, under 14
X-Ray (Full Mouth):	1 per year
Sealants:	1 per 3 years
Fillings:	1 per 5 years, under 17
Oral Surgery (Simple):	
Oral Surgery (Complex):	
Root Canal Therapy:	
Periodontal Scaling:	
Periodontal Surgery:	
Crowns:	1 per quadrant per 2 years
Bridges:	1 per quadrant per 3 years
Dentures:	1 per tooth per 5 years
Implants:	1 per 5 years
Non-Network Details	1 per tooth per 5 years

Coinsurance Percentage (Preventive Basic Major Ortho):	100% 50% 50% 50%
Deductible (Family Maximum):	\$75
Deductible Waived for Preventive:	Yes
Calendar Year Maximum:	\$1,500
Percent of UCR:	90th
Waiting Periods:	None
Late Entrant Penalties:	Not permitted
Allows Annual Open Enrollment:	Yes
Included Rollover:	No
Employer Contribution:	
Participation Requirement:	Contributory
Rate Guarantee:	84%
Plan Rates Current Enrollment	
Employee:	772
Family:	151
Total:	463
Estimated Monthly Premiums:	
Estimated Annual Premiums:	
PEPY	
Rate Change from Current (%):	
Rate Change from Current (\$):	

Benefit Level	Single	Family
Preventive		
Preventive		
Preventive		
Preventive		
Basic		
Basic		
Basic		
Basic		
Major		
Major		
Major		
Major		

Benefit Level	Single	Family
Preventive		
Preventive		
Preventive		
Preventive		
Basic		
Basic		
Basic		
Basic		
Major		
Major		
Major		
Major		

Benefit Level	Single	Family
Preventive		
Preventive		
Preventive		
Preventive		
Basic		
Basic		
Basic		
Basic		
Major		
Major		
Major		
Major		

Benefit Level	Single	Family
Preventive		
Preventive		
Preventive		
Preventive		
Basic		
Basic		
Basic		
Basic		
Major		
Major		
Major		
Major		

Notes:

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

January 1, 2020 - December 31, 2020

Basic Life:

AD&D:

20,150,000

20,150,000

Current | Renewal

Vendor	MetLife			
Class Definition Plan Details:	Benefit	Maximum	Guarantee Issue	
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000	
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000	
Class 3: Directors	2x's Salary	\$250,000	\$250,000	
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000	
Reduction Schedule:	50% at age 70			
Waiver of Premium:	Included			
Conversion:	Included			
Accelerated Death Benefit:	Included			
Seatbelt/Safe Driver Benefit:	Included			
Current Enrollment:	100%			
Employer Contribution:	100%			
Participation Requirement:	2 Years (1/1/20-12/31/21)			
Rate Guarantee:				
Plan Rates	Current	Renewal		
Basic Life	\$0.150	\$0.173		
AD&D	\$0.034	\$0.034		
Estimated Monthly Premiums:	\$3,708	\$4,171		
Estimated Annual Premiums:	\$44,491	\$50,053		
Rate Change from Current (%):		12.5%		
Rate Change from Current (\$):		\$5,561		

Notes:

Executive Summary of Vision Coverage
City of Port Orange
January 1, 2020 - December 31, 2020

Vendor	MetLife
Network	MetLife
Plan Name	M130D
Copays	Network
Exam:	\$10
Materials:	\$25
Contact Fitting & Follow-up:	\$60
Frequencies	
Exams:	12 months
Lenses:	12 months
Frames:	24 months
Contacts:	12 months
Allowances	
Frames:	\$130 (20% off balance)
Contact (Elective):	\$130
Contact (Medically Necessary):	Covered in Full
Non-Network Details	Non-Network
Exam:	up to \$45
Single Vision:	up to \$30
Bifocal:	up to \$50
Trifocal:	up to \$65
Frames:	up to \$70
Contact (Elective):	up to \$105
Contact (Medically Necessary):	up to \$210
Employer Contribution:	0%
Participation Requirement:	58%
Rate Guarantee:	2 Years (1/1/20-12/31/21)
Plan Rates Current Enrollment	
Employee:	180
Employee + 1:	64
Family:	66
Total:	310
Estimated Monthly Premiums:	\$2,782
Estimated Annual Premiums:	\$33,381
PEPY	\$108
Rate Change from Current (%):	0.0%
Rate Change from Current (\$):	\$0

Notes:

Executive Summary of Dental Coverage

City of Port Orange

January 1, 2021 - December 31, 2021

Current Renewal			
Vendor		Metlife	
Network:		Metlife	
Plan Name:		PPO	
		Network	
Plan Details		Single	Family
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 100% 50% 50%	
Deductible (Family Maximum):		\$25	\$75
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		\$2,500	
Orthodontic Lifetime Maximum:		\$1,000	
Included Adult Ortho:		Yes	
Dental Services		Benefit Level	Frequency
Routine Exam & Cleaning:		Preventive	2 per year
Fluoride Treatment:		Preventive	1 per year, under 14
X-Ray (Bitewings):		Preventive	1 per year
X-Ray (Full Mouth):		Preventive	1 per 3 years
Sealants:		Preventive	1 per 5 years, under 17
Fillings:		Basic	
Oral Surgery (Simple):		Basic	
Oral Surgery (Complex):		Basic	
Root Canal Therapy:		Basic	
Periodontal Scaling:		Basic	1 per quadrant per 2 years
Periodontal Surgery:		Major	1 per quadrant per 3 years
Crowns:		Major	1 per tooth per 5 years
Bridges		Major	1 per 5 years
Dentures:		Major	1 per 5 years
Implants:		Major	1 per tooth per 5 years
Non-Network Details		Non-Network	
Coinsurance Percentage (Preventive Basic Major Ortho):		100% 90% 50% 50%	
Deductible (Family Maximum):		\$25	\$75
Deductible Waived for Preventive:		Yes	
Calendar Year Maximum:		\$1,500	
Percent of UCR:		90th	
Waiting Periods:		None	
Late Entrant Penalties:		Not permitted	
Allows Annual Open Enrollment:		Yes	
Included Rollover:		No	
Employer Contribution:		Contributory	
Participation Requirement:		84%	
Rate Guarantee:		1 Year (1/1/21-12/31/21)	
Plan Rates Current Enrollment		Current	Renewal
Employee:	272	\$32.22	\$32.22
Family:	191	\$87.41	\$87.41
Total:	463		
Estimated Monthly Premiums:		\$25,459	\$25,459
Estimated Annual Premiums:		\$305,510	\$305,510
PEPY		\$660	\$660
Rate Change from Current (%):		0.0%	
Rate Change from Current (\$):		\$0	

Notes:

Executive Summary of Group Life & AD&D Coverage

City of Port Orange

January 1, 2021 - December 31, 2021

Basic Life: 20,150,000

AD&D: 20,150,000

Current

Vendor

Metlife

Class Definition | Plan Details:

	Benefit	Maximum	Guarantee Issue
Class 1: All Other Employees	1x's Salary	\$140,000	\$140,000
Class 2: City Council Members	1.5x's Salary	\$140,000	\$140,000
Class 3: Directors	2x's Salary	\$250,000	\$250,000
Class 4: Attorneys & City Managers	3x's Salary	\$300,000	\$300,000

Reduction Schedule: 50% at age 70

Waiver of Premium: Included

Conversion: Included

Accelerated Death Benefit: Included

Seatbelt/Safe Driver Benefit: Included

Current Enrollment:

Employer Contribution: 100%

Participation Requirement: 100%

Rate Guarantee: 2 Years (1/1/20-12/31/21)

Plan Rates

Current

Basic Life \$0.173

AD&D \$0.034

Estimated Monthly Premiums: \$4,171

Estimated Annual Premiums: \$50,053

Notes: In rate guarantee

Executive Summary of Vision Coverage

City of Port Orange

January 1, 2021 - December 31, 2021

			Current
Vendor			MetLife
Network			MetLife
Plan Name			M130D
Copays			Network
Exam:			\$10
Materials:			\$25
Contact Fitting & Follow-up:			\$60
Frequencies			
Exams:			12 months
Lenses:			12 months
Frames:			24 months
Contacts:			12 months
Allowances			
Frames:			\$130 (20% off balance)
Contact (Elective):			\$130
Contact (Medically Necessary):			Covered in Full
Non-Network Details			Non-Network
Exam:			up to \$45
Single Vision:			up to \$30
Bifocal:			up to \$50
Trifocal:			up to \$65
Frames:			up to \$70
Contact (Elective):			up to \$105
Contact (Medically Necessary):			up to \$210
Employer Contribution:			0%
Participation Requirement:			58%
Rate Guarantee:			2 Years (1/1/20-12/31/21)
Plan Rates Current Enrollment			Current
Employee:	180		\$6.26
Employee + 1:	64		\$9.08
Family:	66		\$16.27
Total:	310		
Estimated Monthly Premiums:			\$2,782
Estimated Annual Premiums:			\$33,381

Notes: In rate guarantee



City of Port Orange

Agreement

RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

YES ☒ We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:

☒ Standard Contract for Service CA No. 7102

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: 01-01-2021

To: 12-31-2021

Provided to City:

☐ Updated Bond

☐ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

NO ☐ We do not desire to renew this agreement for another term.

Verify your records by providing the following information:

Name of Company / Organization: Metropolitan Life Insurance Company

Name of Contact Person: David Gartrell

Mailing Address: 4301 W. Boy Scout Blvd. Corporate Center IV, Suite 570, Tampa FL 33607

Email Contact Address: dgartrell@metlife.com

Phone: 386-527-2603 Fax: _____

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

Contractor's Authorized Representative:  Date: 9/2/2020
Signature

For City Use Only:

Department completes the following:

☒ Renewal Accepted by the Department ☐ Bond received by the Department

☐ Insurance Certificate received by the Department **OR** ☐ Insurance waived by City Manager

Agreement Expiration: _____

City Manager: _____ Date: _____

Please return to the City of Port Orange as follows:

Department: _____ Telephone: _____

Contact: _____ Fax: _____

Email: _____

Original Signed Form Must Be Returned to the City Clerk

Revised 4/1/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: Yes

SUBJECT: (C9b) Approval of Change Order 1 with VerdeGo Landscape, LLC for the Dunlawton Median project

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve VerdeGo Landscape, LLC Change Order 1 for the Dunlawton Median project in the amount of \$631.25.

SUMMARY: Change Order 1 is to account for field changes needed to accommodate the future turn lane extensions at the intersections of Dunlawton Avenue (SR 421) and Yorktown Boulevard, and Dunlawton Avenue (SR 421) and Victoria Gardens Boulevard, that will be completed by FDOT in 2021 and are not part of the Dunlawton Median project. FDOT will be extending the two existing westbound left turn lanes and this work conflicts with improvements associated with the Dunlawton Median project, requiring adjustments to the plantings and irrigation where the left turn lanes will be extended. The Landscape Architect for the project revised the plans to account for the turn lane extenuation plan design which reduced the number of plantings but required additional time and material related to the irrigation system. This resulted in a \$631.00 net increase to the VerdeGo contract and a reduction in the grant-eligible costs (landscape plantings) which resulted in an increase of \$5,978.75 to the City's contribution for additional work related to modifications to the irrigation system. Funding for this change order is available within the project (AIO022).

The Dunlawton Median project is a Joint Participation Agreement (JPA) project in which the City receives state funding to provide plant material in the medians to improve the aesthetic of the corridor.

Staff received FDOT notification that they take no exceptions to the proposed changes in Change Order 1 on September 3, 2020.

These changes in scope will not require any additional contract time.

Project No.: AIO022
AIO022
AIO022

Funding Account No.: Fund 199/Grant Fund
Fund 317/General Capital
Fund 301 / Capital Projects Fund

Presenter: Margaret Tomlinson

ATTACHMENTS:

1.	Change Order No. 1	Change Order 1 Verdego.pdf
2.	437854 CO#1 backup	437854 CO#1 backup.pdf

Margaret Tomlinson	Created/Initiated - 9/16/2020
Tim Burman	Approved - 9/20/2020
Lupe Reyna-Coffin	Approved - 9/21/2020
Scott Neils	Approved - 9/21/2020
Matthew Jones	Approved - 9/29/2020
Jake Johansson	Approved - 9/29/2020
Robin Fenwick	Final Approval - 9/29/2020

CHANGE ORDER NO. 1
To EJCDC Agreement dated April 21, 2020
VERDEGO LANDSCAPE, LLC, Contractor

Project: ITB 19-15; SR 421/Dunlawton Ave. Median Landscape Beautification
FPN: 437854-1-58-01
Project Number AIO022

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,332,562.50	Original Contract Times Notice to Proceed: July 6, 2020 Substantial Completion: 180 days Final Completion 210 days
Net changes from previous Change Order: \$0.00	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$1,332,562.50	Contract Completion Date prior to this Change Order: Final Completion: 2/06/21
Net increase (decrease) of this Change Order No. 1: \$631.25	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$1,333,193.75	Contract Times with all approved Change Orders: Final Completion: 02/06/21*

*Final completion date includes holidays per EJCDC contract

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to account for unforeseen field changes needed to accommodate FDOT's proposed turn lane modifications at the intersections SR 421 with Yorktown Boulevard and SR 421 with Victoria Gardens Boulevard to be constructed by a future and separate Contract by others. FDOT is extending the two existing westbound left turn lanes and their proposed work conflicts with this project's scope of work. The Landscape Architect issued Plan Revision 01 dated 7/09/20 for this Contract to modify the proposed planting on Plan Sheet LA2 and irrigation on Plan Sheets IR1, IR5, and IR7. This work shall be performed under the EJCDC Agreement entered into by and between the parties on April 21, 2020.
- II. REQUIRED CHANGES: To provide for scope of work changes. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties. Modify landscaping quantities in median 2A for bid items 1, 3, and 4 as per attached Plan Revision 01 Plan Sheet LA2 dated 7/9/20. Modify irrigation installation in medians 2A and 4B for bid item 7 as per attached Plan Revision 01 Plan Sheets IR1, IR5, and IR7 dated 7/9/20.
- III. JUSTIFICATION:
Changes in scope as set forth in City Code of Ordinances Section 2-272, requires Council approval. Is this a change in scope as defined by section 2-272? Yes

(Discussed above and also see attached support documents)

CONTRACT PRICE:

- a. Decrease bid item 1, Schefflera arboricola 'Trinette'-Variegated Schefflera 3 Gal., 15" SPRD. X 18" HT, by -37 EA @ \$17.50/EA = (\$647.50).
- b. Decrease bid item 3, Ligustrum japonicum Tree Form-Ligstrum Trees 9' x 9', MT , Pruned, by -10 EA @ \$900.00/EA = (\$9,000.00).
- c. Increase bid item 4, Phoenix dactylifera 'Medjool'-Medjool Date Palm 10' C.T. Specimen, by +1 EA @ \$4,300/EA = \$4,300.00.
- d. Add new item 7A, Irrigation Changes Medians 2A & 4B, 1 LS @ \$5,978.75
- d. Result is an increase of \$631.25 to the contract.

CONTRACT TIME: These changes in scope will not require any additional contract time.

- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit up to but not to exceed \$631.25. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order 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 Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
CITY OF PORT ORANGE
Department Project Manager

ACCEPTED BY:
VERDEGO LANDSCAPE, LLC
Contractor

By: _____
Printed Name: Margaret E. Tomlinson
Title: Construction & Engineering Manager

By: _____
Printed Name: Terry M. McNitt, Jr.
Title: Managing Member

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
CITY OF PORT ORANGE
Public Works Representative

RECOMMENDED BY:
MEAD & HUNT
CE&I Consultant

By: _____
Printed Name: Ronny Buttrum
Title: Deputy Director Public Works

By: _____
Printed Name: Michael B. Ruland, P.E.
Title: Senior Project Engineer

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____

Change Order #1 Cost Estimate

Project No.: ITB #19-15

Date Prepared: 8/10/2020

Description: Cost to modify landscaping at medians 2A & 4B due to FDOT pending turn lane changes

Prepared By: Mike Ruland, PE

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
1	Schefflera arboricola 'Trinette'-Variegated Schefflera 3 Gal., 15" SPRD. X 18" HT.	-37.00	EA									\$17.50	(\$647.50)
3	Ligustrum japonicum Tree Form-Ligstrum Trees 9' x 9', MT , Pruned	-10.00	EA									\$900.00	(\$9,000.00)
4	Phoenix dactylifera 'Medjool'-Medjool Date Palm 10' C.T. Specimen	1.00	EA									\$4,300.00	\$4,300.00
7A	Irrigation Changes Medians 2A & 4B	1.00	LS									\$5,978.75	\$5,978.75
				\$0.00		\$0.00		Tax @ 6.5%		\$0.00			
								\$0.00		\$0.00		\$631.25	

TOTAL \$ 631.25



NOTICE OF INTENT TO AWARD

ITB #19-15 SR421 Dunlawton Avenue Median Landscape Beautification January 7, 2020

On December 10th, 2019 Purchasing received four (4) bids for 19-15 SR421 Dunlawton Avenue Median Landscape Beautification. Upon review of the submitted bids staff has recommended award of the items listed below to the lowest bidder, VerdeGo Landscaping of Bunnell, FL in accordance with the following unit prices bid to be ordered on an as required and approved budgeted basis.

ITEM #	DESCRIPTION	Quantity	Unit	UNIT COST INSTALLED	EXTENDED COST
A	PLANT ITEMS				
1	Schefflera arboricola 'Trinette'-Variegated Schefflera: 3 Gal., 15" SPRD. X 18" HT.	629	EA	\$ 17.50	\$ 11,007.50
2	Lagerstroemia fauriei 'Muskogee' - Crape Myrtle: 3" Cal, 12' HT, Standard, Matched	4	EA	\$ 745.00	\$ 2,980.00
3	Ligustrum japonicum Tree Form-Ligstrum Trees: 9' x 9', MT, Pruned	170	EA	\$ 900.00	\$ 153,000.00
4	Phoenix dactylifera 'Medjool'-Medjool Date Palm: 10' C.T. Specimen	53	EA	\$ 4,300.00	\$ 227,900.00
5	Phoenix reclinata-Reclinata Palms: 8' CT HT., 6-8 Trunks, Max. 4" Caliper	28	EA	\$ 4,100.00	\$ 114,800.00
				PLANT ITEMS SUBTOTAL:	\$ 509,687.50
B	NON-PLANT ITEMS				
6	Sod - 'Floritam', spray, strip, replace	253,000	SF	\$ 0.92	\$ 232,760.00
7	Irrigation	1	LS	\$ 351,000.00	\$ 351,000.00
8	Directional Drilling for Irrigation	1	LS	\$ 92,000.00	\$ 92,000.00
9	Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00
10	Maintenance of Traffic	1	LS	\$ 59,000.00	\$ 59,000.00
11	Clearing and Grubbing	1	LS	\$ 40,000.00	\$ 40,000.00
12	One Year Maintenance	1	LS	\$ 84,910.00	\$ 84,910.00
				NON-PLANT ITEMS SUBTOTAL:	\$ 894,670.00
				TOTAL BASE BID:	\$ 1,404,357.50
	ALTERNATE ITEMS				
1	Relocate approx. 40 Crape Myrtles from Project Area to City Center	1	LS	\$ 12,800.00	\$ 12,800.00
2	Relocate Crape Myrtles from Project Area to Shunz Road Well Field	1	EA	\$ 315.00	\$ 315.00
				ALTERNATE ITEMS SUBTOTAL:	\$ 13,115.00
				TOTAL BID W/ALT ITEMS:	\$ 1,417,472.50

Recommendation to award will be presented for City Council approval on January 7th, 2019.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent



VerdeGo
3335 North State Street
PO Box 789 Bunnell, FL, 32110
386-437-3122

LETTER OF TRANSMITTAL

TO: Mead & Hunt

ATTN: Regina Brinkle regina.brinkle@meadhunt.com
Jake Stehr jstehr@zevcohen.com
Margaret Tomlinson mtomlinson@cityofport-orange.org

DATE: 8/10/2020

M&H PROJECT NO. 192887.01

CITY BID NO. ITB 19-15

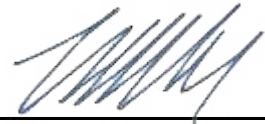
RE: SR421/DUNLAWTON AVE LANDSCAPE
BEAUTIFICATION 437854-1-58-01

SUBMITTAL #	SPEC SECTION(S) #	SHEET(S) #	SUBMITTAL DESCRIPTION
18		1-2	Change Order for FDOT Turn Lane Extensions

SUPPLIER/MANUFACTURER

Notification of deviations from Contract Documents:

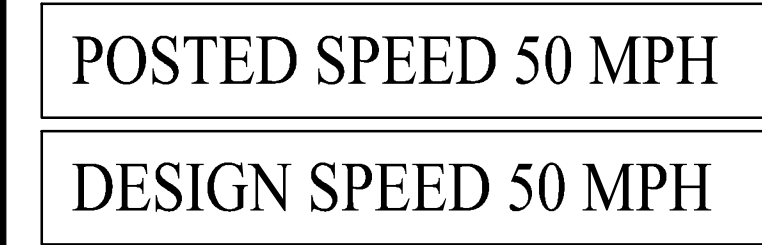
I hereby certify that the Contractor has satisfied Contractor's obligations under the Contract Documents relative to Contractor's review and approval of this submittal.

Signed: 
Type Name: TJ McNitt

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit*	Total
1	Schefflera arboricola 'Trinette'-Variegated Schefflera 3 Gal., 15" SPRD. X 18" HT.	-37.00	EA									\$17.50	-647.50
3	Ligustrum japonicum Tree Form-Ligstrum Trees 9' x 9', MT , Pruned	-10.00	EA									\$900.00	-9000.00
4	Phoenix dactylifera 'Medjool'-Medjool Date Palm 10' C.T. Specimen	1.00	EA									\$4,300.00	4300.000
5	PROS-06-PRS30 SPRAY	13	EA	13								\$16.75	\$217.75
6	PROS-06-PRS40 SPRAY	8	EA	8								\$23.50	\$188.00
7	PCB BUBBLER	-9	EA	-9								\$12.00	\$108.00
8	I20-06 ROTOR	-22	EA	-22								\$32.00	\$704.00
9	LATERAL LINE	-300	LF	-300								\$1.45	\$435.00
10	MAIN LINE	1000	LF	1000								\$5.00	\$5,000.00
11	BORE	65	LF	65								\$28.00	\$1,820.00
													\$631.25

▲
\$5,978.75
▼

POSTED SPEED 50 MPH
DESIGN SPEED 50 MPH



1

[illegible]

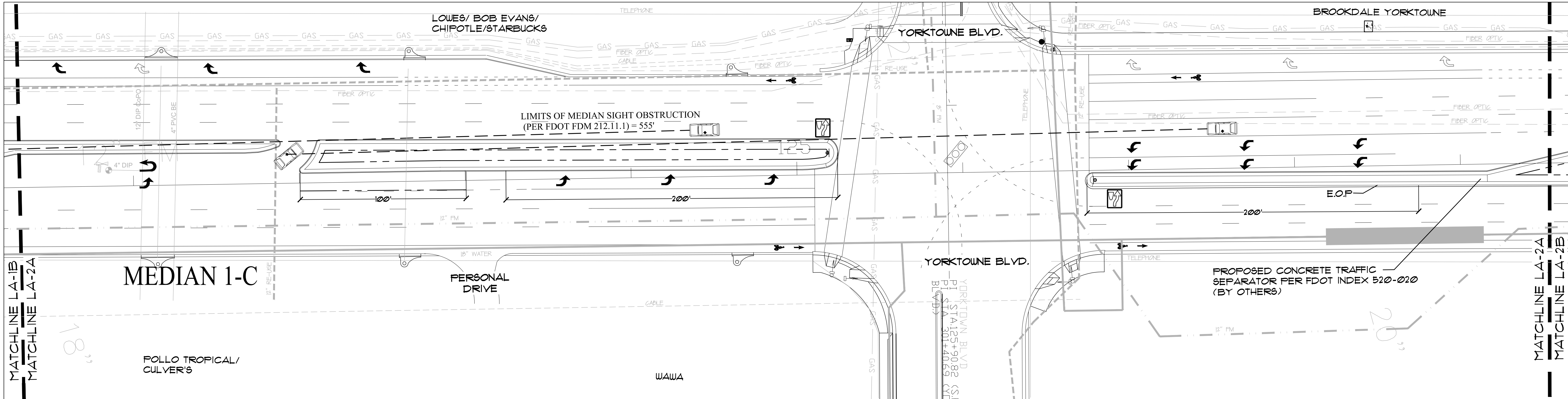
PHEN R. BURNS, R.L.A. #986
NOT VALID WITHOUT SEAL

LA 2-A

POSTED SPEED 50 MPH

DESIGN SPEED 50 MPH

Original Plans



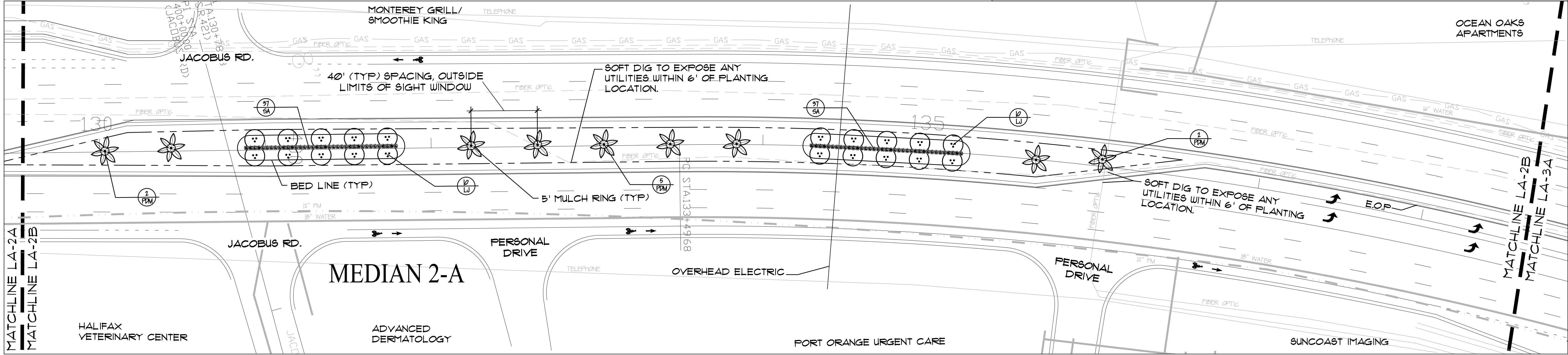
LA 2-B

POSTED SPEED 50 MPH

DESIGN SPEED 50 MPH

PLANT LIST 2-B: MEDIAN 2-A

PALMS			
FDM 9	PHOENIX DACTYLIFERA 'MEDJOL'	MEDJOL DATE PALM	10' C.T., SPECIMEN
TREES			
LW 20	LIGUSTRUM JAPONICUM 'TREE FORM'	LIGUSTRUM TREE	9' x 9', MT, 8' C.T., PRUNED
SHRUBS & GRANDCOVERS			
SA 74	SCHAEFFLERA ARBORESCENS 'TRINETTE'	VAREGATED SCHAEFFLERA	3 GAL, 15" SPD. X 15" HT., FULL, 30" OC.



ZEV COHEN & ASSOCIATES, INC.
1000 GRAND BEACH, FL 33434
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

FOR REVIEW ONLY NOT FOR CONSTRUCTION

SR 421 / DUNLAWTON AVENUE
MEDIAN IMPROVEMENTS
LANDSCAPE PLANS

PROJECT NO: ZC 16031
DESIGNED BY: SRB
DRAFTED BY: SRB
CHECKED BY: SMG
DRAWING FILE: 16031LA.DWG
XREFS: ---
XREFS: ---

STEPHEN R. BURNS, R.L.A. #996
NOT VALID WITHOUT SEAL

SHEET: LA2 OF 10

Original Bid Quantity and Revision #1's Irrigation Quantity Comparison

Bid Quantities

IRRIGATION_SCHEDULE

SYMBOL	MANUFACTURER/MODEL	QTY	
	Hunter PROS-06-PRS30 5' strip spray	3	13 +1 -5 +2 -2 +18 -1
	Hunter PROS-06-PRS30 5' strip spray	6	
	Hunter PROS-06-PRS30 5' strip spray	9	
	Hunter PROS-06-PRS30 8' radius	10	
	Hunter PROS-06-PRS30 8' radius	5	
	Hunter PROS-06-PRS30 10' radius	40	
	Hunter PROS-06-PRS30 10' radius	2	
	Hunter PROS-06-PRS30 12' radius	298	
	Hunter PROS-06-PRS30 12' radius	7	
	Hunter PROS-06-PRS30 15' radius	322	
	Hunter PROS-06-PRS30 15' radius	8	8 +1 +2 +5 +1 -10
	Hunter PROS-06-PRS30 15' radius	2	
	Hunter PROS-06-PRS30 adjustable arc	2	
	Hunter PROS-06-PRS30 adjustable arc	10	
	Hunter PROS-06-PRS30 adjustable arc	11	
	Hunter PROS-06-PRS30 adjustable arc	13	
	Hunter MP Corner PROS-06-PRS40-CV	2	
	Hunter MP Strip PROS-06-PRS40-CV	2	
	Hunter MP Strip PROS-06-PRS40-CV	4	
	Hunter MPI000 PROS-06-PRS40-CV	10	
	Hunter PCB	86	-9 +1 -10
	Hunter PCB	184	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Hunter 1-20-06-LA	377	-14 -22 -10 +6
	Hunter 1-20-06-LA	60	
	Hunter 1-20-06-LA	1	
	Hunter 1-20-06-SR	6	
	Hunter 1-20-06-SR	38	
	Hunter 1-20-06-SR	120	
	Hunter 1-20-06-2.0	1	
	Hunter 1-20-06-2.0	40	
	Hunter 1-20-04-3.0	42	
	Hunter 1-20-04-4.0	12	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	Irritrol 100P-S in a 12" Purple Valve Box	78	-14 -22 -10 +6
	Glow 3" Gasket Bell Isolation Valve in a 12" Purple Valve Box with extension	18	
	Hunter A2C-150D-P with ROAMXL-KIT	1	
	Hunter Solar-Sync Weather Sensor	1	
	Irritrol 100P2-S master valve and Hunter HC-200-FLOW flow meter. Install master valve and flow sensor in separate Rain Bird VB-STD valve boxes.	1	
	Irritrol 100P1.5-S master valve and Hunter HC-150-FLOW flow sensor. Install master valve and flow sensor in separate Rain Bird VB-STD valve boxes.	2	
	Hunter HY-20I Filter in a Jumbo Purple Valve Box	6	
	Reclaim Water Meter 2"	1	
	Reclaim Water Meter 1-1/2"	2	
	Irrigation Lateral Line: PVC Schedule 40 Purple	34,500 l.f.	
	Irrigation Mainline: PVC 3" Schedule 40 Purple Gasket Bell	11,800 l.f.	+1,000
	Pipe Sleeve: PVC Schedule 40		
IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR			

Bore at median 2A increased by 65 LF

IRRIGATION_SCHEDULE

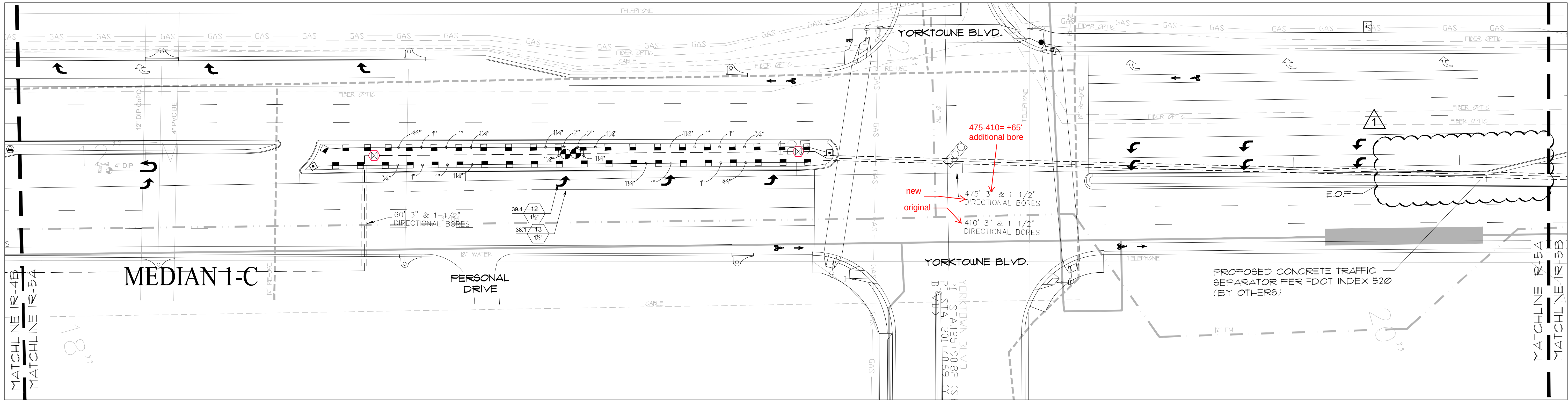
SYMBOL	MANUFACTURER/MODEL	QTY	ARC	PSI	GPM	RADIUS
	Hunter PROS-06-FRS30 5' strip spray	4	LCS	30	0.65	5'x15'
	Hunter PROS-06-FRS30 5' strip spray	1	RCS	30	0.65	5'x15'
	Hunter PROS-06-FRS30 5' strip spray	11	SST	30	1.30	5'x30'
	Hunter PROS-06-FRS30 8' radius	10	180	30	0.47	8'
	Hunter PROS-06-FRS30 8' radius	5	90	30	0.24	8'
	Hunter PROS-06-FRS30 10' radius	38	180	30	0.88	10'
	Hunter PROS-06-FRS30 10' radius	2	90	30	0.44	10'
	Hunter PROS-06-FRS30 12' radius	316	180	30	1.30	12'
	Hunter PROS-06-FRS30 12' radius	7	90	30	0.67	12'
	Hunter PROS-06-FRS30 15' radius	321	180	30	1.86	15'
	Hunter PROS-06-FRS30 15' radius	8	90	30	0.97	15'
	Hunter PROS-06-FRS30 15' radius	2	120	30	1.30	15'
	Hunter PROS-06-FRS30 adjustable arc	2	Adj	30		8'
	Hunter PROS-06-FRS30 adjustable arc	10	Adj	30		10'
	Hunter PROS-06-FRS30 adjustable arc	11	Adj	30		12'
	Hunter PROS-06-FRS30 adjustable arc	13	Adj	30		15'
	Hunter MP Corner PROS-06-FRS40-CV	2	Adj	40		13'
	Hunter MP Strip PROS-06-FRS40-CV	3	LCS	40	0.22	5'x15'
	Hunter MP Strip PROS-06-FRS40-CV	6	SST	40	0.44	5'x30'
	Hunter MPI000 PROS-06-FRS40-CV	15	90-210	40		14'
	Hunter PCB	87	360	30	1.00	3'
	Hunter PCB	174	360	30	0.50	3'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY		PSI	GPM	RADIUS
	Hunter I-20-06-LA	363		40	1.90	27'
	Hunter I-20-06-LA	60		40	2.50	30'
	Hunter I-20-06-LA	1		40	3.50	32'
	Hunter I-20-06-SR	6		40	0.90	17'
	Hunter I-20-06-SR	28		40	1.30	24'
	Hunter I-20-06-SR	126		40	1.70	17'
	Hunter I-20-06-2.0	1		45	1.5	32'
	Hunter I-20-06-2.0	40		45	2.00	34'
	Hunter I-20-06-3.0	42		45	3.00	38'
	Hunter I-20-06-4.0	12		45	4.00	40'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY				
	Irritrol I00P-S in a 12"	78				
	Glow 3" Gasket Bell Isolation Valve in a 12"	18				
	Hunter A2C-150D-P with ROANXL-KIT	1				
	Hunter Solar-Sync Weather Sensor	1				
	Irritrol I00P2-S master valve and Hunter HC-200-FLOW flow meter. Install master valve and flow sensor in separate Rain Bird VB-STD valve boxes.	1				
	Irritrol I00P1.5-S master valve and Hunter HC-150-FLOW flow sensor. Install master valve and flow sensor in separate Rain Bird VB-STD valve boxes.	2				
	Hunter HY-201 Filter in a Jumbo Purple Valve Box	6				
	Reclaim Water Meter 2"	1				
	Reclaim Water Meter 1-1/2"	2				
----- Irrigation Lateral Line: PVC Schedule 40 Purple		34,200	l.f.			
----- Irrigation Mainline: PVC 3" Schedule 40 Purple Gasket Bell		12,800	l.f.			
===== Pipe Sleeve: PVC Schedule 40						
IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR OWN TAKE OFF						

IR 5-A

POSTED SPEED 50 MPH

DESIGN SPEED 50 MPH

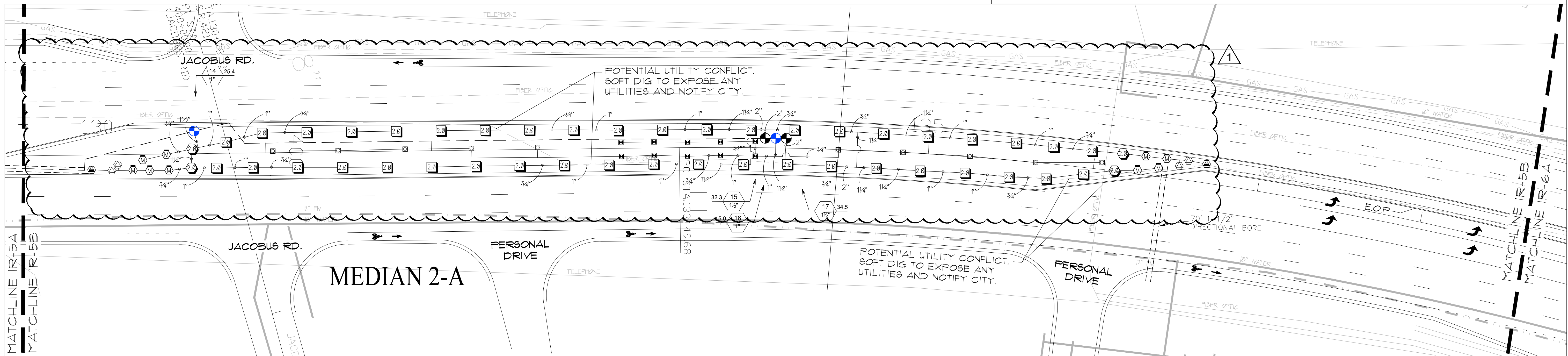
Revised Plans



IR 5-B

POSTED SPEED 50 MPH

DESIGN SPEED 50 MPH



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	SUBMITTALS / REVISIONS
1	01/17/2020	REVISED PER TURN LANE MODIFICATION

SR 421 / DUNLAWTON AVENUE
MEDIAN IMPROVEMENTS
IRRIGATION PLANS

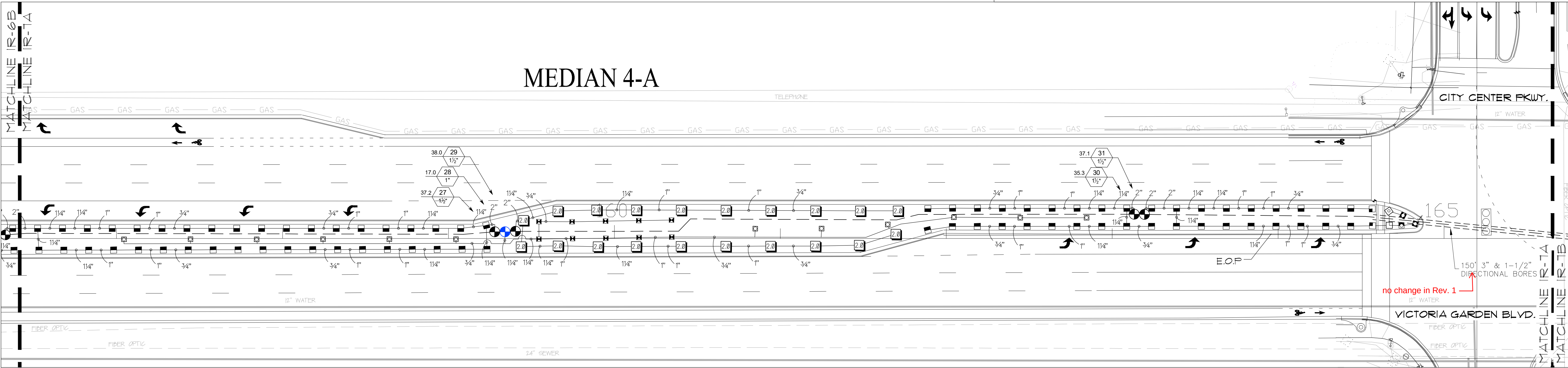
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DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: SRB
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XREFS: 16031BAS
XREFS: ---

STEPHEN R. BURNS, R.L.A. #596
NOT VALID WITHOUT SEAL
SHEET: IR5 OF 10

IR 7-A

POSTED SPEED 50 MPH

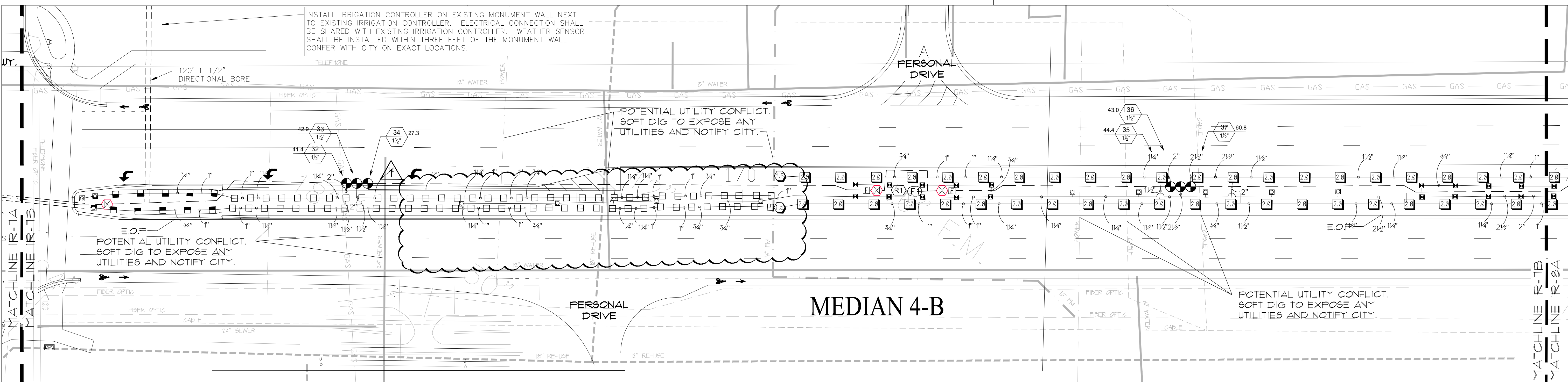
DESIGN SPEED 50 MPH



IR 7-B

POSTED SPEED 50 MPH

DESIGN SPEED 50 MPH



CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

NO.	DATE	SUBMITTALS / REVISIONS	BY	DATE
1	01/15/2020	REVISED PER TURN LANE MODIFICATION	JES	

FOR REVIEW ONLY NOT FOR CONSTRUCTION

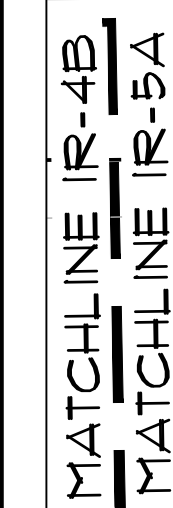
SR 421 / DUNLAWTON AVENUE
MEDIAN IMPROVEMENTS
IRRIGATION PLANS
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO.: ZC 16031
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: SRB
DRAWING FILE: 16031IR.DWG
XREFS: 16031BAS
XREFS: ---

STEPHEN R. BURNS, R.L.A. #596
NOT VALID WITHOUT SEAL
SHEET: IR7 OF 10

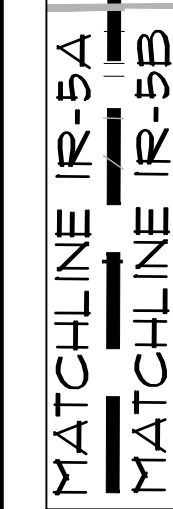
POSTED SPEED 50 MPH
DESIGN SPEED 50 MPH

A horizontal line segment is divided into four equal parts, each labeled 15'. The segments alternate between being shaded gray and unshaded, starting and ending with a shaded segment. To the right of the line is a circular arrow pointing clockwise, with the letter 'Z' next to it.



MATCHLINE R-5A
MATCHLINE R-5B

POSTED SPEED 50 MPH
DESIGN SPEED 50 MPH



MATCHLINE IR-5B
MATCHLINE IR-6A

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

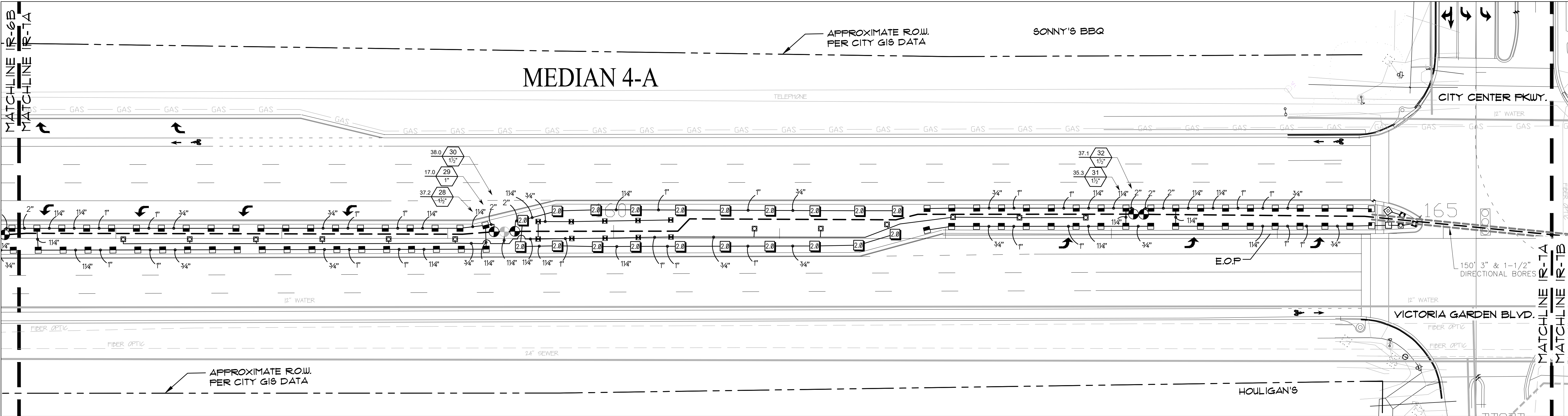
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**SR 421 / DUNLAWTON AVENUE
MEDIAN IMPROVEMENTS
IRRIGATION PLANS**

PROJECT NO: ZC 16031
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: SRB
DRAWING FILE: 16031R.DWG XREFS: --- XREFS: ---
STEPHEN R. BURNS, R.L. #986 NOT VALID WITHOUT SEAL
SHEET: IR5 OF 13

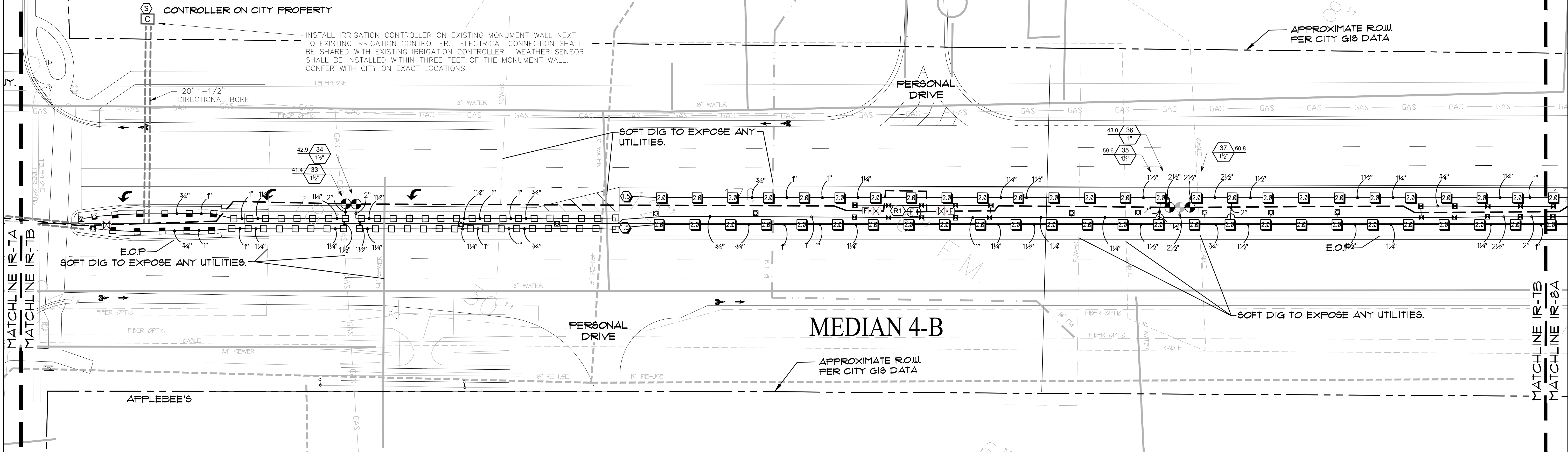
IR 7-A

POSTED SPEED 50 MPH
DESIGN SPEED 50 MPH



IR 7-B

POSTED SPEED 50 MPH
DESIGN SPEED 50 MPH



ZEV COHEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
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WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION

PROJECT NO: ZC 16031
DESIGNED BY: JC
DRAFTED BY: JC
CHECKED BY: SRB
DRAWING FILE: 16031R.DWG
XREFS: ---
XREFS: ---

SR 421 / DUNLAWTON AVENUE
MEDIAN IMPROVEMENTS
IRRIGATION PLANS

STEPHEN R. BURNS, R.L.A. #896
NOT VALID WITHOUT SEAL

SHEET: IR7 OF 13



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: Yes

SUBJECT: (C9c) Approval of Change Order 2 with VerdeGo Landscape, LLC for the Dunlawton Median project

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve VerdeGo Landscape, LLC Change Order 2 for the Dunlawton Median project in the amount of \$1,256.50.

SUMMARY: Change Order 2 is to cover the costs associated with adding a Hunter AC-2 LTE irrigation controller decoder module to the contract with VerdeGo Landscape, LLC for the Dunlawton Median project. The AC-2 controller is part of the original bid but the decoder module that plugs into the AC-2 controller was not requested in the initial bid. The requested decoder module would provide staff greater flexibility to monitor and trouble shoot the irrigation system remotely from a cell phone, tablet, or laptop. Therefore, the addition of the requested decoder module to plug into the AC-2 LTE irrigation controller will allow Public Works staff to remotely monitor the irrigation system for breaks, receive alerts and notices via text, make adjustments and necessary shut offs, and view real-time data. In addition, the decoder module will provide staff with the necessary information to identify issues and shut down segments of the irrigation system, if necessary, remotely compared to requiring staff to be in the field to diagnosis issues and make adjustments. A monthly service plan is required to run the module and the Change Order includes the cost for 2 years of service. Funding for this change order is available within the project (AIO022).

The Dunlawton Median project is a Joint Participation Agreement (JPA) project in which the City receives state funding to provide plant material in the medians to improve the aesthetic of the corridor.

On September 3, 2020, staff received FDOT notification that they take no exceptions to the proposed changes in Change Order 2.

These changes in scope will not require any additional contract time.

Project No.: AIO022 Funding Account No.: Fund 001 / General Fund

Presenter: Margaret Tomlinson

ATTACHMENTS:

1.	Change Oder No. 2	Change Oder 2 Verdego.pdf
----	-------------------	---------------------------

2.	437854-1 CO#2 backup	437854-1 CO#2 backup.pdf
----	----------------------	--------------------------

Margaret Tomlinson	Created/Initiated - 9/16/2020
Tim Burman	Approved - 9/20/2020
Lupe Reyna-Coffin	Approved - 9/21/2020
Scott Neils	Approved - 9/21/2020
Matthew Jones	Approved - 9/29/2020
Jake Johansson	Approved - 9/29/2020
Robin Fenwick	Final Approval - 9/29/2020

CHANGE ORDER NO. 2
To EJCDC Agreement dated April 21, 2020
VERDEGO LANDSCAPE, LLC, Contractor

Project: ITB 19-15; SR 421/Dunlawton Ave. Median Landscape Beautification
FPN: 437854-1-58-01
Project Number AIO022

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$1,332,562.50	Original Contract Times Notice to Proceed: July 6, 2020 Substantial Completion: 180 days Final Completion 210 days
Net changes from previous Change Order No. 1: \$631.25	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$1,333,193.75	Contract Completion Date prior to this Change Order: Final Completion: 2/06/21
Net increase (decrease) of this Change Order No. 2: \$1,256.50	Changes in contract time requested this Change Order No. 2: (Requires Council Approval) 0 days
Contract Price with all approved Change Orders: \$1,334,450.25	Contract Times with all approved Change Orders: Final Completion: 02/06/21*

*Final completion date includes holidays per EJCDC contract

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover all costs associated with adding a Hunter AC-2 LTE irrigation controller decoder module to the Contract. This work shall be performed under the EJCDC Agreement entered into by and between the parties on April 21, 2020.
- II. REQUIRED CHANGES: To provide for scope of work changes. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties. Install a Hunter AC-2 LTE irrigation controller decoder module. The module was requested by Public Works to provide cell phone connection capability. A monthly service plan is required to run the module. The Change Order includes the cost for 2 years of service.
- III. JUSTIFICATION:
Changes in scope as set forth in City Code of Ordinances Section 2-272, requires Council approval. Is this a change in scope as defined by section 2-272? Yes

(Discussed above and also see attached support documents)

CONTRACT PRICE:

- a. Cost to add a Hunter AC-2 LTE irrigation controller decoder module to the Contract per approved submittal #14. \$1,256.50
- b. Result is an increase of \$1,256.50 to the contract.

CONTRACT TIME: These changes in scope will not require any additional contract time.

- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit up to but not to exceed \$1,256.50. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order 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 Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
CITY OF PORT ORANGE
Department Project Manager

ACCEPTED BY:
VERDEGO LANDSCAPE, LLC
Contractor

By: _____
Printed Name: Margaret E. Tomlinson
Title: Construction & Engineering Manager

By: _____
Printed Name: Terry M. McNitt, Jr.
Title: Managing Member

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:
CITY OF PORT ORANGE
Public Works Representative

RECOMMENDED BY:
MEAD & HUNT
CE&I Consultant

By: _____
Printed Name: Ronny Buttrum
Title: Deputy Director Public Works

By: _____
Printed Name: Michael B. Ruland, P.E.
Title: Senior Project Engineer

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
M.H. Johansson, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____

Change Order #2 Cost Estimate

Project No.: ITB #19-15
Date Prepared: 8/19/2020

Description: Cost to add a Hunter AC-2 LTE irrigation controller decoder module

Prepared By: Mike Ruland, PE

Item	Description	Qty	UM	Labor		Equipment		Material		Subcontract		Total	
				Rate	Total	Rate	Total	Rate	Total	Rate	Total	Unit	Total
	Hunter AC2-LTE Module	1.00	LS									\$1,256.50	\$1,256.50
				\$0.00		\$0.00		Tax @ 6.5% \$0.00					
								\$0.00		\$0.00		\$1,256.50	

TOTAL \$ 1,256.50



SUBMITTAL REVIEW RESPONSE

Project:	SR421 Dunlawton Median Beautification 437854-1	City Bid No:	ITB 19-15	M&H No:	192887.01
Subm No:	14	Subm Name:	Hunter A2C LTE Module	Received:	7/20/2020
Spec No:		Sht No:		Returned:	8/13/2020
		Supplier:	VerdeGo		

Submittal review is limited to verifying general conformance with the design concept as presented by the contract documents. Disposition or notations do not constitute a contract modification and do not relieve the Contractor from compliance with contract documents, governing codes and regulations. No detailed check of quantities or dimensions was made. The General Contractor, Subcontractor, and/or Construction Manager is solely responsible for confirming all quantities, dimensions, fabrication techniques, coordinating work with other trades and ensuring that work is performed in a safe and satisfactory manner.

- ☒ Approved - No Exceptions Taken
- ☐ Approved as Noted - See Comment Below
- ☐ Revise & Resubmit - Exceptions Taken
- ☐ Accepted - Informational Submittal
- ☐ Not Accepted - Informational Submittal

Review Comments



Hunter A2C-LTE Module

- **Hunter A2C-LTE Module= \$1,016.50**
- **2 Year Service Plan= \$240.00**

Total= \$1,256.50

ACC2

The multi-flow monitoring and management capabilities of ACC2, with the option to upgrade to Centralus cloud-based control, make it the best choice for complex projects.

KEY BENEFITS

- Number of stations:
 - 12 to 225, for large projects
- Up to 6 flow sensor inputs and 6 P/MV outputs
- 32 automatic programs (10 start times each) for precise plant management
- Block function to group stations and consolidate large systems
- Built-in Solar Sync[®] logic for smart water savings
- Real-time flow monitoring detects and diagnoses leaks in up to 6 flow zones
- Flow management optimizes watering at safe velocities
- High-visibility, full-color display with reversible facepack
- Conditional Response "if/then" programming for active responses to sensor inputs
- User management password protection, with two levels of access
- Optional plug-in communications modules for cloud or network control
- Detailed alarm logs in plain language
- Extreme service lightning protection
- Easy Retrieve[®] programming backup and restore
- Non-Water Windows to inhibit accidental irrigation

OPERATING SPECIFICATIONS

- Transformer input: 120/230 VAC
- Maximum AC current draw: 120 VAC, 2 A/230 VAC, 1 A
- Transformer output: 24 VAC, -3 A
- P/MV outputs (24 VAC): Up to 6; 3 included, 0.8 A each
- Sensor inputs: 3 Clik, 1 Solar Sync, and up to 6 Flow sensors (3 included)
- Approvals: Wall Mounts IP55, Plastic Pedestal IP34, UL, cUL, FCC, CE, RCM
- Warranty period: 5 years

USER-INSTALLED OPTIONS

- ROAM/ROAM XL remote controls
- WSS-SEN or SOLAR-SYNC-SEN for automatic water savings
- Flow sensors (up to 6) including Flow-Sync, WFS, and other approved equals
- Centralus central control available with Wi-Fi, LAN, and cellular connection



Metal Wall Mount
(gray or stainless steel)
Height: 15 1/4"
Width: 15"
Depth: 6 1/2"



Plastic Wall Mount
Height: 16 3/8"
Width: 16 1/2"
Depth: 6 1/8"



Metal Pedestal
(gray or stainless steel)
Height: 37"
Width: 15 1/2"
Depth: 5"



Plastic Pedestal
Height: 39 1/2"
Width: 23 1/2"
Depth: 17"

Compatible with:



**Solar Sync
Sensor**



**Flow-Sync
Sensor**



**ROAM Remote
ROAM XL Remote**

WFS Sensor



EPA WaterSense Approved
Add the WaterSense-labeled Solar Sync sensor to improve the water efficiency of this controller

ADDITIONAL SPECIFICATIONS BY MODEL

ACC2 CONVENTIONAL

- Number of stations:
 - 12 to 54, for large projects
- Simultaneous station operation: Up to 14 solenoids
- Expands in 6-station increments
- Extreme service lightning protection, standard on all A2M-600 output modules
- Station outputs: 0.8 A each

ACC2 DECODER

- Number of stations:
 - 75, 150, or 225, for large projects
- Simultaneous station operation: Up to 30 solenoids
- Operates Hunter's premium ICD decoders over ID wire:
 - Up to 10,000' (14 AWG wire)
 - Up to 15,000' (12 AWG wire)
- Up to 3 two-wire paths per output module
- Diagnostics including decoder inventory, wire tracker, solenoid finder, and more

ACC2 CONVENTIONAL MODELS

Model	Description
A2C-1200-M	12-station base unit controller, expands to 54 stations, gray steel wall mount, outdoor
A2C-1200-P	12-station base unit controller, expands to 54 stations, plastic outdoor wall mount
A2C-1200-SS	12-station base unit controller, expands to 54 stations, stainless steel wall mount, outdoor
A2C-1200-PP	12-station base unit controller, expands to 54 stations plastic pedestal
A2M-600	6-station plug-in module for use with the A2C-1200 series controllers

ACC2 DECODER MODELS

Model	Description
A2C-75D-M	75-station base model, gray metal outdoor, wall mount
A2C-75D-P	75-station base model, plastic outdoor, wall mount
A2C-75D-SS	75-station base model, stainless steel, wall mount
A2C-75D-PP	75-station base model, plastic pedestal
A2C-D75	75-station decoder expansion module

ACC2 ACCESSORIES FOR ALL MODELS

ACC2 ACCESSORIES

Model	Description
A2C-F3	Optional flow meter expansion module (adds 3 inputs)
A2C-LEDKT	External status light shows controller status with door closed
A2C-WIFI	ACC2 Wi-Fi connection
A2C-LAN	ACC2 LAN (Ethernet) connection
A2C-LTE	ACC2 cell connection (monthly service plan required)
ACC-PED	Gray pedestal for wall mount
PED-SS	Stainless steel pedestal for wall mount

ACC2: REVERSIBLE FACEPACK





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: Yes

SUBJECT: (C9d) Ratification of the Police Benevolent Association Lieutenants (PBA Lt.) 2020-2023 Collective Bargaining Agreement

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the 2020 - 2023 Collective Bargaining Agreement negotiated between the City of Port Orange and Police Benevolent Association Lieutenants.

SUMMARY: The City and the PBA Lt. have negotiated a three year Collective Bargaining Agreement, which will cover October 1, 2020 - September 30, 2023. This revised contract covers one year of wages (October 2020) with a wage opener for the other two years of the contract to be determined.

On Monday September 21st, the City received notification that the PBA Lt. members voted in favor of this agreement. In order to ratify this agreement, the City Council must also vote in favor of the proposed changes.

Staff has attached a summary of the changes to this contract, marked-up copies of the changed articles, and a clean copy of the entire contract. A number of items in this contract are administrative clean-up.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	TA Articles 2020	TA Articles 2020.pdf
2.	Proposed PBA Lts 2020-2023 Clean	Proposed PBA Lts 2020-2023 Clean.pdf
3.	Summary of Changes	Summary of Changes.docx
4.	Signature Page	Signature Page.pdf

Robin Fenwick
Jamie Miller
Lupe Reyna-Coffin
Scott Neils

Created/Initiated - 8/27/2020
Approved - 9/20/2020
Approved - 9/21/2020
Approved - 9/21/2020

Matthew Jones
Jake Johansson
Robin Fenwick

Approved - 9/23/2020
Approved - 9/24/2020
Final Approval - 9/24/2020

ARTICLE 9
BILL OF RIGHTS

M
9-4-20
RW
9-4-20

- 9.1 The Parties agree to abide by the Law Enforcement Officer's and Correctional Officer's Bill of Rights, Section 112.532, Florida Statutes, as amended from time to time, which is incorporated herein by reference.
- 9.2 The findings of internal affairs investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper or "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve police personnel;. No other terminology may be used.
- 9.3 Only "~~sustained~~" complaints or incidents from citizens resulting in formal disciplinary action (written reprimand, suspension, demotion, termination, or other adverse action defined by policy), will be ~~inserted in an officer's personnel record located in~~ submitted to the Human Resources office.
- 9.4 "~~Not sustained~~" "~~unfounded~~" and "~~exonerated~~" complaints from citizens will ~~not be inserted in an officer's personnel record located in the Human Resources Office~~ Reserved
- 9.5 The charge "conduct unbecoming an officer" and all similarly vague charges will not be employed by the City.

ARTICLE 10
BULLETIN BOARD


6.4.20


6/4/20

10.1 The City shall provide the Association with a Bulletin Board ~~three (3) foot by three (3) foot in size across the hall from the time clock~~ located in the Patrol Division side of the building.

10.2 The Association agrees that it shall use space on the Bulletin Board provided for in Section 10.1 ~~11.1~~, for the posting of the following:

Notices of Association Meetings
Association Elections of Officers (not including representation elections)
Reports of Association Committees
Rulings and Policies of the Association
Recreational & Social Affairs of the Association
Notices of Meetings by Public Bodies
Notices of Ratification Meetings
Contract Administration

In no event shall the Bulletin Board be used to post political materials or controversial materials which adversely reflect upon the City of Port Orange, its independent agencies, its employees, elected officials, or any labor organization among its employees.

10.3 Failure of the Association to follow the procedures for the posting of materials and notices on the Bulletin Board shall result in the materials or notices being removed from the Bulletin Board by the City and in suspension of all Bulletin Board privileges.

ARTICLE 14

GRIEVANCE PROCEDURE

M
9-15-20
RW
9/15/20

- 14.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving employee discipline or the application, violation, or interpretation of this Agreement.
- 14.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, the his grievance shall be considered conclusively abandoned.
- 14.3 All grievances shall begin at Step 1, except the following grievances shall begin at Step 2:
- (1) A grievance that is general in nature, in that it applies to a number of employees, rather than a single employee, or
 - (2) A grievance that is directly between the Police Benevolent Association and the City, or
 - (3) A grievance involving any formal disciplinary action (written reprimand, a-suspension, demotion, termination) or discharge.
- The above referenced grievances shall be reduced to writing, as outlined in 14.4, Step 1, and filed within ten (10) workdays of the occurrence of the event(s) or notification of discipline.
- 14.4 Grievances shall be presented in the following manner:

Step 1. The employee, employee representative, or the Association shall first present his/her grievance in writing to the employee's Captain ~~immediate supervisor (or shift commander)~~ within ten (10) work days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ten (10) work days period shall commence running immediately upon the employee's return from such compensated leave. The ~~immediate supervisor (or shift commander)~~ Captain shall answer the grievance in writing within (10) work days of the presentation of the grievance. The

answer shall be given to the employee, with a copy to the Association. All grievances must be reduced to writing and submitted on the then-current grievance form, which and must contains the following information:

- (a) The specific article and section of the Agreement alleged to have been violated by the City;
- (b) A full statement of the grievance, giving a complete description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant or signature of the association representative and the date signed. In case of a group of employees filing a single grievance, the grievants all grieving parties will be identified, and the association representative shall sign and date on behalf of the unit.
- (d) Designation of the association representative (must be an elected officer, representative, or steward) if the grievant requests association representation.

Unless the grievance is presented in the manner set forth in this Section, it shall be deemed not to exist.

~~Step 2. Any grievance which cannot be satisfactorily settled with the immediate supervisor (or shift commander) shall be reduced to writing as set forth in Step 1, by the employee, employee representative, or the Association, and shall next be presented to his/her Division Captain.~~

~~Such grievance shall be presented to the Division Captain within ten (10) work days of the date of receipt of the Step 1 answer. The Division Captain shall, within ten (10) work days after presentation of the grievance render his/her decision of the grievance in writing, unless a longer period of time is mutually agreed upon. The decision shall be sent to the employee, with a copy to the Association.~~

Step 2 3. Any grievance which cannot be satisfactorily settled with the Division Captain shall next be presented to the Department Head or their his designee. The grievance as specified in writing in Step 1 shall be submitted within ten (10) workdays after the receipt of the ~~Step 2~~ answer. The Department Head or Designee may meet with the employee and his/her representative within ten (10) workdays after receipt of the grievance (or such longer period of time as is mutually agreed upon). The Department Head or Designee shall render their his decision in writing and send it to the employee, with a copy to the Association, within ten (10) workdays after the grievance meeting or receipt of grievance, if no meeting is held.

Step 3 4. Any grievance which is not resolved at Step 2 3, shall next be presented to the City Manager within ten (10) workdays after the receipt of the Step 2 3 answer. The City Manager shall meet with the employee and/or his/her representative within ten (10) workdays after receiving the grievance. The City Manager shall render his/her decision in writing within ten (10) workdays after the grievance meeting and send it to the employee, with a copy to the Association.

Step 4 5 - Arbitration. In the event a grievance processed through the grievance procedure has not been resolved in Step 3 4 the Association shall request, in writing, that the grievance be submitted to arbitration within ten (10) workdays after the City Manager renders a written decision on the grievance.

The Arbitrator may be any impartial person mutually agreed upon by and between the parties. If an impartial Arbitrator cannot be agreed upon within ten (10) work days after the date the grievance has been submitted for Arbitration, the Association shall request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) Arbitrators within twenty (20) work days after the grievance is submitted to arbitration. Within ten (10) work days of receipt of the panel, each party shall have the option to alternatively strike three (3) names from the list in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial Arbitrator.

The City and the party requesting arbitration shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and thereafter, the Arbitrator shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 1 2 of the grievance procedure. The Arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of the signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association.

Each party shall bear the expense of its own witnesses and of its own representatives for purpose of the arbitration hearing. The impartial Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any, shall be paid by the party declared by the Arbitrator to be the loser of the decision. The Arbitrator shall have the obligation in resolving the case before him/her to declare which party has lost the decision. If the Arbitrator fails to specify the losing party, the Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

The Arbitrator's award shall be final and binding on the parties.

14.5 Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447 Florida Statutes unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of the Agreement. Accordingly, and notwithstanding any other provision of the Agreement, the Arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City council for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

14.6 It is the mutual desire of the City and the Union that grievances shall be adjusted as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. Failure of the grievant to observe the time limits for any steps in this Article without a mutually agreed written extension of time shall terminate the grievance. The term "workdays" as used in this article includes Monday through Friday of each work week regardless of the grievant's work schedule. Saturdays, Sundays, and holidays as set forth in this Agreement shall not be considered "workdays" even if work is assigned on these days. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance is received, shall not be counted.

ARTICLE 15

HOLIDAYS

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9/15/20
RW

- 15.1 It is recognized that the City unit will ~~close its offices for seven (7)~~ recognize eight (8) official holidays. The City will recognize the following as paid holidays for employees in this unit ~~employees~~:

Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Memorial Day
Fourth of July
Labor Day

In addition to the paid holidays above, employees shall be granted additional leave as follows:

Annual leave, in an amount of hours equal to the number of hours in the employee's regular work shift, shall be added to the employee's annual leave accruals for each of the following days, Floating Holiday, ~~Martin Luther King's Birthday~~ Veteran's Day and Good Friday, on the first pay period after the first of January for the employee to use as he or she wishes. These hours are to be scheduled in the same fashion as annual leave.

Employee Birthday: Annual leave, in an amount of hours equal to the number of hours in the employee's regular work shift, shall be added to the employee's annual leave accruals on the first pay period after the first of October for the employee to use as he or she wishes for his or her birthday. These hours are to be scheduled in the same fashion as annual leave.

In order to qualify for the four (4) annual leave accruals for the Floating Holiday, Birthday Holiday, Martin Luther King Birthday, and Good Friday, an employee must have been employed for the entire 12 consecutive previous months. ~~After 12 consecutive months of service, employees shall be eligible to receive the additional hours added to their annual leave accruals. After new employees successfully complete their first consecutive 12 months of service, they will receive the additional hours added to their annual leave accruals.~~

- 15.2 The actual day of the holiday will be the observed day for all members of the bargaining unit.

- 15.3 An employee who is eligible and is not scheduled to work on a holiday will be permitted to take time off equal to the number of hours in his/her regular work shift paid at his/her regular rate of pay during the same fourteen (14) day pay period that includes the holiday.
- 15.4 An employee who is required to start his/her work shift on a holiday shall receive payment at his/her regular rate of pay for all hours that he/she works on that shift. In addition, during the same fourteen (14) day pay period that includes the holiday the employee worked, the employee will be permitted to take time off equal to the number of hours in his/her regular work shift paid at his/her regular rate of pay.

ARTICLE 16

ANNUAL LEAVE

9.15.20
RW
9/15/20

- 16.1 Annual leave is provided for the purpose of allowing employees time off from their work for vacation or for necessary time to attend to personal business. No employee shall be permitted to use annual leave for any period spent on unauthorized leave or participating in an unlawful work stoppage.
- 16.2 In computing annual leave time, holidays, or regular days off immediately preceding the commencement of, falling within, or following the termination of an employee's annual leave, shall be excluded from the computation of the employee's annual leave time.
- 16.3 The following sections 16.3, A – G apply to current employees hired before January 24, 2011.
- A. General Terms of Accrual - Annual leave shall be accrued from the most recent day of employment under the conditions hereinafter stated, but no annual leave shall be granted until an employee has completed three (3) months of continuous service. An employee who is paid for less than twenty (20) hours of work in a week shall accrue no annual leave credit for such week of service. Provided, however, that the limit of twenty (20) hours shall not apply to an employee on annual leave, sick leave, or other authorized leave with pay who would otherwise have worked at least twenty (20) hours.
- B. Accrual for Current Full-Time Employees Hired Prior to January 24, 2011 - 40 Hours - Full time employees working a forty (40) hour week shall accrue annual leave at an equally prorated amount per pay period as follows. In the event that an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately.

Length of Continuous Service	Hours Accrued Each Year
Less than 5 years	96
5 through 7 years	112
8 through 10 years	128
11 through 15 years	144
16 through 19 years	160
More than 20 years	176

- C. Accrual for Current Full-Time Employees Hired Prior to January 24, 2011 Working Extended Shifts - 84 Hours Bi-weekly - Full time employees working extended shifts (Eighty four [84] hours biweekly) shall accrue annual leave at an equally prorated amount per pay period as follows. In the event that an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately:

Length of Continuous Service	Hours Accrued Each Year
Less than 5 years	100
5 through 7 years	118
8 through 10 years	134
11 through 15 years	151
16 through 19 years	168
More than 20 years	185

- D. Accrual for Current Part-Time Employees Hired Prior to January 24, 2011- Designated part-time employees who work at least twenty (20) hours, but less than forty (40) hours, or more per week shall receive annual leave credit at one-half (1/2) the rate of permanent full-time employees. Such employees may not use vacation credit until after three (3) months have passed from their date of continuous employment. Temporary, seasonal, or part-time employees working less than twenty (20) hours per week shall not accrue annual leave.
- E. Probationary Period - Should a new employee, as defined in Article 7.1, fail to successfully complete his probationary period or should such employee be discharged the employee shall forfeit all accrued annual leave.
- F. Maximum Accrual - Annual leave normally is to be taken in the anniversary year in which it is accrued. Unused annual leave may be accumulated to a maximum of three hundred twenty (320) hours. Leave balances indicated on the paystub received for the second to last pay check in as of September 1st in excess of 320 hours shall be sold back to the City, or at the employee's option, deferred into the employee's ICMA-RC 457 Plan account, at a rate of one hour of leave for one hour of pay at the employee's regular rate of hourly pay in effect on September 15 of each year. This payment will be made by the last pay check in September of each year.
- G. Employees will be permitted to use annual leave in units of not less than one-half (1/2) hour subject to approval of their supervisor. In case of conflict, annual leave shall be granted on the basis of

seniority.

16.4 The following sections (16.4 A-G) apply to employees hired after January 24, 2011.

- A. Accrual for full time employees working a forty (40) hour week hired on or after January 24, 2011 shall accrue no more than ninety-six (96) hours of Annual Leave each year.
- B. Accrual for full time employees working extended shifts – 84 hours bi-weekly hired on or after January 24, 2011 shall accrue no more than one hundred (100) hours of Annual Leave each year.
- C. ~~Part-Time Employees hired on or after January 24, 2011 that are designated part-time employees who work at least twenty (20) hours per week, but less than forty (40) hours, per week shall receive forty eight (48) hours of Annual Leave per year. Temporary, seasonal, or part-time employees working less than twenty (20) hours per week shall not accrue annual leave.~~ Reserved
- D. Reserved.
- E. Reserved.
- F. ~~Leave in excess of one hundred (100) hours effective the last paycheck of each fiscal year shall be forfeited.~~ Unused annual leave may be accumulated to a maximum accrual of three hundred and twenty (320) hours. Leave in excess of three hundred twenty (320) hours effective the last full pay period in September of each successive fiscal year shall be forfeited.
- G. Employees will be permitted to use annual leave in units of not less than one-half (1/2) hour subject to approval of their supervisor. In case of conflict, annual leave shall be granted on the basis of seniority.

16.5 Termination, Resignation, Retirement or Death - An employee who is terminated for cause or who resigns without a two (2) week notice shall not be eligible for compensation for all accumulated unused annual leave. An employee who resigns with a two (2) week notice or retires under the provisions of the City's pension plan (or in event of death, his/her heirs) shall be compensated for all accumulated unused annual leave up to the maximum of three hundred twenty (320) hours ~~accrual as provided for in Sections 16.3 (F) and 16.4 (F).~~ Pay for such accumulated leave shall be based on the regular hourly rate of pay of the employee at the time of termination. The employee may also have the option of deferring his or her

accumulated unused leave into an ICMA-RC 457 Plan account, up to the maximum provided by law. In case of death, compensation shall be paid to the surviving spouse or the employee's estate.

- 16.6 Employees taking annual leave shall have their accounts charged for the actual number of scheduled hours absent because of leave.
- 16.7 Additional Annual Leave- Employees shall accrue three (3) hours of additional annual leave to be credited on even numbered pay periods under a biweekly payroll system to the employee's annual leave.

ARTICLE 19

SICK LEAVE


9-15-20
RW
9/15/20

- 19.1 Sick leave benefits shall not be considered as a right to be used at an employee's discretion. Sick leave is an allowance granted by the City to provide employees with reasonable time off during periods of personal or family illness or injury and to attend medical appointments without loss of pay. This includes time off to recover from off-duty illness or injury that prevents an employee from being able to adequately perform their required job duties and functions. All employees desiring to utilize sick leave are required to notify their supervisor as early as possible, and at least one (1) hour in advance of their scheduled reporting time each day of their intended absence due to illness, injury or medical appointment. Extenuating circumstances to the above shall be given due consideration. Such notice shall be given each day of the absence and the employee shall notify the supervisor as soon as possible of the employee's intention to return to work. Abuse of sick leave privileges shall be considered cause for disciplinary action or dismissal. The City may require a physician's certificate to authenticate an absence or to determine qualifications to resume work.
- 19.2 General Terms of Accrual - Sick leave shall be accrued from the most recent day of continuous employment under the conditions hereinafter stated. An employee who is paid for less than twenty (20) hours of work in a week shall accrue no sick leave credit for such week of service. Provided, however, that the limit of twenty (20) hours shall not apply to an employee on annual leave, sick leave, or other authorized leave with pay who would otherwise have worked at least twenty (20) hours. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or participating in an unlawful work stoppage.
- A. Accrual for Full-Time Employees - Each full-time employee shall accrue sick leave at an equally prorated amount per pay period, to yield one hundred and eight tenths (100.8) hours per calendar year. In the event that an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately.
- B. Accumulation and Pay-Off of Sick Leave - Subject to the provisions of this Agreement employees may accumulate sick leave from year to year for use in future years as needed. Employees may exchange sick leave for pay, or at their option, deferral into an ICMA-RC 457 Plan account up to the maximum amount provided by law, as provided herein. The maximum unused sick leave that may be exchanged for pay or deferral in any one year is one hundred ninety-

two (192) hours, provided each member maintains a balance of at least forty (40) hours of accumulated sick leave after the sick leave requested for pay or deferral is deducted from their accumulation, provided the requirements of Section 19.3 are met.

19.3 Accumulation of Sick Leave and Sick Leave Sell Back/Deferral

Subject to the provisions of this Agreement employees may accumulate sick leave from fiscal year to fiscal year for use in future years as needed. All accrued sick leave ~~balances as of hours as reflected on the second to last pay check received each September 1st each fiscal year~~ which are in excess of seven hundred fifty (750) hours shall be paid off by the City at the employee's regular hourly rate for each hour of sick leave. At the employee's option, the employee may defer this payment into an ICMA-RC 457 Plan account up to the maximum amount provided by law. An employee that is promoted from a position covered by the PBA Rank and File Collective Bargaining Agreement to a position covered under the PBA Lt. CBA shall be eligible to carry forward each fiscal year a sick leave balance equal to their total sick leave accruals as of the date of promotion, up to the maximum allowed under the Bargaining Agreement in effect at the time of the promotion, unless a new cap is expressly negotiated by the unit and the City.

Sick Leave Exchange for Pay or Deferral

- a. For employees who have a minimum of ten (10) years of seniority with the City as of September 30 of the year in which the employees seek to exchange sick leave for pay or deferral the following procedures shall apply to sick leave exchanges for pay:

All members must maintain a minimum balance of forty (40) hours of sick leave. Employees may exchange a maximum of one hundred ninety-two (192) hours of unused sick leave for pay or deferral into the employee's ICMA-RC 457 Plan account each year. Each employee shall receive one hour of pay or deferral at his/her regular hourly rate as of September 15 of the year that the exchange is being made for each hour of unused sick leave being cashed in or deferred.

- b. For employees who have less than ten (10) years of seniority with the City as of September 30 of the year in which the employees seek to exchange sick leave for pay, the following procedures shall apply to sick leave exchange:

All members must maintain a minimum balance of forty (40) hours of sick leave. Employees may exchange a maximum of one hundred ninety-two hours of unused sick leave for pay or deferral into the

employee's ICMA-RC 457 Plan account each year. Employees who have accumulated more than forty (40) hours of sick leave but less than one hundred (100) hours which they wish to exchange may exchange that leave for pay or deferral at the rate of three (3) hours of sick leave for one (1) hour of pay or deferral.

Employees who accumulate more than one hundred (100) hours of sick leave which they wish to exchange may exchange that leave for pay or deferral at a rate of two (2) hours of sick leave for one (1) hour of pay or deferral. At all times a minimum of forty (40) hours of sick leave must be maintained in order for the employee to exchange sick leave for pay or deferral.

- 19.4 Subject to the provisions of this Agreement, an employee may cash in, or at his/her option, defer into an ICMA-RC 457 Plan account, at his/her regular rate of pay effective on September 15, his/her accumulated sick leave hours by obtaining the appropriate form and submitting it upon completion to the Human Resources Department no later than September 1 of such fiscal year, subject to the restrictions indicated in Section 19.2.B. Failure to submit this form will result in an employee's accrued sick leave being "banked" for future use or pay-off as provided herein. Any sick leave taken after the filing of such form shall first be deducted from accrued sick leave "in the bank" and, secondly, from those days for which payment is sought but not yet paid.
- 19.5 All payments or deferrals for unused sick leave made under this Article shall be paid by check issued by the City on or about the last pay check received in September.
- 19.6 Participants utilizing sick leave shall be paid and their account charged for the actual number of scheduled hours absent.
- 19.7 Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one-half (1/2) hour.
- Employees shall not be allowed to utilize sick leave in lieu of annual leave.
- 19.8 Retirement, Resignation or Death - An employee who resigns with two (2) weeks prior notice and has a minimum of ten (10) years of service with the City, or retires under the provisions of the City's pension plan (or in the event of death, his or her heirs) shall be entitled to a lump sum payment for all unused sick leave accrued at a rate of one hour of pay for one hour of leave. The employee may also have the option of deferring his or her payment of unused leave into an ICMA-RC 457 Plan account, up to the maximum amount provided by law.

19.9 An employee who is fired, dismissed or who quits and/or separates from the City for any reason other than detailed in section 19.8 shall forfeit accrued sick leave.

19.10 Employees may sell a maximum of five (5) hours of sick time to donate to families of Officers in need within the central Florida area. This subsection shall be exempt from the minimum forty (40) hour bank rule.

19.11 SICK LEAVE BANK

Both parties agree to consider the establishment and maintenance of a voluntary Sick Leave Bank.

An employee's participation in the Sick Leave Bank is voluntary.

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ARTICLE 22

UNIFORMS AND EQUIPMENT

- 22.1 The City will provide to all Officers the following equipment and clothing and other items as necessary:
- 4 Trousers
 - 2 Long sleeve shirts
 - 3 Short sleeve shirts
 - 1 Winter jacket
 - 2 Collar insignias
 - ~~1 Tie with clasp~~
 - ~~1 Tie Clasp~~
 - 2 Badges
 - 1 Identification card and carrier
 - 1 ~~Walkie talkie~~ Portable radio holder swivel
 - 1 Rechargeable flashlight
 - ~~1 Pocket pen~~
 - ~~1 Pocket notebook~~
 - 1 Pair non-prescription sunglasses for employees in the Traffic Division
 - 1 Bullet proof vest to be worn in accordance with Department policy
 - 1 pair Handcuffs
 - 4 Summer shirts
 - ~~3 Summer shirts, blue~~
 - ~~1 Summer shirt, white~~
 - 1 Pair of duty boots, as needed. Not to exceed two (2) pair per year
 - 1 Pair of dress shoes for Class A uniform wear
- 22.2 The City agrees to furnish all sworn Officers, at City expense, those replacement uniform items that are worn, torn, or damaged through normal wear and tear, rather than through negligence or misconduct.
- 22.3 Any employee who shall receive any breakage or damage to his personal equipment in the line of duty shall have it replaced at no cost to the employee, to a maximum of one hundred (\$100.00) dollars per item. However, if the employee is not negligent, then, in the case of loss or damage to prescription eyeglasses they will be replaced or repaired, as the case may be, without regard to the one hundred (\$100.00) dollar limitation.
- 22.4 The City agrees to provide each uniformed and non-uniformed employee dry cleaning at City expense for all uniforms and clothing—used for employment.
- 22.5 The City agrees to arrange to have each police vehicle inspected

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8/7/20

maintained by a mechanic on a regular basis. The employee will be responsible for regular vehicle inspections and reporting any concerns in accordance with Department Policy. ~~At the start of each shift, the driver will inspect his assigned vehicle before he goes on duty. If the driver finds any fault in the vehicle which might be construed as a safety hazard, the driver shall immediately arrange to have said vehicle repaired or take other appropriate action.~~

- 22.6 The City will provide each Officer with a two-way portable radio.
- 22.7 City-issued uniforms and other articles of clothing are provided for wear while at work, and are not to be worn for non-duty purposes.
- 22.8 The City will issue uniforms in compliance with IRS regulations pertaining to work clothes and Uniform Allowances and Reimbursements.
- 22.9 The City and the Association agree that sworn Officers who are required to wear non-issue clothing in the course of their employment shall receive a clothing allotment. Sworn Officers who are required to wear non-issue clothing shall receive their first-year clothing allotment prorated monthly to the end of the calendar year, prior to the commencement of assignments that require them to wear such clothing. The clothing allotment will be \$750.00 pro-rata per year. This allowance shall be paid in one installment annually during the first pay period in January. Upon departure from assignment, employee will be responsible to re-pay the prorated share for the time not in the assignment for an amount that exceeds \$150.00. If an employee works any given day in a month, they will not be required to repay the prorated amount for that given month.

ARTICLE 24

WAGES

[Handwritten signature]
9.15.20
RW
9/15/20

24.1 Employees will receive no increase in pay other than what is provided for in this agreement. All future wage increases beyond the term of this agreement shall be subject to negotiation by the parties.

A. Effective the first full pay check received following the ratification of this agreement, any current Lieutenant will receive a three percent (3%) adjustment to their base pay for the Fiscal Year 2021.

B. The Police Chief shall slot any employee that is promoted to the rank of Lieutenant within the current contract period to a rate of pay appropriate in comparison to other Lieutenants, depending on years of service/experience. However, in no event shall the increase be less than 5% above the top rate of a Sergeant pay grade.

~~A. Effective the first full pay period following October 1 2017, or upon ratification of this agreement, whichever is later, all current Police Lieutenants will make \$75,000 annually. Any current Lieutenant whose current base wage is in excess of \$75,000 will receive a one-time \$2,000 contribution to their ICMA-RC 457 plan.~~

~~B. Effective the first full pay period following October 1 2018, all current Police Lieutenants will make \$77,062.00, which is reflective of an approximate 2.75% increase. All employees whose base wage is above \$77,062.00 shall receive a one-time \$2,000 contribution to their ICMA-RC 457 account.~~

~~C. Effective the first full pay period following October 1 2019, all current Police Lieutenants will make \$79,181.00, which is representative of an approximate 2.75% increase. All employees whose base wage prior to the adjustment was higher than the rate listed in B, but lower than the \$79,181.00 shall receive the adjustment to the new rate, plus a one-time \$1,500 contribution to their ICMA-RC 457 account.~~

24.2 Employees hired from outside of the organization will start at the minimum rate of pay established for the classification. If an applicant possesses exceptional qualifications, upon recommendation of the Chief and concurrence of the Human Resources Division, requests for a rate of pay higher than the minimum may be authorized. Requests for a starting rate up to ten (10) percent above the minimum rate will require prior approval of the Administrative Services Director and or the City Manager or the City Manager's designee. These requests must be in writing and fully justified

by the Department Head and approved before the offer is made to the applicant. Requests for a starting pay more than ten (10) percent above entry level shall be fully justified and submitted in writing for review by the Administrative Services Director. The Administrative Services Director shall make a recommendation to the City Manager, in writing, for final determination. The City Manager's approval is required in writing before making the offer to the applicant.

24.3 The City performance evaluation system will be a satisfactory/unsatisfactory procedure. If the employee's performance for the previous year has been satisfactory, they will receive a rating of satisfactory. The employee will then undergo performance evaluations each year thereafter. Should the employee receive a rating of unsatisfactory, they will be placed under an intensive management program and re-evaluated in ninety (90) days. Failure to receive a "satisfactory" performance rating after the re-evaluation period will result in disciplinary action, up to and including termination. Any employee with an "unsatisfactory" rating on their last performance evaluation will not be eligible for a salary adjustment on the next October 1st, if one is granted by the City Council.

24.4 In addition to wages, incentive pay, if appropriate, shall be provided in accordance with pertinent Florida Statutes 943.22.

24.5 Specialty pay will be provided to all employees who are assigned by the Chief as regular members of a specialized or hazardous unit (division) or other groups which are herein specified as follows:

<u>Specialty Assignment</u>	<u>Amount of Pay</u>
Motorcycle Officer	\$60.00/pay period
Emergency Response Team	\$60.00/pay period
Traffic Homicide Investigator	\$60.00/pay period
Field Training Officer	\$60.00/pay period
Canine Officer	\$60.00/pay period
Drug Recognition Expert	\$60.00/pay period
Meth Team	\$60.00/pay period
Crime Suppression Team	\$60.00/pay period
Detective Assignment	\$90.00/pay period

ARTICLE 26

ALCOHOL AND DRUG TESTING


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- 26.1
- A. The parties agree to work together to fully comply with the Criminal Justice Standards and Training Commission Rules (11B-27.0011 et seq., F.A.C.) concerning the use of any controlled substances by, and drug testing for, all applicants for certification, employment or appointment of bargaining unit positions.
 - B. In the event the Department Head or his designee has a reasonable suspicion to believe that an employee is under the influence of drugs or alcohol on duty or has used drugs off duty based on reasonable suspicion, the Chief may require that the employee submit to breathalyzer tests, blood tests, urinalysis, and/or other appropriate testing. Should the employee test positive to a drug test, the Chief will utilize a confirmatory process before instituting disciplinary action. Such test shall be conducted by a state certified lab or technician at the City's expense.
 - C. In the event the Chief request that an employee submit to breath, blood, urine and/or other tests and the employee chooses not to submit to such test or tests, such refusal shall be grounds for discipline. As used in this Article 26, a positive alcohol reading or a positive alcohol test shall mean a blood or breath alcohol reading of .02 or above.
 - D. If the employee submits to the tests and the results indicate statutory alcohol impairment or drug use other than as indicated in Section G, the employee shall be suspended without pay. Within forty (40) days, a suspended employee desiring reinstatement shall, upon written request, be given the opportunity to submit to further blood or urine drug/alcohol screening tests, at the employee's expense. If such tests indicate the absence of alcohol or substance abuse, the employee is reinstated. In the event forty (40) days have passed and the City has not received the written request signed by the employee, to take the alcohol or substance abuse test, or the employee has failed to take such tests at a time and location designated by the Chief, the employee shall be discharged. An employee shall also be discharged if tested under this section twice within a two (2) year period with both test results indicating alcohol or substance use.
 - E. An employee may be granted a one-time leave of absence without pay not to exceed sixty (60) days to undergo treatment for alcohol or substance abuse pursuant to an approved treatment program. No employee benefits shall accrue during this period. The request must be voluntarily made in writing prior to the institution of disciplinary

measures for alcohol or substance abuse.

- F. The Chief has the right to search lockers, vehicles, desks, handbags, lunchboxes, other containers, or other personal effects of employees at any time provided the Chief has reasonable suspicion to believe that an employee is under the influence of drugs or alcohol. If deemed necessary by the Chief, the employees themselves may be asked to submit to a search. At no time will any employee be searched by or in the presence of a member of the opposite sex. Upon either request being made, such search shall be witnessed by an independent witness of the employee's choice in the Department; provided this choice will not prevent, inhibit, or unreasonably delay the searching of the employee. An employee's refusal to cooperate with or submit to a search may be treated as insubordination that warrants immediate discipline.
- G. All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform the Supervisor that they are taking such medication on the advice of a physician. It is the employee's responsibility to inform the Supervisor of the possible side effects of the drug on performance and expected duration of use. See also D2.
- H. Except as stated in subsection D of this Article, the cost of drug and alcohol screening tests shall be paid by the City.
- I. The City retains its right to maintain discipline or invoke disciplinary measures in the case of conduct which may result from or be associated with alcohol or substance abuse.
- J. Involvement in an accident while on duty or injured while on duty when there is reasonable suspicion to believe alcohol or narcotics was responsible, such cause shall be considered reasonable cause for purposes of this Article.
- K. Decisions of an arbitrator under this article shall be limited to a determination of whether there existed reasonable suspicion to activate the provisions of this Article and if this issue is determined in the employee's favor, he shall be reinstated. The questions of whether or not the employee was under the influence of alcohol or drugs shall be subject to arbitration, but not the subsequent disciplinary measure imposed by the City.
- L. Reasonable suspicion as used in this Article shall be reduced to writing and signed by the person initiating the allegation before activating the provisions of this Article.

26.2

A. PURPOSE

This Article provides Police Department policy relative to the use of

narcotics, illegal drugs, and the abuse of legally prescribed drugs by any member of the Department and sets forth circumstances in which drug tests will be required.

B. POLICY

The Port Orange Police Department has a legal responsibility and management obligation to ensure as safe a work environment as possible, as well as a paramount interest to protect the public by ensuring that its Officers have the physical stamina and emotional stability to perform their assigned duties. The Police Department must maintain public confidence in the Department's competence and adopt procedures to ensure that its Officers are fit for duty.

The abuse of drugs or chemical substances is illegal and counter-productive to the good order and reputation of the Police Department and will not be tolerated. Officers must have physical coordination and unimpaired judgment to react prudently and effectively to the demands of police service.

C. TERMINOLOGY

1. The term Drug includes cannabis, narcotics, or any controlled substances which have not been legally prescribed and/or dispensed.
2. The term Drug Abuse includes the use of cannabis, narcotics, or any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug.
3. Reasonable Suspicion Standard - An apparent state of facts and/or circumstances found to exist by a supervisor or fellow employee which would cause a reasonably intelligent person to believe the employee to be under the influence or a user of drugs or narcotics. The standard of reasonable suspicion is less than probable cause.
4. Probationary Employee - Any sworn Officer with less than one full year of service.
5. Administrative Review Board - The board that reviews disciplinary matters.
6. Medical Review Officer - The physician designated by the testing laboratory who will review the analysis results before sending them to the City.
7. Drug Analysis - The submission of a urine or hair specimen for testing to determine the presence of the following groups of drugs:
 - a. 10-Panel Urine Drug Screen by Immunoassay Methodology for Amphetamines, Barbiturates, Benzodiazepines, Cocaine,

Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene, and Tetrahydrocannabinol (marijuana metabolites).

D. GENERAL RULES

1. The use of illegal drugs, cannabis, or nonprescribed controlled substances or the abuse of legally prescribed drugs or controlled substances by a Port Orange Police Officer is strictly prohibited.
Violation of this policy will result in disciplinary action.
2. Police Officers who are required to take prescription medicine that may affect the Officers' ability to perform their duties while on duty shall notify their commander or lieutenant prior to their tour of duty.
3. Police Officers who have knowledge that another individual is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.
4. Refusal by a Police Office to take the required drug test shall be considered insubordination and will result in the immediate relief from his/her duties pending disposition of any additional action.

E. MANDATORY DRUG TESTING

1. Mandatory drug testing is the submission of a specimen in order to test such samples for the presence of drugs.
2. Mandatory drug analysis will be conducted only upon the approval of the Department Head under the following circumstances:
 - a. Based on REASONABLE SUSPICION (as set out in G) citing specific instances when a member was incapable of performing his/her required duties or exhibited unusual work performance measures and/or behavioral traits.
 - b. When an Officer is scheduled to submit to an ordered psychiatric or psychological examination.
 - c. At any time during the probationary period.
 - d. For counseling assistance programs or as a condition of discipline when the Officer refuses to take the test.
 - e. When an Officer has used deadly force.
 - f. When an Officer has operated a motor vehicle involved in an accident resulting in death or serious injury to an individual.
 - g. ~~Prior to assignment to special units, i.e., Vice and Intelligence, and Emergency Response Team. Reserved~~

- h. Mandatory testing no more than four times each year for all personnel listed in g. above. (Random testing will count)
 - 1. Any Officer refusing the test will be immediately terminated.
- i. When an Officer returns to duty after an absence of 15 days or more on a non-hospitalization sick leave without medical documentation of his/her illness.
- j. Officers with a first confirmed positive test result for prescription drugs used or taken illegally.

F. PROCEDURES FOR THE ORDERING OF DRUG TESTING IN CASES OF REASONABLE SUSPICION

- 1. A ranking Officer (Lieutenant or above) will be notified by the initiating Officer of the circumstances leading to the request for a drug test.
- 2. If the request for a drug test is approved, the Officer requesting the test will direct a memo to the Chief indicating the circumstances of reasonable suspicion that formed the basis of the request.
- 3. The memo will then be presented to the accused Officer who will sign his/her name at the bottom of the report indicating that the Officer has read it. This signature will in no way be considered an admission of guilt, but only an acknowledgment of the fact that the report was read. A copy of this report will be given to the accused Officer.
- 4. An Officer who refuses to submit to a properly required drug test shall be deemed insubordinate. Charges shall be referred by the requesting supervisor or other commanding officer, and the Officer will be transported to a place of his choice within reason.
- 5. If the Officer agrees to take the drug test, that individual shall complete and sign the drug testing Consent Form. If the accused Officer is unable to read the Consent Form, the supervisor shall read it to the individual. A copy of the Consent Form will be given to the Officer.
- 6. A supervisor will transport the individual to the approved testing facility and will stand by until the test has been administered and will then transport the individual to a place of his/her choice within reason. At the testing facility, the supervisor will verify all preliminary documentation associated with the test.
- 7. Upon completion of the drug test, a copy of all police reports will be forwarded through the chain of command to the Department Head.

G. ALLEGATION OF MISCELLANEOUS DRUG-RELATED ACTIVITY

ON OR OFF DUTY

1. Allegations of miscellaneous drug-related activity which would be considered reasonable suspicion requiring a drug test include, but are not limited to, the following:
 - a. Unauthorized involvement with a person or enterprise engaged in the illegal sale, delivery, manufacture, purchase, or possession of drugs and narcotics.
 - b. Illegal sale, delivery, manufacture, purchase or possession of drugs or narcotics.
 - c. Whenever the results of a preliminary criminal investigation indicate a reasonable suspicion to believe that the accused Officer is involved in illegal drug-related activity; or upon completion of the initial stages of an administrative investigation which indicates a reasonable suspicion to believe the accused is personally using illegal drugs or is personally misusing or abusing legally prescribed or dispensed medication.
 - d. A reasonable suspicion exists when a person has a reasonable belief that an individual is under the influence of a drug or drugs, which affect behavior, supportable by direct observation, articulable reasons and common sense. The following, in addition to other evidence or suspected drug abuse, are some of the indicators that may give rise to a reasonable suspicion to believe that an employee's physical or mental abilities to perform assigned duties and responsibilities are affected by drugs.
 1. Changes in speech pattern.
 2. Staggering gait or poor coordination.
 3. An accident while operating a City owned or leased vehicle, equipment or property.
 4. Unusual behavior, variations in mood, deterioration of performance during a work period.
 5. Physical or verbal altercations.
 6. Possession of drugs.
 7. Information from a reliable person with personal knowledge who is willing to publicly state the information.
 8. Erratic operation of a motor vehicle.

H. RANDOM DRUG TESTING

1. Random drug testing is the submission of a urine or hair specimen in order to test such sample for the presence of drugs. (See Section 3)
2. Specimen types and protocols will be uniform during individual random testing operations.
3. Random drug analysis will be conducted only upon approval of the Department Head.
4. All Officers will be included in the random drug testing group which will be eligible to be tested.
5. Random testing will take place no more than four (4) times a year.
6. Employee numbers of all Officers in this group will be placed in the computer, which will randomly select individuals for testing.
7. Shift Commanders will be given no more than forty-eight (48) hours notice that Officers under their command have been selected. Those Officers will be notified verbally at inspection or while on duty. Officers will have four (4) hours to submit a specimen. Only personnel on duty when notice is given will be tested, except for Officers working steady night shift, who will be compensated if held over for testing. If an Officer is selected to be tested on their day off or when the Officer is not at work, they will be tested immediately upon their return to work.

I. ANALYSIS PROCEDURE

1. A supervisor will transport Officers to the facility where their specimens will be collected and tested by certified laboratory technicians.
2. The supervisor will verify all the preliminary documentation associated with the test for each Officer by initialing it, and will positively identify each Officer prior to the test. A copy of the Consent Form will be given to the supervisor who will return it to the Department Head.
3. The urine specimen will be collected in a manner that will preserve the dignity of the Officer and ensure the integrity of the sample according to the National Institute of Drug Abuse standards.
4. The Medical Review Officer will send results to the Human Resources Director.
5. Drug Analysis Methodologies:
 - a. A positive report of the presence of a drug must meet the following criteria: First, the drug and/or its metabolites must be present at a concentration greater than that listed as the

cut-off for the screening methodology. Second, the drug or its metabolites must be measured by GC/MS confirmation methodology and found to be at a level greater than that listed for this method and particular drug. Note that the minimum reporting level is different for each drug and/or metabolite.

- b. Drug analysis will be done by immunoassay screening with confirmation of all positive screens by Gas Chromatography/Mass Spectrometry (GC/MS). These methodologies follow the National Institute of Drug Abuse's suggested guidelines for specificity and sensitivity.

Initial drug screening is performed at the following detection sensitivities:

Amphetamines	300 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
THC (marijuana metabolite)	50 ng/ml
Cocaine metabolite	300 ng/ml
Methadone	300 ng/ml
Opiates	300 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml

- c. Confirmation by GC/MS is detected at the following sensitivity levels (minimum reporting concentration):

Amphetamines	300 ng/ml
Methamphetamines	300 ng/ml
Barbiturates	150 ng/ml
Benzodiazepines	150 ng/ml
THC (marijuana metabolite)	15 ng/ml
Cocaine or cocaine metabolite	100 ng/ml
Methadone	100 ng/ml
Methaqualone	100 ng/ml
Opiates - Total	300 ng/ml
Codeine	150 ng/ml
Morphine	150 ng/ml
Phencyclidine	25 ng/ml

J. VOLUNTARY TESTING

1. Treatment for Officers who seek help:
 - a. Officers who come forward and admit to drug abuse before being tested will be given an opportunity to obtain treatment without having disciplinary action taken against them.
 - b. These individuals will, however, be considered first confirmed positive result as far as future testing is concerned only.
 - c. Employees seeking assistance should contract the City's Employee Assistance Program, or the Department Head.

K. CONFIDENTIALITY

Any information gained as a result of the drug test shall be kept as confidential as possible, except for City purposes, and shall not be revealed except in accordance with a proper judicial or legislative order. Breach of confidentiality by any employee shall result in disciplinary action.

L. DISCIPLINARY ACTION

1. Any Officer refusing to take the drug test pursuant to this policy shall be subject to immediate termination.
2. Any Police Officer who refuses to be tested shall be placed on immediate unpaid suspension and an internal investigation for the violation of the directive(s) shall commence.
 - a. The individual will be notified in writing by the Department Head or his designee that, because of the refusal, he/she has been placed in the mandatory testing group for twelve (12) months.
 - b. The individual is further notified of the consequences of a refusal and ordered to take a test within twelve (12) hours. This 12 hour period shall only apply to drug test orders based on the reasonable suspicion standard.
 - c. If the individual refuses to take the test as ordered, the matter will be referred to the Disciplinary Review Board. The penalty for said refusal will be discipline up to and including termination.
3. Individuals who are already in the mandatory test group as a result of the following circumstances are subject to termination for refusal

to take the test:

- a. Individuals with a first confirmed positive test result.

4. First Confirmed Positive Result - Abuse of Prescription Drugs

- a. Probationary Officers with a confirmed positive test result will be placed on immediate suspension pending a hearing before the Administrative Review Board. The penalty for such an offense is termination. No rehabilitation opportunity is offered to probationary employees.
- b. For any other individual who has a first time confirmed positive test result of prescription drugs, which are being abused, the following steps will be taken:
 - 1. The individual will be placed on immediate unpaid suspension for a minimum of thirty (30) days.
 - 2. The Internal Affairs Division will conduct a thorough investigation, and the case will go to the Administrative Review Board.
 - 3. The individual will also be ordered to enter a City approved substance abuse treatment program.
 - 4. The individual may take appropriate authorized leave to participate in treatment. This may include sick leave, vacation, compensatory time off, or leave without pay.
 - 5. While in treatment, an Officer may return to a limited duty assignment that does not require carrying a gun or operating a vehicle, provided the Officer has a negative test result and such an assignment is available.
 - 6. The expense for said treatment program (if not covered by the City health insurance plan) is the responsibility of the individual.
 - 7. To return to full duty status, the individual must receive a drug test result which does not indicate the presence of illegal drugs, upon completion of the program and be cleared by the Substance Abuse Professional.
 - 8. When returned to full duty, the Officer will be placed in the mandatory drug testing group for a period of twelve (12) months.

5. Positive Test Results for Controlled Dangerous Substances or Illegal Drug.

- a. The following step will be taken for any Officer who has a confirmed positive test result for cocaine or

methamphetamine (for which there is no valid prescription) or any Schedule I, Schedule 2, or any illegal drug.

1. The individual will be placed on immediate unpaid suspension pending termination.
6. Second confirmed Positive Drug Test Result - Abuse of Prescription Drugs
 - a. The treatment program for a first confirmed positive drug test result (abuse of prescription drugs) is not an option for a non-probationary Officer.
 - b. Upon a confirmed second positive drug test result, the individual will be placed on immediate unpaid suspension pending termination.
 1. The Internal Affairs Division will conduct a thorough investigation to gather all pertinent information.
 2. The Department Head will initiate the termination procedure.
7. Any individual may request that his/her sample be retested by either the original testing laboratory or by a Substance Abuse and Mental Health Service Administration (SAMSHA) certified laboratory. Any testing done at the individual's request will be paid for by that individual.
8. Termination
 - a. In any case, when the Department Head has determined that termination for an offense is appropriate, the Department Head will initiate the termination procedure. Said individual will be given written notice of termination proceedings.

M. GENERAL RULES

1. All property belonging to the Port Orange Police Department and/or the City of Port Orange is subject to inspection at any time pursuant to reasonable suspicion.
 - a. This includes all property belonging to or used by the Port Orange Police Department and/or the City of Port Orange including, but not limited to, vehicles, desks, containers, files and storage lockers.

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ARTICLE 32

WORKERS' COMPENSATION, HEALTH, SAFETY AND PHYSICAL FITNESS

- 32.1 The purpose of this Article is to promote the health, safety and physical fitness throughout the Port Orange Police Department.
- 32.2 Any bargaining unit employee who is temporarily disabled as a result of an injury sustained in the course of his employment with the City, shall be entitled to the following compensation:
- a. During such temporary, total disability, paid disability leave shall not exceed sixty (60) calendar days for any one injury. If as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the sixty (60) calendar days, the employee shall revert to normal Workers' Compensation benefits.
 - b. While receiving Worker's Compensation benefits, the employee may utilize available sick and/or annual leave in order to receive compensation for the amount not paid under the Worker's Compensation carrier. At no point shall the compensation be in excess of their normally scheduled amount.
 - c. If, in the City's opinion, this benefit is being abused, this Article will be subject to renegotiation at that time and prior to the expiration of this contract. Benefits will remained unchanged until renegotiated.
 - d. Leave for Workers' Compensation shall run concurrent with leave as covered under Family Medical Leave Act (FMLA).
 - e. For employees that have exhausted their paid leave prior to any exhaustion of an approved FMLA will generally be separated from service upon exhaustion of the approved FMLA leave, except as otherwise provided for by law. For employees with accrued paid leave in excess of the standard FMLA time will be able to utilize their accrued leave to stay in a paid status beyond the standard FMLA time, however, this period will not generally extend beyond twelve (12) months, unless an imminent return has been documented by a physician, or as otherwise provided for by law.
- 32.3 The City and the Union agree that employees covered hereunder must maintain a high level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens.

32.4 Each bargaining unit employee shall be required to complete once every two years, a Physical Abilities Test (PAT) and required pre-test physical examination as defined in Departmental Policy.

32.5 ~~Reserved~~ It is acknowledged and agreed by the parties hereto that a statutory presumption exists, under Section 112.18 F. S., that any condition or impairment of health of a bargaining unit member that results in a disability, or death, was accidentally suffered in the line of duty. Therefore, the parties further acknowledge and agree that the Port Orange Police Department is a tobacco-free workplace and that it is a condition of employment that each new member of this bargaining unit hired on and after ratification of this Agreement refrain from the use of tobacco during the period of his or her employment with the City. New employees or those offered conditional employment with this bargaining unit, shall be required to sign an affidavit attesting that they be tobacco-free throughout the term of their employment.

32.6 ——— Reserved

32.7 ——— Reserved.

32.8 ——— Reserved

32.9 ——— Reserved

32.10 ——— ~~It is acknowledged and agreed by the parties hereto that a statutory presumption exists, under Section 112.18 F. S., that any condition or impairment of health of a bargaining unit member that results in a disability, or death, was accidentally suffered in the line of duty. Therefore, the parties further acknowledge and agree that the Port Orange Police Department is a tobacco-free workplace and that it is a condition of employment that each new member of this bargaining unit hired on and after ratification of this Agreement refrain from the use of tobacco during the period of his or her employment with the City. New employees or those offered conditional employment with this bargaining unit, shall be required to sign an affidavit attesting that they be tobacco-free throughout the term of their employment.~~

ARTICLE 34

DURATION OF AGREEMENT

- 34.1 This Agreement shall commence and become effective upon ratification by both parties on October 1, 2017 and shall continue in full force and effect until midnight of the 30th day of September, 2023 2020 and thereafter from year to year unless notice is given in writing (email notification is acceptable) by either party by April 1, of each year 2019, of intent to modify, terminate, or change this Agreement, except as provided hereinafter.
- 34.2 Except for Article 24, No item or provision of this Agreement shall be a proper subject for negotiation during the term of this Agreement unless it is mutually agreed by the parties in writing to renegotiate such items in negotiations. The parties may negotiate Article 24 wages in Year 2 and 3 of this contract
- 34.3 As used in this Agreement, the term "he" or "she" shall be interpreted to be gender neutral, and shall be understood to encompass both genders.

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AGREEMENT

between

CITY OF PORT ORANGE, FLORIDA

and

**COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION LIEUTENANTS**

PERC CERT. # 5561

October 1, 2020 through September 30, 2023

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AGREEMENT

THIS AGREEMENT is entered into by and between the City of Port Orange, hereinafter referred to as the "City", and the Coastal Florida Police Benevolent Association (PBA), hereinafter referred to as the "Association".

Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

Whenever the phrase "in writing" is used in this Agreement, it shall be construed to include regular mail, facsimile, and electronic mail (email) as an acceptable form of written communication unless specifically stated otherwise in a particular Article.

WITNESSETH:

WHEREAS, This Agreement reduces to writing the understandings of the City and the Association to comply with the requirements contained in Chapter 447, Florida Statutes, as amended; and

WHEREAS, This Agreement is designed to provide for an equitable and feasible procedure for the resolution of differences concerning the enforcement of this Agreement in accordance with grievance procedures contained herein; and

WHEREAS, This Agreement is entered into to promote a harmonious relationship between the Association and the City and to encourage more effective employee service in the public interest; and

WHEREAS, The Association understands that the City is engaged in furnishing essential public service which affects the health, safety and welfare of the general public; and the Association recognizes the need to provide continuous and reliable service to the public; therefore, it is hereby agreed:

ARTICLE 1

ASSOCIATION RECOGNITION

- 1.1 The City recognizes the Association as the exclusive collective bargaining representative for those employees in the following bargaining unit, as defined in PERC Certification # 5561, dated May 29, 2008.

Included: All sworn Police Lieutenants in the Port Orange Police Department.

Excluded: Police Officers, Sergeants, Captains, Chief, clerical employees, Service Officers and all other employees.

Any Amendment to the unit certified by Public Employees Relations Committee will be entitled to the terms and benefits of this Agreement.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 The Association recognizes that it is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations.
- 2.2 The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, including all inherent and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Unless specifically addressed in this Agreement nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, rearrange, or change, extend, limit or curtail its operations or any part thereof.
- 2.3 Without limiting the provisions of Sections 2.1 and 2.2, but in order to clarify some of the more important unilateral rights retained by management, the City shall have the following unilateral management rights, unless such rights are specifically limited and in direct conflict with this Agreement or the law:
- (a) To determine the size and composition of the work force, including the number or composition of employees assigned to any particular operation, shift or turn:
 - (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed:
 - (c) To hire, rehire, promote, lay-off and recall employees:
 - (d) To reward or reprimand, discharge or otherwise discipline an employee for just cause.
 - (e) To evaluate, maintain, and/or improve the efficiency of employees;
 - (f) To create or abolish job classifications and the minimum qualifications for job classifications, and to determine the amount and type of work;

- (g) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, unless contrary to a specific provision of this Agreement;
- (h) To discontinue, temporarily or permanently, in whole or in part its operations and to transfer, or assign all or any part of its operation or any part thereto to new facilities;
- (i) Should management have a reasonable basis to believe the employee is not physically capable of performing his job they may require an employee to take a physical or mental examination, given by a health service or a physician or psychiatrist selected by the City;
- (j) To determine the location, method, means and personnel by which operations are to be conducted;
- (k) To introduce new, different or improved methods, means and processes of conducting the operations, transportation, maintenance and service of the employer;
- (l) To determine the work to be performed during the employees' regular work day and require that all work be performed in a satisfactory and professional manner; and
- (m) To assign overtime work in accordance with the provisions of this Agreement.

2.4 The City reserves and retains in full and completely any and all management rights, prerogatives and privileges except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement or the law, and has no obligation to bargain over the decision to exercise such rights, prerogatives and privileges, or the effect of such decisions.

2.5 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.6 The City, subject to State law, has the sole authority to determine its purpose and mission and the amount and allocation of the budget.

2.7 If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other weather conditions, or similar catastrophes the provisions of this

Agreement may be suspended during the time of the declared emergency except for the economic provisions.

- 2.8 However, the exercise of the above rights shall not preclude employees or their representative from raising grievances or seeking other relief, should decisions on the above matters have the consequence of violating the terms and conditions of this Agreement or the law. The City of Port Orange acknowledges that the language in this agreement is not a waiver of any of the Association's rights under federal and Florida statutes nor is it a waiver of any employee or group of employees' rights under federal or Florida statutes.

ARTICLE 3

EMPLOYEE RIGHTS

- 3.1 The parties hereto agree not to interfere with the right of any employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.
- 3.2 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration, as defined in that Section available under this Agreement, without representation by the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his immediate supervisor or other Departmental Official without the intervention of the Association, provided that the immediate supervisor or other Departmental Official agreed to discuss and/or attempt to resolve the matter.
- 3.3 In matters involving a formal grievance filed pursuant to the grievance Article of this Agreement, the Association shall be given the right to be present at any meeting called for the resolution of such grievance.
- 3.4 The employees and the Association expressly reserve all rights, powers, and authority customarily exercised by an employee organization or employees in a collective bargaining unit, including all inherent and common law rights and functions. Nothing in this Agreement shall be construed to be a waiver of any of these rights of the Association or the employees.

ARTICLE 4

STRIKES AND LOCKOUTS

- 4.1 The Association and bargaining unit members shall have no right to instigate, promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Each employee who holds a position in the Association occupies also a position of special trust and responsibility in maintaining and bringing about compliance with this Article, the strike prohibition of Section 447.505, Florida Statutes, and the Constitution of the State of Florida, Article 1, Section 6.
- 4.2 The Association, its officers, agents, stewards and other representatives agree that it is their continuing obligation and responsibility to promote compliance with this Article and the law, including their responsibility to abide by the provision of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the law by other employees, and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.
- 4.3 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City.
- 4.4 The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.
- 4.5 For the purpose of this Article, it is agreed that the Association shall be responsible and liable for any action committed by any of its officers, agents, and/or representatives, which act constitutes a violation of State law, City ordinance or policy, or the provisions herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right, without further notice, to suspend this Collective Bargaining Agreement and withdraw recognition from the Association.
- 4.6 The City agrees that there will be no lockouts for the duration of the Agreement.

ARTICLE 5

DUES DEDUCTION

- 5.1 Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay each pay period the amount owed to the Association by each employee for dues. No authorization shall be allowed for payment of any collections of fines, penalties or special assessments. The City shall remit monies collected to the Treasurer of the Association monthly. The City remittance will be deemed correct if the Association does not give written notice to the City within thirty (30) calendar days of a remittance, of its belief with reasons stated therefore that the remittance is incorrect. It shall be the responsibility of the Association to notify the City Manager or his designee in writing of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. The City shall provide for 52 weekly deductions or 26 biweekly deductions, to occur each pay day. The City shall include the name of the employee, the amount deducted and for what period the deduction is for on each remittance report.
- 5.2 The Association shall indemnify the City and hold the City harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City for complying with any of the provisions of this Article. If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Association and not the City.
- 5.3 An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) days written notice to the City and the Association. Upon receipt of such notification, the City shall terminate dues on the pay date immediately following the expiration of the thirty (30) day notice period.
- 5.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net* earnings for that payroll period are less than the amount of dues to be checked off. "Net earnings" shall mean net after required deduction of federal taxes, social security, pensions, credit union, and health and life insurance.
- 5.5 In the event the Association notifies the City of a change in dues by certified mail from the Association President or designee, or delivers additional dues authorization to the City Human Resources Director, it is agreed and understood that the City shall have thirty (30) days from the date of delivery in which to commence the dues deduction procedure.

ARTICLE 6

PERSONNEL RECORDS

- 6.1 Each employee covered by this Agreement shall have the right to inspect his official personnel file provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make duplicate copies, at his own expense, of any item contained in his official personnel file. The official personnel file is maintained in the City's Human Resources Office.
- 6.2 Employees shall have the right to file a written response to any letter of reprimand or other document which is placed in the employee's official personnel file, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.

ARTICLE 7

PROBATIONARY EMPLOYEES

- 7.1 If a Lieutenant is hired from outside the Department, he or she shall be classified as probationary employees for the first three hundred and sixty five (365) calendar days of continuous, uninterrupted employment during which time such employees may be laid-off, disciplined, or discharged with or without cause and without recourse to the grievance and arbitration procedures of this Agreement. Shorter periods of employment shall not be cumulative but during such period, such new members shall be subject to other terms and conditions of this Agreement, except as limited in this Agreement. Provisions as to seniority shall not apply to probationary employees; rather, seniority shall date back to the initial or adjusted date of employment after an employee successfully completes his probationary period. If more than one employee is hired on the same day or has the same adjusted date of employment, seniority shall be determined by the last four (4) digits of their social security numbers, the employee with the lowest number being considered the employee with the most seniority, subject to the provisions of Article 8.
- 7.2 All probationary employees as defined in Section 7.1 of this Article shall be entitled to the leave and holiday provisions of this Agreement.
- 7.3 The employee's starting date of employment for purposes of calculating his probationary status, longevity pay and seniority shall be adjusted if the employee takes leave without pay. For example, should an employee take five (5) days of leave without pay, the employee's starting date of employment will be adjusted by moving the employee's original date up five (5) days. Should the employee be in his probationary period at the time he takes leave without pay, the employee's probationary period shall be extended in proportion to the days he was on such leave.
- 7.4 The City shall have the unilateral management right to extend the probationary periods set forth in Section 7.1 for up to 180 days in lieu of discharging the employee. The decision to extend the probationary period shall not be subject to the grievance and/or arbitration procedures of this Agreement.

ARTICLE 8

SENIORITY

- 8.1 For the purpose of this Agreement, employees shall have three (3) types of seniority: Department Seniority, Time in Grade Seniority and City Seniority. Department Seniority is defined as the length of continuous, uninterrupted service in the Port Orange Police Department. Time in Grade Seniority is defined as the length of continuous, uninterrupted service as a Lieutenant in the Port Orange Police Department. City Seniority is defined as the length of continuous, uninterrupted service with the City, measured from the employee's initial or adjusted date of employment.
- 8.2 Continuous service shall be considered as having been interrupted when the employee:
- (a) Resigns;
 - (b) Is discharged;
 - (c) Takes unauthorized leave of absence leave; or
 - (d) Is absent due to a lay-off for more than twelve (12) months.
- 8.3 In the event of a lay-off or elimination of a rank/position within the Department the following factors as listed below, shall be considered by the City; however, only where "a" and "b" are relatively equal shall "c" be the determining factor:
- (a) Time in Grade Seniority as defined in Section 8.1;
 - (b) Department Seniority as defined in Section 8.1;
 - (c) Ability to perform work in a satisfactory manner and prior conduct.
- 8.4 For the purpose of filling any employment opening in the City, the City shall give preference to previously laid off employees over new hires provided that the laid off employee meets the minimum qualifications for the position; provided that there are no other eligible laid-off employees from the Department with an opening; and provided they are otherwise eligible to be rehired by the City.
- 8.5 Under no circumstances shall any employee be entitled to accrual of seniority or any other employee benefit during the period of his lay-off.
- Should an employee be hired after having been on lay-off, the employee will retain his seniority.
- 8.6 For purposes of a recall, employees shall be returned to their former position in the inverse order of lay-off. No laid-off employee shall retain recall rights beyond one (1) year from date of lay-off.

- 8.7 In the event of a Reduction in Force or lay-off at the Lieutenant rank, Lieutenants will roll down to their previous rank of Sergeant. In the event of a reduction in rank from Lieutenant to Sergeant those personnel affected by such moves shall be given first consideration and preference if/when those positions reopen.

ARTICLE 9

BILL OF RIGHTS

- 9.1 The Parties agree to abide by the Law Enforcement Officer's and Correctional Officer's Bill of Rights, Section 112.532, Florida Statutes, as amended from time to time, which is incorporated herein by reference.
- 9.2 The findings of internal affairs investigations shall be labeled "sustained" (guilty as charged), the investigation disclosed sufficient evidence to clearly provide the allegations made in the complaint; or "not sustained" (not guilty), the investigation fails to discover sufficient evidence to clearly prove or disprove the allegations made in the complaint; "exonerated", acts did occur, but were justified, lawful, and proper or "unfounded", the investigation indicates that the act(s) complained of did not occur or failed to involve police personnel;. No other terminology may be used.
- 9.3 Only complaints or incidents from citizens resulting in formal disciplinary action (formal reprimand, suspension, suspension, demotion, termination or other adverse action defined by policy), will be inserted in an officer's personnel record located in the Human Resources office.
- 9.4 Reserved
- 9.5 The charge "conduct unbecoming an officer" and all similarly vague charges will not be employed by the City.

ARTICLE 10

BULLETIN BOARD

10.1 The City shall provide the Association with a Bulletin Board located in the Patrol Division side of the building.

10.2 The Association agrees that it shall use space on the Bulletin Board provided for in Section 10.1, for the posting of the following:

Notices of Association Meetings
Association Elections of Officers (not including representation elections)
Reports of Association Committees
Rulings and Policies of the Association
Recreational & Social Affairs of the Association
Notices of Meetings by Public Bodies
Notices of Ratification Meetings
Contract Administration

In no event shall the Bulletin Board be used to post political materials or controversial materials which adversely reflect upon the City of Port Orange, its independent agencies, its employees, elected officials, or any labor organization among its employees.

10.3 Failure of the Association to follow the procedures for the posting of materials and notices on the Bulletin Board shall result in the materials or notices being removed from the Bulletin Board by the City and in suspension of all Bulletin Board privileges.

ARTICLE 11

TRAINING AND TUITION REIMBURSEMENT

- 11.1 The City will make every reasonable effort to enable the employee to attend required in service training during the employee's normal working hours. When necessary to attend in-service training with schedules different from the normal work schedule, a Lieutenant's work schedule can be adjusted with forty-eight (48) hours notice to the Lieutenant.
- 11.2 Where the City requires any employee to attend supervisory training and/or training in specialized police techniques and/or any other job-related training, the City will make every reasonable effort to schedule the employee attending such training during his normal working hours. When necessary to attend training classes with schedules different from the normal work schedule, a Lieutenant's work schedule can be adjusted.
- 11.3 This Article shall not in any manner apply to any training required by the Florida Police Standards Board to re-obtain Police Lieutenant certifications for purposes of employment with reinstatement to the Department in the event that such certification shall have lapsed, expired, and/or terminated.
- 11.4 Subject to budgetary constraints and the availability of funds, the City agrees to reimburse the employee for tuition (excluding fees categorized as "other fees") up to two (2) approved classes per semester (fall, summer, spring). The employee will be reimbursed at the Daytona State College (DSC) rate. The City will reimburse the employee for tuition (excluding fees categorized as "other fees") for graduate course work at the rate of one half (1/2) the cost of tuition for graduate course work at the University of Central Florida (UCF) rate, regardless of where the courses are taken. Courses will be paid on a reimbursement basis with proof of payment and grade. The City will require each employee to remain in the service of the City for one (1) year after completion or termination of the most recent class paid for by the City or the employee will be required to reimburse the City for the costs of tuition unless the employee is terminated by the City. The obligation will begin on the day after the school semester is completed. The decision for approval or disapproval of courses is not subject to the grievance and arbitration provisions of this Agreement. The employee shall not be reimbursed by the City if the course is not passed with a grade of "C" or better or a passing grade on a pass/fail system or if grades are not received within three (3) months after the completion of the course.
- 11.5 The City of Port Orange will also provide reimbursement for internet and correspondence courses to the employee at the same reimbursement rates as stated in section 11.4 above. Employees who wish to complete internet-based courses, which are job related, but do not relate to a college degree, will be monitored by Department Directors who may approve and pay for the courses. Employees shall not be allowed to work on internet-based

college courses during normal work hours. If an employee wants to complete college courses using the internet, he or she may do so after normal working hours using City computers.

- 11.6 Employees must have completed twelve (12) months of service with the City to be eligible for taking courses as allowed under this article.
- 11.7 It is clearly understood that all tuition reimbursement is subject to budget constraints and availability of funds as defined in the line item 001-1000-519.40-10. The funds assigned to this line item are for use City Wide and approval of funds will be based on a first come, first serve basis upon applying for reimbursement prior to the course beginning. All documentation must be complete when turned into the Human Resources department in order to be considered for tuition reimbursement. Notwithstanding the aforesaid, the Department Head may within his discretion, allocate from the various Police Department's operational funds to provide tuition reimbursement for employees.

ARTICLE 12

DISCIPLINARY ACTION

- 12.1 In the event an employee is discharged, suspended or demoted, the City agrees that he shall be provided with written notification of the action. The City agrees that no employee shall be disciplined except upon sustained findings.
- 12.2 Except in extraordinary circumstances, before the employee is discharged or suspended without pay for disciplinary reasons the notification described in Section 12.1 will be provided to the employee in advance of the action so as to give the affected employee an opportunity to present his position pursuant to Civil Service Rules.
- 12.3 In the event an employee becomes the subject of a formal Departmental or City investigation arising from a complaint or allegation, the Department or the City, whichever is appropriate, shall notify the employee of the disposition of the complaint upon the conclusion of the formal investigation. Disciplinary actions except oral reprimands are subject to the grievance procedure, Article 14 or Florida Statutes Section 112.532, whichever is applicable.
- 12.4 Disciplinary action, except termination or emergency suspension as detailed in Department Directive section 26.4, shall not become effective until such time that an employee has exhausted the grievance process through Step 4, or until such time that the time period for initiating Step 1 of the grievance process has expired.

ARTICLE 13

LEAVE OF ABSENCE

- 13.1 **Family Medical Leave Act (FMLA):** The City of Port Orange will grant leave to eligible employees, in accordance with the Family and Medical Leave Act of 1993, as amended from time to time (FMLA), and in accordance with the City General Administrative Policy 1-22.
- 13.2 Holidays, sick leave, annual leave, and any other benefits based on time spent in the employ of the City shall not accrue (or be credited) during a leave of absence without pay, provided however, that if permitted by the Retirement Plan, the employee may maintain his retirement credit by paying both his and the City's share of the Retirement Plan premiums. The employee shall be responsible for their portion of insurance premiums for single and dependent coverage during unpaid leave of absence.
- 13.3 Longevity increases, performance increases, and any other increases for which an employee may become eligible based in whole or in part on length of service with the City shall not be credited during any period of unpaid FMLA leave of absence.

ARTICLE 14

GRIEVANCE PROCEDURE

- 14.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving employee discipline or the application, violation, or interpretation of this Agreement.
- 14.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his grievance shall be considered conclusively abandoned.
- 14.3 All grievances shall begin at Step 1, except the following grievances shall begin at Step 3:
- (1) A grievance that is general in nature, in that it applies to a number of employees, rather than a single employee, or
 - (2) A grievance that is directly between the Police Benevolent Association and the City, or
 - (3) A grievance involving any formal disciplinary action (written, reprimand, suspension, demotion, termination).
- The above referenced grievances shall be reduced to writing, as outlined in 14.4, Step 1, and filed within ten (10) work days of the occurrence of the event(s) or notification of discipline.
- 14.4 Grievances shall be presented in the following manner:
- Step 1. The employee, employee representative, or the Association shall first present his/her grievance in writing to the employee's Captain within ten (10) work days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ten (10) work days period shall commence running immediately upon the employee's return from such compensated leave. The Captain shall answer the grievance in writing within (10) work days of the presentation of the grievance. The answer shall be given to the employee, with a copy to the Association. All grievances must be reduced

to writing and submitted on the then- current grievance form, which contains the following information:

- (a) The specific article and section of the Agreement alleged to have been violated by the City;
- (b) A full statement of the grievance, giving a complete description of the facts, dates, and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;
- (c) Signature of grievant or signature of the association representative and the date signed. In case of a group of employees filing a single grievance, all grieving parties will be identified, and the association representative shall sign and date on behalf of the unit.
- (d) Designation of the association representative (must be an elected officer, representative, or steward) if the grievant requests association representation.

Unless the grievance is presented in the manner set forth in this Section, it shall be deemed not to exist.

Step 2. Any grievance which cannot be satisfactorily settled with the Division Captain shall next be presented to the Department Head or their designee. The grievance as specified in writing in Step 1 shall be submitted within ten (10) work days after the receipt of the answer. The Department Head or Designee may meet with the employee and his/her representative within ten (10) work days after receipt of the grievance (or such longer period of time as is mutually agreed upon). The Department Head or Designee shall render their decision in writing and send it to the employee, with a copy to the Association, within ten (10) work days after the grievance meeting or receipt of grievance, if no meeting is held.

Step 3. Any grievance which is not resolved at Step 2, shall next be presented to the City Manager within ten (10) work days after the receipt of the Step 2 answer. The City Manager shall meet with the employee and/or his/her representative within ten (10) work days after receiving the grievance. The City Manager shall render his/her decision in writing within ten (10) work days after the grievance meeting and send it to the employee, with a copy to the Association.

Step 4 - Arbitration. In the event a grievance processed through the grievance procedure has not been resolved in Step 4 the Association shall

request, in writing, that the grievance be submitted to arbitration within ten (10) work days after the City Manager renders a written decision on the grievance.

The Arbitrator may be any impartial person mutually agreed upon by and between the parties. If an impartial Arbitrator cannot be agreed upon within ten (10) work days after the date the grievance has been submitted for Arbitration, the Association shall request the Federal Mediation and Conciliation Services to furnish a panel of seven (7) Arbitrators within twenty (20) work days after the grievance is submitted to arbitration. Within ten (10) work days of receipt of the panel, each party shall have the option to alternatively strike three (3) names from the list in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial Arbitrator.

The City and the party requesting arbitration shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and thereafter, the Arbitrator shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The Arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of the signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association.

Each party shall bear the expense of its own witnesses and of its own representatives for purpose of the arbitration hearing. The impartial Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any, shall be paid by the party declared by the Arbitrator to be the loser of the decision. The Arbitrator shall have the obligation in resolving the case before him/her to declare which party has lost the decision. If the Arbitrator fails to specify the losing party, the Arbitrator's fees and related expenses and expenses in retaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

The Arbitrator's award shall be final and binding on the parties.

- 14.5 Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447 Florida Statutes unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of the Agreement. Accordingly, and notwithstanding any other provision of the Agreement, the Arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City council for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.
- 14.6 It is the mutual desire of the City and the Union that grievances shall be adjusted as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. Failure of the grievant to observe the time limits for any steps in this Article without a mutually agreed written extension of time shall terminate the grievance. The term "work days" as used in this article includes Monday through Friday of each work week regardless of the grievant's work schedule. Saturdays, Sundays, and holidays as set forth in this Agreement shall not be considered "work days" even if work is assigned on these days. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance is received, shall not be counted.

ARTICLE 15

HOLIDAYS

- 15.1 It is recognized that the unit will recognize eight (8) official holidays. The City will recognize the following as paid holidays for employees in this unit:

Thanksgiving Day
Friday after Thanksgiving
Christmas Day
New Year's Day
Martin Luther King Jr. Day
Memorial Day
Fourth of July
Labor Day

In addition to the paid holidays above, employees shall be granted additional leave as follows:

Annual leave, in an amount of hours equal to the number of hours in the employee's regular work shift, shall be added to the employee's annual leave accruals for each of the following days, Floating Holiday, Veteran's Day and Good Friday, on the first pay period after the first of January for the employee to use as he or she wishes. These hours are to be scheduled in the same fashion as annual leave.

Employee Birthday: Annual leave, in an amount of hours equal to the number of hours in the employee's regular work shift, shall be added to the employee's annual leave accruals on the first pay period after the first of October for the employee to use as he or she wishes for his or her birthday. These hours are to be scheduled in the same fashion as annual leave.

In order to qualify for the four (4) annual leave accruals for the Floating Holiday, Birthday Holiday, Martin Luther King Birthday, and Good Friday, an employee must have been employed for the entire 12 consecutive previous months.

- 15.2 The actual day of the holiday will be the observed day for all members of the bargaining unit.
- 15.3 An employee who is eligible and is not scheduled to work on a holiday will

be permitted to take time off equal to the number of hours in his/her regular work shift paid at his/her regular rate of pay during the same fourteen (14) day pay period that includes the holiday.

- 15.4 An employee who is required to start his/her work shift on a holiday shall receive payment at his/her regular rate of pay for all hours that he/she works on that shift. In addition, during the same fourteen (14) day pay period that includes the holiday the employee worked, the employee will be permitted to take time off equal to the number of hours in his/her regular work shift paid at his/her regular rate of pay.

ARTICLE 16

ANNUAL LEAVE

- 16.1 Annual leave is provided for the purpose of allowing employees time off from their work for vacation or for necessary time to attend to personal business. No employee shall be permitted to use annual leave for any period spent on unauthorized leave or participating in an unlawful work stoppage.
- 16.2 In computing annual leave time, holidays, or regular days off immediately preceding the commencement of, falling within, or following the termination of an employee's annual leave, shall be excluded from the computation of the employee's annual leave time.
- 16.3 The following sections 16.3, A – G apply to current employees hired before January 24, 2011.
- A. General Terms of Accrual - Annual leave shall be accrued from the most recent day of employment under the conditions hereinafter stated, but no annual leave shall be granted until an employee has completed three (3) months of continuous service. An employee who is paid for less than twenty (20) hours of work in a week shall accrue no annual leave credit for such week of service. Provided, however, that the limit of twenty (20) hours shall not apply to an employee on annual leave, sick leave, or other authorized leave with pay who would otherwise have worked at least twenty (20) hours.
- B. Accrual for Current Full-Time Employees Hired Prior to January 24, 2011- 40 Hours - Full time employees working a forty (40) hour week shall accrue annual leave at an equally prorated amount per pay period as follows. In the event that an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately.

Length of Continuous Service	Hours Accrued Each Year
Less than 5 years	96
5 through 7 years	112
8 through 10 years	128
11 through 15 years	144
16 through 19 years	160
More than 20 years	176

- C. Accrual for Current Full-Time Employees Hired Prior to January 24, 2011 Working Extended Shifts - 84 Hours Bi-weekly - Full time employees working extended shifts (Eighty four [84] hours biweekly) shall accrue annual leave at an equally prorated amount per pay period as follows. In the event that an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately:

Length of Continuous Service	Hours Accrued Each Year
Less than 5 years	100
5 through 7 years	118
8 through 10 years	134
11 through 15 years	151
16 through 19 years	168
More than 20 years	185

- D. Accrual for Current Part-Time Employees Hired Prior to January 24, 2011- Designated part-time employees who work at least twenty (20) hours, but less than forty (40) hours, or more per week shall receive annual leave credit at one-half (1/2) the rate of permanent full-time employees. Such employees may not use vacation credit until after three (3) months have passed from their date of continuous employment. Temporary, seasonal, or part-time employees working less than twenty (20) hours per week shall not accrue annual leave.
- E. Probationary Period - Should a new employee, as defined in Article 7.1, fail to successfully complete his probationary period or should such employee be discharged the employee shall forfeit all accrued annual leave.
- F. Maximum Accrual - Annual leave normally is to be taken in the anniversary year in which it is accrued. Unused annual leave may be accumulated to a maximum of three hundred twenty (320) hours. Leave balances as of September 1st in excess of 320 hours shall be sold back to the City, or at the employee's option, deferred into the employee's ICMA-RC 457 Plan account, at a rate of one hour of leave for one hour of pay at the employee's regular rate of hourly pay in effect on September 15 of each year. This payment will be made by the last pay check in September of each year.
- G. Employees will be permitted to use annual leave in units of not less than one-half (1/2) hour subject to approval of their supervisor. In case of conflict, annual leave shall be granted on the basis of seniority.

- 16.4 The following sections (16.4 A-G) apply to employees hired after January 24, 2011.
- A. Accrual for full time employees working a forty (40) hour week hired on or after January 24, 2011 shall accrue no more than ninety six (96) hours of Annual Leave each year.
 - B. Accrual for full time employees working extended shifts – 84 hours bi-weekly hired on or after January 24, 2011 shall accrue no more than one hundred (100) hours of Annual Leave each year.
 - C. Reserved.
 - D. Reserved.
 - E. Reserved.
 - F. Unused annual leave may be accumulated to a maximum accrual of three hundred and twenty (320) hours. Leave in excess of three hundred twenty (320) hours effective the lady full pay period in September of each successive fiscal year shall be forfeited.
 - G. Employees will be permitted to use annual leave in units of not less than one-half (1/2) hour_subject to approval of their supervisor. In case of conflict, annual leave shall be granted on the basis of seniority.
- 16.5 Termination, Resignation, Retirement or Death - An employee who is terminated for cause or who resigns without a two (2) week notice shall not be eligible for compensation for all accumulated unused annual leave. An employee who resigns with a two (2) week notice or retires under the provisions of the City's pension plan (or in event of death, his/her heirs) shall be compensated for all accumulated unused annual leave up to the maximum of three hundred twenty (320) hours. Pay for such accumulated leave shall be based on the regular hourly rate of pay of the employee at the time of termination. The employee may also have the option of deferring his or her accumulated unused leave into an ICMA-RC 457 Plan account, up to the maximum provided by law. In case of death, compensation shall be paid to the surviving spouse or the employee's estate.
- 16.6 Employees taking annual leave shall have their accounts charged for the actual number of scheduled hours absent because of leave.
- 16.7 Additional Annual Leave- Employees shall accrue three (3) hours of additional annual leave to be credited on even numbered pay periods under

a biweekly payroll system to the employee's annual leave.

ARTICLE 17

HOURS OF WORK

- 17.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.
- 17.2 The Department Head, with the approval of the City Manager, may establish the basic work schedules and hours of work best suited to meet the needs of the Department to provide proper services to the community and their customers.
- 17.3 In the event that an emergency status is declared by the City of Port Orange, which necessitates any employee working more than their regularly scheduled hours, each employee shall, in addition to their regular pay, be paid compensation for each additional hour worked in excess of their regularly scheduled hours, in accordance with Policy 1-37, Overtime Payment During a Declared Emergency Operation. Additionally, in the event that Mutual Aid is awarded to another jurisdiction that has declared a state of emergency, the City Manager under his/her sole discretion may elect to operate under Policy 1-37.

ARTICLE 18

PRIVATE AUTOMOBILE USAGE

- 18.1 Any employee authorized to use his private automobile in the performance of his official City duties will be compensated at the approved City rate corresponding to the most current “standard mileage rate” as set by the I.R.S. for business miles driven. Such mileage shall be computed based on the distance between the employee’s regular duty station and the place of assignment or the employee’s residence and the place of assignment, whichever is shorter.
- 18.2 A written claim for compensation under this Article must be submitted to the Department Head by the employee within five (5) scheduled working days following the last day that the private automobile was used. Failure to follow this procedure will result in the claims being denied.

ARTICLE 19

SICK LEAVE

- 19.1 Sick leave benefits shall not be considered as a right to be used at an employee's discretion. Sick leave is an allowance granted by the City to provide employees with reasonable time off during periods of personal or family illness or injury and to attend medical appointments without loss of pay. This includes time off to recover from off-duty illness or injury that prevents an employee from being able to adequately perform their required job duties and functions. All employees desiring to utilize sick leave are required to notify their supervisor as early as possible, and at least one (1) hour in advance of their scheduled reporting time each day of their intended absence due to illness, injury or medical appointment. Extenuating circumstances to the above shall be given due consideration. Such notice shall be given each day of the absence and the employee shall notify the supervisor as soon as possible of the employee's intention to return to work. Abuse of sick leave privileges shall be considered cause for disciplinary action or dismissal. The City may require a physician's certificate to authenticate an absence or to determine qualifications to resume work.
- 19.2 General Terms of Accrual - Sick leave shall be accrued from the most recent day of continuous employment under the conditions hereinafter stated. An employee who is paid for less than twenty (20) hours of work in a week shall accrue no sick leave credit for such week of service. Provided, however, that the limit of twenty (20) hours shall not apply to an employee on annual leave, sick leave, or other authorized leave with pay who would otherwise have worked at least twenty (20) hours. No employee shall be permitted to use sick leave for any period spent on unauthorized leave or participating in an unlawful work stoppage.
- A. Accrual for Full-Time Employees - Each full-time employee shall accrue sick leave at an equally prorated amount per pay period, to yield one hundred and eight tenths (100.8) hours per calendar year. In the event that an employee has worked less than a full year, the total number of accrued hours of annual leave will be reduced proportionately.
- B. Accumulation and Pay-Off of Sick Leave - Subject to the provisions of this Agreement employees may accumulate sick leave from year to year for use in future years as needed. Employees may exchange sick leave for pay, or at their option, deferral into an ICMA-RC 457 Plan account up to the maximum amount provided by law, as provided herein. The maximum unused sick leave that may be exchanged for pay or deferral in any one year is one hundred ninety-

two (192) hours, provided each member maintains a balance of at least forty (40) hours of accumulated sick leave after the sick leave requested for pay or deferral is deducted from their accumulation, provided the requirements of Section 19.3 are met.

19.3 Accumulation of Sick Leave and Sick Leave Sell Back/Deferral

Subject to the provisions of this Agreement employees may accumulate sick leave from fiscal year to fiscal year for use in future years as needed. All accrued sick leave balances as of September 1st each fiscal year which are in excess of seven hundred fifty (750) hours shall be paid off by the City at the employee's regular hourly rate for each hour of sick leave. At the employee's option, the employee may defer this payment into an ICMA-RC 457 Plan account up to the maximum amount provided by law. An employee that is promoted from a position covered by the PBA Rank and File Collective Bargaining Agreement to a position covered under the PBA Lt. CBA shall be eligible to carry forward each fiscal year a sick leave balance equal to their total sick leave accruals as of the date of promotion, up to the maximum allowed under the Bargaining Agreement in effect at the time of the promotion, unless a new cap is expressly negotiated by the unit and the City.

Sick Leave Exchange for Pay or Deferral

- a. For employees who have a minimum of ten (10) years of seniority with the City as of September 30 of the year in which the employees seek to exchange sick leave for pay or deferral the following procedures shall apply to sick leave exchanges for pay:

All members must maintain a minimum balance of forty (40) hours of sick leave. Employees may exchange a maximum of one hundred ninety-two (192) hours of unused sick leave for pay or deferral into the employee's ICMA-RC 457 Plan account each year. Each employee shall receive one hour of pay or deferral at his/her regular hourly rate as of September 15 of the year that the exchange is being made for each hour of unused sick leave being cashed in or deferred.

- b. For employees who have less than ten (10) years of seniority with the City as of September 30 of the year in which the employees seek to exchange sick leave for pay, the following procedures shall apply to sick leave exchange:

All members must maintain a minimum balance of forty (40) hours of sick leave. Employees may exchange a maximum of one hundred ninety-two hours of unused sick leave for pay or deferral into the

employee's ICMA-RC 457 Plan account each year. Employees who have accumulated more than forty (40) hours of sick leave but less than one hundred (100) hours which they wish to exchange may exchange that leave for pay or deferral at the rate of three (3) hours of sick leave for one (1) hour of pay or deferral.

Employees who accumulate more than one hundred (100) hours of sick leave which they wish to exchange may exchange that leave for pay or deferral at a rate of two (2) hours of sick leave for one (1) hour of pay or deferral. At all times a minimum of forty (40) hours of sick leave must be maintained in order for the employee to exchange sick leave for pay or deferral.

- 19.4 Subject to the provisions of this Agreement, an employee may cash in, or at his/her option, defer into an ICMA-RC 457 Plan account, at his/her regular rate of pay effective on September 15, his/her accumulated sick leave hours by obtaining the appropriate form and submitting it upon completion to the Human Resources Department no later than September 1 of such fiscal year, subject to the restrictions indicated in Section 19.2.B. Failure to submit this form will result in an employee's accrued sick leave being "banked" for future use or pay-off as provided herein. Any sick leave taken after the filing of such form shall first be deducted from accrued sick leave "in the bank" and, secondly, from those days for which payment is sought but not yet paid.
- 19.5 All payments or deferrals for unused sick leave made under this Article shall be paid by check issued by the City on or about the last pay check received in September.
- 19.6 Participants utilizing sick leave shall be paid and their account charged for the actual number of scheduled hours absent.
- 19.7 Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one-half (1/2) hour.
- Employees shall not be allowed to utilize sick leave in lieu of annual leave.
- 19.8 Retirement, Resignation or Death - An employee who resigns with two (2) weeks prior notice and has a minimum of ten (10) years of service with the City, or retires under the provisions of the City's pension plan (or in the event of death, his or her heirs) shall be entitled to a lump sum payment for all unused sick leave accrued at a rate of one hour of pay for one hour of leave. The employee may also have the option of deferring his or her payment of unused leave into an ICMA-RC 457 Plan account, up to the maximum amount provided by law.

19.9 An employee who is fired, dismissed or who quits and/or separates from the City for any reason other than detailed in section 19.8 shall forfeit accrued sick leave.

19.10 Employees may sell a maximum of five (5) hours of sick time to donate to families of Officers in need within the central Florida area. This subsection shall be exempt from the minimum forty (40) hour bank rule.

19.11 SICK LEAVE BANK

Both parties agree to consider the establishment and maintenance of a voluntary Sick Leave Bank.

An employee's participation in the Sick Leave Bank is voluntary.

ARTICLE 20

ASSOCIATION REPRESENTATIVES AND ACTIVITIES

- 20.1 The Association shall notify the City Human Resources Director in writing of the name of the individual who will be the official representative of the Association. It shall be the responsibility of the Association to immediately notify the City's Human Resources Director and the Department Head in writing of any change in the official representative of the Association.
- 20.2 Any employee or Association shall not engage in Association business of any kind, including solicitation of membership during working hours. An Employee Representative of the Association, designated in writing by the Association, shall be permitted reasonable access to all Department locations at reasonable times during a working day for investigating grievances provided the City is first notified of the investigation, and provided further that such absence would not unduly hamper the operation where the Lieutenant is assigned. The Association designee may attend departmental Labor Management meetings.
- 20.3 Bargaining unit employees will be permitted to attend local and state seminar functions of the Association on their own time and at their own expense for a maximum of two (2) days per year as long as attendance does not hamper the operation where the Lieutenants are assigned.
- 20.4 One (1) member of the Association negotiating committee (an employee of the City) shall be permitted to attend all negotiating sessions without loss of pay, as well as the City Council meeting where final action is scheduled to be taken on approval (or rejection) of this Collective Bargaining Agreement and its successor without loss of pay. Members of the designated negotiating team shall be allowed to negotiate a successor agreement to this Agreement on their own time, at no expense to the City.

ARTICLE 21

INSURANCE

- 21.1 The City will enable the employees to insure themselves under a group life insurance plan with the amount available being one times base annual salary rounded to the next higher thousand. The employer will pay the premium.
- 21.2 The City agrees to maintain a health insurance program for the employees, with the City paying the lowest “employee only” rate among all health insurance plans with a co-pay offered. Dependent coverage will be at the employee’s expense. The employee electing coverage with a carrier which has a higher rate shall pay the difference in any premium charged by that carrier. Dependent coverage will also be at the employee’s expense.
- 21.3 The City will continue to provide the Department with the personal injury liability and false arrest program provided either by a commercial insurance company or through self-insurance.

ARTICLE 22

UNIFORMS AND EQUIPMENT

- 22.1 The City will provide to all Officers the following equipment and clothing and other items as necessary:
- 4 Trousers
 - 2 Long sleeve shirts
 - 3 Short sleeve shirts
 - 1 Winter jacket
 - 2 Badges
 - 1 Identification card and carrier
 - Portable radio holder swivel
 - 1 Rechargeable flashlight
 - 1 Pair non-prescription sunglasses for employees in the Traffic Division
 - 1 Bullet proof vest to be worn in accordance with Department policy
 - 1 pair Handcuffs
 - 4 Summer shirts
 - 1 Pair of duty boots, as needed. Not to exceed two (2) pair per year
 - 1 Pair of dress shoes for Class A uniform wear
- 22.2 The City agrees to furnish all sworn Officers, at City expense, those replacement uniform items that are worn, torn, or damaged through normal wear and tear, rather than through negligence or misconduct.
- 22.3 Any employee who shall receive any breakage or damage to his personal equipment in the line of duty shall have it replaced at no cost to the employee, to a maximum of one hundred (\$100.00) dollars per item. However, if the employee is not negligent, then, in the case of loss or damage to prescription eyeglasses they will be replaced or repaired, as the case may be, without regard to the one hundred (\$100.00) dollar limitation.
- 22.4 The City agrees to provide each uniformed and non-uniformed employee dry cleaning at City expense for all uniforms and clothing—used for employment.
- 22.5 The City agrees to arrange to have each police vehicle maintained by a mechanic on a regular basis. The employee will be responsible for regular vehicle inspections and reporting any concerns in accordance with Department Policy.
- 22.6 The City will provide each Officer with a two-way portable radio.
- 22.7 City-issued uniforms and other articles of clothing are provided for wear

while at work, and are not to be worn for non-duty purposes.

- 22.8 The City will issue uniforms in compliance with IRS regulations pertaining to work clothes and Uniform Allowances and Reimbursements.
- 22.9 The City and the Association agree that sworn Officers who are required to wear non-issue clothing in the course of their employment shall receive a clothing allotment. Sworn Officers who are required to wear non-issue clothing shall receive their first-year clothing allotment prorated monthly to the end of the calendar year, prior to the commencement of assignments that require them to wear such clothing. The clothing allotment will be \$750.00 pro-rata per year. This allowance shall be paid in one installment annually during the first pay period in January. Upon departure from assignment, employee will be responsible to re-pay the prorated share for the time not in the assignment for an amount that exceeds \$150.00. If an employee works any given day in a month, they will not be required to repay the prorated amount for that given month.

ARTICLE 23

BEREAVEMENT LEAVE

- 23.1 All employees may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the family. Such time off shall ordinarily not exceed four (4) calendar days (i.e., 48 hours for extended shift employees or four (4) work days for employees working a forty hour work week) per event, for a maximum 96 hours annually for extended shift employees, or eight (8) work days for employees working a forty hour work week, and shall not be charged as annual leave or sick leave. Requests for time off shall be submitted in writing to the employee's supervisor when possible. In extraordinary circumstances, where the employee has exhausted the maximum bereavement leave provided for in this part, the Department Head may, in his discretion, grant an employee additional leave time. The decision of the Department Head to grant or not grant the employee additional leave time beyond the maximum hours provided for in this part shall not be subject to grievance and arbitration proceedings.
- 23.2 Management may require the employee to verify the employee's relationship to the deceased and to provide proof of death.
- 23.3 In the event of the need for additional time for a death, an employee may use accrued sick or vacation leave.

ARTICLE 24

WAGES

- 24.1 Employees will receive no increase in pay other than what is provided for in this agreement. All future wage increases beyond the term of this agreement shall be subject to negotiation by the parties.
- A. Effective the first full paycheck received following the ratification of this agreement, any current Lieutenant will receive a three percent (3%) adjustment to their base pay for the fiscal year 2021.
- B. The Police Chief shall slot any employee that is promoted to the rank of Lieutenant within the current contract period to a rate that is appropriate in comparison to other Lieutenants, depending on years of service/ experience. However, in no event shall the increase be less than 5% above the top rate of a Sergeant pay grade.
- 24.2 Employees hired from outside of the organization will start at the minimum rate of pay established for the classification. If an applicant possesses exceptional qualifications, upon recommendation of the Chief and concurrence of the Human Resources Division, requests for a rate of pay higher than the minimum may be authorized. Requests for a starting rate up to ten (10) percent above the minimum rate will require prior approval of the Administrative Services Director and or the City Manager or the City Manager's designee. These requests must be in writing and fully justified by the Department Head and approved before the offer is made to the applicant. Requests for a starting pay more than ten (10) percent above entry level shall be fully justified and submitted in writing for review by the Administrative Services Director. The Administrative Services Director shall make a recommendation to the City Manager, in writing, for final determination. The City Manager's approval is required in writing before making the offer to the applicant.
- 24.3 The City performance evaluation system will be a satisfactory/unsatisfactory procedure. If the employee's performance for the previous year has been satisfactory, they will receive a rating of satisfactory. The employee will then undergo performance evaluations each year thereafter. Should the employee receive a rating of unsatisfactory, they will be placed under an intensive management program and re-evaluated in ninety (90) days. Failure to receive a "satisfactory" performance rating after the re-evaluation period will result in disciplinary action, up to and including termination. Any employee with an "unsatisfactory" rating on their last performance evaluation will not be eligible for a salary adjustment on the next October 1st, if one is granted by the City Council.

24.4 In addition to wages, incentive pay, if appropriate, shall be provided in accordance with pertinent Florida Statutes 943.22.

24.5 Specialty pay will be provided to all employees who are assigned by the Chief as regular members of a specialized or hazardous unit (division) or other groups which are herein specified as follows:

Speciality Assignment	Amount Of Pay (Per Pay Period)
Motorcycle Officer	\$ 60.00
Emergency Response Team	\$ 60.00
Traffice Homocide Investigator	\$ 60.00
Field Training Officer	\$ 60.00
Canine Officer	\$ 60.00
Drug Recognition Expert	\$ 60.00
Meth Team	\$ 60.00
Crime Suppression Team	\$ 60.00
Detective Assignment	\$ 90.00

ARTICLE 25

RETIREMENT PLAN

- 25.1 The parties hereto recognize that the employees in the Bargaining Unit are participants in a Retirement Plan of the City as provided for by Chapter 185, Florida Statutes. The Police Pension Fund Ordinance of the City is set forth in the Port Orange City Code. Pensions and other retirement benefits for Bargaining Unit employees not specifically set forth in this Labor Agreement are as set forth in the Police Pension Fund Ordinance.

The City of Port Orange agrees to maintain a retirement plan for Police Officers as required by City Ordinance.

The City agrees to maintain the benefits and member contributions set forth in the Police Pension Fund Ordinance, with the changes provided below affecting this bargaining unit.

There will be no change in the accrued benefits of Plan members.

Should an issue arise with the State Division of Retirement regarding any provisions in this Article; both parties agree to return to the table to negotiate the issues to resolve the issues in order to gain approval of Plan changes.

The parties agree to amend the Police Pension Fund Ordinance, effective the first of the month following the adoption of the Ordinance, using a tiered approach as follows:

- 25.2 Tier One – Current Employees:

- A. Leave the normal retirement age at the current 48 years of age with 10 years of credited service

The alternative retirement age of 20 years of credited service irrespective of age, is changed to age 45 with 25 years of credited service.

- B. Leave the early retirement age at the current 45 with 10 years of credited service. The early retirement benefit shall be the normal benefit level reduced by three (3) percent for each year by which the participant's age at retirement preceded the normal retirement age indicated under paragraph 25.2 A. above.

- C. Leave the definition of "average final compensation" of the current 3 best of the last 10 years of credited service.

- D. Exclude from the calculation of average final compensation for pension purposes: a.) all overtime compensation in excess of 300 hours per calendar year; b.) extra duty or special detail work performed on behalf of a second party employer; and c.) one half (1/2) of lump sum payments of sick leave and vacation leave accrued up to the effective date of this agreement; d.) all lump sum payments of sick leave and vacation leave accrued after the effective date of this agreement.
- E. To be eligible for the cost of living adjustment (COLA) a member must attain a minimum age of fifty nine (59) years.
- F. To be eligible for a COLA, a member must retire with 25 or more years of credited service.
- G. Add a maximum Retirement Benefit cap of \$95,000.00 that includes the COLA.
- H. To be eligible for the insurance supplemental retirement benefit a member must retire with 25 or more years of credited service.
- I. Prior Military service buy back will be at full actuarial value and cannot be used for vesting purposes.
- J. Prior Police service for which a member is not earning a Pension must be purchased at the full actuarial value and cannot be used for vesting purposes.
- K. Change the DROP plan to provide that, only those employees who have completed 25 years of service will be eligible to enter the DROP.
- L. Increase the member contribution from the current 0.5% of salary to 7.5% of salary in conjunction with an increase of in service disability from fifty percent (50%) to fifty one (51%).

25.3 Tier Two – Employees Hired After the Adoption of the Police Pension Ordinance revised on January 31, 2011:

Upon adoption of the Police Pension Ordinance, all police officers hired after the adoption of the Ordinance shall receive the Retirement benefits provided in Florida Statutes Chapter 185 at the Minimum Benefit Levels that were in place in 1999.

- A. Define “average final compensation” from the current 3 best of the last 10 years of credited service to one twelfth of the average of a Participants annual compensation for the five highest years of Service as of the date of benefit determination.

B. Member contribution of 8% of salary.

C. Provide an insurance supplemental retirement benefit as follows:

1. \$100 per month if the Participant has 10 complete years of service.
2. An additional \$10 per month for each complete year of service in excess of 10, to a maximum additional amount of \$100.

D. In no event shall a member receive less than 2% of average final compensation multiplied by the number of vesting credits.

E. Normal retirement age is 48 years of age with 10 years of credited service.

F. Early retirement age 45 years of age with 10 years of credited service. The early retirement benefit shall be the normal benefit level reduced by 3% percent for each year by which the participant's age at retirement preceded the normal retirement age indicated under paragraph 25.3 E. above.

Tier two employees shall not receive a Cost of Living Adjustment (COLA) and shall not receive a Deferred Retirement Option (DROP).

25.4 Mutual Consent Agreement:

In accordance with section 185.35(6), F.S., a defined contribution plan component ("share plan") shall be established as part of the defined benefit pension plan, to be funded exclusively with Ch. 185 premium tax revenues. However, the City and the Union have mutually agreed that no Ch. 185 premium tax revenues will be allocated to a share plan at this time. The share plan shall not be activated until Ch. 185 premium tax revenues are allocated to the share plan by mutual agreement of the parties. At such time as the City and Union agree to allocate Ch. 185 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

A. All annual premium tax revenues received pursuant to Ch. 185 will continue to offset the City's pension contributions.

B. All accumulated excess premium tax revenues as of 10/01/2016 will be used to offset the City's pension contributions.

ARTICLE 26

ALCOHOL AND DRUG TESTING

- 26.1
- A. The parties agree to work together to fully comply with the Criminal Justice Standards and Training Commission Rules (11B-27.0011 et seq., F.A.C.) concerning the use of any controlled substances by, and drug testing for, all applicants for certification, employment or appointment of bargaining unit positions.
 - B. In the event the Department Head or his designee has a reasonable suspicion to believe that an employee is under the influence of drugs or alcohol on duty or has used drugs off duty based on reasonable suspicion, the Chief may require that the employee submit to breathalyzer tests, blood tests, urinalysis, and/or other appropriate testing. Should the employee test positive to a drug test, the Chief will utilize a confirmatory process before instituting disciplinary action. Such test shall be conducted by a state certified lab or technician at the City's expense.
 - C. In the event the Chief request that an employee submit to breath, blood, urine and/or other tests and the employee chooses not to submit to such test or tests, such refusal shall be grounds for discipline. As used in this Article 26, a positive alcohol reading or a positive alcohol test shall mean a blood or breath alcohol reading of .02 or above.
 - D. If the employee submits to the tests and the results indicate statutory alcohol impairment or drug use other than as indicated in Section G, the employee shall be suspended without pay. Within forty (40) days, a suspended employee desiring reinstatement shall, upon written request, be given the opportunity to submit to further blood or urine drug/alcohol screening tests, at the employee's expense. If such tests indicate the absence of alcohol or substance abuse, the employee is reinstated. In the event forty (40) days have passed and the City has not received the written request signed by the employee, to take the alcohol or substance abuse test, or the employee has failed to take such tests at a time and location designated by the Chief, the employee shall be discharged. An employee shall also be discharged if tested under this section twice within a two (2) year period with both test results indicating alcohol or substance use.
 - E. An employee may be granted a one-time leave of absence without pay not to exceed sixty (60) days to undergo treatment for alcohol or substance abuse pursuant to an approved treatment program. No employee benefits shall accrue during this period. The request must be voluntarily made in writing prior to the institution of disciplinary

measures for alcohol or substance abuse.

- F. The Chief has the right to search lockers, vehicles, desks, handbags, lunchboxes, other containers, or other personal effects of employees at any time provided the Chief has reasonable suspicion to believe that an employee is under the influence of drugs or alcohol. If deemed necessary by the Chief, the employees themselves may be asked to submit to a search. At no time will any employee be searched by or in the presence of a member of the opposite sex. Upon either request being made, such search shall be witnessed by an independent witness of the employee's choice in the Department; provided this choice will not prevent, inhibit, or unreasonably delay the searching of the employee. An employee's refusal to cooperate with or submit to a search may be treated as insubordination that warrants immediate discipline.
- G. All employees who must use a prescription drug that causes adverse side effects (drowsiness or impaired reflexes or reaction time) shall inform the Supervisor that they are taking such medication on the advice of a physician. It is the employee's responsibility to inform the Supervisor of the possible side effects of the drug on performance and expected duration of use. See also D2.
- H. Except as stated in subsection D of this Article, the cost of drug and alcohol screening tests shall be paid by the City.
- I. The City retains its right to maintain discipline or invoke disciplinary measures in the case of conduct which may result from or be associated with alcohol or substance abuse.
- J. Involvement in an accident while on duty or injured while on duty when there is reasonable suspicion to believe alcohol or narcotics was responsible, such cause shall be considered reasonable cause for purposes of this Article.
- K. Decisions of an arbitrator under this article shall be limited to a determination of whether there existed reasonable suspicion to activate the provisions of this Article and if this issue is determined in the employee's favor, he shall be reinstated. The questions of whether or not the employee was under the influence of alcohol or drugs shall be subject to arbitration, but not the subsequent disciplinary measure imposed by the City.
- L. Reasonable suspicion as used in this Article shall be reduced to writing and signed by the person initiating the allegation before activating the provisions of this Article.

26.2 A. PURPOSE

This Article provides Police Department policy relative to the use of

narcotics, illegal drugs, and the abuse of legally prescribed drugs by any member of the Department and sets forth circumstances in which drug tests will be required.

B. POLICY

The Port Orange Police Department has a legal responsibility and management obligation to ensure as safe a work environment as possible, as well as a paramount interest to protect the public by ensuring that its Officers have the physical stamina and emotional stability to perform their assigned duties. The Police Department must maintain public confidence in the Department's competence and adopt procedures to ensure that its Officers are fit for duty.

The abuse of drugs or chemical substances is illegal and counter-productive to the good order and reputation of the Police Department and will not be tolerated. Officers must have physical coordination and unimpaired judgment to react prudently and effectively to the demands of police service.

C. TERMINOLOGY

1. The term Drug includes cannabis, narcotics, or any controlled substances which have not been legally prescribed and/or dispensed.
2. The term Drug Abuse includes the use of cannabis, narcotics, or any controlled substance, which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug.
3. Reasonable Suspicion Standard - An apparent state of facts and/or circumstances found to exist by a supervisor or fellow employee which would cause a reasonably intelligent person to believe the employee to be under the influence or a user of drugs or narcotics. The standard of reasonable suspicion is less than probable cause.
4. Probationary Employee - Any sworn Officer with less than one full year of service.
5. Administrative Review Board - The board that reviews disciplinary matters.
6. Medical Review Officer - The physician designated by the testing laboratory who will review the analysis results before sending them to the City.
7. Drug Analysis - The submission of a urine or hair specimen for testing to determine the presence of the following groups of drugs:
 - a. 10-Panel Urine Drug Screen by Immunoassay Methodology for Amphetamines, Barbiturates, Benzodiazepines, Cocaine,

Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene, and Tetrahydrocannabinol (marijuana metabolites).

D. GENERAL RULES

1. The use of illegal drugs, cannabis, or nonprescribed controlled substances or the abuse of legally prescribed drugs or controlled substances by a Port Orange Police Officer is strictly prohibited.
Violation of this policy will result in disciplinary action.
2. Police Officers who are required to take prescription medicine that may affect the Officers' ability to perform their duties while on duty shall notify their commander or lieutenant prior to their tour of duty.
3. Police Officers who have knowledge that another individual is illegally using drugs or narcotics shall report the facts and circumstances immediately to their supervisor.
4. Refusal by a Police Office to take the required drug test shall be considered insubordination and will result in the immediate relief from his/her duties pending disposition of any additional action.

E. MANDATORY DRUG TESTING

1. Mandatory drug testing is the submission of a specimen in order to test such samples for the presence of drugs.
2. Mandatory drug analysis will be conducted only upon the approval of the Department Head under the following circumstances:
 - a. Based on REASONABLE SUSPICION (as set out in G) citing specific instances when a member was incapable of performing his/her required duties or exhibited unusual work performance measures and/or behavioral traits.
 - b. When an Officer is scheduled to submit to an ordered psychiatric or psychological examination.
 - c. At any time during the probationary period.
 - d. For counseling assistance programs or as a condition of discipline when the Officer refuses to take the test.
 - e. When an Officer has used deadly force.
 - f. When an Officer has operated a motor vehicle involved in an accident resulting in death or serious injury to an individual.
 - g. Reserved
 - h. Mandatory testing no more than four times each year for all

personnel listed in g. above. (Random testing will count)

1. Any Officer refusing the test will be immediately terminated.
- i. When an Officer returns to duty after an absence of 15 days or more on a non-hospitalization sick leave without medical documentation of his/her illness.
- j. Officers with a first confirmed positive test result for prescription drugs used or taken illegally.

F. PROCEDURES FOR THE ORDERING OF DRUG TESTING IN CASES OF REASONABLE SUSPICION

1. A ranking Officer (Lieutenant or above) will be notified by the initiating Officer of the circumstances leading to the request for a drug test.
2. If the request for a drug test is approved, the Officer requesting the test will direct a memo to the Chief indicating the circumstances of reasonable suspicion that formed the basis of the request.
3. The memo will then be presented to the accused Officer who will sign his/her name at the bottom of the report indicating that the Officer has read it. This signature will in no way be considered an admission of guilt, but only an acknowledgment of the fact that the report was read. A copy of this report will be given to the accused Officer.
4. An Officer who refuses to submit to a properly required drug test shall be deemed insubordinate. Charges shall be referred by the requesting supervisor or other commanding officer, and the Officer will be transported to a place of his choice within reason.
5. If the Officer agrees to take the drug test, that individual shall complete and sign the drug testing Consent Form. If the accused Officer is unable to read the Consent Form, the supervisor shall read it to the individual. A copy of the Consent Form will be given to the Officer.
6. A supervisor will transport the individual to the approved testing facility and will stand by until the test has been administered and will then transport the individual to a place of his/her choice within reason. At the testing facility, the supervisor will verify all preliminary documentation associated with the test.
7. Upon completion of the drug test, a copy of all police reports will be forwarded through the chain of command to the Department Head.

G. ALLEGATION OF MISCELLANEOUS DRUG-RELATED ACTIVITY ON OR OFF DUTY

1. Allegations of miscellaneous drug-related activity which would be considered reasonable suspicion requiring a drug test include, but are not limited to, the following:
 - a. Unauthorized involvement with a person or enterprise engaged in the illegal sale, delivery, manufacture, purchase, or possession of drugs and narcotics.
 - b. Illegal sale, delivery, manufacture, purchase or possession of drugs or narcotics.
 - c. Whenever the results of a preliminary criminal investigation indicate a reasonable suspicion to believe that the accused Officer is involved in illegal drug-related activity; or upon completion of the initial stages of an administrative investigation which indicates a reasonable suspicion to believe the accused is personally using illegal drugs or is personally misusing or abusing legally prescribed or dispensed medication.
 - d. A reasonable suspicion exists when a person has a reasonable belief that an individual is under the influence of a drug or drugs, which affect behavior, supportable by direct observation, articulable reasons and common sense. The following, in addition to other evidence or suspected drug abuse, are some of the indicators that may give rise to a reasonable suspicion to believe that an employee's physical or mental abilities to perform assigned duties and responsibilities are affected by drugs.
 1. Changes in speech pattern.
 2. Staggering gait or poor coordination.
 3. An accident while operating a City owned or leased vehicle, equipment or property.
 4. Unusual behavior, variations in mood, deterioration of performance during a work period.
 5. Physical or verbal altercations.
 6. Possession of drugs.
 7. Information from a reliable person with personal knowledge who is willing to publicly state the information.
 8. Erratic operation of a motor vehicle.

H. RANDOM DRUG TESTING

1. Random drug testing is the submission of a urine or hair specimen

in order to test such sample for the presence of drugs. (See Section 3)

2. Specimen types and protocols will be uniform during individual random testing operations.
3. Random drug analysis will be conducted only upon approval of the Department Head.
4. All Officers will be included in the random drug testing group which will be eligible to be tested.
5. Random testing will take place no more than four (4) times a year.
6. Employee numbers of all Officers in this group will be placed in the computer, which will randomly select individuals for testing.
7. Shift Commanders will be given no more than forty-eight (48) hours notice that Officers under their command have been selected. Those Officers will be notified verbally at inspection or while on duty. Officers will have four (4) hours to submit a specimen. Only personnel on duty when notice is given will be tested, except for Officers working steady night shift, who will be compensated if held over for testing. If an Officer is selected to be tested on their day off or when the Officer is not at work, they will be tested immediately upon their return to work.

I. ANALYSIS PROCEDURE

1. A supervisor will transport Officers to the facility where their specimens will be collected and tested by certified laboratory technicians.
2. The supervisor will verify all the preliminary documentation associated with the test for each Officer by initialing it, and will positively identify each Officer prior to the test. A copy of the Consent Form will be given to the supervisor who will return it to the Department Head.
3. The urine specimen will be collected in a manner that will preserve the dignity of the Officer and ensure the integrity of the sample according to the National Institute of Drug Abuse standards.
4. The Medical Review Officer will send results to the Human Resources Director.
5. Drug Analysis Methodologies:
 - a. A positive report of the presence of a drug must meet the following criteria: First, the drug and/or its metabolites must be present at a concentration greater than that listed as the cut-off for the screening methodology. Second, the drug or its

metabolites must be measured by GC/MS confirmation methodology and found to be at a level greater than that listed for this method and particular drug. Note that the minimum reporting level is different for each drug and/or metabolite.

- b. Drug analysis will be done by immunoassay screening with confirmation of all positive screens by Gas Chromatography/Mass Spectrometry (GC/MS). These methodologies follow the National Institute of Drug Abuse's suggested guidelines for specificity and sensitivity.

Initial drug screening is performed at the following detection sensitivities:

Amphetamines	300 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml
THC (marijuana metabolite)	50 ng/ml
Cocaine metabolite	300 ng/ml
Methadone	300 ng/ml
Opiates	300 ng/ml
Phencyclidine	25 ng/ml
Propoxyphene	300 ng/ml

- c. Confirmation by GC/MS is detected at the following sensitivity levels (minimum reporting concentration):

Amphetamines	300 ng/ml
Methamphetamines	300 ng/ml
Barbiturates	150 ng/ml
Benzodiazepines	150 ng/ml
THC (marijuana metabolite)	15 ng/ml
Cocaine or cocaine metabolite	100 ng/ml
Methadone	100 ng/ml
Methaqualone	100 ng/ml
Opiates - Total	300 ng/ml
Codeine	150 ng/ml
Morphine	150 ng/ml
Phencyclidine	25 ng/ml

J. VOLUNTARY TESTING

1. Treatment for Officers who seek help:
 - a. Officers who come forward and admit to drug abuse before being tested will be given an opportunity to obtain treatment without having disciplinary action taken against them.
 - b. These individuals will, however, be considered first confirmed positive result as far as future testing is concerned only.
 - c. Employees seeking assistance should contract the City's Employee Assistance Program, or the Department Head.

K. CONFIDENTIALITY

Any information gained as a result of the drug test shall be kept as confidential as possible, except for City purposes, and shall not be revealed except in accordance with a proper judicial or legislative order. Breach of confidentiality by any employee shall result in disciplinary action.

L. DISCIPLINARY ACTION

1. Any Officer refusing to take the drug test pursuant to this policy shall be subject to immediate termination.
2. Any Police Officer who refuses to be tested shall be placed on immediate unpaid suspension and an internal investigation for the violation of the directive(s) shall commence.
 - a. The individual will be notified in writing by the Department Head or his designee that, because of the refusal, he/she has been placed in the mandatory testing group for twelve (12) months.
 - b. The individual is further notified of the consequences of a refusal and ordered to take a test within twelve (12) hours. This 12 hour period shall only apply to drug test orders based on the reasonable suspicion standard.
 - c. If the individual refuses to take the test as ordered, the matter will be referred to the Disciplinary Review Board. The penalty for said refusal will be discipline up to and including termination.
3. Individuals who are already in the mandatory test group as a result of the following circumstances are subject to termination for refusal

to take the test:

- a. Individuals with a first confirmed positive test result.

4. First Confirmed Positive Result - Abuse of Prescription Drugs

- a. Probationary Officers with a confirmed positive test result will be placed on immediate suspension pending a hearing before the Administrative Review Board. The penalty for such an offense is termination. No rehabilitation opportunity is offered to probationary employees.

- b. For any other individual who has a first time confirmed positive test result of prescription drugs, which are being abused, the following steps will be taken:

1. The individual will be placed on immediate unpaid suspension for a minimum of thirty (30) days.
2. The Internal Affairs Division will conduct a thorough investigation, and the case will go to the Administrative Review Board.
3. The individual will also be ordered to enter a City approved substance abuse treatment program.
4. The individual may take appropriate authorized leave to participate in treatment. This may include sick leave, vacation, compensatory time off, or leave without pay.
5. While in treatment, an Officer may return to a limited duty assignment that does not require carrying a gun or operating a vehicle, provided the Officer has a negative test result and such an assignment is available.
6. The expense for said treatment program (if not covered by the City health insurance plan) is the responsibility of the individual.
7. To return to full duty status, the individual must receive a drug test result which does not indicate the presence of illegal drugs, upon completion of the program and be cleared by the Substance Abuse Professional.
8. When returned to full duty, the Officer will be placed in the mandatory drug testing group for a period of twelve (12) months.

5. Positive Test Results for Controlled Dangerous Substances or Illegal Drug.

- a. The following step will be taken for any Officer who has a confirmed positive test result for cocaine or

methamphetamine (for which there is no valid prescription) or any Schedule I, Schedule 2, or any illegal drug.

1. The individual will be placed on immediate unpaid suspension pending termination.
6. Second confirmed Positive Drug Test Result - Abuse of Prescription Drugs
 - a. The treatment program for a first confirmed positive drug test result (abuse of prescription drugs) is not an option for a non-probationary Officer.
 - b. Upon a confirmed second positive drug test result, the individual will be placed on immediate unpaid suspension pending termination.
 1. The Internal Affairs Division will conduct a thorough investigation to gather all pertinent information.
 2. The Department Head will initiate the termination procedure.
7. Any individual may request that his/her sample be retested by either the original testing laboratory or by a Substance Abuse and Mental Health Service Administration (SAMSHA) certified laboratory. Any testing done at the individual's request will be paid for by that individual.
8. Termination
 - a. In any case, when the Department Head has determined that termination for an offense is appropriate, the Department Head will initiate the termination procedure. Said individual will be given written notice of termination proceedings.

M. GENERAL RULES

1. All property belonging to the Port Orange Police Department and/or the City of Port Orange is subject to inspection at any time pursuant to reasonable suspicion.
 - a. This includes all property belonging to or used by the Port Orange Police Department and/or the City of Port Orange including, but not limited to, vehicles, desks, containers, files and storage lockers.

ARTICLE 27

JURY DUTY AND APPEARANCE AS A WITNESS

- 27.1 Any employee in the Bargaining Unit who is summoned to perform jury service during his/her normal working hours in any court (City, Federal, or County) shall be granted leave with pay for the time he or she is absent from work as a result of fulfilling this jury duty obligation. The employee summoned as a juror shall attach a copy of the summons to the Leave of Absence Request. An employee, who is released from jury duty prior to four (4) hours from his or her normal end of the workday, shall be required to report to their work site immediately after their release.
- 27.2 Upon proof of attending court, a deposition, or an administrative hearing during the employee's normal working hours pursuant to a subpoena or other court order involving a job-related case and not as a plaintiff or claimant in litigation against the City nor as a defendant in litigation by the City, the employee shall receive his or her regular rate of pay for such attendance. The City reserves the right to institute any procedure or system it deems appropriate to measure, record, and/or verify attendance and duration of an on-duty deposition, or court or administrative hearing appearance. In the event any employee claims time not actually spent in an on-duty deposition or court/hearing appearance, he or she may be discharged or disciplined. The employee will sign over all subpoena and witness fees, excluding travel fees, unless City transportation is furnished in which case such travel fee will also be signed over. The employee shall provide a copy of the subpoena to his or her supervisor within twenty-four (24) hours of its service or receipt.
- 27.3 An employee subpoenaed as a witness for a court or administrative proceeding or a deposition, other than a job-related case and other than a case involving personal litigation by the employee as a plaintiff, claimant or defendant, shall be granted leave without pay to appear and testify pursuant to the subpoena. If the employee is released from the subpoena prior to the expiration of twelve (12) hours for shift Lieutenants and four (4) hours for 40 hour employees from his or her normal starting time for that work day, the employee shall be required to report to his or her work site immediately after release from such subpoena. An employee may take sick or vacation leave when subject to a subpoena under this provision. The employee shall provide a copy of the subpoena to his or her supervisor within twenty-four (24) hours of its service or receipt.
- 27.4 An employee may take vacation pay, but not sick leave, when participating in any court or administrative proceeding of a personal nature in which the employee is a claimant, plaintiff or defendant.

ARTICLE 28

RULES AND REGULATIONS

- 28.1 The City shall have the right to establish, maintain and enforce, or rescind, amend or change reasonable rules and regulations and standard operational procedures, it being understood that such rules and regulations and standard operational procedures shall not conflict with the provisions of this agreement. If the proposed additions, deletions, or changes affects the terms and conditions of employment of any bargaining unit employee, the Union shall have the right to request bargaining over the proposed additions, deletions, or changes. The request must be made in writing to the Department Head and submitted to him/her within seven (7) days of the change being published. If no request for bargaining is made by the Union during this seven (7) day period, or the proposed additions, deletions, or changes do not affect the terms and conditions of employment of bargaining unit members, the modifications shall become effective on the date specified when published. If bargaining is timely requested, and the additions, deletions, or changes affect terms and conditions of employment of bargaining unit members, the changes shall not go into effect until the City and the Union reach agreement on the matter.
- 28.2 Failure to discipline an employee for violation of these rules, regulations and/or standard operational procedures shall not affect the right of the City to discipline the same or other employees for the same or other violations.
- 28.3 Any employee violating a rule or regulation or standard operational procedure may be subject to disciplinary action, including dismissal.

ARTICLE 29

EDUCATIONAL LEAVE

- 29.1 Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined in writing by the Department Head and the City Manager. Requests for such educational leave must be approved in writing in advance by the City Manager. The decision to grant (or not to grant) such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the City Manager and shall not be subject to the grievance and arbitration procedures of this Agreement.
- 29.2 An employee granted education leave with full pay shall be entitled to receive all City benefits in the manner as if he were on active duty during the period of the leave. Entitlement to benefits for employees on partially compensated or uncompensated educational leave shall be determined by the City Manager. Such determination shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 30

MILITARY LEAVE

- 30.1 Bargaining unit members will be allowed military leave in accordance with conditions set forth in the Uniformed Services Employment and Reemployment Act (USERRA), and Sections 115.07, 115.09, 115.14 and 250.48, Florida Statutes and in accordance with the City's Military Leave Policy. This Policy, as amended from time to time, is set forth in the City's Civil Service Rules and Regulations, Chapter 3, Attendance and Leave, 3.07, Military Leave.

ARTICLE 31

SEVERABILITY

- 31.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such holding shall apply only to the Article, Section or portion thereof specified in the court's decision; and all other Articles or Sections or portions not so invalidated shall remain in full force and effect. The parties may mutually agree in writing to renegotiate the affected Article, Section or portion specified in the court's decision.

ARTICLE 32

WORKERS' COMPENSATION, HEALTH, SAFETY AND PHYSICAL FITNESS

- 32.1 The purpose of this Article is to promote the health, safety and physical fitness throughout the Port Orange Police Department.
- 32.2 Any bargaining unit employee who is temporarily disabled as a result of an injury sustained in the course of his employment with the City, shall be entitled to the following compensation:
- a. During such temporary, total disability, paid disability leave shall not exceed sixty (60) calendar days for any one injury. If as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the sixty (60) calendar days, the employee shall revert to normal Workers' Compensation benefits.
 - b. While receiving Worker's Compensation benefits, the employee may utilize available sick and/or annual leave in order to receive compensation for the amount not paid under the Worker's Compensation carrier. At no point shall the compensation be in excess of their normally scheduled amount.
 - c. If, in the City's opinion, this benefit is being abused, this Article will be subject to renegotiation at that time and prior to the expiration of this contract. Benefits will remained unchanged until renegotiated.
 - d. Leave for Workers' Compensation shall run concurrent with leave as covered under Family Medical Leave Act (FMLA).
 - e. For employees that have exhausted their paid leave prior to any exhaustion of an approved FMLA will generally be separated from service upon exhaustion of the approved FMLA leave, except as otherwise provided for by law. For employees with accrued paid leave in excess of the standard FMLA time will be able to utilize their accrued leave to stay in a paid status beyond the standard FMLA time, however, this period will not generally extend beyond twelve (12) months, unless an imminent return has been documented by a physician, or as otherwise provided for by law.
- 32.3 The City and the Union agree that employees covered hereunder must maintain a high level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens.

- 32.4 Each bargaining unit employee shall be required to complete once every two years, a Physical Abilities Test (PAT) and required pre-test physical examination as defined in Departmental Policy.
- 32.5 It is acknowledged and agreed by the parties hereto that a statutory presumption exists, under Section 112.18F.S that any condition or impairment of health of a bargaining unit member that results in a disability or death, was accidentally suffered in the line of duty. Therefore, the parties further acknowledge and agree that the Port Orange Police Department is a tobacco free workplace and that it is condition of employment that each new member of this bargaining unit hired on or after ratification refrain from the use of tobacco during the period of his or her employment with the City. New employees or those offered conditional employment with this bargaining unit, shall be required to sign an affidavit that they be tobacco free throughout the term of their employment.
- 32.6 Reserved
- 32.7 Reserved.
- 32.8 Reserved
- 32.9 Reserved
- 32.10 Reserved

ARTICLE 33

ENTIRE AGREEMENT

- 33.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 33.2 Therefore, the City and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement.
- 33.3 However, no language in this Agreement shall preclude the parties from mutually agreeing in writing to re-open any of the provisions covered by this contract.

ARTICLE 34

DURATION OF AGREEMENT

- 34.1 This Agreement shall commence and become effective upon ratification by both parties and shall continue in full force and effect until midnight of the 30th day of September, 2023 and thereafter from year to year unless notice is given in writing (email notification is acceptable) by either party by April 1, of each year of intent to modify, terminate, or change this Agreement, except as provided hereinafter.
- 34.2 Except for Article 24, no item or provision of this Agreement shall be a proper subject for negotiation during the term of this Agreement unless it is mutually agreed by the parties in writing to renegotiate such items in negotiations. The parties may negotiate Article 24- Wages, in Year 2 and Year 3 of this contract.
- 34.3 As used in this Agreement, the term “he” or “she” shall be interpreted to be gender neutral, and shall be understood to encompass both genders.

ARTICLE 35

VOLUNTARY SPECIAL EVENT DETAILS

- 35.1 Lieutenants will be permitted to work Voluntary Special Event Details when assignments cannot be filled by Officers and/or Sergeants. Voluntary, special event work performed for a second-party employer, other than work performed for City-sponsored events, shall be paid by the second-party employer to the City and the City shall, in turn, pay these second-party wages to the Lieutenant as a separate line-item on the employee's pay stub, after deducting a fifteen percent (15%) administrative per-hour fee thereof for use of City property while performing the special event work. The hourly rate charged to the second party will be determined by the Department Head. These second-party wages will not be considered as wages paid by the City and will therefore be excluded for purposes of calculation of overtime and shall not be factored into the average final compensation for pension purposes. No pension contributions or insurance payments will be withheld from payments made for work performed for a second party employer.
- 35.2 Lieutenants shall observe their normal standards of conduct during such special event work and disciplinary action shall be taken against those who fail to do so.

Approved and ratified this

_____ day of _____, 2020.

Approved and ratified this

_____ day of _____, 2020.

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION:

CITY OF PORT ORANGE, FLORIDA

PBA

Donald O. Burnette, Mayor

ATTEST:

Unit Representative

Michael H Johansson, City Manager

Summary of Changes
PBA Lt. 2020 – 2023 Proposed

- Article 9: Bill of Rights
 - Administrative clean up and clarifies current practice involving what disciplinary action gets submitted to the Human Resources Division.
- Article 10: Bulletin Board
 - Administrative clean up and removes language unnecessary for this unit.
- Article 14: Grievance
 - Administrative clean up.
 - Streamlines grievances related to disciplinary action to have them start at the level of the Police Chief.
 - Elaborates on information required for the submittal of a grievance to be considered valid.
 - Removes language unnecessary for this unit, which involves deleting a step of the grievance process. This is in line with the current structure of the organization and more accurately reflect how a grievance would be processed.
- Article 15: Holiday
 - Changes Martin Luther King Jr. Day from a Floating Holiday to an Observed Holiday. The unit maintains their same number of Floating Holidays as previously provided by placing Veteran's Day in place of Martin Luther King Jr. Day.
 - Removes language unnecessary for this unit.
- Article 16: Annual Leave
 - Administrative clean up and removes language unnecessary for this unit.
 - Changes the timing of end of year payouts and forfeitures for this unit to account for the new Workday System.
 - 16.4 Edits the maximum accruals to be in line with the Rank and File who would have this accrual tier. This is an item that was negotiated during the prior Rank and File agreement and this change achieves consistency in benefit administration.
- Article 19: Sick Leave
 - Changes the timing of end of year payouts for this unit to account for the new Workday System.
- Article 22: Uniform and Equipment
 - Administrative clean up.
- Article 24: Wages
 - Provides a 3% increase for this fiscal year and wage openers for the following two years.
 - Memorializes Specialty Pay allowing Lieutenants to serve in these assignments as necessary. The Chief will still work within the budget authority of these assignments and this does not increase the number of authorized positions
- Article 26: Drugs and Alcohol
 - Administrative clean up. Removes the statement that testing will be performed prior to assignment of specialty unit, as this is not current practice.
- Article 32: Health and Safety
 - Administrative clean up.
- Article 34: Duration of Agreement
 - This is a 3 year agreement with one year of wages and wage openers for year two and three.

Approved and ratified this

_____ day of _____, 2020.

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION:

PBA


KEVIN MCCARTHY

ATTEST:

 Lt. [unclear] Magee
Unit Representative

Approved and ratified this

_____ day of _____, 2020.

CITY OF PORT ORANGE, FLORIDA

Donald O. Burnette, Mayor

Attest:

By: 
Robin Fenwick,
Port Orange City Clerk

Michael H Johansson, City Manager



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: Yes

SUBJECT: (C10) Resolution No. 20-54 - Dedication of right-of-way along the south side of Herbert Street, adjacent to 956 Herbert Street

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-54 accepting the Deed of Dedication for right-of-way along the south side of Herbert Street, adjacent to 956 Herbert Street.

SUMMARY: The right-of-way dedication at 956 Herbert Street pertains to the area along the south side of the property, adjacent to Herbert Street. As part of the site plan for an Express Car Wash at 956 Herbert Street, the property owner is required by the Land Development Code (LDC), to dedicate ± 9 feet of right-of-way along the south side of Herbert Street prior to the completion of the development project. The Express Car Wash development project is the construction of a $\pm 4,500$ square foot car wash building, along with associated on-site improvements.

According to the Land Development Code (LDC), the ultimate right-of-way width for the section of Herbert Street between Nova Road and Jackson Street is 70 feet wide. Currently, the width of the Herbert Street right-of-way adjacent to the subject property is ± 61 feet, therefore an additional ± 9 feet is needed. The additional right-of-way is required by the LDC for future roadway improvements to Herbert Street. The property owner of 956 Herbert Street is dedicating the required ± 9 feet of right-of-way on the south side of Herbert Street to the City. The additional right-of-way received may be used to complete future roadway or pedestrian improvements.

At this time, there are no proposed improvements at the Herbert Street and Nova Road intersection. In 2017, the City submit an application to the River to Sea TPO for an intersection analysis to be performed which would identify improvements (signal retiming, turn lanes, and extending the stacking room for existing turn lanes) to improve movement through the Nova Road and Herbert Street intersection. This intersection experiences congestion throughout the day, most notably in the morning and late afternoon. When the City's application for an intersection analysis is selected and the analysis is conducted, staff plans to submit for design and construction funds through the TPO to make roadway improvements at this intersection. The additional right-of-way received may be used to complete the anticipated roadway improvements at this intersection, specifically modifications to turn lanes.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Resolution No. 20-54 with exhibit	Reso 20-54 Deed of Dedication Herbert St Express.pdf
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Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 7/30/2020
Approved - 9/17/2020
Approved - 9/23/2020
Approved - 9/24/2020
Final Approval - 9/24/2020

RESOLUTION NO. 20-54

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, ACCEPTING A DEED OF
DEDICATION CONVEYING APPROXIMATELY NINE (±9)
FEET OF ADDITIONAL RIGHT-OF-WAY ALONG THE
SOUTH SIDE OF HERBERT STREET FOR PUBLIC USE;
PROVIDING FOR CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR
AN EFFECTIVE DATE.

WHEREAS, Joyce D. Connor as Successor Trustee of the John D. Connor Revocable Trust Dated July 7, 1997, as amended, is willing to convey to the City of Port Orange, Florida certain real property for the purpose of a right-of way for public use; and

WHEREAS, Joyce D. Connor as Successor Trustee of the John D. Connor Revocable Trust Dated July 7, 1997, as amended, has executed and presented to the City of Port Orange, Florida, a Deed of Dedication, attached hereto as **EXHIBIT “1”**, incorporated herein and made a part hereof by reference; and

WHEREAS, said deed conveys lands improved as a right of way for public use identified as a future widening of Herbert Street; and

WHEREAS, it is in the best interest of the City to accept the Deed of Dedication for purposes stated herein; and

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida hereby accepts the Deed of Dedication, attached hereto.

Section 3. The City Council of the City of Port Orange, Florida has determined that the acquisition of the aforesaid property is for a public purpose.

Section 4. All resolutions or parts of resolutions in conflict with the provisions of this resolutions are hereby repealed to the extent of such conflict.

Section 5. If any provision of this resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this resolutions which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 6. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on this _____ day of _____ 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "1"

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

A portion of Parcel No. **6337-01-24-0021**

Deed of Dedication (Right-of-Way)

This Deed of Dedication, is made and executed this _____ day of September, 2020, between **JOYCE D. CONNOR AS SUCCESSOR TRUSTEE OF THE JOHN D. CONNOR REVOCABLE TRUST DATED JULY 7, 1997, AS AMENDED** whose address is 2937 Atlantic Avenue #1708, Daytona Beach Shores, Florida, hereinafter referred to as, "Dedicator;" and **CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation**, of the County of Volusia in the State of Florida, post office address: Attn: City Manager, 1000 City Center Circle, Port Orange, FL 32129-4144, "City."

WITNESSETH:

That the said Dedicator, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Dedicator, in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby dedicate, release, remise, and quit-claim unto the City, its successors and assigns forever, for the purposes of a right-of-way for a public road and appurtenances, all that certain land lying and being in the County of Volusia, State of Florida, being more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity, and claim whatsoever of the Dedicator, either in law or equity forever.

CITY, by accepting this Dedication, obligates itself to forever preserve and use the property dedicated herein for the purpose recited above, and such other public purposes deemed desirable by City.

AND the said Dedicator hereby covenants with City that the Dedicator is lawfully seized of said land in fee simple; that the Dedicator has good right and lawful authority to dedicate and convey said land; that the Dedicator does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said Dedicator has caused this *Deed of Dedication* to be executed on its behalf the day and year first above written.

Signed, sealed and delivered
in the presence of:

Printed Name: _____

Printed Name: _____

Dedicator:
JOHN D. CONNOR REVOCABLE TRUST
DATED JULY 7, 1997, AS AMENDED

By: _____
JOYCE D. CONNOR AS SUCCESSOR
TRUSTEE OF THE JOHN D. CONNOR
REVOCABLE TRUST DATED JULY 7,
1997, AS AMENDED

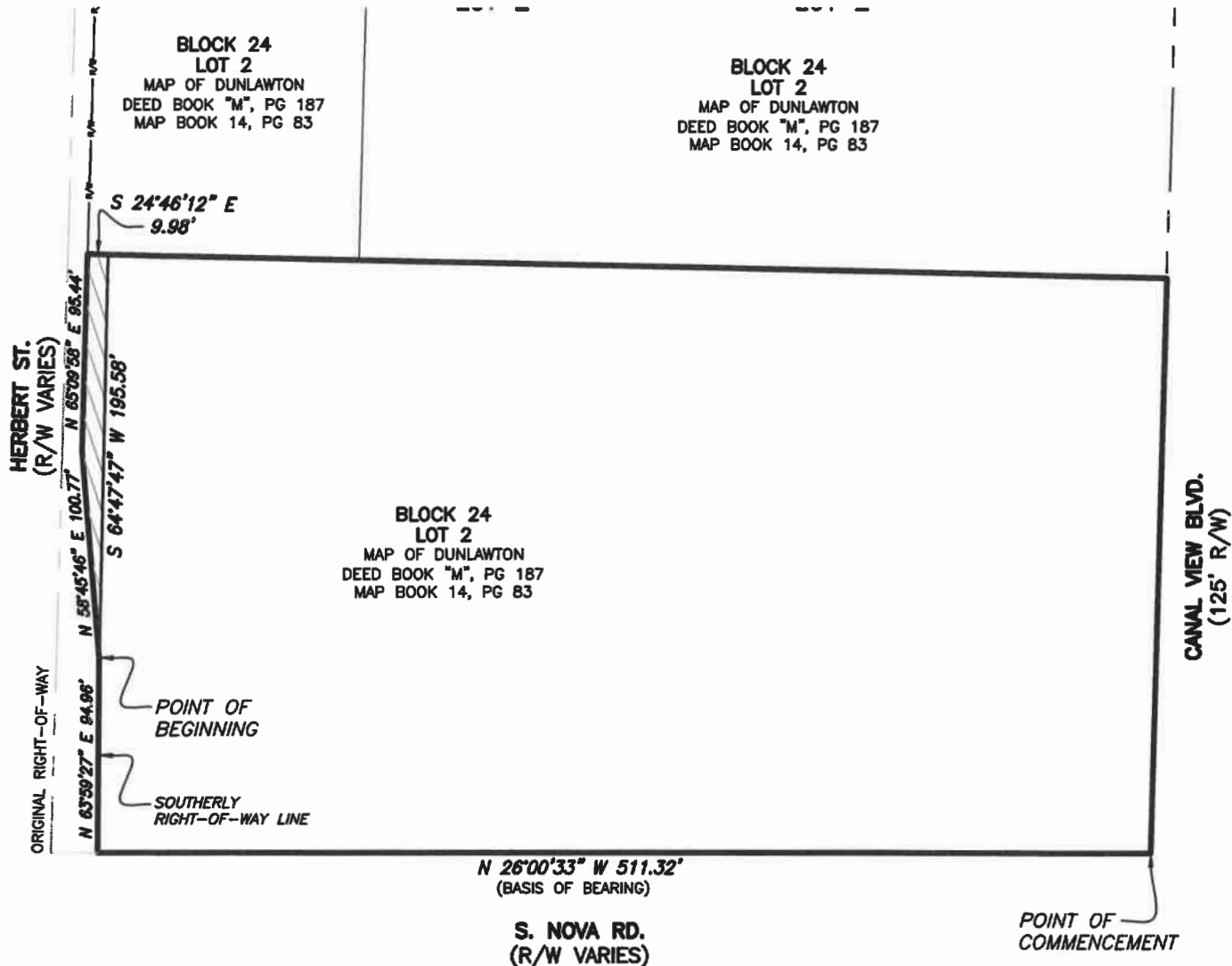
Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing *Deed of Dedication* was sworn to and acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020 by Joyce D. Connor, Successor Trustee of the John D. Connor Revocable Trust Dated July 7, 1997, As Amended, who [] is personally known to me, or [] have produced _____ as identification.

Notary Public, State of Florida at Large
Commission Number, Date of Commission, Expiration, and Seal

EXHIBIT "A"



GRAPHIC SCALE

1" = 80'

NOT A SURVEY

SHEET 1 OF 2

SEE SHEET 2 OF 2 FOR
CERTIFICATION AND
SURVEYOR'S SIGNATURE

DATE: 07/01/2020

PROJECT No: 200611

LOCATION No: 16-33-37

CHECKED BY: WSH

DRAFTED BY: JAE

SKETCH



DESCRIPTION:

A PORTION OF LOT 2, BLOCK 24, MAP OF DUNLAWTON, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE PRESENT EASTERLY RIGHT-OF-WAY LINE FOR STATE ROAD NO. 5A (NOVA ROAD), WHERE SAID RIGHT-OF-WAY LINE IS INTERSECTED BY THE NORTHERLY RIGHT-OF-WAY LINE OF CANAL VIEW BOULEVARD A 125 FOOT RIGHT-OF-WAY, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, PROJECT NO. 79190-2513, NOVA ROAD (VILLAGE TRAIL TO HERBERT STREET) DATED: 05/06/91, THENCE RUN N 26°00'33" W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NOVA ROAD FOR A DISTANCE OF 511.32 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT STREET (A RIGHT-OF-WAY THAT VARIES IN WIDTH); THENCE N 63°59'27" E ALONG THE SAID SOUTHERLY RIGHT-OF-WAY OF HERBERT STREET, AS NOW LAID OUT FOR A DISTANCE OF 94.96 FEET FOR A POINT OF BEGINNING; THENCE N 58°45'46" E FOR A DISTANCE OF 100.77 FEET; THENCE N 65°09'58" E FOR A DISTANCE OF 95.44 FEET; THENCE DEPARTING SAID THE SOUTHERLY RIGHT-OF-WAY LINE OF HERBERT STREET S 24°46'12" E FOR A DISTANCE OF 9.98 FEET; THENCE S 64°47'47" W FOR A DISTANCE OF 195.58 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 1,512± SQ. FEET MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE (N 26°00'33" W) ALONG THE RIGHT-OF-WAY LINE OF S NOVA RD. AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY SURVEYING AND MAPPING, SECTION 79190-2513, SHEET 5 OF 8, DATED: 05/06/91
2. MAP BOOK "M" PAGE 187 CAN BE FOUND AT MAP BOOK 14, PAGE 82 AND 83

LEGEND

INC ... INCORPORATED
L ... LINE
LB ... LICENCE BUSINESS
PSM ... PROFESSIONAL SURVEY MAPPER

NOT A SURVEY

SHEET 2 OF 2

THE FOREGOING SKETCH AND DESCRIPTION IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS, EFFECTIVE DATE JULY 1, 2018, AS PURSUANT TO SECTION 472, FLORIDA STATUTES. NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. FLORIDA ADMINISTRATIVE CODE 5J-17.062 (2)

BY:

William S Hart

WILLIAM S HART

PSM No. 3905

DATE: 06/30/2020

PROJECT No: 200611

LOCATION No: 16-33-37

CHECKED BY: WSH

DRAFTED BY: JAE

DESCRIPTION

UPHAM
CIVIL ENGINEERING • SURVEYING • LANDSCAPE ARCHITECTURE
265 Kenilworth Avenue • Ormond Beach • Florida 32174
Voice: 386.672.9515 • Fax: 386.673.6554 • uphaminc.com
LB # 0003612 LC # 0000357

THIS ITEM HAS BEEN SIGNED AND SEALED ON THE DATE AND TIME AS SHOWN HEREON; WHEN SIGNED AND SEALED BY AN ELECTRONIC SIGNATURE, PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED & SEALED AND THE SIGNATURE & SEAL MUST BE VERIFIED ON ALL ELECTRONIC COPIES.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: Yes

SUBJECT: (C11) Resolution No. 20-55- Approval of Subcontract from University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve Resolution No. 20-55 Approval of Subcontract from University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project

SUMMARY: University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) received a Florida Department of Transportation grant for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project. This project will utilize law enforcement staff to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties. The goal of the effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details. This reimbursement contract will cover project expenses to include overtime hours for sworn law enforcement officers.

Project No.: Funding Account No.: Fund 199/ Police Department

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	Resolution No. 20-55 with exhibit	Reso. 20-55 Approval of Subcontract with University of North Florida Training and Services Institute Inc. (1).pdf
2.	Port Orange PD Contract Approval 9 Sept 2020	Port Orange PD Contract Approval 9 Sept 2020.pdf
3.	2020-21 HVE Overview	2020-21 HVE Overview.pdf

Amanda Lasecki
Scott Neils

Created/Initiated - 9/15/2020
Approved - 9/15/2020

Amanda Lasecki	Approved - 9/16/2020
Lupe Reyna-Coffin	Approved - 9/21/2020
Scott Neils	Approved - 9/21/2020
Matthew Jones	Approved - 9/29/2020
Jake Johansson	Approved - 9/29/2020
Robin Fenwick	Final Approval - 9/29/2020

RESOLUTION NO. 20-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE SUBCONTRACT FROM THE UNIVERSITY OF NORTH FLORIDA TRAINING AND SERVICES INSTITUTE, INC., D/B/A INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT FOR FLORIDA'S BICYCLE PEDESTRIAN FOCUSED INITIATIVE: COMMUNICATION AND HIGH VISIBILITY AND ENFORCEMENT PROJECT; ACCEPTING GRANT FUNDS; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) received a Florida Department of Transportation grant for Florida's Bicycle Pedestrian Focused Initiative: Communication and High Visibility and Enforcement Project; and

WHEREAS, the University of North Florida Training and Services, Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) approved an amount of \$14,894; and

WHEREAS, Florida Department of Transportation approved the subcontract agreement with the City of Port Orange in the amount of \$14, 894.00, attached hereto as **Exhibit "A"** and made a part hereof by reference ("Subcontract"); and

WHEREAS, the City Council of the City of Port Orange approves submitting reimbursements for eligible project expenditures; and

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

Section 1. The City Council of the City of Port Orange hereby approves

the Subcontract with the University of North Florida Training and Services Institute Inc., d/b/a Institute of Police Technology and Management (IPTM) and accepts the grant funding in the amount of \$14,894.

Section 2. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEYIN J. THIBAUT, P.E.
SECRETARY

September 9, 2020

Mr. Al Roop, Assistant Director
Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative:
Communication and High Visibility Enforcement
Project Number: 433144-1-8404
Contract Number: G1B36

Dear Mr. Roop:

We have reviewed the attached draft subcontract agreement with the **Port Orange Police Department** for High Visibility Enforcement in the amount of **\$14,894.00** and it is hereby approved. The subcontract agreement will be effective the date the last party signs it, and only charges incurred for services provided between the date of execution and May 14, 2021 will be allowable for reimbursement.

Please send us a copy of the executed subcontract after it has been signed. We will not be able to process invoices for the services until we receive a copy of the executed subcontract.

If you have any questions, please feel free to contact me at trenda.mcpherson@dot.state.fl.us or (850) 414-4025.

Sincerely,

A handwritten signature in blue ink, appearing to read "Trenda McPherson". The signature is fluid and cursive, with the first name "Trenda" being more prominent.

Trenda McPherson, FCCM
State Bicycle Pedestrian Safety Program Manager

/tm

cc: Project File

Letter of Agreement and Contract

In this contract between the Port Orange Police Department ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 14, 2021.

Total contract amount will not exceed \$14,894.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project #433144-1-8404, Contract #G1B36. All services must be completed by May 14, 2021. The final invoice must be received by June 4, 2021 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a grant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2017, 3,135 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (720) and more than 5% were bicyclists (160).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by the Vendor's policies and procedures and must comply with Florida law. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT (each detail location may have different pre-approved days and times of day).
- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details or attendance at required training.
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.). There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices.*" To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" **prior to June 30, 2019.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

Note: Due to COVID-19, IPTM reserves the right to substitute the eligibility between the two listed training courses. The four (4) hour classroom-based training and the two (2) hour online refresher training course is provided free of charge through IPTM. Information on how to schedule the four (4) hour classroom-based training or the two (2) hour online refresher training course will be provided to all applicant agencies. The training delivery will be prioritized based on need. Officers are not required to be trained before the agency applies for funding.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled “*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*” or the two (2) hour online refresher training course titled “*Pedestrian & Bicycle Safety: A Law Enforcement Review*”. For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The first required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second required media release must include a reminder that details are ongoing. This second media release must be distributed approximately halfway through the contract period. Additional media engagement is strongly encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

INVOICES

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to

each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document each detail conducted and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved or that take place prior to the date of the approval.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit "C".

As the goal of this initiative is to mitigate traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists, approval decisions must be driven by data and the most severe high crash locations for these types of collisions will receive priority approval. Less severe crash locations and other identified hazardous areas will be approved on a case-by-case basis.

In order to quickly respond to other locations where pedestrian and/or bicyclist serious and fatal injury crashes are developing or worsening, additional HVE locations can receive pre-approval during the contract period. In order to obtain pre-approval of additional locations during the contract period, Vendor must submit a request to IPTM in writing and provide data to support the need. If approved, the location(s) will be added to the Vendor's current executed contract and HVE overtime details will be authorized and reimbursable after the approval date.

All HVE education and enforcement overtime detail locations must be approved by the FDOT.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received by February 26, 2021.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- At least two (2) media engagements will be conducted during the contract period.
- Detail Activity Reports will be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms will be provided for each bike light distributed.
- Invoices will be submitted for each month or payroll period in which overtime details were performed.

PERFORMANCE MEASURES

Proof of performance documentation must be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

Total contract amount not to exceed: \$14,894.00

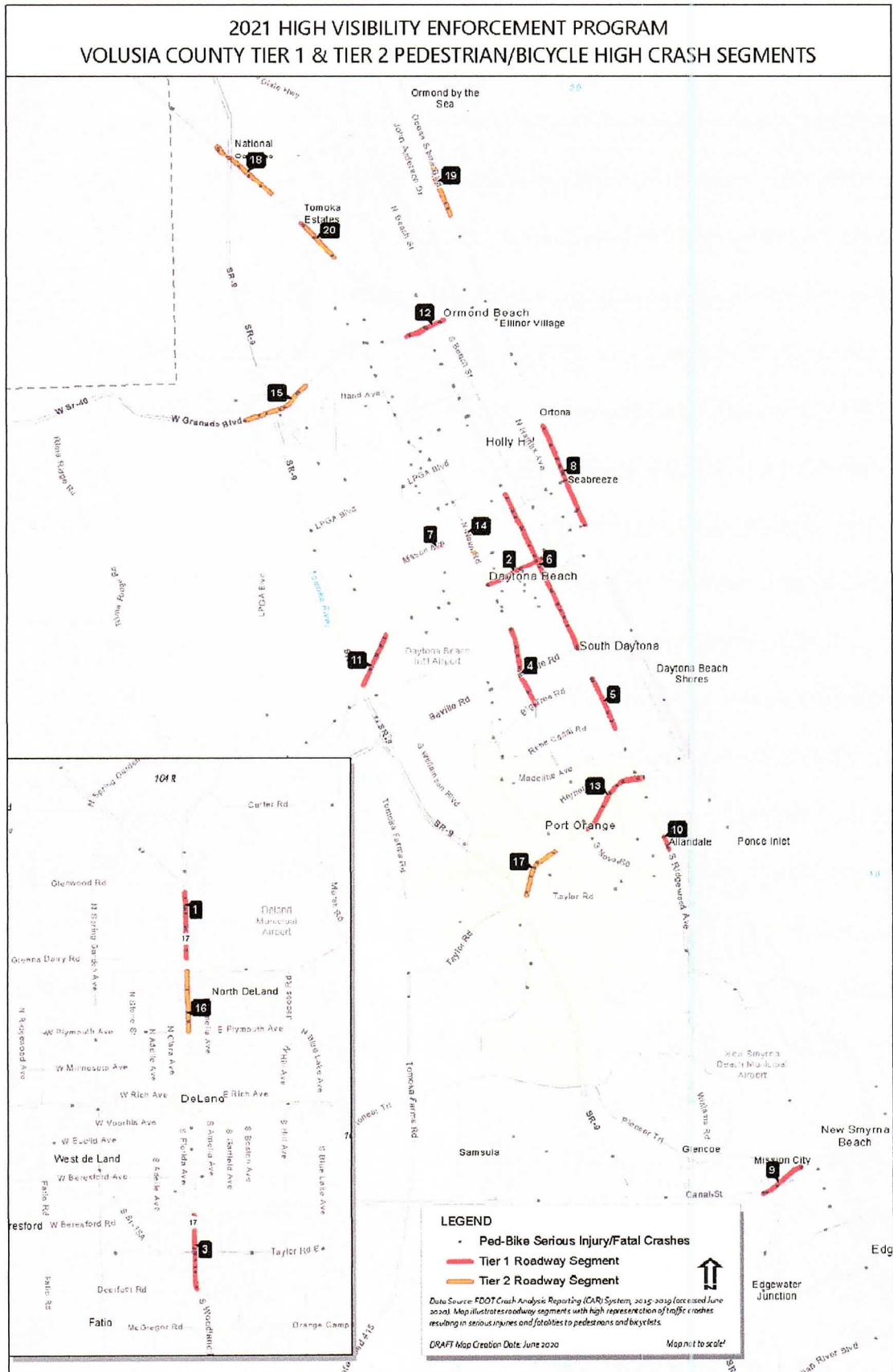
EXHIBIT "C"

LOCATIONS FOR PORT ORANGE POLICE DEPARTMENT FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN

Map Location	Roadway Name	From	To	Times	Day
10	US 1/S. Ridgewood Avenue	Niver Street	Commonwealth Blvd	1400 – 0600	TH, F, Sat
13	Dunlawton Ave	S Nova Road	Halifax Drive	0700 – 2300	T, F
17	Dunlawton Ave	Taylor Road	East of City Center Pkwy	1100 – 0300	M, TH, Sat, Sun

☒ APPROVED
Imprawa
9 Sept 2020

EXHIBIT "C"



Letter of Agreement and Contract

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

Scott Bennett, President

Date

Cameron Pucci, Director

Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: Port Orange Police Department

Address: 4545 S. Clyde Morris Blvd., Port Orange, FL 32129

Vendor's Authorized Agent Signature

Date

Printed Name

Title

~~CONTRACTUAL SERVICES AGREEMENT~~
~~REVIEWED AND APPROVED~~

Onyphesso 9 Sept 2020

~~STATE BICYCLE PEDESTRIAN~~
~~FDOT APPROVAL~~
~~SAFETY PROGRAM MANAGER~~

**Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G1B36
State and Federal Requirements:**

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program.

If the contract is terminated, the funds may be reallocated to other contracts.

Invoices must be submitted as outlined in the Letter of Agreement and Contract, must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services.

All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract's term.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or University. The Vendor Ombudsman may be contacted at (850) 413-5516.

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the **contract scope of work** as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.

All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

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

(b) Section 287.134 (2)(a), F.S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a

public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

All invoices for services shall contain the following certification statement and must be signed by the vendors financial representative:

"All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted."

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. **Only costs directly related to the approved scope of services within the attached contract shall be allowable.**

The State of Florida's performance and obligation to reimburse the vendor shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace**, herein incorporated by reference, the vendor shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The sub-recipient or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendors employee or approved subcontractor performs the service required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendors consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retainage, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access to all books, documents, papers, and records of the vendor pertaining to this contract, and to relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the contract is performed, the vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with this contract.

Records of costs incurred under the terms of this contract shall be maintained and made available upon request to the University at all times during the period of this contract and for five years after final payment is made. Copies of these documents and records shall be furnished to the University upon request. Records of costs incurred include the vendors general accounting records and the contract records, together with supporting documents and records, of the vendor and all subcontractors performing work on the contract, and all other records of the vendor and subcontractors considered necessary by the University for a proper audit of costs.

The administration of resources awarded through the University to the vendor by this Agreement may be subject to audits and/or monitoring by the University. The following requirements do not limit the authority of the University to conduct or arrange for additional audits or evaluations of contracts issued pursuant to Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The vendor shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal award identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;
- b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the contract;
- d. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further contracts pursuant to Federal awards for the Project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access to the vendors records including financial statements, the independent auditor's working papers and contract records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

(8) The vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such

records upon request. The vendor shall ensure that the audit working papers are made available to the University, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Manager's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Address' are:

Florida Department of Transportation
Attn: Trenda McPherson, State Bicycle Pedestrian Safety Program Manager
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (USDOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

Disadvantaged Business Enterprises (DBE)

(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance:

The vendor, its contractors, consultants, agents, or employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate. Upon notification to the vendor of its failure to carry out its approved contractual services, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:

The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20. New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds contracted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendors part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of \$100,000 the vendor and its contractors, consultants, agents, or employees agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The vendor shall include this provision in all subcontract awards in excess of \$100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:

- o Failure to provide the required audits
- o Failure to provide required reports in the required time frame
- o Failure to perform work described in the contract scope of services
- o Providing fraudulent reports or invoices
- o Misuse of materials or equipment provided through this contract

Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

Vendors shall

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract;
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects) 500-065-01 SAFETY 04/17 19
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, US DOT or NHTSA
- (d) That, in event a vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part
- (e) To insert this clause, including paragraphs "a" through "e", in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this contract

The vendor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

September 9, 2020

Mr. Al Roop, Assistant Director
Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive
Jacksonville, FL 32224

RE: Project Name: Florida's Bicycle Pedestrian Focused Initiative:
Communication and High Visibility Enforcement
Project Number: 433144-1-8404
Contract Number: G1B36

Dear Mr. Roop:

We have reviewed the attached draft subcontract agreement with the **Port Orange Police Department** for High Visibility Enforcement in the amount of **\$14,894.00** and it is hereby approved. The subcontract agreement will be effective the date the last party signs it, and only charges incurred for services provided between the date of execution and May 14, 2021 will be allowable for reimbursement.

Please send us a copy of the executed subcontract after it has been signed. We will not be able to process invoices for the services until we receive a copy of the executed subcontract.

If you have any questions, please feel free to contact me at trenda.mcpherson@dot.state.fl.us or (850) 414-4025.

Sincerely,

Trenda McPherson, FCCM
State Bicycle Pedestrian Safety Program Manager

/tm

cc: Project File

Letter of Agreement and Contract

In this contract between the Port Orange Police Department ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 14, 2021.

Total contract amount will not exceed \$14,894.00

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project #433144-1-8404, Contract #G1B36. All services must be completed by May 14, 2021. The final invoice must be received by June 4, 2021 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES PEDESTRIAN AND BICYCLE SAFETY HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a grant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2017, 3,135 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (720) and more than 5% were bicyclists (160).

The **Purpose** of this funding opportunity is to develop and implement effective community level high visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by the Vendor's policies and procedures and must comply with Florida law. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Funds may not be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT (each detail location may have different pre-approved days and times of day).
- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details or attendance at required training.
- Each officer is limited to a maximum of six (6) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.). There is no pay period limit.
- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices.*" To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" **prior to June 30, 2019.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

Note: Due to COVID-19, IPTM reserves the right to substitute the eligibility between the two listed training courses. The four (4) hour classroom-based training and the two (2) hour online refresher training course is provided free of charge through IPTM. Information on how to schedule the four (4) hour classroom-based training or the two (2) hour online refresher training course will be provided to all applicant agencies. The training delivery will be prioritized based on need. Officers are not required to be trained before the agency applies for funding.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled "*Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices*" or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.
- Public awareness is a key element of the high visibility enforcement model. The Vendor is required to distribute a minimum of two (2) media releases during the contract period. The first required media release announcing that operations are beginning must be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second required media release must include a reminder that details are ongoing. This second media release must be distributed approximately halfway through the contract period. Additional media engagement is strongly encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement must be provided within 30 days of the press release or news report.
- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.
- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM along with the detail report for the period in which the lights were distributed.
- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed and within +/- \$5.00 of the rates shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

INVOICES

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.
- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to

each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document each detail conducted and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved or that take place prior to the date of the approval.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit "C".

As the goal of this initiative is to mitigate traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists, approval decisions must be driven by data and the most severe high crash locations for these types of collisions will receive priority approval. Less severe crash locations and other identified hazardous areas will be approved on a case-by-case basis.

In order to quickly respond to other locations where pedestrian and/or bicyclist serious and fatal injury crashes are developing or worsening, additional HVE locations can receive pre-approval during the contract period. In order to obtain pre-approval of additional locations during the contract period, Vendor must submit a request to IPTM in writing and provide data to support the need. If approved, the location(s) will be added to the Vendor's current executed contract and HVE overtime details will be authorized and reimbursable after the approval date.

All HVE education and enforcement overtime detail locations must be approved by the FDOT.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 70% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received by February 26, 2021.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. <https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx>

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- At least two (2) media engagements will be conducted during the contract period.
- Detail Activity Reports will be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms will be provided for each bike light distributed.
- Invoices will be submitted for each month or payroll period in which overtime details were performed.

PERFORMANCE MEASURES

Proof of performance documentation must be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

Total contract amount not to exceed: \$14,894.00

EXHIBIT "C"

LOCATIONS FOR PORT ORANGE POLICE DEPARTMENT FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INITIATIVE COMMUNICATIONS AND HIGH VISIBILITY ENFORCEMENT CAMPAIGN

Map Location	Roadway Name	From	To	Times	Day
10	US 1/S. Ridgewood Avenue	Niver Street	Commonwealth Blvd	1400 – 0600	TH, F, Sat
13	Dunlawton Ave	S Nova Road	Halifax Drive	0700 – 2300	T, F
17	Dunlawton Ave	Taylor Road	East of City Center Pkwy	1100 – 0300	M, TH, Sat, Sun

☒ APPROVED
Imprawa
9 Sept 2020

2021 HIGH VISIBILITY ENFORCEMENT PROGRAM
VOLUSIA COUNTY TIER 1 & TIER 2 PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS



Letter of Agreement and Contract

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

Scott Bennett, President

Date

Cameron Pucci, Director

Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: Port Orange Police Department

Address: 4545 S. Clyde Morris Blvd., Port Orange, FL 32129

Vendor's Authorized Agent Signature

Date

Printed Name

Title

~~CONTRACTUAL SERVICES AGREEMENT~~
~~REVIEWED AND APPROVED~~

Onyphesso 9 Sept 2020

~~STATE BICYCLE PEDESTRIAN~~
~~FDOT APPROVAL~~
~~SAFETY PROGRAM MANAGER~~

**Florida Department of Transportation (FDOT) Project # 433144-1-8404, Contract # G1B36
State and Federal Requirements:**

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse.xhtml>

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE SUBJECT TO THE FOLLOWING REQUIREMENTS:

Failure to submit progress reports and invoices as outlined in the Letter of Agreement and Contract may result in termination of the agreement; may render the vendor ineligible for reimbursement of expenses; and may render the vendor ineligible for future consideration for funding under this program.

If the contract is terminated, the funds may be reallocated to other contracts.

Invoices must be submitted as outlined in the Letter of Agreement and Contract, must meet the timeline established in the attached contract for services, and must include all required documentation as outlined in the contract for services.

All invoices must contain the full details of each expenditure sufficient to support a proper pre-audit and post audit based on the scope of work and services identified in the Letter of Agreement and Contract.

All invoices shall be signed by an Authorized Representative of the vendor or their delegate.

Payment will be made only after receipt and approval of goods and services as outlined in the attached contract and exhibits. If the University determines that the performance of the vendor is unsatisfactory, the University shall notify the vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the University.

The vendor shall, within five days after notice from the University, provide the University with a corrective action plan describing how the vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance.

If the corrective action plan is unacceptable to the University, the vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency.

If the deficiency is subsequently resolved, the vendor may bill the University for the retained amount during the next billing period. If the vendor is unable to resolve the deficiency, the funds retained will be forfeited at the end of the contract's term.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency or University. The Vendor Ombudsman may be contacted at (850) 413-5516.

The vendor shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of contracted funds and required expenditures. All monies spent on this contract shall be disbursed in accordance with provisions of the **contract scope of work** as approved by the University and FDOT State Safety Office Program Manager and must meet all state and federal regulations attached or referenced in this contract.

All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

The vendor agrees to comply with all applicable provisions of Chapter 287, Florida Statutes. The following provisions are stated in this contract pursuant to sections 287.133(2)(a) and 287.134(2)(a), Florida Statutes.

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

(b) Section 287.134 (2)(a), F.S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a

public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

All invoices for services shall contain the following certification statement and must be signed by the vendors financial representative:

"All costs are true and valid costs incurred in accordance with the agreement, deliverables were received and accepted."

The University and FDOT State Safety Office shall review and approve in writing all amendments to consultant and contractual service agreements prior to execution. Only amendments to the contract which achieve or improve upon the outcome of the project as determined by the funding agency and any state or federal regulations that govern such changes will be considered for approval.

Requests for amendment shall be in the form of a written request signed by the Authorized Representative of the vendor. Delegations of signature authority will not be accepted for amendment requests without prior written approval.

Approval of this contractual service agreement does not constitute approval of amendments to the contract. Any contract amendment executed without prior written approval of the University and FDOT State Safety Office will not be reimbursable under this contract.

The allowability of costs incurred under any contract shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable State and Federal Law, to be eligible for reimbursement. All funds not spent in accordance with the Applicable State and Federal Law will be subject to repayment by the vendor. **Only costs directly related to the approved scope of services within the attached contract shall be allowable.**

The State of Florida's performance and obligation to reimburse the vendor shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature. As detailed in 49 CFR, Part 29, **Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Requirements for Drug-Free Workplace**, herein incorporated by reference, the vendor shall not be reimbursed for the cost of goods or services received from contractors, consultants, vendors, or individuals suspended, debarred, or otherwise excluded from doing business with the Federal government. The sub-recipient or its implementing agency shall submit the required certification by consultants with awards in excess of the small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$25,000).

If a vendor has not commenced within 30 days after the acceptance of the contract, the vendor shall report by letter the steps taken to initiate the work, the reasons for delay, and the expected starting date. If, after 60 days from the acceptance of the contract, services as described herein has not begun, a further statement of implementation delay will be submitted by the vendor to the University. The vendor agrees that if the letter is not received in the 60 days, the University may cancel the contract. The University, or the FDOT State Safety Office Program Manager, where warranted by excusable delay, may extend the implementation date of the project past the 60-day period. In this case, formal written approval will be provided to the vendor from the University or FDOT State Safety Office Program Manager.

Funds may not be obligated prior to the effective date or subsequent to the end date of the contract service period. Only costs incurred on or after the effective date of the contract and on or prior to the end date of the contract are eligible for payment. A cost is incurred when the vendors employee or approved subcontractor performs the service required or when goods are received by the vendor, notwithstanding the date of order.

In the event of default, noncompliance, or violation of any provision of this contract by the vendor, the vendors consultant(s) or contractor(s) and supplier(s), the vendor agrees that the University will impose sanctions. Such sanctions include withholding of payment, retainage, cancellation, termination, or suspension of the contract in whole or in part. In such an event, the University shall notify the vendor of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the University will be based upon the severity of the violation, the ability to remedy, and the effect on contract performance. The vendor shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

The University, Florida Department of Transportation, Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access to all books, documents, papers, and records of the vendor pertaining to this contract, and to relevant books and records of the vendor, and its consultants and contractors under this contract, for the purpose of audit and examination as provided under Applicable Federal Law.

In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures may include, on-site visits by University staff, limited scope audits as defined by 2 CFR Part 200, and status checks of contract activity via telephone calls from University staff to vendors. By entering into this contract, the vendor agrees to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the contract is performed, the vendor agrees to bring the project into compliance with the contractual service agreement. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

The vendor agrees to comply with all provisions provided in Chapter 119 Florida Statutes. If the vendor receives a public records request concerning its work undertaken pursuant to this contract, the vendor must take appropriate action as required by Chapter 119, Florida Statutes.

The University shall unilaterally cancel this contract if the vendor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the vendor in conjunction with this contract.

Records of costs incurred under the terms of this contract shall be maintained and made available upon request to the University at all times during the period of this contract and for five years after final payment is made. Copies of these documents and records shall be furnished to the University upon request. Records of costs incurred include the vendors general accounting records and the contract records, together with supporting documents and records, of the vendor and all subcontractors performing work on the contract, and all other records of the vendor and subcontractors considered necessary by the University for a proper audit of costs.

The administration of resources awarded through the University to the vendor by this Agreement may be subject to audits and/or monitoring by the University. The following requirements do not limit the authority of the University to conduct or arrange for additional audits or evaluations of contracts issued pursuant to Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The vendor shall comply with all audit and audit reporting requirements as specified below.

(a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by University staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to contracts issued pursuant to Federal awards provided through the University. By entering into this contract, the vendor agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the University. The vendor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the University, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

(b) The vendor, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a sub-recipient of a contract pursuant to a Federal award awarded by the University is subject to the following requirements:

(1) In the event the vendor expends a total amount of contracted funds pursuant to a Federal award equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the vendor must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. This contract provides the required Federal award identification information needed by the vendor to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining contracted funds pursuant to Federal awards expended in a fiscal year, the vendor must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the University by this contract. The determination of amounts of Federally awarded funds expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

(2) In connection with the audit requirements, the vendor shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

(3) In the event the vendor expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the vendor is exempt from Federal audit requirements for that fiscal year. However, the vendor must provide a single audit exemption statement to the Florida Department of Transportation at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the sub-recipient's audit period for each applicable audit year. In the event the sub-recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the vendors resources obtained from other than Federal entities).

(4) The vendor must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Florida Department of Transportation requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements,

(5) Within six months of acceptance of the audit report by the FAC, the Florida Department of Transportation will review the sub-recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the University by this contract. If the vendor fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the University may impose additional conditions to remedy noncompliance. If the University or the Florida Department of Transportation determines that noncompliance cannot be remedied by imposing additional conditions, the University may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

- a. Temporarily withhold cash payments pending correction of the deficiency by the vendor or more severe enforcement action by the University;
- b. Disallow (deny the use of funds for) all or part of the cost of the activity or action not in compliance;
- c. Wholly or partly suspend or terminate the contract;
- d. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the University or the Florida Department of Transportation, recommend such a proceeding be initiated by the Federal awarding agency);
- e. Withhold further contracts pursuant to Federal awards for the Project or program;
- f. Take other remedies that may be legally available.

(6) As a condition of receiving this contract, the vendor shall permit the University, or its designee, the CFO or State of Florida Auditor General access to the vendors records including financial statements, the independent auditor's working papers and contract records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

(7) The contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

(8) The vendor agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. The vendor shall retain sufficient records demonstrating its compliance with the terms of this contract for a period of five years from the date the audit report is issued and shall allow the University, or its designee, the CFO or State of Florida Auditor General access to such

records upon request. The vendor shall ensure that the audit working papers are made available to the University, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the University.

The vendor shall establish and administer a system to control, protect, preserve, use, and maintain and track any property or materials purchased pursuant to this contract.

Any dispute, disagreement, or question of fact arising under the contract may be addressed to the Program Manager in the FDOT State Safety Office in writing. The Program Manager's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Address' are:

Florida Department of Transportation
Attn: Trenda McPherson, State Bicycle Pedestrian Safety Program Manager
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The vendor shall proceed diligently with the performance of the work in accordance with the contract and in accordance with the decision(s) resulting from dispute resolution.

Conferences may be held at the request of any party to this contract. Representatives of the University, Florida Department of Transportation, or the U.S. Department of Transportation (USDOT), or all the above, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

Subject to the limitations of Section 768.28, Florida Statutes, the vendor and any subcontractors that are party to this contract shall be required to defend, hold harmless and indemnify the University, the Florida Department of Transportation, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of the vendor, its contractor, consultant, agents and employees. The vendor and its contractors, consultants, agents, or employees shall be liable for any loss of, or damage to, any material purchased or developed under this contract which is caused by the vendor and its contractors, consultants, agents, or employees failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise. The parties executing this contract specifically agree that no provision in this contract is intended to create in the public or any member thereof, a third party beneficiary, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

Disadvantaged Business Enterprises (DBE)

(a) The vendor and its contractors, consultants, agents, or employees agree to the following assurance:

The vendor, its contractors, consultants, agents, or employees shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The vendor shall take all necessary and reasonable steps under 49 CFR, Part 2 to ensure nondiscrimination in the administration of USDOT assisted contracts. Implementation of this contract is a legal obligation and failure to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy, as the sub-recipient, its implementing agency, or the Department deems appropriate. Upon notification to the vendor of its failure to carry out its approved contractual services, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The vendor and its contractors, consultants, agents, or employees agree to include the following assurance in each subcontract with a consultant or contractor and to require the consultant or subcontractor to include this assurance in all subsequent contracts:

The vendor, and its contractors, consultants, agents, or employees agree to comply and require consultants and subcontractors to comply with 49 CFR, Part 20. New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

No funds contracted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies. Section 216.347, Florida Statutes.

None of the funds under this contract will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

If any provision of this contract is held invalid, the remainder of this contract shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

Outreach items cannot be freely distributed to the public without any action on a vendors part. Persons receiving outreach items should interact with the vendor in some manner related to the goal of the contract to receive them. The results of each interactive activity must be reported in the monthly performance report.

For contracts in excess of \$100,000 the vendor and its contractors, consultants, agents, or employees agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), herein incorporated by reference. The vendor shall include this provision in all subcontract awards in excess of \$100,000.

The vendor and its contractors, consultants, agents, or employees agree that the University shall find the vendor and its contractors, consultants, agents, or employees ineligible for future funding for any of the following reasons:

- o Failure to provide the required audits
- o Failure to provide required reports in the required time frame
- o Failure to perform work described in the contract scope of services
- o Providing fraudulent reports or invoices
- o Misuse of materials or equipment provided through this contract

Each vendor and its contractors, consultants, and/or agents, shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the vendor and/or contractor, consultant, or agent and made available for review if requested.

No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this contract, or any project, program, or activity that receives or benefits from this contract. The vendor and its contractors, consultants, agents, or employees agree to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference.

Vendors shall

- (a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract;
- (b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

The vendor and its contractors, consultants, agents, or employees unilaterally agree to comply with all State and Federal Regulations referenced within and pursuant to this contract.

Vendors will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects) 500-065-01 SAFETY 04/17 19
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally funded or not)
- (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38
- (h) Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low income populations); and
- (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

During the performance of this subgrant, the Subrecipient agrees:

- (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time
- (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein
- (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, US DOT or NHTSA
- (d) That, in event a vendor fails to comply with any nondiscrimination provisions in this contract, the University will have the right to impose such contract sanctions as it, the Florida Department of Transportation, or USDOT determine are appropriate, including but not limited to withholding payments to the vendor under the contract/agreement until the vendor complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part
- (e) To insert this clause, including paragraphs "a" through "e", in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this contract

The vendor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. 500-065-01 SAFETY 04/17 20 49. Certification Regarding Federal Lobbying. The vendor certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



High Visibility Enforcement for Pedestrian and Bicycle Safety

Crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of crashes, and the financial impacts and suffering caused by these crashes are significant. As a result, the Florida Department of Transportation (FDOT) is looking to supplement ongoing educational campaigns with high visibility enforcement operations in the most needed locations. FDOT now has funding available for law enforcement agencies to conduct High Visibility Enforcement operations to improve pedestrian and bicyclist safety.

High visibility enforcement funds are intended as a crash mitigation tool. These enforcement activities are designed to target unsafe **behaviors** of all road users, including motorists, pedestrians, and bicyclists. Under no circumstances should specific demographics be singled out or targeted.

The funds may only be used for officer overtime hours spent conducting on-street enforcement operations for the period of July 2020 through May 2021. The funding is not to be used for any of the following: production or printing of materials, training or administration, public or school outreach events, or to duplicate efforts already funded by any other source.

To be eligible for these funds:

- Law Enforcement Agencies must be located in one of the top 25 Florida counties identified as having the greatest representation traffic crashes resulting in pedestrian and bicyclist serious injuries and fatalities: Alachua, Bay, Brevard, Broward, Collier, Duval, Escambia, Hillsborough, Lake, Lee, Leon, Manatee, Marion, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Sarasota, Seminole, St. Lucie, and Volusia.
- Submit a copy of the agency's policy, plan, or procedure for decreasing traffic crashes resulting in injuries or fatalities to pedestrians and bicyclists.

Minimum participation requirements are outlined below. Additional details and guidance will be provided upon receipt of a completed request for funding application.

- Complete the required training prior to enforcement operations beginning (see more details below).
- Conduct repeated overtime enforcement operations focusing on education, using warnings and citations as a last resort, focusing on specific locations and issues identified by crash data.
- Distribute the provided Alert Today, Alive Tomorrow campaign educational materials as a routine component of all enforcement contacts with the public.
- Submit regular invoices and record activity of each completed enforcement operation by location. The program will be administered by a contract with the Institute of Police Technology and Management (IPTM) at the University of North Florida, and regular documentation and evaluation is a primary component of this program.
- Create and distribute at least two press releases during the course of the contract. The first will announce the initiation of high visibility enforcement activities, and the second release must include FDOT approved messaging (provided by the University) to coincide with scheduled messaging campaigns throughout the year (i.e. Florida Bike Month in March). Additional press releases and media involvement are strongly recommended to support the ongoing enforcement initiatives.



Prior to beginning operations, your agency will be required to submit a list of personnel authorized to perform overtime details under the contract. The fully-loaded hourly overtime rate range (including benefits) for each officer must also be submitted. Only hours from officers listed, and between the rates shown on the authorized personnel list, will be eligible for reimbursement. The authorized personnel list may be updated at any time to add officers and update rates after the contract is completed, but no hours may be charged for any individual officer until after the updated personnel list has been submitted for approval showing their billing rate and training has been completed and verified.

Training is mandatory for all officers performing high visibility enforcement. Officers that previously qualified in roll call training videos and quizzes must re-certify through the required 4-hour classroom-based training, *Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices* before participating in FY 20/21.

Any officer that took the required 4-hour classroom-based training prior to June 30, 2019, is required to re-certify through the Online refresher course, *Pedestrian & Bicycle Safety: A Law Enforcement Review* to remain an eligible participant in High Visibility Enforcement Details.

Note: Classroom-based training is provided free of charge through the Institute of Police Technology and Management (IPTM). Please visit <https://www.iptm.org/grant> to see a list of scheduled courses. Officers are not required to be trained before the agency applies. Officers hours for completing the training are reimbursable with an executed contract and who are on overtime status. Reimbursement is limited to just those individuals who will be participating in the education and enforcement details. All other officers who attend the training shall be considered “in kind” on the part of the applicant agency.

The following **optional** training materials were created by the National Highway Traffic Safety Administration (NHTSA). Training is available through the National Law Enforcement Academy Resource Network (NLEARN), which can be accessed for free at the following website: <http://www.iadlest.org/Projects/NLEARN.aspx>. Further details on how to access the training will be provided upon receipt of the agency’s application. Time for completion of these training requirements shall be in-kind.

- “Pedestrian Safety Training for Law Enforcement.” A self-paced, interactive training.
- “Enhancing Bicycle Safety: Law Enforcement’s Role”. A self-paced, interactive training.

Requests for Contract Proposals will continue to be accepted until funds are exhausted. If your agency is interested in conducting high visibility enforcement for pedestrian and bicyclist safety in your community, please submit an online request. To apply, visit www.AlertTodayFlorida.com/HVE. At the very top, complete the “Application for HVE Funding”.

If you have any questions about the application process, please contact Sharon Murchison at sharon.murchison@unf.edu. If you have any questions about the program or FDOT’s Alert Today, Alive Tomorrow campaign for pedestrian and bicyclist safety, please contact Trenda McPherson at 850-414-4025 or Trenda.McPherson@dot.state.fl.us.



August 24th, 2020

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for July 2020 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 July 2020								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 48,776	\$ 40,659	\$ 8,117		\$ 625,765	\$ 615,347	\$ 598,068	\$ 10,418
Cart Fees	\$ 32,031	\$ 38,974	\$ (6,943)		\$ 395,041	\$ 408,986	\$ 377,208	\$ (13,945)
Range	\$ 2,632	\$ 3,500	\$ (868)		\$ 33,643	\$ 33,400	\$ 30,099	\$ 243
Pro- Shop Revenues	\$ 9,173	\$ 5,720	\$ 3,453		\$ 86,489	\$ 70,800	\$ 73,130	\$ 15,689
City Surcharge R/R	\$ 2,649	\$ 3,200	\$ (551)		\$ 31,512	\$ 32,349	\$ 31,259	\$ (837)
Total Revenue	\$ 95,261	\$ 92,053	\$ 3,208		\$ 1,172,450	\$ 1,160,882	\$ 1,109,764	\$ 11,568
Cost of Sales	\$ 3,083	\$ 3,200	\$ (117)		\$ 43,074	\$ 37,728	\$ 36,718	\$ 5,346
Merchandise	\$ 3,083	\$ 3,200	\$ (117)	52%	\$ 43,074	\$ 37,728	\$ 36,718	\$ 5,346
Gross Margin	\$ 92,178	\$ 88,853	\$ 3,325		\$ 1,129,376	\$ 1,123,154	\$ 1,073,046	\$ 6,222
Total Payroll	\$ 64,067	\$ 63,537	\$ 530		\$ 629,520	\$ 630,434	\$ 534,979	\$ (914)
Total Operating Expenses	\$ 47,093	\$ 45,398	\$ 1,695		\$ 463,810	\$ 491,650	\$ 451,756	\$ (27,840)
EBITDA	\$ (18,981)	\$ (20,082)	\$ 1,101		\$ 36,046	\$ 1,070	\$ 86,312	\$ 34,976
Other Expenses	\$ 6,159	\$ 6,159	\$ -		\$ 61,580	\$ 61,585	\$ 60,392	\$ (5)
Management Fee	\$ 6,063	\$ 6,063	\$ -		\$ 60,625	\$ 60,630	\$ 59,437	\$ (5)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 955	\$ 955	\$ 955	\$ -
Net Cash From Ops	\$ (25,140)	\$ (26,241)	\$ 1,101		\$ (25,534)	\$ (60,515)	\$ 25,920	\$ 34,981
Rounds								
Total Rounds	3,525	3,778	(253)		39,532	39,176	38,538	356
Paid Rounds	3,071	3,124	(53)		33,840	33,028	32,221	812
Avg. GF/CF Total rounds	\$22.92	\$21.08	\$ 1.85		\$25.82	\$26.15	\$25.31	\$ (0.32)
Avg. GF/CF Paid rounds	\$26.31	\$25.49	\$ 0.82		\$30.17	\$31.01	\$30.27	\$ (0.85)
Avg. Merchandise/round	\$2.60	\$1.51	\$ 1.09		\$2.19	\$1.81	\$1.90	\$ 0.38

Overview:

- Overall golf revenues for July finished 3% higher than the projected budget for the month. This was accomplished due to improved course conditions even though we experienced multiple days of thunderstorms and cart path restrictions for over 10 days. The range revenues were lower to the budget & Pro Shop revenues were higher to the budget.
- Total payroll for the month was equal to the projected budget even with the extra staffing required to maintain CDC guidelines for the clubhouse and outside services. The entire team has been working diligently to maintain the continuity for our guests.
- Our operating expenses finished slightly higher than the budgeted amount due to the timing of invoices for fertilizers and herbicides.
- The month of July is the tenth month in our fiscal year 2019-2020. Year to Date revenues are slightly higher than projected with retail sales being higher at this time. The payroll expenses are equal to the budget and operating expenses are lower than projected.
- The Covid-19 Pandemic continues to cause multiple cancellations and rescheduling of tournaments/groups/events.

R&R Projects:

- There were no projects for the month of July 2020.

Tee Sheet Activity:

- There were 3,525 total rounds for the month which included 3,071 paid rounds, 238 Annual with Cypress Pass member rounds and 216 other rounds. The round type for the month included 2,339 eighteen hole rounds and 959 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.

July 2020 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3071	3124	2709	33840	32221
Annual	238	486	301	3426	4028
Other rounds	216	168	294	2266	2289
Total Rounds	3525	3778	3304	39532	38538

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

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head.
- Expenses for the month were slightly higher than projected due to the timing of invoices. The maintenance team applied an application of post-emergent weed control on problematic areas. Continuing process of controlling the mole cricket population is performed on a weekly basis. We continue to top dress and verticut the greens on a regular basis to reduce thatch and grain to improve the putting surface.
- We have been approved to move forward with the repairs of the existing Irrigation control boxes which will begin in September.
- Unfortunately, during the month of July we were struck by lightning on several occasions which damaged multiple computers and the irrigation controller in the cart barn.

- We will be performing an aerification of the greens and tee box complexes during the month of August to relieve compaction and help prepare the greens for the winter season.

Golf Shop/Carts

- Due to an increase in sales we have begun the process of ordering supplies and merchandise for the pro-shop. There was \$1,045.00 in gift card sales purchased for the month with \$9,173.00 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. Due to the current Pandemic guidelines we have been issuing individual carts for players which will greatly affect the battery life of our fleet. Following the CDC guidelines we have instituted a complete disinfecting regimen for the daily cleaning process of the fleet.
- The staff at Cypress Head Golf Course will continue to offer individual lessons following the guidelines established by the National Golf Foundation during the current Pandemic.
- We offered a session of Junior Summer golf camp during July. The camp was well attended and we continue to monitor the current guidelines for all groups and clinics.
- The MGA and the WGA have continued their league play for the month of July, following CDC guidelines of six foot social distancing.

Marketing and Sales:

- We are continuing our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to be active members of the Port Orange South Daytona Chamber of Commerce, keeping us informed regarding the challenges of the business and local community.

- We continue to maintain our database of emails with approximately 10,200 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.
- Due to the Pandemic, multiple groups have cancelled or re-scheduled for the month of July.

Summary Report

Report run: 8/7/2020 3:58 PM MDT

Data current as of: 8/7/2020 3:56 PM MDT

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	7/1/20 - 7/31/20
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	90.6	9.2	9.6	8.3	9.6	32
Cypress Head Golf Club	90.6	9.2	9.6	8.3	9.6	32

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- Course summary report for July showed an overall rating for the golf course of 9.2 with a course rating of 8.3 and our service rating is at 9.6.
- In addition to the report above, we have also started using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.

PLATFORM

Golf Club at Cypress Head

July 2020



RATINGS & REVIEWS

Your course's overall score on GolfAdvisor.com

	TOTAL REVIEWS	AVERAGE SCORE	% RECOMMENDED
All Time	421	4.1	91.8%

YOUR COURSE REVIEWS



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

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.



Insights:

- Due to the Pandemic we will continue to follow guidelines established by the CDC as well as relying on the resources from Kemper Sports management and the City of Port Orange. This process will remain in effect until further instructions are received.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2020

	<u>07/31/20</u>	<u>09/30/19</u>	<u>07/31/19</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	89,749	108,108	55,246
Cash - Payroll	28,941	23,753	24,935
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>120,040</u>	<u>133,211</u>	<u>81,531</u>
Accounts Receivable			
A/R Member	1,144	63,969	888
Total Accounts Receivable	<u>1,144</u>	<u>63,969</u>	<u>888</u>
Other Current Assets			
Inventory - Merchandise	19,338	17,540	20,781
Prepaid Insurance	25,968	22,367	16,360
Prepaid Exp - Other	16,292	7,036	12,135
Total Other Current Assets	<u>61,598</u>	<u>46,943</u>	<u>49,276</u>
TOTAL CURRENT ASSETS	<u>182,782</u>	<u>244,123</u>	<u>131,694</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(28,631)	(27,676)	(27,485)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>7,517</u>	<u>8,472</u>	<u>8,663</u>
TOTAL ASSETS	<u><u>190,300</u></u>	<u><u>252,595</u></u>	<u><u>140,358</u></u>

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2020

	<u>07/31/20</u>	<u>09/30/19</u>	<u>07/31/19</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	44,521	43,781	16,368
Accts Pay - Other	63,494	(49,825)	22,605
Accrued Expenses	735	1,322	1,652
Accrued Payroll	31,674	34,325	27,179
Accrued Taxes	5,385	4,061	4,416
Deferred Revenue	70,027	218,932	70,660
TOTAL CURRENT LIABILITIES	<u>215,836</u>	<u>252,596</u>	<u>142,880</u>
 TOTAL LIABILITIES	 <u>215,836</u>	 <u>252,596</u>	 <u>142,880</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(25,536)</u>	<u>(1)</u>	<u>(2,522)</u>
Net Retained Earnings	<u>(25,536)</u>	<u>(1)</u>	<u>(2,522)</u>
Stockholders Equity	<u>(25,536)</u>	<u>(1)</u>	<u>(2,522)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(25,536)</u>	<u>(1)</u>	<u>(2,522)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>190,300</u></u>	 <u><u>252,595</u></u>	 <u><u>140,358</u></u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Ten Months Ending July 31, 2020

	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	70,217	974,805	1,093,390	89%	80,807	1,020,518	1,180,853	86%
Merchandise	5,658	59,146	66,908	88%	5,899	69,298	68,150	102%
Other Pro Shop	1,500	13,984	17,074	82%	3,274	17,191	13,290	129%
Range	2,440	30,099	33,793	89%	2,632	33,643	40,400	83%
Other Operating Revenues	2,524	31,259	35,393	88%	2,649	31,512	37,149	85%
Other G&A Income		472	1,221	39%		288	475	61%
TOTAL REVENUE	82,339	1,109,765	1,247,778	89%	95,262	1,172,449	1,340,317	87%
COST OF SALES								
Merchandise	3,552	36,718	41,007	90%	3,083	43,074	43,616	99%
TOTAL COGS	3,552	36,718	41,007	90%	3,083	43,074	43,616	99%
COGS - Merchandise %	62.8%	62.1%	61.3%	101.3%	52.3%	62.2%	64.0%	97.1%
PAYROLL								
Course and Grounds	26,225	246,050	306,708	80%	33,710	314,448	388,332	81%
Carts, Range, Starters, Etc.	7,874	76,587	90,168	85%	7,934	73,240	87,497	84%
Pro Shop	6,164	48,756	58,139	84%	4,852	58,071	54,846	106%
General and Administrative	14,077	119,253	147,486	81%	13,537	140,445	172,779	81%
Marketing	4,252	44,333	52,772	84%	4,034	43,315	52,291	83%
TOTAL PAYROLL	58,592	534,979	655,273	82%	64,067	629,520	755,745	83%
OPERATING EXPENSES								
Course and Grounds	12,493	177,194	234,621	76%	19,279	200,941	244,462	82%
Carts, Range, Starters, Etc.	7,561	76,832	91,634	84%	6,739	62,746	92,794	68%
Pro Shop	1,111	6,792	7,514	90%	568	8,042	6,675	120%
General and Administrative	17,902	175,801	215,641	82%	18,567	179,367	224,425	80%
Marketing	794	15,138	17,847	85%	1,940	12,714	23,290	55%
TOTAL OPERATING EXPENSES	39,861	451,756	567,257	80%	47,093	463,810	591,646	78%
TOTAL EXPENSES	102,005	1,023,453	1,263,537	81%	114,243	1,136,404	1,391,007	82%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,944)	(59,437)	(71,324)	83%	(6,063)	(60,625)	(72,756)	83%
Depreciation & Amortization	(96)	(955)	(1,146)	83%	(96)	(955)	(1,146)	83%
TOTAL OTHER INCOME (EXPENSE)	(6,039)	(60,392)	(72,470)	83%	(6,158)	(61,581)	(73,902)	83%
NET INCOME	(25,705)	25,920	(88,229)	-29%	(25,139)	(25,535)	(124,593)	20%
Paid Rounds	2,709	32,221			3,071	33,840	38,181	89%
Annual Pass Rounds	301	4,028			238	3,426	5,379	64%
Other Rounds	294	2,289			216	2,266	1,970	115%
Total Rounds	3,304	38,538			3,525	39,532	45,530	87%
Revenue/Paid Rounds	30	34			31	35	35	99%
Revenue/Total Rounds	25	29			27	30	29	101%

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended July 31, 2020

	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	(38,786)	(1,630)	(10,531)	25,776	28,490	66,039	4,607	3,063	(22,000)	(18,981)	0	0	36,046
Management Fee Expense	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	0	0	(60,625)
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0	(955)
Net Income	(44,944)	(7,788)	(16,689)	19,618	22,332	59,881	(1,552)	(3,095)	(28,158)	(25,139)	0	0	(25,535)
Working Capital Changes													
Inventory	(2,630)	(8,539)	2,351	(582)	(3,359)	(1,181)	5,210	3,007	1,347	2,578	0	0	(1,799)
Receivables	57,840	(2,073)	2,443	4,524	(2,743)	1,633	804	1,166	0	(768)	0	0	62,825
Prepaid Expenses	(19,667)	5,723	4,137	415	14,385	(8,000)	6,423	7,467	(20,087)	(3,853)	0	0	(12,857)
Payables	7,549	37,496	(40,329)	(8,196)	28,205	(8,221)	(2,728)	(31,084)	28,551	(10,504)	0	0	740
Due to from the City	(1,013)	386	(160)	45,412	11,083	(4,487)	12,162	13,136	(31,123)	67,924	0	0	113,319
Accrued Expenses	3,639	(17,230)	2,206	13,662	2,084	21,728	12,721	(9,638)	(36,243)	5,156	0	0	(1,915)
Deferred Revenues	(28,829)	(18,971)	(4,837)	(13,610)	(9,164)	(18,576)	(16,095)	(14,415)	(10,305)	(14,102)	0	0	(148,905)
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	0	0	955
Operating Cash Flow	(27,959)	(10,901)	(50,783)	61,339	62,917	42,874	17,041	(33,361)	(95,923)	21,587	0	0	(13,171)
Investing Activities													
Financing Activities													
Net Cash Flows	(27,959)	(10,901)	(50,783)	61,339	62,917	42,874	17,041	(33,361)	(95,923)	21,587	0	0	(13,171)
Beginning Cash	133,211	105,251	94,350	43,567	104,906	167,823	210,697	227,738	194,376	98,454	120,040	89,014	1,589,426
Net Cash Flows	(27,959)	(10,901)	(50,783)	61,339	62,917	42,874	17,041	(33,361)	(95,923)	21,587	0	0	(13,171)
Ending Cash	105,251	94,350	43,567	104,906	167,823	210,697	227,738	194,376	98,454	120,040	120,040	89,014	1,576,256

**The Golf Club at Cypress Head
Course Cash Flow Report
July 31, 2020**

	<u>July</u>	<u>YTD</u>
EBITDA	(\$18,981.19)	\$36,045.57
Management Fee Expense	(6,062.53)	(60,625.30)
Depreciation & Amortization	<u>(95.53)</u>	<u>(955.30)</u>
Net Income	(25,139.25)	(25,535.03)
Working Capital Changes		
Inventory	2,577.56	(1,798.69)
Receivables	(768.08)	62,825.09
Payables	(10,504.04)	740.08
Due to from the City	67,923.77	113,319.04
Prepays	(3,652.65)	(12,856.61)
Accrued Liabilities	5,156.10	(1,914.89)
Other Liabilities	(14,102.40)	(148,904.81)
Depreciation & Amortization	<u>95.53</u>	<u>955.30</u>
Operating Cash Flow	21,586.54	(13,170.52)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>21,586.54</u>	<u>(13,170.52)</u>
Beginning Cash	98,453.65	133,210.71
Net Cash Flows	<u>21,586.54</u>	<u>(13,170.52)</u>
Ending Cash	<u>120,040.19</u>	<u>120,040.19</u>

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2020

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												
48,776	40,659	120%	41,533	117%	Green Fees	625,477	614,872	102%	597,596	105%	703,655	693,706
32,031	38,974	82%	28,684	112%	Cart Fee	395,041	408,986	97%	377,208	105%	477,197	445,397
0	20	0%	0	0%	Handicap Fee	4,234	4,320	98%	4,245	100%	4,360	4,397
2,974	500	595%	1,210	246%	Lessons	10,467	4,950	211%	6,889	152%	5,650	12,994
300	200	150%	290	103%	Rental Clubs	2,490	2,580	97%	2,850	87%	3,280	2,890
5,899	5,000	118%	5,658	104%	Retail	69,298	58,950	118%	59,146	117%	68,150	77,060
2,632	3,500	75%	2,440	108%	Range	33,643	33,400	101%	30,099	112%	40,400	37,337
2,649	3,200	83%	2,524	105%	City Surcharge R & R	31,512	32,349	97%	31,259	101%	37,149	35,645
0	0	0%	0	0%	Miscellaneous G&A	288	475	61%	472	61%	475	1,037
95,262	92,053	103%	82,339	116%	Total Revenues	1,172,449	1,160,882	101%	1,109,765	106%	1,340,317	1,310,463
COST OF GOODS SOLD												
3,083	3,200	96%	3,552	87%	COGS - Merchandise	43,074	37,728	114%	36,718	117%	43,616	47,363
3,083	3,200	96%	3,552	87%	Total COGS	43,074	37,728	114%	36,718	117%	43,616	47,363
92,179	88,853	104%	78,787	117%	GROSS MARGIN	1,129,375	1,123,154	101%	1,073,047	105%	1,296,701	1,263,099
52.26%	64.00%	81.66%	62.78%	83.25%	COGS - Merchandise %	62.16%	64.00%	97.12%	62.08%	100.13%	64.00%	727.57%
PAYROLL												
22,442	24,411	92%	20,946	107%	Gross Payroll - Salaried	230,358	244,713	94%	190,210	121%	293,536	283,311
32,106	28,373	113%	28,178	114%	Gross Payroll - Hourly	290,504	279,573	104%	252,141	115%	334,824	338,765
54,548	52,784	103%	49,124	111%	S/T Wages	520,862	524,287	99%	442,351	118%	628,360	622,076
4,019	4,038	100%	3,560	113%	Payroll Tax - FICA	37,729	40,108	94%	31,856	118%	48,069	44,943
116	249	47%	162	72%	Payroll Tax - UC	2,312	3,439	67%	2,250	103%	3,811	2,733
956	953	100%	856	111%	Payroll Tax - WC	10,012	9,245	108%	7,720	130%	11,125	11,698
4,427	5,512	80%	4,689	91%	Benefits	58,605	53,356	110%	50,803	115%	64,380	68,364
9,519	10,752	89%	9,469	101%	S/T Adders	108,658	106,148	102%	92,628	117%	127,385	127,738
64,067	63,537	101%	58,592	109%	TOTAL PAYROLL	629,520	630,434	100%	534,979	118%	755,745	749,814
OPERATING EXPENSES												
0	100	0%	5	0%	Cart Supplies	1,033	1,400	74%	927	111%	1,600	1,270
269	250	108%	709	38%	Chemicals	2,732	1,714	159%	2,254	124%	2,264	3,286
116	150	77%	16	735%	Course Accessories	1,054	2,140	49%	1,625	65%	2,640	1,904
3,072	2,600	118%	373	823%	Fertilizer	36,667	27,800	132%	23,816	154%	32,100	48,965
0	250	0%	0	0%	Flowers/Decor	0	750	0%	0	0%	1,000	0
998	1,100	91%	1,203	83%	Fuel	7,909	11,050	72%	9,184	86%	13,350	10,296
0	250	0%	693	0%	Fungicides	1,418	2,300	62%	1,418	100%	3,300	4,728
804	1,600	50%	1,265	64%	Herbicides	21,738	14,350	151%	10,410	209%	19,400	28,667
1,220	1,000	122%	276	442%	Insecticides	5,495	12,950	42%	9,897	56%	15,550	6,217
323	450	72%	788	41%	Janitorial Supplies	4,189	5,140	81%	5,176	81%	6,040	5,043
27	0	0%	0	0%	Laundry/Uniforms	2,128	600	355%	617	345%	1,600	2,336
166	350	47%	231	72%	Office Supplies	4,419	3,500	126%	3,406	130%	4,250	5,154
0	0	0%	0	0%	Range Balls	1,325	2,800	47%	2,650	50%	2,800	1,325
0	100	0%	396	0%	Range Equipment	2,101	1,400	150%	2,169	97%	1,600	2,354
0	0	0%	0	0%	Range Expenses	391	0	0%	0	0%	0	391
1,440	1,000	144%	0	0%	Sand/Topdress	6,048	9,100	66%	6,721	90%	13,200	11,719
650	0	0%	850	76%	Seeds/Trees	7,381	11,450	64%	13,020	57%	12,150	7,381
0	0	0%	0	0%	Small Tools	1,129	1,200	94%	367	308%	1,300	1,215
0	150	0%	0	0%	Staff/Volunteer Uniforms	0	950	0%	0	0%	950	0
0	0	0%	653	0%	Supplies	1,700	700	243%	1,538	111%	1,000	1,700
17	50	34%	(117)	-14%	Tournament Expense	229	500	46%	345	66%	600	720
1,799	250	720%	121	1481%	Alarm System	4,129	2,500	165%	2,998	138%	3,000	5,555
32	100	32%	0	0%	Cart Repairs	275	500	55%	248	111%	600	275
1,967	250	787%	54	3663%	Computer Service	6,441	6,000	107%	231	2789%	6,500	6,863
812	825	98%	812	100%	Contract Cleaning	8,525	8,250	103%	8,120	105%	9,900	10,149
9	0	0%	0	0%	Guest Relations	9	0	0%	135	7%	0	9
448	0	0%	442	101%	Handicap Expense	4,400	4,150	106%	4,323	102%	4,375	4,400
802	900	89%	1,458	55%	Irrigation	10,794	6,400	169%	4,661	232%	7,900	13,038
14	0	0%	30	45%	Lesson Expense	46	75	62%	49	94%	150	46
1,568	1,900	83%	2,674	59%	Repair & Maint - Equipment	16,778	17,100	98%	16,153	104%	20,700	19,467
633	450	141%	223	284%	Repair & Maint - Building	7,996	4,450	180%	3,624	221%	5,350	11,252
5,765	6,225	93%	6,225	93%	Cart Lease	48,157	62,245	77%	61,396	78%	74,694	60,606
6,398	5,356	119%	5,356	119%	Equipment Lease	50,882	53,557	95%	54,406	94%	64,268	61,593
176	188	94%	176	100%	Off-Site Storage	1,760	1,880	94%	1,760	100%	2,256	2,112
1,173	1,200	98%	1,195	98%	Utilities - Electric	11,349	11,490	99%	11,576	98%	13,890	13,738
3,104	3,700	84%	3,208	97%	Utilities - Other	33,427	34,700	96%	34,965	96%	41,800	40,716
382	290	132%	10	3644%	Utilities - Telephone/Fax	3,153	3,350	94%	2,534	124%	4,080	3,918
189	250	75%	196	95%	Utilities - Water	2,044	2,500	82%	2,201	93%	3,000	2,444
1,940	2,000	97%	794	244%	Advertising & Promotion	12,714	16,550	77%	14,999	85%	23,150	15,423
312	300	104%	248	126%	Bank Charges	3,446	3,000	115%	4,832	71%	3,600	4,096
(20)	0	0%	124	-16%	Cash Short/(Over)	(400)	0	0%	(492)	81%	0	(575)
200	250	80%	150	133%	Cell Phone	2,000	2,500	80%	1,850	108%	3,000	2,450

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2020

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
2,649	3,200	83%	2,524	105%	City Surcharge R & R	31,512	32,349	97%	31,259	101%	37,149	35,645
1,735	2,000	87%	1,216	143%	Credit Card Discounts	23,256	24,100	96%	20,216	115%	28,100	25,810
(10)	0	0%	0	0%	Donations	144	0	0%	(100)	-144%	0	681
0	0	0%	0	0%	Dues & Subscriptions	891	960	93%	894	100%	1,060	911
0	0	0%	0	0%	Education & Training	1,400	0	0%	0	0%	0	2,110
(65)	95	-68%	(5)	1201%	Employee Relations	976	1,625	60%	(1,193)	-82%	1,815	1,065
58	30	193%	355	16%	Employee Testing	246	300	82%	510	48%	360	329
5,350	4,450	120%	4,525	118%	Insurance Expense	47,158	44,500	106%	43,409	109%	53,700	56,664
0	40	0%	(500)	0%	Member Relations	150	2,240	7%	715	21%	2,320	175
34	0	0%	0	0%	Messenger Service - Fedex	631	0	0%	73	863%	0	631
0	0	0%	0	0%	Miscellaneous	(9)	0	0%	20	-47%	0	(9)
0	0	0%	0	0%	O/S - Accounting	6,875	9,900	69%	9,690	71%	9,900	12,875
0	0	0%	0	0%	O/S - Other	4,300	8,150	53%	7,787	55%	10,150	8,250
355	500	71%	(43)	-822%	Payroll Processing Fee	3,912	5,100	77%	4,689	83%	6,100	4,679
98	100	98%	126	78%	Postage/Shipping	819	1,125	73%	1,256	65%	1,475	1,081
45	0	0%	45	100%	Tax/Licenses/Fees	475	0	0%	(215)	-221%	0	415
40	100	40%	56	71%	Travel - Meals	1,341	2,400	56%	2,705	50%	2,600	1,453
0	1,050	0%	726	0%	Travel - Other	2,709	5,910	46%	3,933	69%	8,010	4,288
0	0	0%	0	0%	Employee Meals	13	0	0%	0	0%	0	13
47,093	45,398	104%	39,861	118%	TOTAL OPERATING EXPENSES	463,810	491,650	94%	451,756	103%	591,646	579,311
(18,981)	(20,082)	95%	(19,666)	97%	EBITDA	36,046	1,070	3368%	86,312	42%	(50,690)	(66,025)
6,063	6,063	100%	5,944	102%	Management Fee	60,625	60,630	100%	59,437	102%	72,756	72,513
6,063	6,063	100%	5,944	102%	Management Fees	60,625	60,630	100%	59,437	102%	72,756	72,513
23	23	100%	23	100%	Deprec - Mach & Equip	231	231	100%	231	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	724	724	100%	724	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	955	955	100%	955	100%	1,146	1,146
(25,139)	(26,241)	96%	(25,705)	98%	NET INCOME	(25,535)	(60,515)	42%	25,920	-99%	(124,593)	(139,684)

The Golf Club at Cypress Head
Course & Grounds
For the Ten Months Ending July 31, 2020

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												
48,776	40,659	120%	41,533	117%	Green Fees	625,477	614,872	102%	597,596	105%	703,655	693,706
2,649	3,200	83%	2,524	105%	City Surcharge R & R	31,512	32,349	97%	31,259	101%	37,149	35,645
51,425	43,859	117%	44,057	117%	Total Revenues	656,989	647,221	102%	628,856	104%	740,804	729,351
51,425	43,859	117%	44,057	117%	GROSS MARGIN	656,989	647,221	102%	628,856	104%	740,804	729,351
PAYROLL												
8,819	10,916	81%	7,088	124%	Gross Payroll - Salaried	93,201	109,160	85%	71,453	130%	130,992	117,658
20,936	16,446	127%	14,728	142%	Gross Payroll - Hourly	169,911	161,276	105%	130,745	130%	193,638	196,202
29,754	27,362	109%	21,816	136%	S/T Wages	263,112	270,436	97%	202,197	130%	324,630	313,860
2,221	2,093	106%	1,551	143%	Payroll Tax - FICA	19,060	20,688	92%	14,232	134%	24,834	22,563
29	112	26%	43	68%	Payroll Tax - UC	1,015	1,635	62%	913	111%	1,767	1,221
476	494	96%	353	135%	Payroll Tax - WC	4,899	4,768	103%	3,451	142%	5,747	5,747
1,230	2,687	46%	2,461	50%	Benefits	26,362	25,981	101%	25,257	104%	31,354	31,715
3,956	5,385	73%	4,409	90%	S/T Adders	51,336	53,073	97%	43,852	117%	63,702	61,247
33,710	32,747	103%	26,225	129%	TOTAL PAYROLL	314,448	323,509	97%	246,050	128%	388,332	375,107
OPERATING EXPENSES												
269	250	108%	709	38%	Chemicals	2,732	1,714	159%	2,254	121%	2,264	3,286
116	150	77%	16	735%	Course Accessories	1,054	2,140	49%	1,625	65%	2,640	1,904
3,072	2,600	118%	373	823%	Fertilizer	36,667	27,800	132%	23,816	154%	32,100	48,965
0	250	0%	0	0%	Flowers/Decor	0	750	0%	0	0%	1,000	0
998	1,100	91%	1,203	83%	Fuel	7,909	11,050	72%	9,184	86%	13,350	10,296
0	250	0%	693	0%	Fungicides	1,418	2,300	62%	1,418	100%	3,300	4,728
804	1,600	50%	1,265	64%	Herbicides	21,738	14,350	151%	10,410	209%	19,400	28,667
1,220	1,000	122%	276	442%	Insecticides	5,495	12,950	42%	9,897	56%	15,550	6,217
1,440	1,000	144%	0	0%	Sand/Topdress	6,048	9,100	66%	6,721	90%	13,200	11,719
650	0	0%	850	76%	Seeds/Trees	7,381	11,450	64%	11,370	65%	12,150	9,031
0	0	0%	0	0%	Small Tools	1,129	1,200	94%	367	308%	1,300	1,215
0	150	0%	0	0%	Staff/Volunteer Uniforms	0	950	0%	0	0%	950	0
802	900	89%	1,458	55%	Irrigation	10,794	6,400	169%	4,661	232%	7,900	13,038
1,568	1,500	105%	2,674	59%	Repair & Maint - Equipment	15,354	15,000	102%	14,655	105%	18,000	18,043
161	100	161%	0	0%	Repair & Maint - Building	4,643	1,000	464%	0	0%	1,200	4,649
6,398	5,356	119%	0	0%	Equipment Lease	50,882	53,557	95%	49,050	104%	64,268	61,593
231	300	77%	260	89%	Utilities - Electric	1,914	2,190	87%	2,172	88%	2,790	2,440
1,039	1,400	74%	1,285	81%	Utilities - Other	16,257	14,400	113%	15,469	105%	17,200	19,176
171	140	122%	153	111%	Utilities - Telephone/Fax	1,369	1,400	98%	863	159%	1,680	1,687
189	250	75%	196	96%	Utilities - Water	2,044	2,500	82%	2,201	93%	3,000	2,444
0	0	0%	0	0%	Education & Training	400	0	0%	0	0%	0	1,110
96	20	479%	0	0%	Employee Relations	200	200	100%	80	250%	240	200
58	30	193%	355	16%	Employee Testing	246	300	82%	510	48%	360	329
0	0	0%	0	0%	O/S - Other	4,300	8,150	53%	7,787	55%	10,150	8,250
0	0	0%	0	0%	Tax/Licenses/Fees	700	0	0%	0	0%	0	700
0	50	0%	726	0%	Travel - Other	268	370	72%	1,033	26%	470	331
19,279	18,396	105%	12,493	154%	TOTAL OPERATING EXPENSES	200,941	201,221	100%	175,544	114%	244,462	260,018
(1,564)	(7,284)	21%	5,339	-29%	EBITDA	141,600	122,491	116%	207,262	68%	108,010	94,226
(1,564)	(7,284)	21%	5,339	-29%	NET INCOME	141,600	122,491	116%	207,262	68%	108,010	94,226

The Golf Club at Cypress Head
Maintenance
For the Ten Months Ending July 31, 2020

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%	OPERATING EXPENSES	0	0	0%	1,650	0%	0	(1,650)
0	0	0%	0	0%	Seeds/Trees	0	0	0%	1,650	0%	0	(1,650)
0	0	0%	0	0%	TOTAL OPERATING EXPENSES	0	0	0%	(1,650)	0%	0	1,650
0	0	0%	0	0%	EBITDA	0	0	0%	(1,650)	0%	0	1,650
0	0	0%	0	0%	NET INCOME	0	0	0%	(1,650)	0%	0	1,650

The Golf Club at Cypress Head
Carts
For the Ten Months Ending July 31, 2020

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
32,031	38,974	82%	28,684	112%	REVENUES							
32,031	38,974	82%	28,684	112%	Cart Fee	395,041	408,986	97%	377,208	105%	477,197	445,397
32,031	38,974	82%	28,684	112%	Total Revenues	395,041	408,986	97%	377,208	105%	477,197	445,397
32,031	38,974	82%	28,684	112%	GROSS MARGIN	395,041	408,986	97%	377,208	105%	477,197	445,397
7,159	6,648	108%	7,089	101%	PAYROLL							
7,159	6,648	108%	7,089	101%	Gross Payroll - Hourly	66,082	66,530	99%	69,030	96%	79,032	78,294
					S/T Wages	66,082	66,530	99%	69,030	96%	79,032	78,294
574	509	113%	583	99%	Payroll Tax - FICA	5,219	5,090	103%	5,520	95%	6,046	6,213
69	81	85%	80	86%	Payroll Tax - UC	608	797	76%	751	81%	940	772
127	120	106%	114	111%	Payroll Tax - WC	1,249	1,174	106%	1,207	103%	1,400	1,460
5	7	70%	8	57%	Benefits	81	67	122%	79	102%	80	81
774	716	108%	785	99%	S/T Adders	7,157	7,127	100%	7,557	95%	8,465	8,527
7,934	7,364	108%	7,874	101%	TOTAL PAYROLL	73,240	73,657	99%	76,587	96%	87,497	86,821
0	100	0%	5	0%	OPERATING EXPENSES							
0	0	0%	0	0%	Cart Supplies	1,033	1,400	74%	927	111%	1,600	1,270
32	100	32%	0	0%	Supplies	0	0	0%	17	0%	0	0
5,765	6,225	93%	6,225	93%	Cart Repairs	275	500	55%	248	111%	600	275
942	900	105%	935	101%	Cart Lease	48,157	62,245	77%	61,396	78%	74,694	60,606
6,739	7,325	92%	7,165	94%	Utilities - Electric	9,435	9,300	101%	9,404	100%	11,100	11,298
17,359	24,285	71%	13,646	127%	TOTAL OPERATING EXPENSES	58,899	73,445	80%	71,992	82%	87,994	73,448
17,359	24,285	71%	13,646	127%	EBITDA	262,902	261,884	100%	228,630	115%	301,706	285,128
17,359	24,285	71%	13,646	127%	NET INCOME	262,902	261,884	100%	228,630	115%	301,706	285,128

The Golf Club at Cypress Head
Range
For the Ten Months Ending July 31, 2020

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,632	3,500	75%	2,440	108%	REVENUES							
2,632	3,500	75%	2,440	108%	Range	33,643	33,400	101%	30,099	112%	40,400	37,337
2,632	3,500	75%	2,440	108%	Total Revenues	33,643	33,400	101%	30,099	112%	40,400	37,337
2,632	3,500	75%	2,440	108%	GROSS MARGIN	33,643	33,400	101%	30,099	112%	40,400	37,337
0	0	0%	0	0%	OPERATING EXPENSES							
0	100	0%	396	0%	Range Balls	1,325	2,800	47%	2,650	50%	2,800	1,325
0	0	0%	0	0%	Range Equipment	2,101	1,400	150%	2,169	97%	1,600	2,354
0	0	0%	0	0%	Range Expenses	391	0	0%	0	0%	0	391
0	300	0%	0	0%	Repair & Maint - Equipment	30	400	7%	21	143%	400	30
0	400	0%	396	0%	TOTAL OPERATING EXPENSES	3,847	4,600	84%	4,840	79%	4,800	4,100
2,632	3,100	85%	2,044	129%	EBITDA	29,796	28,800	103%	25,259	118%	35,600	33,237
2,632	3,100	85%	2,044	129%	NET INCOME	29,796	28,800	103%	25,259	118%	35,600	33,237

The Golf Club at Cypress Head
Golf Shop
For the Ten Months Ending July 31, 2020

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	20	0%	0	0%	Handicap Fee	4,234	4,320	98%	4,245	100%	4,360	4,397
2,974	500	595%	1,210	246%	Lessons	10,467	4,950	211%	6,889	152%	5,650	12,994
300	200	150%	290	103%	Rental Clubs	2,490	2,580	97%	2,850	87%	3,280	2,890
5,899	5,000	118%	5,658	104%	Retail	69,298	58,950	118%	59,146	117%	68,150	77,060
9,173	5,720	160%	7,158	128%	Total Revenues	86,489	70,800	122%	73,130	118%	81,440	97,340
COST OF GOODS SOLD												
3,083	3,200	96%	3,552	87%	COGS - Merchandise	43,074	37,728	114%	36,718	117%	43,616	47,363
3,083	3,200	96%	3,552	87%	Total COGS	43,074	37,728	114%	36,718	117%	43,616	47,363
6,090	2,520	242%	3,606	169%	GROSS MARGIN	43,415	33,072	131%	36,412	119%	37,824	49,977
52.26%	64.00%	81.66%	62.78%	83.25%	COGS - Merchandise %	62.16%	64.00%	97.12%	62.08%	100.13%	64.00%	727.57%
PAYROLL												
3,972	4,216	94%	5,600	71%	Gross Payroll - Hourly	48,923	41,344	118%	44,201	111%	49,640	57,447
3,972	4,216	94%	5,600	71%	S/T Wages	48,923	41,344	118%	44,201	111%	49,640	57,447
292	323	90%	438	67%	Payroll Tax - FICA	3,684	3,163	116%	3,440	107%	3,797	4,380
18	41	45%	29	62%	Payroll Tax - UC	350	454	77%	338	103%	530	388
106	76	139%	96	111%	Payroll Tax - WC	968	729	133%	777	125%	879	1,092
464	0	0%	0	0%	Benefits	4,147	0	0%	0	0%	0	4,147
880	439	200%	563	156%	S/T Adders	9,148	4,345	211%	4,555	201%	5,206	10,007
4,852	4,655	104%	6,164	79%	TOTAL PAYROLL	58,071	45,689	127%	48,756	119%	54,846	67,454
OPERATING EXPENSES												
89	0	0%	16	550%	Office Supplies	1,123	250	449%	236	477%	300	1,355
0	0	0%	653	0%	Supplies	1,700	700	243%	1,521	112%	1,000	1,700
17	50	34%	(117)	-14%	Tournament Expense	229	500	46%	345	66%	600	720
448	0	0%	442	101%	Handicap Expense	4,400	4,150	106%	4,323	102%	4,375	4,400
14	0	0%	30	45%	Lesson Expense	46	75	62%	49	94%	150	46
0	0	0%	88	0%	Repair & Maint - Building	543	250	217%	318	171%	250	543
0	0	0%	0	0%	Cash Short/(Over)	(1)	0	0%	0	0%	0	(1)
568	50	1136%	1,111	51%	TOTAL OPERATING EXPENSES	8,042	5,925	136%	6,792	118%	6,675	8,764
670	(2,185)	-31%	(3,669)	-18%	EBITDA	(22,698)	(18,542)	122%	(19,135)	119%	(23,697)	(26,242)
670	(2,185)	-31%	(3,669)	-18%	NET INCOME	(22,698)	(18,542)	122%	(19,135)	119%	(23,697)	(26,242)

The Golf Club at Cypress Head
G & A
For the Ten Months Ending July 31, 2020

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
0	0	0%	0	0%	Miscellaneous G&A	288	475	61%	472	61%	475	1,037
0	0	0%	0	0%	Total Revenues	288	475	61%	472	61%	475	1,037
0	0	0%	0	0%	GROSS MARGIN	288	475	61%	472	61%	475	1,037
PAYROLL												
10,381	10,043	103%	10,341	100%	Gross Payroll - Salaried	102,322	100,433	102%	82,513	124%	120,520	123,837
39	1,063	4%	760	5%	Gross Payroll - Hourly	5,587	10,423	54%	8,165	68%	12,514	6,821
10,420	11,106	94%	11,101	94%	S/T Wages	107,909	110,856	97%	90,678	119%	133,034	130,658
703	850	83%	766	92%	Payroll Tax - FICA	7,293	8,480	86%	6,138	119%	10,177	8,777
0	12	0%	9	0%	Payroll Tax - UC	269	376	72%	163	165%	389	282
189	201	94%	241	78%	Payroll Tax - WC	2,053	1,954	105%	1,665	123%	2,355	2,433
2,226	2,296	97%	1,960	114%	Benefits	22,921	22,232	103%	20,609	111%	26,823	26,528
3,117	3,357	93%	2,976	105%	S/T Adders	32,536	33,043	98%	28,575	114%	39,745	38,020
13,537	14,464	94%	14,077	96%	TOTAL PAYROLL	140,445	143,899	98%	119,253	118%	172,779	168,678
OPERATING EXPENSES												
323	450	72%	788	41%	Janitorial Supplies	4,189	5,140	81%	5,176	81%	6,040	5,043
27	0	0%	0	0%	Laundry/Uniforms	2,128	600	355%	617	345%	1,600	2,336
76	350	22%	215	35%	Office Supplies	3,295	3,250	101%	3,170	104%	3,950	3,799
1,799	250	720%	121	1481%	Alarm System	4,129	2,500	165%	2,998	138%	3,000	5,555
1,967	250	787%	54	3663%	Computer Service	6,441	6,000	107%	231	2789%	6,500	6,863
812	825	98%	812	100%	Contract Cleaning	8,525	8,250	103%	8,120	105%	9,900	10,149
9	0	0%	0	0%	Guest Relations	9	0	0%	135	7%	0	9
0	100	0%	0	0%	Repair & Maint - Equipment	1,394	1,700	82%	1,477	94%	2,300	1,394
472	350	135%	135	350%	Repair & Maint - Building	2,809	3,200	88%	3,306	85%	3,900	6,059
0	0	0%	5,356	0%	Equipment Lease	0	0	0%	5,356	0%	0	0
176	188	94%	176	100%	Off-Site Storage	1,760	1,880	94%	1,760	100%	2,256	2,112
2,065	2,300	90%	1,923	107%	Utilities - Other	17,171	20,300	85%	19,497	88%	24,600	21,540
212	150	141%	(143)	-148%	Utilities - Telephone/Fax	1,784	1,950	92%	1,671	107%	2,400	2,231
312	300	104%	248	126%	Bank Charges	3,446	3,000	115%	4,832	71%	3,600	4,096
(20)	0	0%	124	-16%	Cash Short/(Over)	(399)	0	0%	(492)	81%	0	(575)
200	250	80%	150	133%	Cell Phone	2,000	2,500	80%	1,850	108%	3,000	2,450
2,649	3,200	83%	2,524	105%	City Surcharge R & R	31,512	32,349	97%	31,259	101%	37,149	35,645
1,735	2,000	87%	1,216	143%	Credit Card Discounts	23,256	24,100	96%	20,216	115%	28,100	25,810
(10)	0	0%	0	0%	Donations	144	0	0%	(100)	-144%	0	681
0	0	0%	0	0%	Dues & Subscriptions	891	960	93%	894	100%	1,060	911
0	0	0%	0	0%	Education & Training	1,000	0	0%	0	0%	0	1,000
(161)	75	-214%	(5)	2979%	Employee Relations	775	1,425	54%	(1,273)	-61%	1,575	864
5,350	4,450	120%	4,525	118%	Insurance Expense	47,158	44,500	106%	43,409	109%	53,700	56,664
0	40	0%	(500)	0%	Member Relations	150	2,240	7%	715	21%	2,320	175
34	0	0%	0	0%	Messenger Service - Fedex	631	0	0%	73	863%	0	631
0	0	0%	0	0%	Miscellaneous	(9)	0	0%	20	-47%	0	(9)
0	0	0%	0	0%	O/S - Accounting	6,875	9,900	69%	9,690	71%	9,900	12,875
355	500	71%	(43)	-822%	Payroll Processing Fee	3,912	5,100	77%	4,689	83%	6,100	4,679
98	100	98%	126	78%	Postage/Shipping	819	1,125	73%	1,256	65%	1,475	1,081
45	0	0%	45	100%	Tax/Licenses/Fees	(225)	0	0%	(215)	105%	0	(285)
40	100	40%	56	71%	Travel - Meals	1,341	2,400	56%	2,705	50%	2,600	1,453
0	1,000	0%	0	0%	Travel - Other	2,441	5,400	45%	2,761	88%	7,400	3,958
0	0	0%	0	0%	Employee Meals	13	0	0%	0	0%	0	13
18,567	17,228	108%	17,902	104%	TOTAL OPERATING EXPENSES	179,367	189,769	95%	175,801	102%	224,425	219,206
(32,105)	(31,692)	101%	(31,979)	100%	EBITDA	(319,525)	(333,193)	96%	(294,582)	108%	(396,729)	(386,848)
6,063	6,063	100%	5,944	102%	Management Fee	60,625	60,630	100%	59,437	102%	72,756	72,513
6,063	6,063	100%	5,944	102%	Management Fees	60,625	60,630	100%	59,437	102%	72,756	72,513
23	23	100%	23	100%	Deprec - Mach & Equip	231	231	100%	231	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	724	724	100%	724	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	955	955	100%	955	100%	1,146	1,146
(38,263)	(37,850)	101%	(38,018)	101%	NET INCOME	(381,105)	(394,778)	97%	(354,974)	107%	(470,631)	(460,507)

The Golf Club at Cypress Head
Marketing
For the Ten Months Ending July 31, 2020

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							
3,243	3,452	94%	3,517	92%	Gross Payroll - Salaried	34,835	35,120	99%	36,244	96%	42,024	41,816
3,243	3,452	94%	3,517	92%	S/T Wages	34,835	35,120	99%	36,244	96%	42,024	41,816
230	264	87%	222	104%	Payroll Tax - FICA	2,473	2,687	92%	2,527	98%	3,215	3,009
0	4	0%	0	0%	Payroll Tax - UC	70	178	39%	85	82%	186	70
59	62	94%	54	109%	Payroll Tax - WC	844	619	136%	621	136%	744	966
502	524	96%	460	109%	Benefits	5,094	5,076	100%	4,857	105%	6,123	5,893
791	854	93%	735	108%	S/T Adders	8,481	8,560	99%	8,090	105%	10,267	9,938
4,034	4,306	94%	4,252	95%	TOTAL PAYROLL	43,315	43,680	99%	44,333	98%	52,291	51,754
					OPERATING EXPENSES							
1,940	2,000	97%	794	244%	Advertising & Promotion	12,714	16,550	77%	14,999	85%	23,150	15,423
0	0	0%	0	0%	Travel - Other	0	140	0%	138	0%	140	0
1,940	2,000	97%	794	244%	TOTAL OPERATING EXPENSES	12,714	16,690	76%	15,138	84%	23,290	15,423
(5,973)	(6,306)	95%	(5,046)	118%	EBITDA	(56,029)	(60,370)	93%	(59,471)	94%	(75,581)	(67,177)
(5,973)	(6,306)	95%	(5,046)	118%	NET INCOME	(56,029)	(60,370)	93%	(59,471)	94%	(75,581)	(67,177)

The Golf Club at Cypress Head

For the Month Ending July 31, 2020

	07/31/19	08/31/19	09/30/19	10/31/19	11/30/19	12/31/19	01/31/20	02/29/20	03/31/20	04/30/20	05/31/20	06/30/20	07/31/20	YTD2019
REVENUES														
Green Fees & Cart Fees	70,216.83	58,039.40	60,545.81	72,431.64	92,661.78	79,780.14	122,952.68	132,798.87	142,946.39	108,462.35	109,097.50	78,579.23	80,807.20	159,396.43
Merchandise	5,657.81	4,492.23	3,269.35	3,875.54	7,183.91	5,441.72	4,972.57	7,431.51	13,456.95	7,212.70	6,954.97	6,869.54	5,898.98	12,768.52
Other Pro Shop	1,500.00	2,275.50	814.00	698.00	1,018.00	606.00	2,385.00	4,399.00	1,515.00	775.00	655.00	1,865.00	3,274.00	5,139.00
Range	2,440.24	1,782.24	1,911.88	2,117.82	2,861.36	2,872.42	4,401.08	4,003.48	4,054.76	4,388.86	3,980.90	2,530.48	2,632.00	5,162.48
Other Operating Revenues	2,524.37	2,126.75	2,006.80	2,498.99	2,943.14	2,451.52	3,966.03	3,587.86	4,149.83	3,491.16	3,453.56	2,891.22	2,640.39	5,340.61
Other G&A Income	0.00	748.11	0.00	0.00	98.95	180.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	82,339.25	69,465.23	68,548.02	81,621.99	106,766.14	91,142.36	138,306.36	152,220.82	166,122.73	124,330.07	124,141.93	92,535.47	95,261.57	187,797.04
COST OF SALES														
Merchandise	3,551.80	2,728.68	1,560.46	2,423.05	4,846.16	3,246.82	2,505.91	5,056.11	7,758.69	6,138.90	3,867.57	4,148.23	3,082.77	7,231.00
TOTAL COGS	3,551.80	2,728.68	1,560.46	2,423.05	4,846.16	3,246.82	2,505.91	5,056.11	7,758.69	6,138.90	3,867.57	4,148.23	3,082.77	7,231.00
COGS - Merchandise %	62.8%	60.7%	47.7%	62.5%	67.5%	59.7%	50.4%	68.0%	57.7%	85.1%	55.8%	60.4%	52.3%	112.6%
PAYROLL														
Course and Grounds	26,225.27	32,073.24	28,595.41	34,432.83	31,684.92	28,820.39	30,732.19	28,012.60	30,064.37	34,382.92	32,619.65	29,888.32	33,710.11	63,598.43
Carts, Range, Starters, Etc.	7,673.58	7,106.65	6,474.49	7,080.97	7,245.10	6,303.66	7,409.86	7,103.97	8,331.27	7,471.41	7,451.16	6,908.41	7,933.81	14,842.22
Pro Shop	6,163.57	5,463.76	3,919.37	5,234.46	6,128.16	5,241.16	6,211.03	5,861.85	6,441.79	5,514.85	5,146.21	6,839.74	4,851.96	11,951.73
General and Administrative	14,077.34	15,084.13	13,148.39	14,906.51	14,011.14	14,236.43	14,428.23	13,624.83	13,668.79	14,335.47	14,014.25	13,692.32	13,537.43	27,229.75
Marketing	4,252.47	4,555.79	3,882.89	4,239.45	4,300.14	4,712.79	4,343.12	3,807.02	4,700.57	4,824.99	4,174.79	4,058.65	4,033.60	8,092.33
TOTAL PAYROLL	58,592.23	64,283.57	56,010.52	65,894.24	63,389.46	59,404.43	63,124.43	58,410.37	63,236.75	66,629.65	64,006.06	61,387.44	64,066.89	125,454.43
OPERATING EXPENSES														
Course and Grounds	12,493.27	22,823.18	34,604.16	22,181.10	10,945.55	13,883.27	17,669.77	27,135.78	15,697.76	22,994.56	27,063.06	24,090.62	19,279.31	43,369.93
Carts, Range, Starters, Etc.	7,560.97	7,158.96	7,643.70	8,636.77	7,497.66	7,507.80	7,531.09	8,638.06	(4,787.42)	6,940.46	7,116.27	6,727.77	6,738.68	13,496.45
Pro Shop	1,111.30	860.50	231.91	919.48	475.07	419.62	80.47	4,841.56	252.15	48.51	61.00	335.05	668.02	903.07
General and Administrative	17,901.85	16,535.39	23,304.31	17,344.06	21,043.15	15,795.57	20,485.16	16,400.45	16,683.36	16,930.76	18,559.61	15,557.15	18,567.38	34,124.53
Marketing	794.01	(331.71)	3,040.36	2,810.14	199.13	1,416.00	1,133.72	1,248.32	1,232.34	39.70	405.69	2,289.64	1,939.61	4,229.25
TOTAL OPERATING EXPENSES	39,861.40	46,876.32	68,624.46	52,090.56	40,160.56	39,022.26	46,900.21	60,264.17	29,116.15	40,954.99	53,205.63	49,000.23	47,053.00	96,083.23
TOTAL EXPENSES	102,005.43	113,688.57	126,395.47	120,407.85	106,396.18	101,673.51	112,530.55	123,730.65	100,083.67	119,723.54	121,079.26	114,535.90	114,242.76	228,778.66
EBITDA	(19,666.18)	(44,223.34)	(57,847.45)	(38,785.86)	(1,630.04)	(10,531.15)	25,775.81	28,490.17	66,039.06	4,606.53	3,062.67	(22,000.43)	(18,981.19)	(40,981.62)

For the Month Ending July 31, 2020

[illegible]

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:

Date: 7/1/2020

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	\$67,621.37	\$163,051.53	\$140,923.84	\$22,127.69	\$89,749.06
	10050-5950-900	Cash - Course Payroll BMO	\$29,482.28	\$50,515.87	\$51,057.02	(\$541.15)	\$28,941.13
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$376.26	\$1,198.08	\$430.00	\$768.08	\$1,144.34
	12000-5950-900	Inventory - Merchandise	\$21,915.83	\$1,103.42	\$3,680.98	(\$2,577.56)	\$19,338.27
	13020-5950-900	Prepaid Insurance	\$23,728.60	\$8,238.18	\$5,998.93	\$2,239.25	\$25,967.85
	13040-5950-900	Prepaid Exp - Other	\$14,878.41	\$1,698.00	\$284.60	\$1,413.40	\$16,291.81
	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	(\$4,092.70)	\$0.00	\$23.12	(\$23.12)	(\$4,115.82)
	22080-5950-900	Accum. Deprec - Buildings	(\$24,442.64)	\$0.00	\$72.41	(\$72.41)	(\$24,515.05)
	30000-5950-900	Accts Pay - Trade	(\$55,025.00)	\$123,341.06	\$112,837.02	\$10,504.04	(\$44,520.96)
	30040-5950-900	Accts Pay - Other	\$4,430.05	\$12,461.38	\$80,385.15	(\$67,923.77)	(\$63,493.72)
	31000-5950-900	Accrued Expenses	(\$1,499.00)	\$1,499.00	\$735.00	\$764.00	(\$735.00)
	31020-5950-900	Accrued Payroll	(\$25,909.24)	\$16,160.31	\$21,685.21	(\$5,524.90)	(\$31,434.14)
	31080-5950-900	Accrued Tips Payable	(\$40.00)	\$378.50	\$578.50	(\$200.00)	(\$240.00)
	31220-5950-900	Accrued Sales Tax	(\$5,189.61)	\$5,189.61	\$5,384.81	(\$195.20)	(\$5,384.81)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,649.39	\$2,649.39	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,417.38)	\$1,461.80	\$2,206.09	(\$744.29)	(\$3,161.67)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$6,513.80)	\$10,005.64	\$8,514.00	\$1,491.64	(\$5,022.16)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$10,443.01)	\$3,481.03	\$0.00	\$3,481.03	(\$6,961.98)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$6,813.02)	\$2,271.02	\$0.00	\$2,271.02	(\$4,542.00)
	32070-5950-900	Deferred Rev - Gift Cards	(\$22,267.18)	\$799.71	\$920.20	(\$22,387.67)	(\$22,387.67)
	32100-5950-900	Deferred Rev - Credit Books	(\$11,805.90)	\$368.66	\$601.54	(\$232.88)	(\$12,038.78)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$23,531.61)	\$7,843.87	\$0.00	\$7,843.87	(\$15,687.74)
	32220-5950-900	Deferred Rev - Founders Pass	(\$337.50)	\$112.50	\$0.00	\$112.50	(\$225.00)
	49020-5950-900	Retained Earnings - Current	\$1.07	\$0.00	\$0.00	\$0.00	\$1.07
	50000-5950-100	Green Fees - Annual Pass	(\$52,936.90)	\$0.00	\$5,864.55	(\$5,864.55)	(\$58,801.45)
	50040-5950-100	Green Fees - Member	(\$494,902.34)	\$179.29	\$40,441.15	(\$40,261.86)	(\$535,164.20)
	50070-5950-100	Green Fees - (surcharge)	(\$28,862.23)	\$2,649.39	\$5,298.78	(\$2,649.39)	(\$31,511.62)
	50500-5950-200	Cart Fee 18	(\$294,355.13)	\$0.00	\$24,187.53	(\$24,187.53)	(\$318,542.66)
	50520-5950-200	Cart Fee - Annual Trail	(\$68,653.98)	\$0.00	\$7,843.87	(\$7,843.87)	(\$76,497.85)
	52090-5950-600	Handicap Fee	(\$4,234.00)	\$0.00	\$0.00	\$0.00	(\$4,234.00)
	52150-5950-600	Lessons	(\$7,493.00)	\$0.00	\$2,974.00	(\$2,974.00)	(\$10,467.00)
	52280-5950-600	Rental Clubs	(\$2,190.00)	\$0.00	\$300.00	(\$300.00)	(\$2,490.00)
	52310-5950-600	Retail	(\$63,399.41)	\$0.00	\$5,898.98	(\$5,898.98)	(\$69,298.39)
	53050-5950-220	Range Pass Revenue	(\$31,011.14)	\$0.00	\$2,632.00	(\$2,632.00)	(\$33,643.14)
	56120-5950-100	City Surcharge R & R	(\$28,862.23)	\$0.00	\$2,649.39	(\$2,649.39)	(\$31,511.62)
	59010-5950-900	Miscellaneous G&A	(\$287.51)	\$0.00	\$0.00	\$0.00	(\$287.51)
	60000-5950-600	COGS - Merchandise - Accessories	\$39,991.44	\$3,082.77	\$0.00	\$3,082.77	\$43,074.21
	70000-5950-100	Gross Payroll - Salaried	\$84,382.59	\$11,464.30	\$2,645.61	\$8,818.69	\$93,201.28
	70000-5950-900	Gross Payroll - Salaried	\$91,941.07	\$13,360.85	\$2,979.89	\$10,380.96	\$102,322.03
	70000-5950-950	Gross Payroll - Salaried	\$31,591.86	\$4,177.77	\$935.12	\$3,242.65	\$34,834.51
	70010-5950-100	Gross Payroll - Hourly	\$148,975.28	\$25,871.93	\$4,936.41	\$20,935.52	\$169,910.80
	70010-5950-200	Gross Payroll - Hourly	\$58,923.09	\$9,174.23	\$2,014.88	\$7,159.35	\$66,082.44
	70010-5950-600	Gross Payroll - Hourly	\$44,951.46	\$5,471.63	\$1,499.98	\$3,971.65	\$48,923.11
	70010-5950-900	Gross Payroll - Hourly	\$5,547.95	\$39.42	\$0.00	\$39.42	\$5,587.37
	71000-5950-100	Payroll Tax - FICA	\$16,839.81	\$2,800.53	\$580.02	\$2,220.51	\$19,060.32
	71000-5950-200	Payroll Tax - FICA	\$4,644.32	\$728.48	\$154.14	\$574.34	\$5,218.66
	71000-5950-600	Payroll Tax - FICA	\$3,392.08	\$406.27	\$114.76	\$291.51	\$3,683.59
	71000-5950-900	Payroll Tax - FICA	\$6,590.39	\$930.79	\$227.96	\$702.83	\$7,293.22
	71000-5950-950	Payroll Tax - FICA	\$2,243.27	\$301.32	\$71.54	\$229.78	\$2,473.05

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-100	Payroll Tax - UC	\$985.39	\$29.48	\$0.00	\$29.48	\$1,014.87
	71010-5950-200	Payroll Tax - UC	\$539.58	\$68.78	\$0.00	\$68.78	\$608.36
	71010-5950-600	Payroll Tax - UC	\$331.42	\$18.22	\$0.00	\$18.22	\$349.64
	71010-5950-900	Payroll Tax - UC	\$269.29	\$0.00	\$0.00	\$0.00	\$269.29
	71010-5950-950	Payroll Tax - UC	\$70.00	\$0.00	\$0.00	\$0.00	\$70.00
	71020-5950-100	Payroll Tax - WC	\$4,423.06	\$475.79	\$0.00	\$475.79	\$4,898.85
	71020-5950-200	Payroll Tax - WC	\$1,122.37	\$126.72	\$0.00	\$126.72	\$1,249.09
	71020-5950-600	Payroll Tax - WC	\$861.51	\$106.14	\$0.00	\$106.14	\$967.65
	71020-5950-900	Payroll Tax - WC	\$1,864.14	\$188.55	\$0.00	\$188.55	\$2,052.69
	71020-5950-950	Payroll Tax - WC	\$784.99	\$58.88	\$0.00	\$58.88	\$843.87
	71030-5950-100	Benefits	\$25,132.06	\$2,222.60	\$992.48	\$1,230.12	\$26,362.18
	71030-5950-200	Benefits	\$76.45	\$23.08	\$18.46	\$4.62	\$81.07
	71030-5950-600	Benefits	\$3,682.91	\$655.60	\$191.16	\$464.44	\$4,147.35
	71030-5950-900	Benefits	\$20,695.13	\$3,654.49	\$1,428.82	\$2,225.67	\$22,920.80
	71030-5950-950	Benefits	\$4,591.40	\$892.87	\$390.50	\$502.37	\$5,093.77
	80110-5950-200	Cart Supplies	\$1,032.54	\$0.00	\$0.00	\$0.00	\$1,032.54
	80120-5950-100	Chemicals	\$2,463.34	\$269.00	\$0.00	\$269.00	\$2,732.34
	80170-5950-100	Course Accessories	\$937.68	\$116.00	\$0.00	\$116.00	\$1,053.68
	80230-5950-100	Fertilizer	\$33,595.82	\$4,579.92	\$1,508.39	\$3,071.53	\$36,667.35
	80270-5950-100	Fuel	\$6,911.00	\$997.89	\$0.00	\$997.89	\$7,908.89
	80280-5950-100	Fungicides	\$1,417.53	\$0.00	\$0.00	\$0.00	\$1,417.53
	80320-5950-100	Herbicides	\$20,934.39	\$804.06	\$0.00	\$804.06	\$21,738.45
	80370-5950-100	Insecticides	\$4,274.72	\$1,220.00	\$0.00	\$1,220.00	\$5,494.72
	80380-5950-900	Janitorial Supplies	\$3,865.20	\$323.34	\$0.00	\$323.34	\$4,188.54
	80420-5950-900	Laundry/Uniforms	\$2,100.99	\$27.24	\$0.00	\$27.24	\$2,128.23
	80520-5950-600	Office Supplies	\$1,033.83	\$89.46	\$0.00	\$89.46	\$1,123.29
	80520-5950-900	Office Supplies	\$3,219.24	\$76.11	\$0.00	\$76.11	\$3,295.35
	80610-5950-220	Range Balls	\$1,325.00	\$0.00	\$0.00	\$0.00	\$1,325.00
	80620-5950-220	Range Equipment	\$2,101.07	\$0.00	\$0.00	\$0.00	\$2,101.07
	80630-5950-220	Range Expenses	\$391.42	\$0.00	\$0.00	\$0.00	\$391.42
	80690-5950-100	Sand/Topdress	\$4,608.01	\$1,440.03	\$0.00	\$1,440.03	\$6,048.04
	80710-5950-100	Seeds/Trees	\$6,731.25	\$650.00	\$0.00	\$650.00	\$7,381.25
	80730-5950-100	Small Tools	\$1,129.29	\$0.00	\$0.00	\$0.00	\$1,129.29
	80780-5950-600	Supplies	\$1,700.07	\$0.00	\$0.00	\$0.00	\$1,700.07
	80810-5950-600	Tournament Expense	\$212.41	\$16.98	\$0.00	\$16.98	\$229.39
	81010-5950-900	Alarm System	\$2,330.09	\$1,799.38	\$0.00	\$1,799.38	\$4,129.47
	81090-5950-200	Cart Repairs	\$242.91	\$31.89	\$0.00	\$31.89	\$274.80
	81130-5950-900	Computer Service	\$4,473.76	\$1,967.03	\$0.00	\$1,967.03	\$6,440.79
	81140-5950-900	Contract Cleaning	\$7,713.00	\$812.00	\$0.00	\$812.00	\$8,525.00
	81200-5950-900	Guest Relations	\$0.00	\$9.00	\$0.00	\$9.00	\$9.00
	81220-5950-600	Handicap Expense	\$3,952.00	\$448.00	\$0.00	\$448.00	\$4,400.00
	81250-5950-100	Irrigation	\$9,992.03	\$838.11	\$36.48	\$801.63	\$10,793.66
	81270-5950-600	Lesson Expense	\$32.85	\$867.57	\$853.99	\$13.58	\$46.43
	81350-5950-100	Repair & Maint - Equipment	\$13,785.87	\$1,567.99	\$0.00	\$1,567.99	\$15,353.86
	81350-5950-220	Repair & Maint - Equipment	\$29.76	\$0.00	\$0.00	\$0.00	\$29.76
	81350-5950-900	Repair & Maint - Equipment	\$1,394.25	\$0.00	\$0.00	\$0.00	\$1,394.25
	81360-5950-100	Repair & Maint - Building	\$4,482.61	\$160.58	\$0.00	\$160.58	\$4,643.19
	81360-5950-600	Repair & Maint - Building	\$543.36	\$0.00	\$0.00	\$0.00	\$543.36
	81360-5950-900	Repair & Maint - Building	\$2,337.00	\$472.44	\$0.00	\$472.44	\$2,809.44
	82000-5950-200	Cart Lease	\$42,392.09	\$5,764.64	\$0.00	\$5,764.64	\$48,156.73
	82020-5950-100	Equipment Lease	\$44,484.05	\$6,397.57	\$0.00	\$6,397.57	\$50,881.62
	82060-5950-900	Off-Site Storage	\$1,584.00	\$176.00	\$0.00	\$176.00	\$1,760.00
	83000-5950-100	Utilities - Electric	\$1,683.16	\$230.99	\$0.00	\$230.99	\$1,914.15
	83000-5950-200	Utilities - Electric	\$8,492.67	\$942.15	\$0.00	\$942.15	\$9,434.82
	83020-5950-100	Utilities - Other	\$15,217.60	\$1,039.09	\$0.00	\$1,039.09	\$16,256.69
	83020-5950-900	Utilities - Other	\$15,105.48	\$2,290.32	\$225.00	\$2,065.32	\$17,170.80
	83030-5950-100	Utilities - Telephone/Fax	\$1,198.50	\$170.50	\$0.00	\$170.50	\$1,369.00
	83030-5950-900	Utilities - Telephone/Fax	\$1,572.49	\$371.80	\$160.00	\$211.80	\$1,784.29
	83050-5950-100	Utilities - Water	\$1,855.00	\$188.60	\$0.00	\$188.60	\$2,043.60
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$10,774.68	\$2,239.61	\$300.00	\$1,939.61	\$12,714.29

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance	
	85020-5950-900	Bank Charges	\$3,133.26	\$312.41	\$0.00	\$312.41	\$3,445.67	
	85050-5950-600	Cash Short/(Over)	(\$0.60)	\$0.00	\$0.00	\$0.00	(\$0.60)	
	85050-5950-900	Cash Short/(Over)	(\$379.05)	\$33.86	\$54.06	(\$20.20)	(\$399.25)	
	85060-5950-900	Cell Phone	\$1,800.00	\$200.00	\$0.00	\$200.00	\$2,000.00	
	85070-5950-900	City Surcharge R & R	\$28,862.23	\$2,649.39	\$0.00	\$2,649.39	\$31,511.62	
	85120-5950-900	Credit Card Discounts	\$21,520.57	\$1,928.96	\$193.58	\$1,735.38	\$23,255.95	
	85140-5950-900	Donations	\$154.00	\$0.00	\$10.00	(\$10.00)	\$144.00	
	85150-5950-900	Dues & Subscriptions	\$891.00	\$0.00	\$0.00	\$0.00	\$891.00	
	85160-5950-100	Education & Training	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
	85160-5950-900	Education & Training	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	
	85190-5950-100	Employee Relations	\$104.36	\$95.85	\$0.00	\$95.85	\$200.21	
	85190-5950-900	Employee Relations	\$936.04	\$1,133.55	\$1,294.13	(\$160.58)	\$775.46	
	85200-5950-100	Employee Testing	\$187.75	\$58.00	\$0.00	\$58.00	\$245.75	
	85280-5950-900	Insurance Expense	\$41,808.35	\$5,998.93	\$649.00	\$5,349.93	\$47,158.28	
	85320-5950-900	Member Relations	\$150.24	\$0.00	\$0.00	\$0.00	\$150.24	
	85330-5950-900	Messenger Service - Fedex	\$596.54	\$34.42	\$0.00	\$34.42	\$630.96	
	85340-5950-900	Miscellaneous	(\$9.39)	\$0.00	\$0.00	\$0.00	(\$9.39)	
	85390-5950-900	O/S - Accounting	\$6,875.00	\$0.00	\$0.00	\$0.00	\$6,875.00	
	85430-5950-100	O/S - Other	\$4,300.00	\$0.00	\$0.00	\$0.00	\$4,300.00	
	85480-5950-900	Payroll Processing Fee	\$3,557.02	\$704.55	\$350.00	\$354.55	\$3,911.57	
	85490-5950-900	Postage/Shipping	\$721.67	\$97.80	\$0.00	\$97.80	\$819.47	
	85610-5950-100	Tax/Licenses/Fees	\$700.00	\$150.00	\$150.00	\$0.00	\$700.00	
	85610-5950-900	Tax/Licenses/Fees	(\$270.00)	\$75.00	\$30.00	\$45.00	(\$225.00)	
	85710-5950-900	Travel - Meals	\$1,301.78	\$39.62	\$0.00	\$39.62	\$1,341.40	
	85720-5950-100	Travel - Other	\$267.51	\$0.00	\$0.00	\$0.00	\$267.51	
	85720-5950-900	Travel - Other	\$2,441.06	\$0.00	\$0.00	\$0.00	\$2,441.06	
	89020-5950-900	Employee Meals	\$13.45	\$0.00	\$0.00	\$0.00	\$13.45	
	90000-5950-900	Management Fee	\$54,562.77	\$6,062.53	\$0.00	\$6,062.53	\$60,625.30	
	98020-5950-900	Deprec - Mach & Equip	\$208.08	\$23.12	\$0.00	\$23.12	\$231.20	
	98040-5950-900	Deprec - Buildings	\$651.69	\$72.41	\$0.00	\$72.41	\$724.10	
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,485.00	118.00	0.00	118.00	15,603.00	
	REMWd-5950-100	Rounds - Employee - Weekday	21,314.00	98.00	0.00	98.00	21,412.00	
	RMBWD-5950-100	Rounds - Member - Weekday	79,408.00	238.00	0.00	238.00	79,646.00	
	RPKWD-5950-100	Rounds - Peak - Weekday	442,055.00	3,071.00	0.00	3,071.00	445,126.00	
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00	
			<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
Grand Totals:			148	\$0.00	\$562,054.42	\$562,054.42	\$0.00	\$0.00

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2020

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												
80,807	79,633	101%	70,217	115%	Green Fees & Cart Fees	1,020,518	1,023,858	100%	974,805	105%	1,180,853	1,139,103
5,899	5,000	118%	5,658	104%	Merchandise	69,298	58,950	118%	59,146	117%	68,150	77,060
3,274	720	455%	1,500	218%	Other Pro Shop	17,191	11,850	145%	13,984	123%	13,290	20,281
2,632	3,500	75%	2,440	108%	Range	33,643	33,400	101%	30,099	112%	40,400	37,337
2,649	3,200	83%	2,524	105%	Other Operating Revenues	31,512	32,349	97%	31,259	101%	37,149	35,645
0	0	0%	0	0%	Other G&A Income	288	475	61%	472	61%	475	1,037
95,262	92,053	103%	82,339	116%	TOTAL REVENUE	1,172,449	1,160,882	101%	1,109,765	106%	1,340,317	1,310,463
COST OF SALES												
3,083	3,200	96%	3,552	87%	Merchandise	43,074	37,728	114%	36,718	117%	43,616	47,363
3,083	3,200	96%	3,552	87%	TOTAL COGS	43,074	37,728	114%	36,718	117%	43,616	47,363
52.3%	64.0%	81.7%	62.8%	83.2%	COGS - Merchandise %	62.2%	64.0%	97.1%	62.1%	100.1%	64.0%	727.6%
PAYROLL												
33,710	32,747	103%	26,225	129%	Course and Grounds	314,448	323,509	97%	246,050	128%	388,332	375,107
7,934	7,364	108%	7,874	101%	Carts, Range, Starters, Etc.	73,240	73,657	99%	76,587	96%	87,497	86,821
4,852	4,655	104%	6,164	79%	Pro Shop	58,071	45,689	127%	48,756	119%	54,846	67,454
13,537	14,464	94%	14,077	96%	General and Administrative	140,445	143,899	98%	119,253	118%	172,779	168,678
4,034	4,306	94%	4,252	95%	Marketing	43,315	43,680	99%	44,333	98%	52,291	51,754
64,067	63,537	101%	58,592	109%	TOTAL PAYROLL	629,520	630,434	100%	534,979	118%	755,745	749,814
OPERATING EXPENSES												
19,279	18,396	105%	12,493	154%	Course and Grounds	200,941	201,221	100%	177,194	113%	244,462	258,368
6,739	7,725	87%	7,561	89%	Carts, Range, Starters, Etc.	62,746	78,045	80%	76,832	82%	92,794	77,549
568	50	1136%	1,111	51%	Pro Shop	8,042	5,925	136%	6,792	118%	6,675	8,764
18,567	17,228	108%	17,902	104%	General and Administrative	179,367	189,769	95%	175,801	102%	224,425	219,206
1,940	2,000	97%	794	244%	Marketing	12,714	16,690	76%	15,138	84%	23,290	15,423
47,093	45,398	104%	39,861	118%	TOTAL OPERATING EXPENSES	463,810	491,650	94%	451,756	103%	591,646	579,311
114,243	112,135	102%	102,005	112%	TOTAL EXPENSES	1,136,404	1,159,812	98%	1,023,453	111%	1,391,007	1,376,488
(18,981)	(20,082)	95%	(19,666)	97%	EBITDA	36,046	1,070	3368%	86,312	42%	(50,690)	(66,025)

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2020

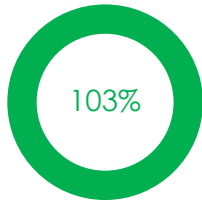
MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(18,981)	(20,082)	95%	(19,666)	97%	EBITDA	36,046	1,070	3368%	86,312	42%	(50,690)	(66,025)
(6,063)	(6,063)	100%	(5,944)	102%	MANAGEMENT FEES	(60,625)	(60,630)	100%	(59,437)	102%	(72,756)	(72,513)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
(25,139)	(26,241)	96%	(25,705)	98%	TOTAL OTHER INCOME (EXPENSE)	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
					NET INCOME	(25,535)	(60,515)	42%	25,920	-99%	(124,593)	(139,684)
3,071	3,124	98%	2,709	113%	Paid Rounds	33,840	33,028	102%	32,221	105%	38,181	38,277
238	486	49%	301	79%	Annual Pass Rounds	3,426	4,496	76%	4,028	85%	5,379	3,920
216	168	129%	294	73%	Other Rounds	2,266	1,652	137%	2,289	99%	1,970	2,711
3,525	3,778	93%	3,304	107%	Total Rounds	39,532	39,176	101%	38,538	103%	45,530	44,908
31	29	105%	30	102%	Revenue/Paid Rounds	35	35	99%	34	101%	35	407
27	24	111%	25	108%	Revenue/Total Rounds	30	30	100%	29	103%	29	346

Sales & Marketing Snapshot

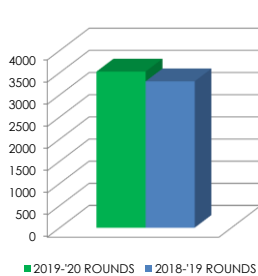
JULY

REPORT DATE 8/24/20

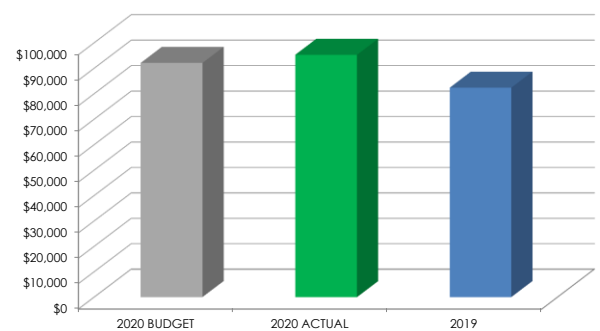
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$92,053
ACTUAL MONTHLY REVENUE	\$95,262
VARIANCE TO BUDGET	\$3,209
PY MONTHLY REVENUE	\$82,339



JULY

2019-'20 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$79,633
Outings	\$5,500
Merchandise	\$5,720
Payroll Expense	\$63,537
OpEx	\$45,398

2019-'20 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$80,807
Outings	\$7,730
Merchandise	\$9,173
Payroll Expense	\$64,067
OpEx	\$47,093

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$70,217
Outings	\$6,463
Merchandise	\$7,158

2019-'20 ROUNDS	3525
2018-'19 ROUNDS	3304

JULY

ACTION ITEMS / STRATEGIES / COMMENTS

- * Hosted junior golf summer camps with 36 players for the two sessions maintaining CDC guidelines
- * Increased revenues by 3% over the projected budget for the month
- * Increased 200 player rounds from previous year
- * Extreme amount of rainfall for the month causing over 12 days of cart path restricted play
- * Multiple lightning strikes caused damage to Irrigation computer system \$1000 in repairs as a result
- * Continued cleaning protocols per CDC guidelines for COVID 19 and single use carts for players
- * Cancellations of tournament events continued as a result of Covid Pandemic.

CYPRESS PASS SALES

2018 STATUS	2019 PASSES	2020 PASSES
Legacy Single	28	20
Legacy Double	10	9
Cypress Single	9	8
Cypress Double	4	4
Trail Fees	77	58
Founders	1	1
TOTAL PASSES	129	100
TOTAL REVENUE	\$197,787	\$158,588

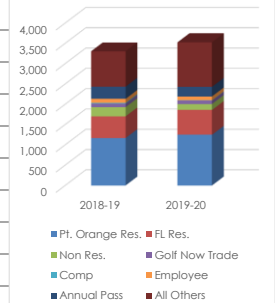
WEATHER INFORMATION

PLAYABLE DAYS	
2019	2020
22	20
PRECIPITATION IN INCHES	
2019	2020
6	7.3

ROUNDS SEGMENTATION

SEGMENT	2018-19	2019-20
Pt. Orange Res.	1,168	1,248
FL Res.	535	611
Non Res.	226	148
Golf Now Trade	82	81
Comp	21	9
Employee	101	96
Annual Pass	301	237
All Others	870	1,095
TOTAL	3,304	3,525

Rounds by Segment



TRUEREVIEW SUMMARY



2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.2	9.6	8.3	9.6	90.6	36
2019 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
8.8	9.4	8.1	8.8	56.5	23



September 22nd, 2020

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for August 2020 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 August 2020								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 42,789	\$ 43,105	\$ (316)		\$ 668,555	\$ 657,977	\$ 631,706	\$ 10,578
Cart Fees	\$ 28,729	\$ 33,288	\$ (4,559)		\$ 423,770	\$ 442,274	\$ 402,359	\$ (18,504)
Range	\$ 2,917	\$ 3,500	\$ (583)		\$ 36,560	\$ 36,900	\$ 31,881	\$ (340)
Pro- Shop Revenues	\$ 7,305	\$ 6,120	\$ 1,185		\$ 93,795	\$ 76,920	\$ 79,898	\$ 16,875
City Surcharge R/R	\$ 2,380	\$ 2,700	\$ (320)		\$ 33,892	\$ 35,049	\$ 33,386	\$ (1,157)
Total Revenue	\$ 84,120	\$ 88,713	\$ (4,593)		\$ 1,256,572	\$ 1,249,120	\$ 1,179,230	\$ 7,452
Cost of Sales	\$ 4,567	\$ 3,328	\$ 1,239		\$ 47,641	\$ 41,056	\$ 39,446	\$ 6,585
Merchandise	\$ 4,567	\$ 3,328	\$ 1,239	72%	\$ 47,641	\$ 41,056	\$ 39,446	\$ 6,585 63%
Gross Margin	\$ 79,553	\$ 85,385	\$ (5,832)		\$ 1,208,931	\$ 1,208,064	\$ 1,139,784	\$ 867
Total Payroll	\$ 60,993	\$ 63,498	\$ (2,505)		\$ 690,513	\$ 693,932	\$ 599,263	\$ (3,419)
Total Operating Expenses	\$ 49,615	\$ 52,098	\$ (2,483)		\$ 513,425	\$ 543,748	\$ 498,432	\$ (30,323)
EBITDA	\$ (31,054)	\$ (30,211)	\$ (843)		\$ 4,991	\$ (29,141)	\$ 42,089	\$ 34,132
Other Expenses	\$ 6,159	\$ 6,159	\$ -		\$ 67,739	\$ 67,744	\$ 66,431	\$ (5)
Management Fee	\$ 6,063	\$ 6,063	\$ -		\$ 66,688	\$ 66,693	\$ 65,380	\$ (5)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 1,051	\$ 1,051	\$ 1,051	\$ -
Net Cash From Ops	\$ (37,213)	\$ (36,370)	\$ (843)		\$ (62,748)	\$ (96,885)	\$ (24,342)	\$ 34,137
Rounds								
Total Rounds	3,109	3,076	33		42,641	42,252	41,389	389
Paid Rounds	2,588	2,468	120		36,428	35,496	34,564	932
Avg. GF/CF Total rounds	\$23.00	\$24.84	\$ (1.83)		\$25.62	\$26.04	\$24.98	\$ (0.42)
Avg. GF/CF Paid rounds	\$27.63	\$30.95	\$ (3.32)		\$29.99	\$31.00	\$29.92	\$ (1.01)
Avg. Merchandise/round	\$2.35	\$1.99	\$ 0.36		\$2.20	\$1.82	\$1.93	\$ 0.38

Overview:

- Overall golf revenues for August finished slightly lower than the projected budget for the month. The reduced revenue was a direct result of multiple days of thunderstorms causing over 8 days of cart path restrictions. Our tee boxes and greens were also aerified in August and this process requires topdressing of sand which also limits the playability of the course. The range revenues were lower to the budget & Pro Shop revenues were higher to the budget.
- Total payroll for the month was slightly lower to the projected budget even with the extra staffing required to maintain CDC guidelines for the clubhouse and outside services. The entire team has been working diligently to maintain the continuity for our guests.
- Our operating expenses finished slightly lower than the budgeted amount due to the timing of invoices for fertilizers and herbicides required for improved course conditions.
- The month of August is the eleventh month in our fiscal year 2019-2020. Year to Date revenues are slightly higher than projected with retail sales being higher at this time. The payroll expenses are equal to the budget and operating expenses are lower than projected.
- The Covid-19 Pandemic has continued to cause multiple cancellations and rescheduling of tournaments/groups/events, however we are beginning to see interests in bookings for the 2021 season.

R&R Projects:

- There were no projects for the month of August 2020.

Tee Sheet Activity:

- There were 3,109 total rounds for the month which included 2,588 paid rounds, 283 Annual with Cypress Pass member rounds and 238 other rounds. The round type for the month included 2,114 eighteen hole rounds and 836 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.

August 2020 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2588	2468	2343	36428	34564
Annual	283	454	238	3709	4266
Other rounds	233	154	270	2504	2559
Total Rounds	3109	3076	2851	42641	41389

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

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head.
- Expenses for the month were slightly higher than projected due to the timing of invoices. The maintenance team applied an application of post-emergent weed control on problematic areas. Continuing process of controlling the mole cricket population is performed on a weekly basis. We continue to top dress the greens on a regular basis to reduce thatch and grain to improve the putting surface.
- We have been approved to move forward with the repairs of the existing Irrigation control boxes which will begin in September.
- We performed an aerification of the greens, tees and high cart traffic areas during the month of August to help relieve compaction and help prepare the surfaces for the winter season.

Golf Shop/Carts

- Due to an increase in sales we have begun the process of ordering supplies and merchandise for the pro-shop. There was \$260.00 in gift card sales purchased for the month with \$7,305.00 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. Due to the current Pandemic guidelines we have been issuing individual carts for players which will greatly affect the battery life of our fleet. Following the CDC guidelines we have instituted a complete disinfecting regimen for the daily cleaning process of the fleet.
- The staff at Cypress Head Golf Course will continue to offer individual lessons following the guidelines established by the National Golf Foundation during the current Pandemic.
- The MGA and the WGA have continued their league play for the month of August, following CDC guidelines of six foot social distancing.

Marketing and Sales:

- We are continuing our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We continue to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and POSD Rotary keeping us informed regarding the challenges of the business and local community.
- We continue to maintain our database of emails with approximately 10,200 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.
- Due to the Pandemic, multiple groups have cancelled or re-scheduled for the month of August.

Summary Report

Report run: 9/19/2020 8:47 AM MDT

Data current as of: 9/19/2020 8:46 AM MDT

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	8/1/20 - 8/31/20
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	67.6	9.1	9.6	8.4	9.2	34
Cypress Head Golf Club	67.6	9.1	9.6	8.4	9.2	34

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- Course summary report for August showed an overall rating for the golf course of 9.1 with a course rating of 8.4 and our service rating is at 9.6.
- In addition to the report above, we have also started using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.

PLATFORM

Golf Club at Cypress Head
August 2020



RATINGS & REVIEWS

Your course's overall score on GolfAdvisor.com

	TOTAL REVIEWS	AVERAGE SCORE	% RECOMMENDED
All Time	424	4.1	91.9%

YOUR COURSE REVIEWS

Conditions	3.9 ★★★★★	5 Stars	126
Value	4.3 ★★★★★	4 Stars	240
Layout	4.4 ★★★★★	3 Stars	43
Friendliness	4.4 ★★★★★	2 Stars	11
Pace	4.2 ★★★★★	1 Stars	4
Amenities	3.9 ★★★★★		

* Summary above is a snapshot taken at the month's end. For the most updated and detailed information, please visit [GolfAdvisor.com](https://www.golfadvisor.com).

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

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- Due to the Pandemic we will continue to follow guidelines established by the CDC as well as relying on the resources from Kemper Sports management and the City of Port Orange. This process will remain in effect until further instructions are received.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2020

	<u>08/31/20</u>	<u>09/30/19</u>	<u>08/31/19</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	39,129	108,108	6,794
Cash - Payroll	28,408	23,753	24,372
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>68,887</u>	<u>133,211</u>	<u>32,516</u>
Accounts Receivable			
A/R Member	<u>165,633</u>	<u>63,969</u>	<u>180,161</u>
Total Accounts Receivable	<u>165,633</u>	<u>63,969</u>	<u>180,161</u>
Other Current Assets			
Inventory - Merchandise	18,502	17,540	18,163
Prepaid Insurance	20,655	22,367	17,610
Prepaid Exp - Other	16,511	7,036	13,356
Total Other Current Assets	<u>55,669</u>	<u>46,943</u>	<u>49,129</u>
TOTAL CURRENT ASSETS	<u>290,189</u>	<u>244,123</u>	<u>261,806</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(28,726)</u>	<u>(27,676)</u>	<u>(27,580)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>7,422</u>	<u>8,472</u>	<u>8,568</u>
TOTAL ASSETS	<u><u>297,611</u></u>	<u><u>252,595</u></u>	<u><u>270,374</u></u>

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2020

	<u>08/31/20</u>	<u>09/30/19</u>	<u>08/31/19</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	31,752	43,781	29,343
Accts Pay - Other	63,356	(49,825)	22,595
Accrued Expenses	735	1,322	702
Accrued Payroll	35,222	34,325	32,776
Accrued Taxes	15,024	4,061	13,964
Deferred Revenue	214,271	218,932	223,778
TOTAL CURRENT LIABILITIES	<u>360,359</u>	<u>252,596</u>	<u>323,158</u>
 TOTAL LIABILITIES	 <u>360,359</u>	 <u>252,596</u>	 <u>323,158</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	(62,748)	(1)	(52,784)
Net Retained Earnings	(62,748)	(1)	(52,784)
Stockholders Equity	(62,748)	(1)	(52,784)
TOTAL STOCKHOLDER'S EQUITY	<u>(62,748)</u>	<u>(1)</u>	<u>(52,784)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>297,611</u>	 <u>252,595</u>	 <u>270,374</u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended August 31, 2020

	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	(38,786)	(1,630)	(10,531)	25,776	28,490	66,039	4,607	3,063	(22,000)	(18,981)	(31,054)	0	4,991
Management Fee Expense	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	(6,063)	0	(66,688)
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	(1,051)
Net Income	(44,944)	(7,788)	(16,689)	19,618	22,332	59,881	(1,552)	(3,095)	(28,158)	(25,139)	(37,212)	0	(62,747)
Working Capital Changes													
Inventory	(2,630)	(8,539)	2,351	(582)	(3,359)	(1,181)	5,210	3,007	1,347	2,578	836	0	(963)
Receivables	57,840	(2,073)	2,443	4,524	(2,743)	1,633	804	1,166	0	(768)	(164,409)	0	(101,664)
Prepaid Expenses	(19,667)	5,723	4,137	415	14,385	(8,000)	6,423	7,467	(20,087)	(3,853)	5,093	0	(7,764)
Payables	7,549	37,496	(40,329)	(8,196)	28,205	(8,221)	(2,728)	(31,084)	28,551	(10,504)	(12,769)	0	(12,029)
Due to from the City	(1,013)	386	(160)	45,412	11,083	(4,487)	12,162	13,136	(31,123)	67,924	(138)	0	113,181
Accrued Expenses	3,639	(17,230)	2,206	13,662	2,084	21,728	12,721	(9,638)	(36,243)	5,156	13,187	0	11,272
Deferred Revenues	(28,829)	(18,971)	(4,837)	(13,610)	(9,164)	(18,576)	(16,095)	(14,415)	(10,305)	(14,102)	144,244	0	(4,660)
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	96	0	1,051
Operating Cash Flow	(27,959)	(10,901)	(50,783)	61,339	62,917	42,874	17,041	(33,361)	(95,923)	21,587	(51,153)	0	(64,323)
Investing Activities													
Financing Activities													
Net Cash Flows	(27,959)	(10,901)	(50,783)	61,339	62,917	42,874	17,041	(33,361)	(95,923)	21,587	(51,153)	0	(64,323)
Beginning Cash	133,211	105,251	94,350	43,567	104,906	167,823	210,697	227,738	194,376	98,454	120,040	68,887	1,569,300
Net Cash Flows	(27,959)	(10,901)	(50,783)	61,339	62,917	42,874	17,041	(33,361)	(95,923)	21,587	(51,153)	0	(64,323)
Ending Cash	105,251	94,350	43,567	104,906	167,823	210,697	227,738	194,376	98,454	120,040	68,887	68,887	1,504,977

The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 2020

	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	58,039	1,032,844	1,093,390	94%	71,519	1,092,037	1,180,853	92%
Merchandise	4,492	63,638	66,908	95%	6,264	75,563	68,150	111%
Other Pro Shop	2,276	16,260	17,074	95%	1,041	18,232	13,290	137%
Range	1,782	31,881	33,793	94%	2,917	36,560	40,400	90%
Other Operating Revenues	2,127	33,386	35,393	94%	2,380	33,892	37,149	91%
Other G&A Income	749	1,221	1,221	100%		288	475	61%
TOTAL REVENUE	69,465	1,179,230	1,247,778	95%	84,121	1,256,570	1,340,317	94%
COST OF SALES								
Merchandise	2,729	39,446	41,007	96%	4,567	47,641	43,616	109%
TOTAL COGS	2,729	39,446	41,007	96%	4,567	47,641	43,616	109%
COGS - Merchandise %	60.7%	62.0%	61.3%	101.1%	72.9%	63.0%	64.0%	98.5%
PAYROLL								
Course and Grounds	32,073	278,123	306,708	91%	28,517	342,965	388,332	88%
Carts, Range, Starters, Etc.	7,107	83,693	90,168	93%	6,745	79,985	87,497	91%
Pro Shop	5,464	54,220	58,139	93%	8,350	66,421	54,846	121%
General and Administrative	15,084	134,337	147,486	91%	13,210	153,655	172,779	89%
Marketing	4,556	48,889	52,772	93%	4,171	47,486	52,291	91%
TOTAL PAYROLL	64,284	599,263	655,273	91%	60,993	690,513	755,745	91%
OPERATING EXPENSES								
Course and Grounds	22,823	200,017	234,621	85%	25,235	226,176	244,462	93%
Carts, Range, Starters, Etc.	7,159	83,991	91,634	92%	6,807	69,554	92,794	75%
Pro Shop	491	7,282	7,514	97%	144	8,186	6,675	123%
General and Administrative	16,535	192,337	215,641	89%	16,710	196,077	224,425	87%
Marketing	(332)	14,806	17,847	83%	719	13,433	23,290	58%
TOTAL OPERATING EXPENSES	46,676	498,432	567,257	88%	49,615	513,425	591,646	87%
TOTAL EXPENSES	113,689	1,137,141	1,263,537	90%	115,175	1,251,579	1,391,007	90%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(5,944)	(65,380)	(71,324)	92%	(6,063)	(66,688)	(72,756)	92%
Depreciation & Amortization	(96)	(1,051)	(1,146)	92%	(96)	(1,051)	(1,146)	92%
TOTAL OTHER INCOME (EXPENSE)	(6,039)	(66,431)	(72,470)	92%	(6,158)	(67,739)	(73,902)	92%
NET INCOME	(50,263)	(24,342)	(88,229)	28%	(37,212)	(62,747)	(124,593)	50%
=====								
Paid Rounds	2,343	34,564	416,357	8%	2,588	36,428	38,181	95%
Annual Pass Rounds	238	4,266	76,220	6%	283	3,709	5,379	69%
Other Rounds	270	2,559	34,749	7%	238	2,504	1,970	127%
Total Rounds	2,851	41,389	527,326	8%	3,109	42,641	45,530	94%
Revenue/Paid Rounds	30	34	3	1138%	33	34	35	98%
Revenue/Total Rounds	24	28	2	1204%	27	29	29	100%

**The Golf Club at Cypress Head
Course Cash Flow Report
August 31, 2020**

	<u>August</u>	<u>YTD</u>
EBITDA	(\$31,054.27)	\$4,991.30
Management Fee Expense	(6,062.53)	(66,687.83)
Depreciation & Amortization	(95.53)	(1,050.83)
Net Income	(37,212.33)	(62,747.36)
Working Capital Changes		
Inventory	835.99	(962.70)
Receivables	(164,488.63)	(101,663.54)
Payables	(12,769.17)	(12,029.09)
Due to from the City	(138.06)	113,180.98
Prepays	5,092.84	(7,763.77)
Accrued Liabilities	13,186.66	11,271.77
Other Liabilities	144,244.37	(4,660.44)
Depreciation & Amortization	95.53	1,050.83
Operating Cash Flow	(51,152.80)	(64,323.32)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(51,152.80)</u>	<u>(64,323.32)</u>
Beginning Cash	120,040.19	133,210.71
Net Cash Flows	<u>(51,152.80)</u>	<u>(64,323.32)</u>
Ending Cash	<u>68,887.39</u>	<u>68,887.39</u>

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2020

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												
42,789	43,105	99%	32,889	130%	Green Fees	668,267	657,977	102%	630,485	106%	703,655	703,606
28,729	33,288	86%	25,150	114%	Cart Fee	423,770	442,274	96%	402,359	105%	477,197	448,976
126	20	630%	0	0%	Handicap Fee	4,360	4,340	100%	4,245	103%	4,523	4,523
545	500	109%	2,096	26%	Lessons	11,012	5,450	202%	8,985	123%	5,650	11,443
370	400	93%	180	206%	Rental Clubs	2,960	2,960	96%	3,030	94%	3,280	3,080
6,264	5,200	120%	4,492	139%	Retail	75,563	64,150	118%	63,638	119%	68,150	78,832
2,917	3,500	83%	1,782	164%	Range	36,560	36,900	99%	31,881	115%	40,400	38,472
2,380	2,700	88%	2,127	112%	City Surcharge R & R	33,892	35,049	97%	33,386	102%	37,149	35,899
0	0	0%	749	0%	Miscellaneous G&A	288	475	61%	1,221	24%	475	288
84,121	88,712	95%	69,465	121%	Total Revenues	1,256,570	1,249,594	101%	1,179,230	107%	1,340,317	1,325,119
COST OF GOODS SOLD												
4,567	3,328	137%	2,729	167%	COGS - Merchandise	47,641	41,056	116%	39,446	121%	43,616	49,202
4,567	3,328	137%	2,729	167%	Total COGS	47,641	41,056	116%	39,446	121%	43,616	49,202
79,554	85,384	93%	66,737	119%	GROSS MARGIN	1,208,929	1,208,538	100%	1,139,784	106%	1,296,701	1,275,917
72.91%	64.00%	113.92%	60.74%	120.03%	COGS - Merchandise %	63.05%	64.00%	98.51%	61.99%	101.72%	64.00%	739.74%
PAYROLL												
23,953	24,411	98%	28,345	85%	Gross Payroll - Salaried	254,311	269,125	94%	218,555	116%	293,536	278,919
29,341	28,373	103%	25,520	115%	Gross Payroll - Hourly	307,845	307,946	104%	277,661	115%	334,824	342,586
53,294	52,784	101%	53,865	99%	S/T Wages	574,156	577,071	99%	496,215	116%	628,360	621,505
3,886	4,038	96%	3,956	98%	Payroll Tax - FICA	41,615	44,146	94%	35,812	116%	48,069	44,872
154	210	74%	211	73%	Payroll Tax - UC	2,466	3,649	68%	2,461	100%	3,811	2,676
943	953	99%	875	108%	Payroll Tax - WC	10,955	10,198	107%	8,595	127%	11,125	11,766
2,716	5,512	49%	5,376	51%	Benefits	61,321	58,868	104%	56,179	109%	64,380	65,704
7,699	10,713	72%	10,419	74%	S/T Adders	116,357	116,861	100%	103,047	113%	127,385	125,018
60,993	63,498	96%	64,284	95%	TOTAL PAYROLL	690,513	693,932	100%	599,263	115%	755,745	746,523
OPERATING EXPENSES												
89	100	89%	21	422%	Cart Supplies	1,121	1,500	75%	948	118%	1,600	1,338
(65)	300	-22%	0	0%	Chemicals	2,668	2,014	132%	2,254	118%	2,264	3,222
0	200	0%	133	0%	Course Accessories	1,054	1,054	100%	1,758	60%	2,640	1,771
3,206	2,100	153%	107	2996%	Fertilizer	39,874	29,900	133%	23,923	167%	32,100	52,064
0	0	0%	0	0%	Flowers/Decor	0	750	0%	0	0%	1,000	0
860	1,300	66%	1,414	61%	Fuel	8,769	12,350	71%	10,598	83%	13,350	9,742
880	400	220%	2,463	36%	Fungicides	2,298	2,700	85%	3,880	59%	3,300	3,146
3,263	2,300	142%	2,278	143%	Herbicides	25,002	16,650	150%	12,689	197%	19,400	29,652
1,140	1,000	114%	322	354%	Insecticides	6,635	13,950	48%	10,219	65%	15,550	7,035
1,065	450	237%	253	421%	Janitorial Supplies	5,254	5,590	94%	5,429	97%	6,040	5,856
207	1,000	21%	0	0%	Laundry/Uniforms	2,335	1,600	146%	617	378%	1,600	2,544
199	400	50%	328	61%	Office Supplies	4,618	3,900	118%	3,734	124%	4,250	5,025
0	0	0%	0	0%	Range Balls	1,325	2,800	47%	2,650	50%	2,800	1,325
0	100	0%	0	0%	Range Equipment	2,101	1,500	140%	2,169	97%	1,600	2,354
0	0	0%	0	0%	Range Expenses	391	0	0%	0	0%	0	391
1,779	3,000	59%	5,671	31%	Sand/Topdress	7,827	12,100	65%	12,392	63%	13,200	7,827
0	0	0%	0	0%	Seeds/Trees	7,381	11,450	64%	13,020	57%	12,150	7,381
0	100	0%	56	0%	Small Tools	1,129	1,300	87%	423	267%	1,300	1,159
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	950	0%	0	0%	950	0
0	300	0%	0	0%	Supplies	1,700	1,000	170%	1,538	111%	1,000	1,700
0	50	0%	491	0%	Tournament Expense	229	550	42%	835	27%	600	229
231	250	92%	121	190%	Alarm System	4,360	2,750	159%	3,119	140%	3,000	5,664
14	0	0%	0	0%	Cart Repairs	289	500	58%	248	117%	600	289
510	250	204%	368	139%	Computer Service	6,951	6,250	111%	599	1160%	6,500	7,005
812	825	98%	812	100%	Contract Cleaning	9,337	9,075	103%	8,932	105%	9,900	10,149
0	0	0%	0	0%	Guest Relations	9	0	0%	135	7%	0	9
0	225	0%	0	0%	Handicap Expense	4,400	4,375	101%	4,323	102%	4,375	4,400
525	1,000	53%	1,126	47%	Irrigation	11,319	7,400	153%	5,787	196%	7,900	12,436
0	75	0%	0	0%	Lesson Expense	46	150	31%	49	94%	150	46
1,369	1,600	86%	1,264	108%	Repair & Maint - Equipment	18,146	18,700	97%	17,418	104%	20,700	19,571
812	450	180%	931	87%	Repair & Maint - Building	8,808	4,900	180%	4,555	193%	5,350	11,133
5,765	6,225	93%	6,225	93%	Cart Lease	53,921	68,470	79%	67,621	80%	74,694	60,146
6,398	5,356	119%	5,356	119%	Equipment Lease	57,279	58,912	97%	59,761	96%	62,635	62,635
176	188	94%	176	100%	Off-Site Storage	1,936	2,068	94%	1,936	100%	2,256	2,112
1,200	1,200	100%	1,164	103%	Utilities - Electric	12,549	12,690	99%	12,739	99%	13,890	13,775
3,399	3,500	97%	3,207	106%	Utilities - Other	36,827	38,200	96%	38,173	96%	41,800	40,908
188	440	43%	450	42%	Utilities - Telephone/Fax	3,341	3,790	88%	2,984	112%	4,080	3,656
228	250	91%	196	116%	Utilities - Water	2,272	2,750	83%	2,398	95%	3,000	2,476
719	3,100	23%	(332)	-217%	Advertising & Promotion	13,433	19,650	68%	14,668	92%	23,150	16,473
333	300	111%	317	105%	Bank Charges	3,778	3,300	114%	5,150	73%	3,600	4,111
(42)	0	0%	(20)	204%	Cash Short/(Over)	(442)	0	0%	(512)	86%	0	(597)
200	250	80%	250	80%	Cell Phone	2,200	2,750	80%	2,100	105%	3,000	2,400

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2020

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,380	2,700	88%	2,127	112%	City Surcharge R & R	33,892	35,049	97%	33,386	102%	37,149	35,899
1,866	2,000	93%	1,480	126%	Credit Card Discounts	25,122	26,100	96%	21,696	116%	28,100	26,196
(270)	0	0%	(100)	270%	Donations	(126)	0	0%	(200)	63%	0	511
471	100	471%	20	2355%	Dues & Subscriptions	1,362	1,060	128%	914	149%	1,060	1,362
0	0	0%	460	0%	Education & Training	1,400	0	0%	460	305%	0	1,650
45	95	47%	89	50%	Employee Relations	1,021	1,720	59%	(1,104)	-92%	1,815	1,021
29	30	97%	83	35%	Employee Testing	275	330	83%	594	46%	360	275
5,312	4,600	115%	4,867	109%	Insurance Expense	52,471	49,100	107%	48,275	109%	53,700	57,109
0	40	0%	25	0%	Member Relations	150	2,280	7%	739	20%	2,320	150
0	0	0%	0	0%	Messenger Service - Fedex	631	0	0%	73	863%	0	631
0	0	0%	0	0%	Miscellaneous	(9)	0	0%	20	-47%	0	(9)
0	0	0%	0	0%	O/S - Accounting	6,875	9,900	69%	9,690	71%	9,900	12,875
3,800	2,000	190%	350	1086%	O/S - Other	8,100	10,150	80%	8,137	100%	10,150	11,700
337	500	67%	357	94%	Payroll Processing Fee	4,248	5,600	76%	5,046	84%	6,100	4,658
135	300	45%	191	71%	Postage/Shipping	954	1,425	67%	1,447	66%	1,475	1,024
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	445	0	0%	(245)	-182%	0	415
23	100	23%	53	43%	Travel - Meals	1,364	2,500	55%	2,758	49%	2,600	1,422
0	1,050	0%	1,557	0%	Travel - Other	2,709	6,960	39%	5,489	49%	8,010	2,732
56	0	0%	0	0%	Employee Meals	69	0	0%	0	0%	0	69
49,615	52,098	95%	46,676	106%	TOTAL OPERATING EXPENSES	513,425	543,748	94%	498,432	103%	591,646	582,249
(31,054)	(30,211)	103%	(44,223)	70%	EBITDA	4,991	(29,141)	-17%	42,089	12%	(50,690)	(52,856)
6,063	6,063	100%	5,944	102%	Management Fee	66,688	66,693	100%	65,380	102%	72,756	72,631
6,063	6,063	100%	5,944	102%	Management Fees	66,688	66,693	100%	65,380	102%	72,756	72,631
23	23	100%	23	100%	Deprec - Mach & Equip	254	254	100%	254	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	797	797	100%	797	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,051	1,051	100%	1,051	100%	1,146	1,146
(37,212)	(36,370)	102%	(50,263)	74%	NET INCOME	(62,747)	(96,885)	65%	(24,342)	258%	(124,593)	(126,634)

The Golf Club at Cypress Head
Course & Grounds
For the Eleven Months Ending August 31, 2020

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												
42,789	43,105	99%	32,889	130%	Green Fees	668,267	657,977	102%	630,485	106%	703,655	703,606
2,380	2,700	88%	2,127	112%	City Surcharge R & R	33,892	35,049	97%	33,386	102%	37,149	35,899
45,170	45,805	99%	35,016	129%	Total Revenues	702,158	693,026	101%	663,871	106%	740,804	739,505
45,170	45,805	99%	35,016	129%	GROSS MARGIN	702,158	693,026	101%	663,871	106%	740,804	739,505
PAYROLL												
9,407	10,916	86%	13,429	70%	Gross Payroll - Salaried	102,608	120,076	85%	84,881	121%	130,992	113,636
15,931	16,446	97%	13,469	118%	Gross Payroll - Hourly	185,842	177,722	105%	144,214	129%	193,638	198,664
25,338	27,362	93%	26,897	94%	S/T Wages	288,450	297,798	97%	229,095	126%	324,630	312,300
1,851	2,093	88%	1,936	96%	Payroll Tax - FICA	20,911	22,782	92%	16,168	129%	24,834	22,478
54	83	65%	118	46%	Payroll Tax - UC	1,069	1,718	62%	1,031	104%	1,767	1,157
477	494	97%	436	110%	Payroll Tax - WC	5,376	5,262	102%	3,886	138%	5,747	5,789
797	2,687	30%	2,686	30%	Benefits	27,159	28,668	95%	27,943	97%	31,354	29,826
3,179	5,357	59%	5,176	61%	S/T Adders	54,515	58,430	93%	49,028	111%	63,702	59,250
28,517	32,719	87%	32,073	89%	TOTAL PAYROLL	342,965	356,229	96%	278,123	123%	388,332	371,551
OPERATING EXPENSES												
(65)	300	-22%	0	0%	Chemicals	2,668	2,014	132%	2,254	118%	2,264	3,222
0	200	0%	133	0%	Course Accessories	1,054	2,340	45%	1,758	60%	2,640	1,771
3,206	2,100	153%	107	2996%	Fertilizer	39,874	29,900	133%	23,923	167%	32,100	52,064
0	0	0%	0	0%	Flowers/Decor	0	750	0%	0	0%	1,000	0
860	1,300	66%	1,414	61%	Fuel	8,769	12,350	71%	10,598	83%	13,350	9,742
880	400	220%	2,463	36%	Fungicides	2,298	2,700	85%	3,880	59%	3,300	3,146
3,263	2,300	142%	2,278	143%	Herbicides	25,002	16,650	150%	12,689	197%	19,400	29,652
1,140	1,000	114%	322	354%	Insecticides	6,635	13,950	48%	10,219	65%	15,550	7,035
1,779	3,000	59%	5,671	31%	Sand/Topdress	7,827	12,100	65%	12,392	63%	13,200	7,827
0	0	0%	1,650	0%	Seeds/Trees	7,381	11,450	64%	13,020	57%	12,150	7,381
0	100	0%	56	0%	Small Tools	1,129	1,300	87%	423	267%	1,300	1,159
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	950	0%	0	0%	950	0
525	1,000	53%	1,126	47%	Irrigation	11,319	7,400	153%	5,787	196%	7,900	12,436
1,369	1,500	91%	1,264	108%	Repair & Maint - Equipment	16,722	16,500	101%	15,919	105%	18,000	18,147
345	100	345%	6	5746%	Repair & Maint - Building	4,988	1,100	453%	6	83132%	1,200	4,988
6,398	5,356	119%	5,356	119%	Equipment Lease	57,279	58,912	97%	54,406	105%	64,268	62,635
261	300	87%	250	104%	Utilities - Electric	2,175	2,490	87%	2,422	90%	2,790	2,450
1,029	1,500	69%	1,090	94%	Utilities - Other	17,286	15,900	109%	16,559	104%	17,200	19,115
188	140	134%	153	123%	Utilities - Telephone/Fax	1,557	1,540	101%	1,016	153%	1,680	1,722
228	250	91%	196	116%	Utilities - Water	2,272	2,750	83%	2,398	95%	3,000	2,476
0	0	0%	460	0%	Education & Training	400	0	0%	460	87%	0	650
0	20	0%	0	0%	Employee Relations	200	220	91%	80	250%	240	200
29	30	97%	83	35%	Employee Testing	275	330	83%	594	46%	360	275
3,800	2,000	190%	350	1086%	O/S - Other	8,100	10,150	80%	8,137	100%	10,150	11,700
0	0	0%	0	0%	Tax/Licenses/Fees	700	0	0%	0	0%	0	700
0	50	0%	45	0%	Travel - Other	268	420	64%	1,079	25%	470	285
25,235	22,946	110%	24,473	103%	TOTAL OPERATING EXPENSES	226,176	224,166	101%	200,017	113%	244,462	260,780
(8,582)	(9,860)	87%	(21,531)	40%	EBITDA	133,017	112,631	118%	185,732	72%	108,010	107,174
(8,582)	(9,860)	87%	(21,531)	40%	NET INCOME	133,017	112,631	118%	185,732	72%	108,010	107,174

The Golf Club at Cypress Head
Maintenance
For the Eleven Months Ending August 31, 2020

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%	(1,650)	0%	OPERATING EXPENSES	0	0	0%	0	0%	0	0
0	0	0%	(1,650)	0%	Seeds/Trees	0	0	0%	0	0%	0	0
0	0	0%	1,650	0%	TOTAL OPERATING EXPENSES	0	0	0%	0	0%	0	0
0	0	0%	1,650	0%	EBITDA	0	0	0%	0	0%	0	0
0	0	0%	1,650	0%	NET INCOME	0	0	0%	0	0%	0	0

The Golf Club at Cypress Head
Carts
For the Eleven Months Ending August 31, 2020

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
28,729	33,288	86%	25,150	114%	REVENUES	423,770	442,274	96%	402,359	105%	477,197	448,976
28,729	33,288	86%	25,150	114%	Cart Fee	423,770	442,274	96%	402,359	105%	477,197	448,976
28,729	33,288	86%	25,150	114%	Total Revenues	423,770	442,274	96%	402,359	105%	477,197	448,976
					GROSS MARGIN	423,770	442,274	96%	402,359	105%	477,197	448,976
6,060	6,648	91%	6,395	95%	PAYROLL	72,142	73,178	99%	75,424	96%	79,032	77,959
6,060	6,648	91%	6,395	95%	Gross Payroll - Hourly	72,142	73,178	99%	75,424	96%	79,032	77,959
483	509	95%	524	92%	S/T Wages	5,702	5,598	102%	6,043	94%	6,046	6,173
88	77	115%	71	124%	Payroll Tax - FICA	697	874	80%	822	85%	940	789
114	120	95%	109	105%	Payroll Tax - UC	1,363	1,294	105%	1,316	104%	1,400	1,466
0	7	0%	9	0%	Payroll Tax - WC	81	73	111%	88	92%	80	72
685	712	96%	712	96%	Benefits	7,843	7,839	100%	8,269	95%	8,465	8,500
6,745	7,360	92%	7,107	95%	S/T Adders	79,985	81,017	99%	83,693	96%	87,497	86,459
					TOTAL PAYROLL							
89	100	89%	21	422%	OPERATING EXPENSES	1,121	1,500	75%	948	118%	1,600	1,338
0	0	0%	0	0%	Cart Supplies	0	0	0%	17	0%	0	0
14	0	0%	0	0%	Supplies	289	500	58%	248	117%	600	289
5,765	6,225	93%	6,225	93%	Cart Repairs	53,921	68,470	79%	67,621	80%	74,694	60,146
940	900	104%	913	103%	Cart Lease	10,375	10,200	102%	10,317	101%	11,100	11,324
6,807	7,225	94%	7,159	95%	Utilities - Electric	65,706	80,670	81%	79,151	83%	87,994	73,097
15,177	18,703	81%	10,885	139%	TOTAL OPERATING EXPENSES	278,079	280,587	99%	239,515	116%	301,706	289,420
15,177	18,703	81%	10,885	139%	EBITDA	278,079	280,587	99%	239,515	116%	301,706	289,420
					NET INCOME	278,079	280,587	99%	239,515	116%	301,706	289,420

The Golf Club at Cypress Head
Range
For the Eleven Months Ending August 31, 2020

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,917	3,500	83%	1,782	164%	REVENUES							
2,917	3,500	83%	1,782	164%	Range	36,560	36,900	99%	31,881	115%	40,400	38,472
2,917	3,500	83%	1,782	164%	Total Revenues	36,560	36,900	99%	31,881	115%	40,400	38,472
2,917	3,500	83%	1,782	164%	GROSS MARGIN	36,560	36,900	99%	31,881	115%	40,400	38,472
0	0	0%	0	0%	OPERATING EXPENSES							
0	100	0%	0	0%	Range Balls	1,325	2,800	47%	2,650	50%	2,800	1,325
0	0	0%	0	0%	Range Equipment	2,101	1,500	140%	2,169	97%	1,600	2,354
0	0	0%	0	0%	Range Expenses	391	0	0%	0	0%	0	391
0	0	0%	0	0%	Repair & Maint - Equipment	30	400	7%	21	143%	400	30
0	100	0%	0	0%	TOTAL OPERATING EXPENSES	3,847	4,700	82%	4,840	79%	4,800	4,100
2,917	3,400	86%	1,782	164%	EBITDA	32,713	32,200	102%	27,041	121%	35,600	34,371
2,917	3,400	86%	1,782	164%	NET INCOME	32,713	32,200	102%	27,041	121%	35,600	34,371

The Golf Club at Cypress Head
Golf Shop
For the Eleven Months Ending August 31, 2020

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							
126	20	630%	0	0%	Handicap Fee	4,360	4,340	100%	4,245	103%	4,360	4,523
545	500	109%	2,096	26%	Lessons	11,012	5,450	202%	8,985	123%	5,650	11,443
370	400	93%	180	206%	Rental Clubs	2,860	2,980	96%	3,030	94%	3,280	3,080
6,264	5,200	120%	4,492	139%	Retail	75,563	64,150	118%	63,638	119%	68,150	76,832
7,305	6,120	119%	6,768	108%	Total Revenues	93,795	76,920	122%	79,898	117%	81,440	97,878
					COST OF GOODS SOLD							
4,567	3,328	137%	2,729	167%	COGS - Merchandise	47,641	41,056	116%	39,446	121%	43,616	49,202
4,567	3,328	137%	2,729	167%	Total COGS	47,641	41,056	116%	39,446	121%	43,616	49,202
2,738	2,792	98%	4,039	68%	GROSS MARGIN	46,153	35,864	129%	40,451	114%	37,824	48,676
72.91%	64.00%	113.92%	60.74%	120.03%	COGS - Merchandise %	63.05%	64.00%	98.51%	61.99%	101.72%	64.00%	739.74%
					PAYROLL							
7,326	4,216	174%	4,995	147%	Gross Payroll - Hourly	56,249	45,560	123%	49,196	114%	49,640	59,778
7,326	4,216	174%	4,995	147%	S/T Wages	56,249	45,560	123%	49,196	114%	49,640	59,778
562	323	174%	384	146%	Payroll Tax - FICA	4,245	3,485	122%	3,824	111%	3,797	4,557
12	39	31%	16	75%	Payroll Tax - UC	362	492	73%	354	102%	530	384
104	76	136%	69	150%	Payroll Tax - WC	1,071	805	133%	846	127%	879	1,126
347	0	0%	0	0%	Benefits	4,494	0	0%	0	0%	0	4,494
1,024	437	234%	469	218%	S/T Adders	10,172	4,783	213%	5,024	202%	5,206	10,562
8,350	4,653	179%	5,464	153%	TOTAL PAYROLL	66,421	50,343	132%	54,220	123%	54,846	70,341
					OPERATING EXPENSES							
144	50	287%	0	0%	Office Supplies	1,267	300	422%	236	538%	300	1,499
0	300	0%	0	0%	Supplies	1,700	1,000	170%	1,521	112%	1,000	1,700
0	50	0%	491	0%	Tournament Expense	229	550	42%	835	27%	600	229
0	225	0%	0	0%	Handicap Expense	4,400	4,375	101%	4,323	102%	4,375	4,400
0	75	0%	0	0%	Lesson Expense	46	150	31%	49	94%	150	46
0	0	0%	0	0%	Repair & Maint - Building	543	250	217%	318	171%	250	543
0	0	0%	0	0%	Cash Short/(Over)	(1)	0	0%	0	0%	0	(1)
144	700	21%	491	29%	TOTAL OPERATING EXPENSES	8,186	6,625	124%	7,282	112%	6,675	8,418
(5,755)	(2,561)	225%	(1,915)	301%	EBITDA	(28,453)	(21,104)	135%	(21,050)	135%	(23,697)	(30,082)
(5,755)	(2,561)	225%	(1,915)	301%	NET INCOME	(28,453)	(21,104)	135%	(21,050)	135%	(23,697)	(30,082)

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 2020

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%	749	0%	Miscellaneous G&A	288	475	61%	1,221	24%	475	288
0	0	0%	749	0%	Total Revenues	288	475	61%	1,221	24%	475	288
0	0	0%	749	0%	GROSS MARGIN	288	475	61%	1,221	24%	475	288
PAYROLL												
11,019	10,043	110%	11,233	98%	Gross Payroll - Salaried	113,341	110,477	103%	93,747	121%	120,520	123,623
24	1,063	2%	662	4%	Gross Payroll - Hourly	5,611	11,486	49%	8,827	64%	12,514	6,184
11,043	11,106	99%	11,895	93%	S/T Wages	118,953	121,962	98%	102,573	116%	133,034	129,807
747	850	88%	819	91%	Payroll Tax - FICA	8,040	9,330	86%	6,957	116%	10,177	8,706
0	7	0%	6	0%	Payroll Tax - UC	269	383	70%	169	160%	389	276
188	201	94%	194	97%	Payroll Tax - WC	2,241	2,155	104%	1,858	121%	2,355	2,427
1,232	2,296	54%	2,171	57%	Benefits	24,153	24,528	98%	22,780	106%	26,823	25,589
2,167	3,353	65%	3,189	68%	S/T Adders	34,703	36,395	95%	31,764	109%	39,745	36,997
13,210	14,459	91%	15,084	88%	TOTAL PAYROLL	153,655	158,358	97%	134,337	114%	172,779	166,804
OPERATING EXPENSES												
1,065	450	237%	253	421%	Janitorial Supplies	5,254	5,590	94%	5,429	97%	6,040	5,856
207	1,000	21%	0	0%	Laundry/Uniforms	2,335	1,600	146%	617	378%	1,600	2,544
55	350	16%	328	17%	Office Supplies	3,351	3,600	93%	3,499	96%	3,950	3,526
231	250	92%	121	190%	Alarm System	4,360	2,750	159%	3,119	140%	3,000	5,664
510	250	204%	368	139%	Computer Service	6,951	6,250	111%	599	1160%	6,500	7,005
812	825	98%	812	100%	Contract Cleaning	9,337	9,075	103%	8,932	105%	9,900	10,149
0	0	0%	0	0%	Guest Relations	9	0	0%	135	7%	0	9
0	100	0%	0	0%	Repair & Maint - Equipment	1,394	1,800	77%	1,477	94%	2,300	1,394
467	350	134%	925	51%	Repair & Maint - Building	3,277	3,550	92%	4,231	77%	3,900	5,602
0	0	0%	0	0%	Equipment Lease	0	0	0%	5,356	0%	0	0
176	188	94%	176	100%	Off-Site Storage	1,936	2,068	94%	1,936	100%	2,256	2,112
2,370	2,000	118%	2,117	112%	Utilities - Other	19,541	22,300	88%	21,614	90%	24,600	21,792
0	300	0%	297	0%	Utilities - Telephone/Fax	1,784	2,250	79%	1,968	91%	2,400	1,933
333	300	111%	317	105%	Bank Charges	3,778	3,300	114%	5,150	73%	3,600	4,111
(42)	0	0%	(20)	204%	Cash Short/(Over)	(441)	0	0%	(512)	86%	0	(596)
200	250	80%	250	80%	Cell Phone	2,200	2,750	80%	2,100	105%	3,000	2,400
2,380	2,700	88%	2,127	112%	City Surcharge R & R	33,892	35,049	97%	33,386	102%	37,149	35,899
1,866	2,000	93%	1,480	126%	Credit Card Discounts	25,122	26,100	96%	21,696	116%	28,100	26,196
(270)	0	0%	(100)	270%	Donations	(126)	0	0%	(200)	63%	0	511
471	100	471%	20	2355%	Dues & Subscriptions	1,362	1,060	128%	914	149%	1,060	1,362
0	0	0%	0	0%	Education & Training	1,000	0	0%	0	0%	0	1,000
45	75	60%	89	50%	Employee Relations	820	1,500	55%	(1,184)	-69%	1,575	820
5,312	4,600	115%	4,867	109%	Insurance Expense	52,471	49,100	107%	48,275	109%	53,700	57,109
0	40	0%	25	0%	Member Relations	150	2,280	7%	739	20%	2,320	150
0	0	0%	0	0%	Messenger Service - Fedex	631	0	0%	73	863%	0	631
0	0	0%	0	0%	Miscellaneous	(9)	0	0%	20	-47%	0	(9)
0	0	0%	0	0%	O/S - Accounting	6,875	9,900	69%	9,690	71%	9,900	12,875
337	500	67%	357	94%	Payroll Processing Fee	4,248	5,600	76%	5,046	84%	6,100	4,658
135	300	45%	191	71%	Postage/Shipping	954	1,425	67%	1,447	66%	1,475	1,024
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(255)	0	0%	(245)	104%	0	(285)
23	100	23%	53	43%	Travel - Meals	1,364	2,500	55%	2,758	49%	2,600	1,422
0	1,000	0%	1,511	0%	Travel - Other	2,441	6,400	38%	4,272	57%	7,400	2,446
56	0	0%	0	0%	Employee Meals	69	0	0%	0	0%	0	69
16,710	18,028	93%	16,535	101%	TOTAL OPERATING EXPENSES	196,077	207,797	94%	192,337	102%	224,425	219,381
(29,920)	(32,487)	92%	(30,870)	97%	EBITDA	(349,445)	(365,680)	96%	(325,453)	107%	(396,729)	(385,898)
6,063	6,063	100%	5,944	102%	Management Fee	66,688	66,693	100%	65,380	102%	72,756	72,631
6,063	6,063	100%	5,944	102%	Management Fees	66,688	66,693	100%	65,380	102%	72,756	72,631
23	23	100%	23	100%	Deprec - Mach & Equip	254	254	100%	254	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	797	797	100%	797	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,051	1,051	100%	1,051	100%	1,146	1,146
(36,079)	(38,645)	93%	(36,910)	98%	NET INCOME	(417,184)	(433,424)	96%	(391,884)	106%	(470,631)	(459,676)

The Golf Club at Cypress Head
Marketing
For the Eleven Months Ending August 31, 2020

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												
3,527	3,452	102%	3,683	96%	Gross Payroll - Salaried	38,362	38,572	99%	39,927	96%	42,024	41,660
3,527	3,452	102%	3,683	96%	S/T Wages	38,362	38,572	99%	39,927	96%	42,024	41,660
243	264	92%	294	82%	Payroll Tax - FICA	2,716	2,951	92%	2,821	96%	3,215	2,957
0	4	0%	0	0%	Payroll Tax - UC	70	182	39%	85	82%	186	70
60	62	97%	68	88%	Payroll Tax - WC	904	681	133%	689	131%	744	958
341	524	65%	510	67%	Benefits	5,434	5,599	97%	5,368	101%	6,123	5,723
643	854	75%	873	74%	S/T Adders	9,124	9,413	97%	8,962	102%	10,267	9,709
4,171	4,306	97%	4,556	92%	TOTAL PAYROLL	47,486	47,985	99%	48,889	97%	52,291	51,369
OPERATING EXPENSES												
719	3,100	23%	(332)	-217%	Advertising & Promotion	13,433	19,650	68%	14,668	92%	23,150	16,473
0	0	0%	0	0%	Travel - Other	0	140	0%	138	0%	140	0
719	3,100	23%	(332)	-217%	TOTAL OPERATING EXPENSES	13,433	19,790	68%	14,806	91%	23,290	16,473
(4,889)	(7,406)	66%	(4,224)	116%	EBITDA	(60,919)	(67,775)	90%	(63,695)	96%	(75,581)	(67,842)
(4,889)	(7,406)	66%	(4,224)	116%	NET INCOME	(60,919)	(67,775)	90%	(63,695)	96%	(75,581)	(67,842)

The Golf Club at Cypress Head

For the Month Ending August 31, 2020

	08/31/19	09/30/19	10/31/19	11/30/19	12/31/19	01/31/20	02/29/20	03/31/20	04/30/20	05/31/20	06/30/20	07/31/20	08/31/20	YTD2019
REVENUES														
Green Fees & Cart Fees	58,039.40	60,545.81	72,431.64	92,661.78	79,780.14	122,952.68	132,798.87	142,946.39	108,462.35	108,097.50	78,579.23	80,807.20	71,518.85	152,326.05
Merchandise	4,492.23	3,269.35	3,875.54	7,183.91	5,441.72	4,972.57	7,431.51	13,496.95	7,212.70	6,954.97	6,869.54	5,898.98	6,264.29	12,163.27
Other Pro Shop	2,275.50	814.00	698.00	1,019.00	606.00	2,385.00	4,399.00	1,515.00	775.00	655.00	1,865.00	3,274.00	1,041.00	4,315.00
Range	1,762.24	1,911.96	2,117.82	2,861.30	2,672.42	4,401.08	4,003.46	4,054.76	4,388.86	3,980.90	2,530.48	2,632.00	2,916.62	5,548.82
Other Operating Revenues	2,126.75	2,006.90	2,498.99	2,963.14	2,451.52	3,595.03	3,567.96	4,149.63	3,491.16	3,453.56	2,691.22	2,649.39	2,360.08	5,029.47
Other G&A Income	740.11	0.00	0.00	65.95	193.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	69,465.23	68,548.02	81,621.99	106,786.14	91,142.36	138,306.36	152,220.82	166,122.73	124,330.07	124,141.93	92,535.47	95,261.57	84,121.04	179,382.61
COST OF SALES														
Merchandise	2,728.68	1,560.46	2,423.05	4,846.16	3,246.82	2,505.91	5,056.11	7,758.69	6,138.90	3,867.57	4,148.23	3,082.77	4,567.10	7,649.87
TOTAL COGS	2,728.68	1,560.46	2,423.05	4,846.16	3,246.82	2,505.91	5,056.11	7,758.69	6,138.90	3,867.57	4,148.23	3,082.77	4,567.10	7,649.87
COGS - Merchandise %	60.7%	47.7%	62.5%	67.5%	59.7%	50.4%	68.0%	57.7%	85.1%	55.6%	60.4%	52.3%	72.9%	125.2%
PAYROLL														
Course and Grounds	32,073.24	28,585.41	34,432.83	31,694.92	28,920.39	30,732.19	28,012.60	30,064.37	34,382.92	32,619.65	29,888.32	33,710.11	28,516.94	62,227.05
Carts, Range, Starters, Etc.	7,106.65	6,474.49	7,080.57	7,245.10	6,303.66	7,459.86	7,103.97	8,331.27	7,471.41	7,451.16	6,908.41	7,933.81	6,745.30	14,679.11
Pro Shop	5,463.76	3,919.37	5,234.48	5,126.16	5,241.16	6,211.03	5,861.95	6,441.79	5,514.85	5,745.21	6,836.74	4,851.96	8,349.63	13,291.73
General and Administrative	15,084.13	13,148.39	14,906.51	14,011.14	14,226.43	14,428.23	13,624.83	13,668.79	14,335.47	14,014.25	13,692.32	13,537.43	13,210.09	26,747.52
Marketing	4,555.72	3,882.89	4,239.45	4,320.14	4,712.79	4,343.12	3,807.62	4,700.57	4,926.99	4,174.79	4,058.65	4,033.68	4,170.63	8,204.51
TOTAL PAYROLL	64,283.57	56,010.55	65,894.24	63,389.46	59,494.43	63,124.43	58,410.37	63,208.79	66,629.65	64,006.06	61,387.44	64,066.99	60,962.99	125,099.98
OPERATING EXPENSES														
Course and Grounds	22,823.18	34,604.16	22,181.10	10,945.55	13,883.27	17,669.77	27,135.78	15,697.76	22,994.56	27,063.06	24,090.62	19,279.31	25,235.11	44,514.42
Carts, Range, Starters, Etc.	7,158.96	7,643.70	8,835.77	7,497.66	7,507.80	7,531.09	8,638.06	(4,787.42)	6,940.46	7,116.27	6,727.77	6,736.68	6,807.38	13,546.06
Pro Shop	490.50	231.91	919.49	475.07	419.63	80.47	4,841.59	292.15	49.51	61.00	335.05	598.02	143.73	711.75
General and Administrative	16,535.39	23,304.31	17,344.06	21,043.15	15,795.57	20,485.16	18,400.45	16,683.36	16,930.76	18,559.61	15,557.15	18,567.38	16,710.39	35,277.77
Marketing	(331.71)	3,040.38	2,870.14	189.13	1,416.00	1,133.72	1,248.32	1,232.34	39.70	405.69	2,289.64	1,359.61	1,716.61	2,656.22
TOTAL OPERATING EXPENSES	46,676.32	68,624.46	52,090.56	40,180.56	39,022.26	46,900.21	60,264.17	29,118.10	46,954.95	53,205.63	49,000.23	47,093.00	49,615.22	96,708.22
TOTAL EXPENSES	113,688.57	126,395.47	120,407.85	108,396.18	101,673.51	112,530.55	123,730.65	100,083.67	119,723.54	121,079.26	114,535.90	114,242.76	115,175.31	229,418.07
EBITDA	(44,223.34)	(57,847.45)	(38,785.86)	(1,630.04)	(10,531.15)	25,775.81	28,490.17	66,039.06	4,606.53	3,062.67	(22,000.43)	(18,981.19)	(31,054.27)	(50,035.46)

The Golf Club at Cypress Head

For the Month Ending August 31, 2020

	08/31/19	09/30/19	10/31/19	11/30/19	12/31/19	01/31/20	02/29/20	03/31/20	04/30/20	05/31/20	06/30/20	07/31/20	08/31/20	YTD2019
EBITDA	(44,223.34)	(57,847.45)	(38,785.86)	(1,630.04)	(10,531.15)	25,775.81	28,490.17	66,039.06	4,606.53	3,062.67	(22,000.43)	(18,981.19)	(31,054.27)	(50,035.46)
MANAGEMENT FEES	(5,943.66)	(5,943.66)	(6,062.53)	(6,062.53)	(6,062.53)	(6,062.53)	(6,062.53)	(6,062.53)	(6,062.53)	(6,062.53)	(6,062.53)	(6,062.53)	(6,062.53)	(12,125.06)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)														
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(191.06)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPEN	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(191.06)
NET INCOME	(50,262.53)	(63,886.64)	(44,843.92)	(7,788.10)	(16,689.21)	19,617.75	22,332.11	59,881.00	(1,551.53)	(3,095.39)	(28,158.49)	(25,139.25)	(37,212.33)	(62,351.58)
Paid Rounds	2,343.00	2,094.00	2,579.00	3,106.00	2,513.00	3,800.00	3,892.00	4,536.00	3,822.00	3,781.00	2,769.00	3,071.00	2,588.00	5,659.00
Annual Pass Rounds	238.00	256.00	371.00	315.00	288.00	397.00	337.00	414.00	419.00	382.00	265.00	236.00	283.00	521.00
Other Rounds	270.00	175.00	236.00	220.00	210.00	225.00	209.00	258.00	225.00	257.00	214.00	216.00	238.00	454.00
Total Rounds	2,851.00	2,525.00	3,186.00	3,641.00	3,011.00	4,422.00	4,438.00	5,208.00	4,466.00	4,420.00	3,248.00	3,523.00	3,109.00	6,634.00
Revenue/Paid Rounds	29.65	32.74	31.65	34.37	36.27	36.40	39.11	36.62	32.53	33.01	33.53	31.02	32.50	63.52
Revenue/Total Rounds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	24.37	27.15	25.62	29.32	30.27	31.28	34.53	31.90	27.84	28.21	28.57	27.02	27.06	54.08

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2020

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												
71,519	76,392	94%	58,039	123%	Green Fees & Cart Fees	1,092,037	1,100,250	99%	1,032,844	106%	1,180,853	1,152,582
6,264	5,200	120%	4,492	139%	Merchandise	75,563	64,150	118%	63,638	119%	68,150	78,832
1,041	920	113%	2,276	46%	Other Pro Shop	18,232	12,770	143%	16,260	112%	13,290	19,046
2,917	3,500	83%	1,782	164%	Range	36,560	36,900	99%	31,881	115%	40,400	38,472
2,380	2,700	88%	2,127	112%	Other Operating Revenues	33,892	35,049	97%	33,386	102%	37,149	35,899
0	0	0%	749	0%	Other G&A Income	288	475	61%	1,221	24%	475	288
84,121	88,712	95%	69,465	121%	TOTAL REVENUE	1,256,570	1,249,594	101%	1,179,230	107%	1,340,317	1,325,119
COST OF SALES												
4,567	3,328	137%	2,729	167%	Merchandise	47,641	41,056	116%	39,446	121%	43,616	49,202
4,567	3,328	137%	2,729	167%	TOTAL COGS	47,641	41,056	116%	39,446	121%	43,616	49,202
72.9%	64.0%	113.9%	60.7%	120.0%	COGS - Merchandise %	63.0%	64.0%	98.5%	62.0%	101.7%	64.0%	739.7%
PAYROLL												
28,517	32,719	87%	32,073	89%	Course and Grounds	342,965	356,229	96%	278,123	123%	388,332	371,551
6,745	7,360	92%	7,107	95%	Carts, Range, Starters, Etc.	79,985	81,017	99%	83,693	96%	87,497	86,459
8,350	4,653	179%	5,464	153%	Pro Shop	66,421	50,343	132%	54,220	123%	54,846	70,341
13,210	14,459	91%	15,084	88%	General and Administrative	153,655	158,358	97%	134,337	114%	172,779	166,804
4,171	4,306	97%	4,556	92%	Marketing	47,486	47,985	99%	46,889	97%	52,291	51,369
60,993	63,498	96%	64,284	95%	TOTAL PAYROLL	690,513	693,932	100%	599,263	115%	755,745	746,523
OPERATING EXPENSES												
25,235	22,946	110%	22,823	111%	Course and Grounds	226,176	224,166	101%	200,017	113%	244,462	260,780
6,807	7,325	93%	7,159	95%	Carts, Range, Starters, Etc.	69,554	85,370	81%	83,991	83%	92,794	77,197
144	700	21%	491	29%	Pro Shop	8,186	6,625	124%	7,282	112%	6,675	8,418
16,710	18,028	93%	16,535	101%	General and Administrative	196,077	207,797	94%	192,337	102%	224,425	219,381
719	3,100	23%	(332)	-217%	Marketing	13,433	19,790	68%	14,806	91%	23,290	16,473
49,615	52,098	95%	46,676	106%	TOTAL OPERATING EXPENSES	513,425	543,748	94%	498,432	103%	591,646	582,249
115,175	118,924	97%	113,689	101%	TOTAL EXPENSES	1,251,579	1,278,736	98%	1,137,141	110%	1,391,007	1,377,975
(31,054)	(30,211)	103%	(44,223)	70%	EBITDA	4,991	(29,141)	-17%	42,089	12%	(50,690)	(52,856)

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2020

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(31,054)	(30,211)	103%	(44,223)	70%	EBITDA	4,991	(29,141)	-17%	42,089	12%	(50,690)	(52,856)
(6,063)	(6,063)	100%	(5,944)	102%	MANAGEMENT FEES	(66,688)	(66,693)	100%	(65,380)	102%	(72,756)	(72,631)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(1,051)	(1,051)	100%	(1,051)	100%	(1,146)	(1,146)
(37,212)	(36,370)	102%	(50,263)	74%	TOTAL OTHER INCOME (EXPENSE)	(62,747)	(96,885)	65%	(24,342)	258%	(124,593)	(126,634)
					NET INCOME							
2,588	2,468	105%	2,343	110%	Paid Rounds	36,428	35,496	103%	34,564	105%	38,181	38,522
283	454	62%	238	119%	Annual Pass Rounds	3,709	4,950	75%	4,266	87%	5,379	3,965
238	154	155%	270	88%	Other Rounds	2,504	1,806	139%	2,559	98%	1,970	2,679
3,109	3,076	101%	2,851	109%	Total Rounds	42,641	42,252	101%	41,389	103%	45,530	45,166
33	36	90%	30	110%	Revenue/Paid Rounds	34	35	98%	34	101%	35	410
27	29	94%	24	111%	Revenue/Total Rounds	29	30	100%	28	103%	29	349

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

General Ledger

Ranges:
Date:
Account:

From:
8/1/2020
First

To:
8/31/2020
Last

Sorted By:
Include:
Print Currency In:

Account
Posting, Unit
Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$89,749.06	\$107,984.01	\$158,603.85	(\$50,619.84)	\$39,129.22
	10050-5950-900	Cash - Course Payroll BMO	\$28,941.13	\$73,876.80	\$74,409.76	(\$532.96)	\$28,408.17
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$1,144.34	\$168,339.57	\$3,850.94	\$164,488.63	\$165,632.97
	12000-5950-900	Inventory - Merchandise	\$19,338.27	\$5,622.27	\$6,458.26	(\$835.99)	\$18,502.28
	13020-5950-900	Prepaid Insurance	\$25,967.85	\$0.00	\$5,312.41	(\$5,312.41)	\$20,655.44
	13040-5950-900	Prepaid Exp - Other	\$16,291.81	\$550.00	\$330.43	\$219.57	\$16,511.38
	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	(\$4,115.82)	\$0.00	\$23.12	(\$23.12)	(\$4,138.94)
	22080-5950-900	Accum. Deprec - Buildings	(\$24,515.05)	\$0.00	\$72.41	(\$72.41)	(\$24,587.46)
	30000-5950-900	Accts Pay - Trade	(\$44,520.96)	\$140,864.67	\$128,095.50	\$12,769.17	(\$31,751.79)
	30040-5950-900	Accts Pay - Other	(\$63,493.72)	\$12,889.19	\$12,751.13	\$138.06	(\$63,355.66)
	31000-5950-900	Accrued Expenses	(\$735.00)	\$735.00	\$735.00	\$0.00	(\$735.00)
	31020-5950-900	Accrued Payroll	(\$31,434.14)	\$21,685.21	\$25,462.75	(\$3,777.54)	(\$35,211.68)
	31080-5950-900	Accrued Tips Payable	(\$240.00)	\$230.00	\$0.00	\$230.00	(\$10.00)
	31220-5950-900	Accrued Sales Tax	(\$5,384.81)	\$5,384.81	\$15,023.93	(\$9,639.12)	(\$15,023.93)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,380.08	\$2,380.08	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$3,161.67)	\$1,199.18	\$925.88	\$273.30	(\$2,888.37)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$5,022.16)	\$163.87	\$175.00	(\$11.13)	(\$5,033.29)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$6,961.98)	\$3,481.03	\$40,468.00	(\$36,986.97)	(\$43,948.95)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$4,542.00)	\$2,271.02	\$26,150.00	(\$23,878.98)	(\$28,420.98)
	32070-5950-900	Deferred Rev - Gift Cards	(\$22,387.67)	\$234.08	\$156.01	\$78.07	(\$22,309.60)
	32100-5950-900	Deferred Rev - Credit Books	(\$12,038.78)	\$491.33	\$776.36	(\$285.03)	(\$12,323.81)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$15,687.74)	\$7,843.87	\$90,000.00	(\$82,156.13)	(\$97,843.87)
	32220-5950-900	Deferred Rev - Founders Pass	(\$225.00)	\$202.85	\$1,480.35	(\$1,277.50)	(\$1,502.50)
	49020-5950-900	Retained Earnings - Current	\$1.07	\$0.00	\$0.00	\$0.00	\$1.07
	50000-5950-100	Green Fees - Annual Pass	(\$58,801.45)	\$0.00	\$5,864.55	(\$5,864.55)	(\$64,666.00)
	50040-5950-100	Green Fees - Member	(\$535,164.20)	\$21.93	\$34,566.78	(\$34,544.85)	(\$569,709.05)
	50070-5950-100	Green Fees - (surcharge)	(\$31,511.62)	\$2,380.08	\$4,760.16	(\$2,380.08)	(\$33,891.70)
	50500-5950-200	Cart Fee 18	(\$318,542.66)	\$0.00	\$20,885.50	(\$20,885.50)	(\$339,428.16)
	50520-5950-200	Cart Fee - Annual Trail	(\$76,497.85)	\$0.00	\$7,843.87	(\$7,843.87)	(\$84,341.72)
	52090-5950-600	Handicap Fee	(\$4,234.00)	\$0.00	\$126.00	(\$126.00)	(\$4,360.00)
	52150-5950-600	Lessons	(\$10,467.00)	\$0.00	\$545.00	(\$545.00)	(\$11,012.00)
	52280-5950-600	Rental Clubs	(\$2,490.00)	\$0.00	\$370.00	(\$370.00)	(\$2,860.00)
	52310-5950-600	Retail	(\$69,298.39)	\$0.00	\$6,264.29	(\$6,264.29)	(\$75,562.68)
	53050-5950-220	Range Pass Revenue	(\$33,643.14)	\$0.00	\$2,916.82	(\$2,916.82)	(\$36,559.96)
	56120-5950-100	City Surcharge R & R	(\$31,511.62)	\$0.00	\$2,380.08	(\$2,380.08)	(\$33,891.70)
	59010-5950-900	Miscellaneous G&A	(\$287.51)	\$0.00	\$0.00	\$0.00	(\$287.51)
	60000-5950-600	COGS - Merchandise - Accessories	\$43,074.21	\$4,567.10	\$0.00	\$4,567.10	\$47,641.31
	70000-5950-100	Gross Payroll - Salaried	\$93,201.28	\$12,640.13	\$3,233.52	\$9,406.61	\$102,607.89
	70000-5950-900	Gross Payroll - Salaried	\$102,322.03	\$14,661.25	\$3,642.08	\$11,019.17	\$113,341.20
	70000-5950-950	Gross Payroll - Salaried	\$34,834.51	\$4,670.30	\$1,142.92	\$3,527.38	\$38,361.89
	70010-5950-100	Gross Payroll - Hourly	\$169,910.80	\$25,415.69	\$9,484.49	\$15,931.20	\$185,842.00
	70010-5950-200	Gross Payroll - Hourly	\$66,082.44	\$8,701.05	\$2,641.18	\$6,059.87	\$72,142.31
	70010-5950-600	Gross Payroll - Hourly	\$48,923.11	\$7,645.79	\$320.00	\$7,325.79	\$56,248.90
	70010-5950-900	Gross Payroll - Hourly	\$5,587.37	\$24.00	\$0.00	\$24.00	\$5,611.37
	71000-5950-100	Payroll Tax - FICA	\$19,060.32	\$2,824.07	\$972.93	\$1,851.14	\$20,911.46
	71000-5950-200	Payroll Tax - FICA	\$5,218.66	\$685.43	\$202.04	\$483.39	\$5,702.05
	71000-5950-600	Payroll Tax - FICA	\$3,683.59	\$561.57	\$0.00	\$561.57	\$4,245.16
	71000-5950-900	Payroll Tax - FICA	\$7,293.22	\$1,025.70	\$278.62	\$747.08	\$8,040.30
	71000-5950-950	Payroll Tax - FICA	\$2,473.05	\$329.97	\$87.43	\$242.54	\$2,715.59

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71010-5950-100	Payroll Tax - UC	\$1,014.87	\$54.08	\$0.00	\$54.08	\$1,068.95
	71010-5950-200	Payroll Tax - UC	\$608.36	\$88.23	\$0.00	\$88.23	\$696.59
	71010-5950-600	Payroll Tax - UC	\$349.64	\$11.93	\$0.00	\$11.93	\$361.57
	71010-5950-900	Payroll Tax - UC	\$269.29	\$0.00	\$0.00	\$0.00	\$269.29
	71010-5950-950	Payroll Tax - UC	\$70.00	\$0.00	\$0.00	\$0.00	\$70.00
	71020-5950-100	Payroll Tax - WC	\$4,898.85	\$477.24	\$0.00	\$477.24	\$5,376.09
	71020-5950-200	Payroll Tax - WC	\$1,249.09	\$113.81	\$0.00	\$113.81	\$1,362.90
	71020-5950-600	Payroll Tax - WC	\$967.65	\$103.55	\$0.00	\$103.55	\$1,071.20
	71020-5950-900	Payroll Tax - WC	\$2,052.69	\$188.09	\$0.00	\$188.09	\$2,240.78
	71020-5950-950	Payroll Tax - WC	\$843.87	\$60.37	\$0.00	\$60.37	\$904.24
	71030-5950-100	Benefits	\$26,362.18	\$2,328.14	\$1,531.47	\$796.67	\$27,158.85
	71030-5950-200	Benefits	\$81.07	\$0.00	\$0.00	\$0.00	\$81.07
	71030-5950-600	Benefits	\$4,147.35	\$695.75	\$348.76	\$346.99	\$4,494.34
	71030-5950-900	Benefits	\$22,920.80	\$2,932.81	\$1,701.06	\$1,231.75	\$24,152.55
	71030-5950-950	Benefits	\$5,093.77	\$941.94	\$601.40	\$340.54	\$5,434.31
	80110-5950-200	Cart Supplies	\$1,032.54	\$88.74	\$0.00	\$88.74	\$1,121.28
	80120-5950-100	Chemicals	\$2,732.34	\$185.00	\$249.79	(\$64.79)	\$2,667.55
	80170-5950-100	Course Accessories	\$1,053.68	\$0.00	\$0.00	\$0.00	\$1,053.68
	80230-5950-100	Fertilizer	\$36,667.35	\$3,206.23	\$0.00	\$3,206.23	\$39,873.58
	80270-5950-100	Fuel	\$7,908.89	\$860.31	\$0.00	\$860.31	\$8,769.20
	80280-5950-100	Fungicides	\$1,417.53	\$880.00	\$0.00	\$880.00	\$2,297.53
	80320-5950-100	Herbicides	\$21,738.45	\$3,263.30	\$0.00	\$3,263.30	\$25,001.75
	80370-5950-100	Insecticides	\$5,494.72	\$1,140.46	\$0.00	\$1,140.46	\$6,635.18
	80380-5950-900	Janitorial Supplies	\$4,188.54	\$1,065.45	\$0.00	\$1,065.45	\$5,253.99
	80420-5950-900	Laundry/Uniforms	\$2,128.23	\$207.16	\$0.00	\$207.16	\$2,335.39
	80520-5950-600	Office Supplies	\$1,123.29	\$143.73	\$0.00	\$143.73	\$1,267.02
	80520-5950-900	Office Supplies	\$3,295.35	\$55.42	\$0.00	\$55.42	\$3,350.77
	80610-5950-220	Range Balls	\$1,325.00	\$0.00	\$0.00	\$0.00	\$1,325.00
	80620-5950-220	Range Equipment	\$2,101.07	\$0.00	\$0.00	\$0.00	\$2,101.07
	80630-5950-220	Range Expenses	\$391.42	\$0.00	\$0.00	\$0.00	\$391.42
	80690-5950-100	Sand/Topdress	\$6,048.04	\$1,779.03	\$0.00	\$1,779.03	\$7,827.07
	80710-5950-100	Seeds/Trees	\$7,381.25	\$0.00	\$0.00	\$0.00	\$7,381.25
	80730-5950-100	Small Tools	\$1,129.29	\$0.00	\$0.00	\$0.00	\$1,129.29
	80780-5950-600	Supplies	\$1,700.07	\$0.00	\$0.00	\$0.00	\$1,700.07
	80810-5950-600	Tournament Expense	\$229.39	\$0.00	\$0.00	\$0.00	\$229.39
	81010-5950-900	Alarm System	\$4,129.47	\$230.89	\$0.00	\$230.89	\$4,360.36
	81090-5950-200	Cart Repairs	\$274.80	\$14.24	\$0.00	\$14.24	\$289.04
	81130-5950-900	Computer Service	\$6,440.79	\$510.33	\$0.00	\$510.33	\$6,951.12
	81140-5950-900	Contract Cleaning	\$8,525.00	\$812.00	\$0.00	\$812.00	\$9,337.00
	81200-5950-900	Guest Relations	\$9.00	\$0.00	\$0.00	\$0.00	\$9.00
	81220-5950-600	Handicap Expense	\$4,400.00	\$0.00	\$0.00	\$0.00	\$4,400.00
	81250-5950-100	Irrigation	\$10,793.66	\$525.00	\$0.00	\$525.00	\$11,318.66
	81270-5950-600	Lesson Expense	\$46.43	\$0.00	\$0.00	\$0.00	\$46.43
	81350-5950-100	Repair & Maint - Equipment	\$15,353.86	\$1,368.53	\$0.00	\$1,368.53	\$16,722.39
	81350-5950-220	Repair & Maint - Equipment	\$29.76	\$0.00	\$0.00	\$0.00	\$29.76
	81350-5950-900	Repair & Maint - Equipment	\$1,394.25	\$0.00	\$0.00	\$0.00	\$1,394.25
	81360-5950-100	Repair & Maint - Building	\$4,643.19	\$344.75	\$0.00	\$344.75	\$4,987.94
	81360-5950-600	Repair & Maint - Building	\$543.36	\$0.00	\$0.00	\$0.00	\$543.36
	81360-5950-900	Repair & Maint - Building	\$2,809.44	\$467.29	\$0.00	\$467.29	\$3,276.73
	82000-5950-200	Cart Lease	\$48,156.73	\$5,764.64	\$0.00	\$5,764.64	\$53,921.37
	82020-5950-100	Equipment Lease	\$50,881.62	\$6,397.57	\$0.00	\$6,397.57	\$57,279.19
	82060-5950-900	Off-Site Storage	\$1,760.00	\$176.00	\$0.00	\$176.00	\$1,936.00
	83000-5950-100	Utillties - Electric	\$1,914.15	\$260.65	\$0.00	\$260.65	\$2,174.80
	83000-5950-200	Utillties - Electric	\$9,434.82	\$939.76	\$0.00	\$939.76	\$10,374.58
	83020-5950-100	Utillties - Other	\$16,256.69	\$1,029.19	\$0.00	\$1,029.19	\$17,285.88
	83020-5950-900	Utillties - Other	\$17,170.80	\$2,594.98	\$225.00	\$2,369.98	\$19,540.78
	83030-5950-100	Utillties - Telephone/Fax	\$1,369.00	\$187.88	\$0.00	\$187.88	\$1,556.88
	83030-5950-900	Utillties - Telephone/Fax	\$1,784.29	\$298.06	\$298.06	\$0.00	\$1,784.29
	83050-5950-100	Utillties - Water	\$2,043.60	\$228.00	\$0.00	\$228.00	\$2,271.60
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$12,714.29	\$718.61	\$0.00	\$718.61	\$13,432.90

TRIAL BALANCE SUMMARY FOR 2019

The Golf Club at Cypress Head

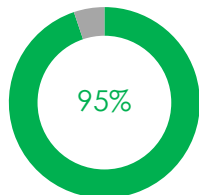
Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85020-5950-900	Bank Charges	\$3,445.67	\$332.66	\$0.00	\$332.66	\$3,778.33
	85050-5950-600	Cash Short/(Over)	(\$0.60)	\$0.00	\$0.00	\$0.00	(\$0.60)
	85050-5950-900	Cash Short/(Over)	(\$399.25)	\$50.01	\$91.84	(\$41.83)	(\$441.08)
	85060-5950-900	Cell Phone	\$2,000.00	\$200.00	\$0.00	\$200.00	\$2,200.00
	85070-5950-900	City Surcharge R & R	\$31,511.62	\$2,380.08	\$0.00	\$2,380.08	\$33,891.70
	85120-5950-900	Credit Card Discounts	\$23,255.95	\$1,866.07	\$0.00	\$1,866.07	\$25,122.02
	85140-5950-900	Donations	\$144.00	\$0.00	\$270.00	(\$270.00)	(\$126.00)
	85150-5950-900	Dues & Subscriptions	\$891.00	\$821.00	\$350.00	\$471.00	\$1,362.00
	85160-5950-100	Education & Training	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
	85160-5950-900	Education & Training	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
	85190-5950-100	Employee Relations	\$200.21	\$0.00	\$0.00	\$0.00	\$200.21
	85190-5950-900	Employee Relations	\$775.46	\$1,778.04	\$1,733.20	\$44.84	\$820.30
	85200-5950-100	Employee Testing	\$245.75	\$29.00	\$0.00	\$29.00	\$274.75
	85280-5950-900	Insurance Expense	\$47,158.28	\$5,312.41	\$0.00	\$5,312.41	\$52,470.69
	85320-5950-900	Member Relations	\$150.24	\$0.00	\$0.00	\$0.00	\$150.24
	85330-5950-900	Messenger Service - Fedex	\$630.96	\$0.00	\$0.00	\$0.00	\$630.96
	85340-5950-900	Miscellaneous	(\$9.39)	\$0.00	\$0.00	\$0.00	(\$9.39)
	85390-5950-900	O/S - Accounting	\$6,875.00	\$0.00	\$0.00	\$0.00	\$6,875.00
	85430-5950-100	O/S - Other	\$4,300.00	\$3,800.00	\$0.00	\$3,800.00	\$8,100.00
	85480-5950-900	Payroll Processing Fee	\$3,911.57	\$686.79	\$350.00	\$336.79	\$4,248.36
	85490-5950-900	Postage/Shipping	\$819.47	\$134.85	\$0.00	\$134.85	\$954.32
	85610-5950-100	Tax/Licenses/Fees	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00
	85610-5950-900	Tax/Licenses/Fees	(\$225.00)	\$0.00	\$30.00	(\$30.00)	(\$255.00)
	85710-5950-900	Travel - Meals	\$1,341.40	\$23.00	\$0.00	\$23.00	\$1,364.40
	85720-5950-100	Travel - Other	\$267.51	\$0.00	\$0.00	\$0.00	\$267.51
	85720-5950-900	Travel - Other	\$2,441.06	\$0.00	\$0.00	\$0.00	\$2,441.06
	89020-5950-900	Employee Meals	\$13.45	\$56.00	\$0.00	\$56.00	\$69.45
	90000-5950-900	Management Fee	\$60,625.30	\$6,062.53	\$0.00	\$6,062.53	\$66,687.83
	98020-5950-900	Deprec - Mach & Equip	\$231.20	\$23.12	\$0.00	\$23.12	\$254.32
	98040-5950-900	Deprec - Buildings	\$724.10	\$72.41	\$0.00	\$72.41	\$796.51
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,603.00	148.00	0.00	148.00	15,751.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,412.00	90.00	0.00	90.00	21,502.00
	RMBWD-5950-100	Rounds - Member - Weekday	79,646.00	283.00	0.00	283.00	79,929.00
	RPKWD-5950-100	Rounds - Peak - Weekday	445,126.00	2,588.00	0.00	2,588.00	447,714.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	148	\$0.00	\$709,950.01	\$709,950.01	\$0.00	\$0.00

Sales & Marketing Snapshot

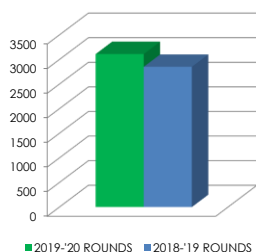
AUGUST

REPORT DATE 9/9/20

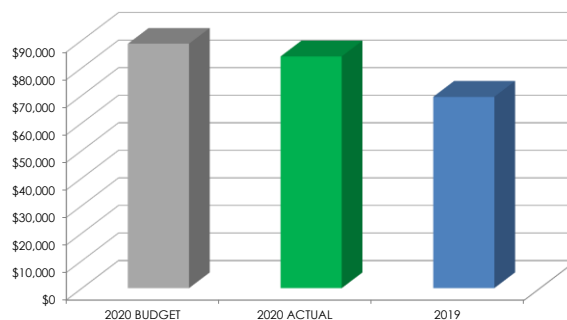
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$88,712
ACTUAL MONTHLY REVENUE	\$84,121
VARIANCE TO BUDGET	-\$4,591
PY MONTHLY REVENUE	\$69,465



AUGUST

2019-20 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$76,392
Outings	\$5,077
Merchandise	\$6,120
Payroll Expense	\$63,498
OpEx	\$52,098

2019-20 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$71,519
Outings	\$5,000
Merchandise	\$7,325
Payroll Expense	\$60,993
OpEx	\$48,615

REVENUE CLASS	Month PY AMOUNT
Total Golf	\$58,039
Outings	\$7,002
Merchandise	\$6,768

2019-20 ROUNDS
3109
2018-19 ROUNDS
2851

AUGUST ACTION ITEMS / STRATEGIES / COMMENTS

- * Achieved 95% of current budget and increased 20% over previous year
- * Rounds increased by 250 over prior year.
- * Preparation for Hurricane ISAIAS closed the course for two days
- * Aerification closed the course for one day and restricted play for topdressed conditions
- * Heavy amount of rainfall causing multiple days of cart path restricted play
- * Hosted the Senior Games in conjunction with the City of Port Orange
- *
- *
- *
- *

CYPRESS PASS SALES

2018 STATUS	2019 PASSES	2020 PASSES
Legacy Single	28	20
Legacy Double	10	9
Cypress Single	9	8
Cypress Double	4	4
Trail Fees	77	58
Founders	1	1
TOTAL PASSES	129	100
TOTAL REVENUE	\$197,787	\$158,588

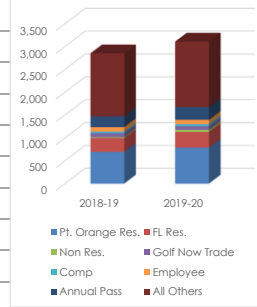
WEATHER INFORMATION

PLAYABLE DAYS	
2019	2020
23	25
PRECIPITATION IN INCHES	
2019	2020
7.5	7.6

ROUNDS SEGMENTATION

SEGMENT	2018-19	2019-20
Pt. Orange Res.	696	786
FL Res.	298	342
Non Res.	24	50
Golf Now Trade	80	79
Comp	41	46
Employee	98	90
Annual Pass	238	284
All Others	1,376	1,432
TOTAL	2,851	3,109

Rounds by Segment



TRUEREVIEW SUMMARY

2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.1	9.6	8.4	9.2	67.6	34
2019 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
8.7	9.5	7.8	8.8	69.2	13



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: No

SUBJECT: (G14) Second Reading - Ordinance No. 2020-31- LDC
Amendment/Chapter 2 and 16 – Atypical fences and Special setbacks

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2020-31, amendments to Chapters 2 and 16 of the Land Development Code.

SUMMARY: Update: At their September 15th meeting, the City Council amended the proposed Ordinance 2020-31 to remove the text amendment pertaining to A/C setbacks and revise the setbacks for a pergola to allow attached pergolas 3-feet into the front yard in addition to the initial setbacks proposed. The ordinance and staff report been revised to remove the text related to previously proposed setback for A/C units and add the front setback for an attached pergola.

Summary: The proposed administrative Land Development Code (LDC) text amendments are intended to improve the content of the existing code, as part of an on-going maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, and code improvements that includes changes to the content of the existing code that are intended to address problems or issues encountered when applying the code.

Amendments to Chapter 2 and 16 - Atypical Lot Fence Regulations

The proposed amendment revises the definition for an atypical lot as a lot within a subdivision that abuts a street at one end and a waterway/body of water which is 100 feet or more in width (Halifax River, Spruce Creek, or common area stormwater pond) or a golf course within the same subdivision. The current atypical lot definition in the LDC includes a waterway/body of water which is 100 feet, a golf course, or a common open space in a subdivision 100 feet or more in width. If approved, residential lot owners that about non-water common area over 100 feet in width would be able to install 6' tall fences and sheds in their rear yards. The common open space referenced in the atypical lot definition could include tree preservation area, dry retention, and wetland areas.

The atypical lot definition is used to apply LDC requirements for fence height and setbacks for accessory structures greater than 4-feet in height to preserve and protect views to significant natural (rivers and creeks) and human-made (stormwater ponds and golf course) features within the city. With the development of newer residential subdivisions over the last 20 years, there are more situations where a residential lot abuts a wooded common area or a dry retention common area and according to the

current requirement in the LDC, these lots are limited to a 4' tall fence and no accessory structures greater than 4' tall within the rear yard. Lots that abut tree preservation area, dry retention, and wetland areas and have a 4' tall height restriction are the lots that residents typically question the need of preserving the view of non-water related common areas when they are requesting permits for fences and sheds.

Amendments to Chapters 16 – Type of 6' Tall Fence Allowed on Atypical Lot

The proposed amendment expands the design type of fences that can be constructed at 6-feet tall in the rear yard of an atypical lot to include clear glass, picket, and other similar fence types. Currently the only type of fence that can be installed greater than 4' tall in the rear yard is a 6-foot chain link fence. These non-opaque fencing options are similar to a chain link fence in that they do not obstruct the view of an abutting common area (golf course and water body or common area 100-foot in width) and have recently been requested by residential lot owners instead of using a 4' tall opaque fence or 6' chain link fence in the rear yard of their atypical lot. The changes to height and design type would only apply to the City's LDC, as Homeowner Associations (HOA) could place additional restrictions on fence type and height.

Amendments to Chapter 2 and 16 – Definition and Setbacks for Pergola and Gazebo

The proposed amendment would define a "pergola" and "gazebo" and establish setbacks for placement on a property within the side or rear yard. Over the past year, staff has seen an increase in inquiries from residents and developers for setbacks to install gazebos or pergolas on their property. Currently there is no definition or specific setbacks for these structures in the LDC. Similar to other accessory structures, a pergola or gazebo would not be allowed within a front yard. The proposed minimum setbacks for a gazebo or pergola is seven and one-half feet (7½') from the side and rear property line, or the required side-yard setback of a principal structure, whichever is less (e.g. 5-feet for a lot with a 5-foot side setback), and allow an attached pergola to encroach three feet into a front yard.

Accessory Uses and Accessory Structures Not Specified

The current LDC states that, "Any specific accessory use or structure which is not addressed within this chapter shall not be located on any lot." In order to account for new accessory structures not specifically addressed in the LDC, the proposed amendment adds the following general statement, "If any accessory structure is not specifically addressed within this chapter, the administrative official or their designee shall use the setback applicable to the most clearly comparable accessory structure."

The staff report is attached for more information and has been revised to remove the text related to amending the side setback for A/C units.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-31 with revisions requested at 1st reading	REVISED 915 Ord. No. 2020-31 LDC Amendments Ch 2 16 17 Atypical Fences & Special Setbacks.pdf
2.	Revised Staff Report - Ch 2 and 16 fences and special setbacks	Revised Staff Report - Ch 2 and 16 fences and special setbacks.pdf

Robin Fenwick
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 9/16/2020
Approved - 9/17/2020
Approved - 9/21/2020
Approved - 9/23/2020
Final Approval - 9/23/2020

ORDINANCE NO. 2020-31

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 2 AND 16 UPDATING
THE DEFINITION FOR ATYPICAL LOTS AND TYPE OF
FENCING ALLOWED ON AN ATYPICAL LOT, AND
PROVIDING A DEFINITION AND SPECIAL SETBACKS
FOR PERGOLA AND GAZEBO; PROVIDING FOR REPEAL
OF CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

WHEREAS, for purposes of this ordinance words with underlined (underlined)
type shall constitute additions to the original text and words with strikethrough
(~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends
Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

[No changes to Section 1]

Section 2: - Definitions.

Atypical lot. A lot within a subdivision which, as a result of subdivision design, abuts a street at one end and any of the following at the opposite end:

- (a) A waterway or body of water, either of which is 100 feet or more in width, including but not limited to the Halifax River, ~~and Spruce Creek,~~ or a designated common open space area within the same subdivision which is a body of water;
or
- (b) A golf course fairway or green within the same subdivision; ~~or~~
- ~~(c) A designated common open space area within the same subdivision which is a body of water 100 feet or more in width.~~

Gazebo. A freestanding roofed structure that is open or screened on all sides.

Pergola. A freestanding or attached structure of parallel colonnades supporting an open roof of crossing rafters or trellis'.

[No other changes to Section 2: - Definitions]

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 16 of the Land Development Code, to read as follows:

Chapter 16 – MISCELLANEOUS REGULATION

Section 1: - Accessory uses and structures.

[No changes to subsections (a) through (b)]

(c) *General provisions.*

- (1) Outdoor storage shall be prohibited, except as specifically permitted herein.
- (2) Signs, fences, walls, parking and loading areas, and other such features which are typically located within required yard areas shall comply with the applicable provisions of this code for such uses and structures.
- (3) Any specific accessory use ~~or structure~~ which is not addressed within this chapter shall not be located on any lot. If any accessory structure is not specifically addressed within this chapter, the administrative official or their designee shall use the setback applicable to the most clearly comparable accessory structure.

[No changes to subsections (d) through (e)]

(f) *Atypical lots.* The atypical lot requirements are intended to preserve and protect views to significant natural and human-made features within the city. These features include, but are not limited to the Halifax River, bodies of water 100 feet or more in width, golf courses and subdivision dedicated common open spaces that are a body of water 100 feet or more in width. The atypical lot provisions are not intended to apply to subdivision common areas that are utility or gas easements, or that function as buffers between adjacent roadways or neighboring subdivisions.

[No changes to Section 2]

Section 3: - Fences and walls.

[No changes to subsection (a)]

(b) *General provisions.*

[No changes to subsection 1]

(2) *Height.*

(a) For individual single-family and two-family residential lots, no permanent fence or wall shall exceed six feet in height in rear or side yards, except as provided in subparagraph (e) below. In addition, fences and walls shall not exceed four feet in height when erected on an atypical lot within the required rear yard setback, except as provided in subsection (h) below.

[No changes to subsections (b) through (g)]

(h) On atypical lots, chain link fences and other non-privacy fences (e.g. clear glass or plastic and metal/aluminum picket fences) that are not opaque, but function similarly to a chain link fence in that they do not obstruct the view of the common area may not exceed six feet in height when erected within the required rear yard.

[no changes to subsection (2)(i) through subsection (5)]

[No changes to Section 4]

Section 5: - Special setbacks.

[No changes to subsection (a)]

(b) *Special setbacks.*

[The following special setbacks are to be amended and/or added to the table in alphabetical order.]

Structure or Building Feature	Special Setback
<u>Gazebo</u>	<u>7.5 feet into yard or the required side-yard setback of principal structure, whichever is less (2)</u>
<u>Pergola</u>	<u>7.5 feet into yard or the required side-yard setback of principal structure, whichever is less (2); 3 feet into front yard if attached to principal structure</u>

NOTES:

[no changes to note (1)]

(2) Location within required yards permitted in rear and side yards only.

[no changes to notes (3) through (8)]

[No changes to the remaining Sections 6 thru 13]

SECTION 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 5: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



STAFF REPORT - *REVISED*

CASE NO. 20-25000005

LDC Amendment/Chapter 2 and 16 – Atypical Lots, Fences Design & Special Setbacks for Pergola and Gazebo

REQUEST:	Amendments to Chapter 2 and 16 of the Land Development Code (LDC), updating the definition for atypical lots and type of fencing allowed on an atypical lot and special setbacks for pergola and gazebo.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (August 27, 2020)
CITY COUNCIL:	October 6, 2020 (2 nd Reading)

Introduction

Staff has been updating the Land Development Code in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, fire impact fees, site plan and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation and others.

The proposed amendments are intended to improve the content of the existing code, as part of an on-going maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, and code improvements that includes changes to the content of the existing code that are intended to address problems or issues encountered when applying the code.

Amendments to Chapter 2 and 16 Atypical Lot Fence Regulations

The proposed amendment revises the definition for an atypical lot as a lot within a subdivision that abuts a street at one end and a waterway/body of water which is 100 feet or more in width (Halifax River, Spruce Creek, or common area stormwater pond) or a golf course within the same subdivision. The current atypical lot definition includes a waterway/body of water which is 100 feet, a golf course, or more in width along with common open space in a subdivision. The common open space referenced in the definition could include tree preservation area, dry retention, and wetland areas.

The atypical lot definition is used to apply LDC requirements for fence height and setbacks for accessory structures greater than 4-feet in height to preserve and protect views to significant natural (rivers and creeks) and human-made (stormwater ponds and golf course) features within the city. With the development of newer residential subdivisions over the last 20 years, there are more situations where a residential lot abuts a wooded common area or a dry retention common area and according to the current requirement in the LDC, these lots

are limited to a 4' fence and no accessory structures greater than 4-feet in height within the rear yard. These are the lots residents typically question the need of preserving non-water related common areas when they are requesting permits for fences and sheds (Figure 1).

Figure1. Example of Dry Retention and Wooded Common Areas



If the proposed amendment is approved, the fence height and accessory structure setback requirements in the LDC for lots abutting the Halifax River, Spruce Creek, stormwater ponds bodies of water 100 feet or more in width, and golf courses would NOT change. However, residential lots within a subdivision that abut a common open space such as a tree preservation area, dry retention, and wetland areas would be able to install opaque fencing at a maximum height of 6' and locate accessory structures with a rear yard.

Amendments to Chapters 16 – Type of 6' Tall Fence Allowed on Atypical Lot

The proposed amendment expands the type of fences that can be constructed at 6-feet tall in the rear yard of an atypical lot. For an atypical lot, the LDC restricts the maximum height of a fence within the rear yard at 4-foot tall but allows for a chain link fence at 6-foot tall. The intent of the 4-foot height restriction in the LDC is to maintain the rear yard views of a golf course and/or water body (retention pond, lake, river, and stream) for adjacent properties by limiting the height of an opaque fence at 4-foot. The proposed amendment expands on the fence types allowed to be installed at 6-foot in the rear yard of an atypical lot. Similar to the currently allowed 6-foot chain link fence, other non-opaque fence options (clear glass or plastic and picket fences) would be acceptable at 6-foot tall since views would not be fully obstructed. These non-opaque fencing options function similarly to a chain link fence in that they do not obstruct the view of the common area (see Figure 2).

Figure 2. Example of a clear glass fence and wrought iron picket fence**Amendments to Chapter 2 and 16 – Definition and Setbacks for Pergola and Gazebo**

The proposed amendment would define a “pergola” and “gazebo” and establish setbacks for placement on a property within the side or rear yard. Over the past year, staff has seen an increase in inquiries from residents and developers for setbacks to install gazebos or pergolas on their property. However, there are no specific side and rear setbacks for these structures in the LDC. Therefore, the proposed amendment is to define these structures and establish setbacks. Similar to other accessory structures, a pergola or gazebo would not be allowed within a front yard.

Staff researched what other neighboring cities use as setbacks and how the pergola and gazebo function on the lot compared to other accessory structures (e.g. Ormond Beach, DeLand, Orange City) with established setbacks already in the LDC. The following definitions and setbacks for a pergola and gazebo are proposed to be added to the LDC:

- Definition added for a pergola - A freestanding or attached structure of parallel colonnades supporting an open roof of crossing rafters or trellis
- Definition added for a gazebo - A freestanding roofed structure that is open or screened on all sides.
- Establish minimum setbacks for a gazebo or pergola of seven and one-half feet (7½') from the side and rear property line, or the required side-yard setback of principal structure, whichever is less (e.g. 5-feet for a lot with a 5-foot side setback). An attached pergola may also encroach three feet into the front yard.

Figure 2 – Example Gazebo and Pergola

Gazebo



Pergola

Accessory Uses and Accessory Structures Not Specified

The current LDC states that, “Any specific accessory use or structure which is not addressed within this chapter shall not be located on any lot.” Accessory uses and structures are incidental to the principal use established on the same lot; subordinate to and serve the principal use; subordinate in area, extent and purpose to the principal use; and contribute to the comfort, convenience or necessity of users of the principal use. No accessory structure or use is permitted on any lot which does not have an established principal use conforming to the requirements of the LDC. No accessory structure is permitted on any lot which does not have a permitted principal structure.

In order to account for new accessory structures not specifically addressed in the LDC, the proposed amendment adds the following general statement, “If any accessory structure is not specifically addressed within this chapter, the administrative official or their designee shall use the setback applicable to the most clearly comparable accessory structure.”

Recommendation

Approval of the amendments to Chapters 2 and 16 of the Land Development Code, subject to review by the City Attorney as to legal form and content.

Attachments

Exhibit 1 - Proposed LDC Amendments to Chapters 2 and 16 (see Ordinance Exhibit)

Please note: This staff report was revised after the September 15, 2020, first reading of the ordinance by the City Council. At their September 15th meeting, the City Council amended the Ordinance 2020-31 to remove the text amendment pertaining to the proposed A/C setbacks and revise the proposed setbacks for a pergola to allow attached pergolas 3-feet into the front yard in addition to the initial setbacks proposed. The report has been revised to reflect these changes.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: No

SUBJECT: (G15) Second Reading - Ordinance No. 2020-32 - LDC Amendment – Chapter 16, Section 1; and Code of Ordinances Amendment – Sections 70-48 and 70-50/Residential Storage

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-32, amending Chapter 16, Section 1 of the Land Development Code and Sections 70-48 and 70-50 of the Code of Ordinances.

SUMMARY: Planning Commission Action (8/27/20): Recommended Approval

The proposed amendment is to establish regulations in the Land Development Code (LDC) and the Code of Ordinances related to outside storage and parking of inoperable, disabled, abandoned, and/or unregistered/unlicensed recreational vehicles and equipment on residential properties, such as RV's, boats, motor coaches, and jet skis. The proposed amendment does not change the current code requirements for parking of licensed, registered and operable recreational vehicles and equipment. The amendment adds private motor coaches to the definition of recreational vehicles, removes obsolete enforcement provisions and adds general enforcement.

Amending the LDC and Code of Ordinances to address inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment, will allow Code Enforcement to cite a property owner that stores or parks an inoperable, disabled, abandoned and unregistered/unlicensed recreational vehicle(s) and equipment on a residential lot for a violation so the nuisance can be abated in a timely manner.

Recently, Code Enforcement staff has worked with the City Attorney's office to strengthen the language in the LDC and Code of Ordinances to be able to cite residential property owners for inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment. Code Enforcement Staff has observed or received complaints from residents about inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment stored outside and creating a nuisance for adjacent property owners and neighborhoods throughout the city.

The staff report and proposed Ordinance is attached for more information.

Project No.: Funding Account No.:

Presenter: Debbie Pearson, Thomas Grimaldi, Penelope Cruz

ATTACHMENTS:

1.	CC Staff Report - Recreational Vehicles	CC Staff Report - Recreational Vehicles.pdf
2.	Recreational Vehicles Ordinance 2020-32	Ordinance REV.pdf

Penelope Cruz

Created/Initiated - 9/17/2020



REVISED STAFF REPORT

LDC Amendment – Chapter 16, Section 1
and Code of Ordinances Amendment –
Sections 70-48 and 70-50
CASE NO. 20-25000002

REQUEST:	Amend Chapter 16, Section 1 of the Land Development Code and Sections 70-48 and 70-50 of the Code of Ordinances related to residential outside storage of disabled or abandoned recreational vehicles or equipment
APPLICANT:	City of Port Orange
STAFF CONTACTS:	Gwen Perney, Senior Planner (386) 506-5673 Deborah Pearson, Code Compliance Manager (386) 506-5644
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (August 27, 2020)
CITY COUNCIL:	September 15, 2020

SUMMARY OF PROPOSED AMENDMENT

The proposed amendment is to update the regulations in the Land Development Code (LDC) and the Code of Ordinances related to outside storage of inoperable, disabled, abandoned, and/or unregistered/unlicensed recreational vehicles and equipment on residential properties, such as RV's, boats, motor coaches, and jet skis. Currently, Chapter 16 of the LDC prohibits outside storage of unlicensed or inoperable motor vehicles but does not specifically address recreational vehicles or equipment. The proposed Ordinance also amends related sections of the Code of Ordinances. The proposed Ordinance is attached as Exhibit 1.

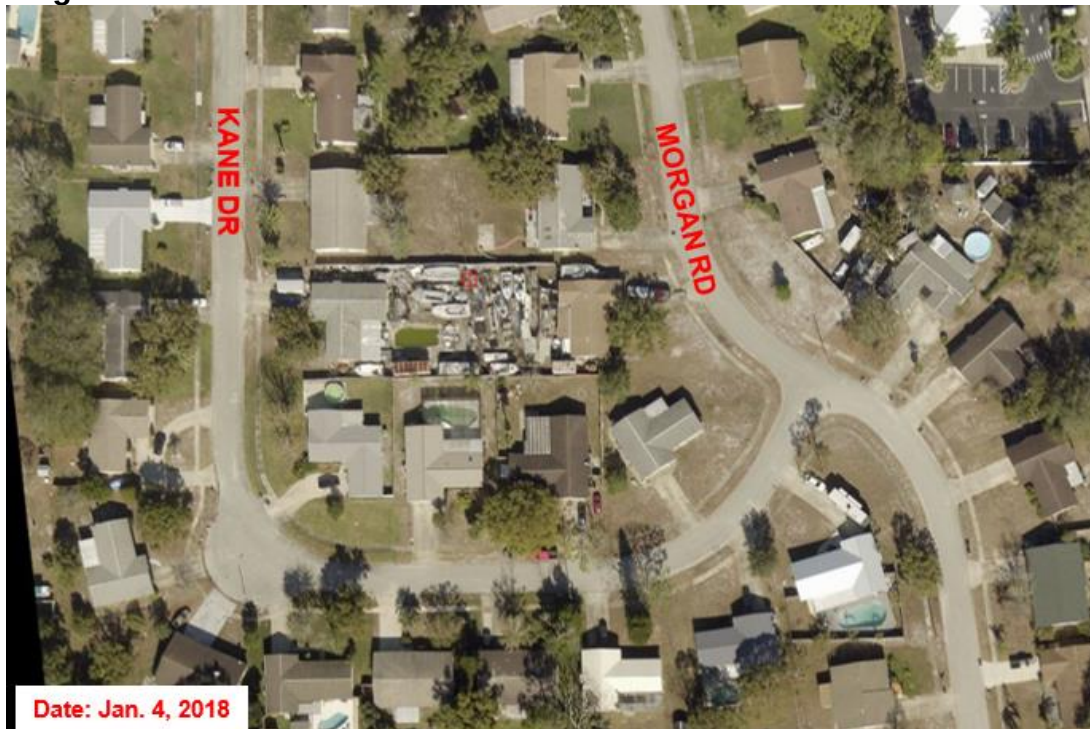
Amending the LDC and Code of Ordinances to address inoperable, disabled, abandoned, and unregistered/unlicensed inoperable or abandoned recreational vehicles and equipment, will allow Code Enforcement to cite a property owner that stores an inoperable or abandoned recreational vehicle(s) and equipment on a residential lot for a violation so the nuisance can be abated in a timely manner.

Recently, Code Enforcement staff has worked with the City Attorney's office to strengthen the language in the LDC and Code of Ordinances to be able to cite residential property owners for inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment. Code Enforcement Staff has observed or received complaints from residents about inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment stored outside and creating a nuisance for adjacent property owners and neighborhoods throughout the city. In some cases, inoperable, disabled, abandoned, and/or unregistered/unlicensed recreational vehicles can pose threats to the community as they:

- Contribute to blight.
- May become a home for rodents, mosquitoes, insects, and other unsanitary vermin.
- May be a fire hazard if they contain flammable substances.
- May contain fluids that, if leaked, may contaminate the environment and contribute to storm water and groundwater pollution.
- Residents can be physically harmed by coming into contact with loose, sharp, or jagged parts from an abandoned or inoperable vehicle.

The proposed amendment does not change the current code requirements for parking of licensed, registered and operable recreational vehicles and equipment. The amendment only applies to inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment.

Figure 1. Example of nuisance properties with inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment in a residential neighborhood



STAFF RECOMMENDATION

Approval of the Land Development Code Amendment to Chapter 16, Section 1 and Code of Ordinance Section 70-48 and 70-50, related to Residential Outside Storage of inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment.

ATTACHMENTS

Exhibit 1 – Proposed Ordinance

ORDINANCE NO. 2020-32

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 16, SECTION 1(e)(1)(b) RELATING TO OUTSIDE STORAGE TO ADD A REGULATION FOR INOPERABLE, DISABLED, ABANDONED, AND UNREGISTERED/UNLICENSED RECREATIONAL VEHICLES AND EQUIPMENT; AMENDING THE CODE OF ORDINANCES SECTION 70-48 TO ADD A REGULATION PERTAINING TO INOPERABLE DISABLED, ABANDONED, AND UNREGISTERED/UNLICENSED RECREATIONAL VEHICLES AND EQUIPMENT AND TO ADD PRIVATE MOTOR COACHES TO THE DEFINITION OF RECREATIONAL VEHICLES; AMENDING THE CODE OF ORDINANCES SECTION 70-50 BY DELETING OBSOLETE PROVISIONS AND PROVIDING FOR GENERAL ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, certain inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment have accumulated in the City of Port Orange and are a detriment to the health, safety and welfare of the citizens of the community; and

WHEREAS; accumulation of such recreational vehicles and equipment is unsightly and creates a blighting effect upon the neighborhood or area in which the vehicle or equipment is situated; and

WHEREAS, inoperable, disabled, abandoned, and unregistered/unlicensed recreational vehicles and equipment may become attractive nuisances to children who may be injured by the poor and deteriorated condition of said recreational vehicles and equipment; and

WHEREAS, such recreational vehicles and equipment by reason of their state of disrepair and lack of use could possibly become infested with vermin, rodents, insects, etc.; and

WHEREAS, the City desires to maintain a safe and beautiful City; and

WHEREAS, this ordinance protects the integrity, value and character of residential neighborhoods; and

WHEREAS, it is in the best interest of the public health, safety and welfare that this ordinance be adopted; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 16, Miscellaneous Regulations, Section 1(e)(1)(b), Accessory Uses and Structures, of the City of Port Orange Land Development Code to read as follows:

Section 1: - Accessory uses and structures.

...

(e) *Outside storage.* Outside storage of new and used equipment and materials shall be regulated as follows.

(1) *Residential uses.*

(a) Outside storage of materials and equipment shall be restricted to the rear yard area and screened by an opaque fence or hedge so that such materials are not visible from any public right-of-way or adjoining lot.

(b) Materials and equipment such as appliances, ~~unlicensed or inoperable motor vehicles~~ motor vehicle parts, and equipment and materials used as part of a business conducted off-site shall not be stored outside. Additionally, unlicensed/unregistered, disabled, abandoned, or inoperable motor vehicles shall not be stored outside. Unlicensed/unregistered, disabled, abandoned or inoperable Recreational vehicles or equipment (as defined in section 70-48 of this Code of Ordinances) shall not be stored outside unless awaiting repair and stored pursuant to section 70-48(h). This prohibition shall not apply to licensed/~~registered~~ and operable motor vehicles, ~~boats,~~ recreational vehicles and equipment and other such vehicles, which are merely being parked on-site. However, such vehicles shall be subject to other provisions of this code, such as those relating to driveways, which may regulate or restrict their location on site.

(c) Unless otherwise stated, temporary storage containers (e.g. PODS) shall be restricted to the driveway for a period not to exceed 72 hours in any continuous 30-day period. However, if said container is placed as permitted and is related to an improvement that has been issued a building permit, said container will be permitted for the duration of the building permit and shall be removed prior to the city's issuance of a certificate of occupancy or completion.

...

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 70, Section 70-48, Parking of recreational vehicles and equipment on residential premise of the City of Port Orange Code of Ordinances to read as follows:

Sec. 70-48 Parking of recreational vehicles and equipment on residential premises.

(a) For the purpose of this section, "recreational vehicle or equipment" means any vehicle, motorized equipment or equipment customarily towed behind a motor vehicle, which is designed, intended, or used for recreational purposes, including but not limited to, boats, boat trailers, travel trailers, private motor coaches, truck campers or motor homes and camping trailers as defined in F.S. § 320.01(1)(b). ~~"Recreational vehicle or equipment" shall not include a private motorcoach as defined in F.S. § 320.01(1)(b)5.~~

(b) For the purpose of this section, "front plane of a dwelling unit" means the plane of the longest front facade parallel or nearly parallel to the front lot line, and shall include the roof overhang of said longest front facade.

(c) For purposes of this section, *disabled or abandoned recreational vehicles or equipment* means any vehicle or equipment which:

(1) Is wrecked and unrepaired, or is incapable of functioning as a recreational vehicle or equipment in its present state;

(2) Has no engine, transmission, or other major and visible parts, or has other major or visible components which are dismantled;

(3) Is not registered and/or licensed as required by law;

(4) Is apparently inoperative, as indicated by vegetation underneath the recreational vehicle or equipment as high as the vehicle or equipment body or frame or refuse or debris collected underneath the vehicle or equipment;
or

(5) Is otherwise located on property in an apparent state of disuse or neglect, so as to render the recreational vehicle or equipment unsightly to a reasonable person viewing the vehicle or equipment from outside the property on which the vehicle or equipment is located.

(ed) No recreational vehicle or equipment greater than 24 feet in length shall be parked or stored on any residential lot or the right-of-way adjoining the residential lot except for the following:

(1) In an enclosed building or a completely enclosed garage.

(2) Behind the front plane of a dwelling unit.

(3) Anywhere on residential premises for a period not to exceed 72 hours in any continuous 30-day period for the purpose of maintenance, loading or unloading.

The recreational vehicle or equipment shall be measured along the centerline from the front to the rear of the vehicle or equipment and shall include all appurtenances, accessories and attachments, including but not limited to the trailer tongue, inboard and/or outboard engine, and engine trailer assembly.

(de) When a recreational vehicle or equipment is stored or when parked for maintenance, loading and unloading, the recreational vehicle engine or associated equipment engine shall not be operated between the hours of 9:00 p.m. and 7:00 a.m. Subsection (de)(3) shall not be construed to prohibit the arrival and departure of recreational vehicles to and from the driveway of the residence.

(ef) No recreational vehicle or equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.

(fg) No recreational vehicles and equipment shall be parked on the right-of-way adjoining the residential premises.

(h) There shall be no parking or storage of abandoned or disabled recreational vehicles or equipment on any residential lot or the right-of-way

adjoining any residential lot other than temporary parking or storage for those awaiting repair. Such temporary parking or storage shall be confined to an enclosed building or completely enclosed garage or behind the front plane of the dwelling unit. Such temporary parking or storage shall not exceed 7 days.

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 70, Section 70-50, Enforcement, of the City of Port Orange Code of Ordinances as follows:

Sec. 70-50. Enforcement.

~~(a) Whenever a code inspector determines that a vehicle is disabled or abandoned on residentially-zoned or agriculturally-zoned private property in violation of section 70-49, the code inspector shall place a notice as described in subsection (b) of this section on the windshield or some other prominent, visible part of the vehicle.~~

~~(b) The notice shall be not less than eight inches by ten inches, shall be sufficiently weatherproof to withstand normal exposure to the elements, and shall be in substantially the following form:~~

~~NOTICE TO THE OWNER OF THIS VEHICLE AND ALL PERSONS HAVING AN INTEREST IN THIS VEHICLE. This vehicle, to wit: (setting forth brief description) is unlawfully on the following property: (describing location by legal description or street address) and must be removed within fifteen (15) days; otherwise the City of Port Orange will remove and dispose of the vehicle pursuant to section 70-50 of the Code of Ordinances, City of Port Orange, Florida. If the city does remove and/or dispose of the vehicle, the owner of the vehicle and the owner or occupant of the property shall be responsible for removal, storage, disposition, and notice costs. The owner of the vehicle and the owner or occupant of the property shall have the right to appeal this determination by filing an appeal within fifteen (15) days from the date of this notice. The appeal must be in writing and delivered to the office of: (setting forth the city manager or the title of his designee) at: (setting forth business address), Dated this: (setting forth the date of posting of the notice). Signed: (setting forth name, title, business address, and telephone number of code inspector).~~

~~(c) If the code inspector places a notice on the vehicle the code inspector shall also make every reasonable attempt to ascertain the name and address of the owner of the vehicle. If such name and address is reasonably available to the code inspector, the code inspector shall mail or hand deliver a copy of the notice to the owner of the vehicle on or before the date on which the notice is posted on the motor vehicle.~~

~~(d) The owner of the vehicle and the owner or occupant of the property shall have the right to appeal the code inspector's determination, so long as such appeal is filed on or before the date stated on the notice. The sole grounds for appeal are that the vehicle is not disabled or abandoned as defined in section 70-~~

~~49. The appeal shall be deemed filed when delivered in writing to the office of the city manager or his designee, and the owner of the vehicle or the owner or occupant of the property shall bear sole responsibility for such delivery.~~

~~(e) The city manager or his designee shall promptly schedule a hearing on the appeal, which hearing shall be held within five business days of the date on which the appeal is filed. At the hearing, the owner of the vehicle and the owner or occupant of the property may appear individually or by counsel and shall have the burden of proving that the vehicle complies with section 70-49 by a preponderance of the evidence. The code inspector shall be entitled to attend the appeal and present any contrary evidence. Within three days of the hearing, the city manager or designee shall render a written decision on the appeal and provide copies thereof to the owner of the vehicle and the owner or occupant of the property, to counsel, if any, and to the code inspector. The decision of the city manager or his designee shall be deemed final administrative action. The time for removal of the vehicle shall be tolled so long as any appeal is pending but shall begin to run immediately upon the rendition of a decision on any such appeal.~~

~~(f) After the time set for removal has expired, and all available appeals have been exhausted, the code inspector shall request a city law enforcement officer to have the vehicle removed to a storage facility and disposed of in compliance with applicable state law or city ordinance.~~

~~(g) The procedures set forth in this section provide an additional or supplemental means of obtaining compliance with section 70-49. Nothing contained in this section shall prohibit the city from enforcing 70-49 by any other means.~~

~~(h) Any employee of the city and any person authorized by such employee is immune from prosecution, civil or criminal, for reasonable, good faith trespass upon real property while in the discharge of duties imposed by this section.~~

Unless otherwise specified, the provisions of this article may be enforced by:

(a) Enforcement proceedings by the special magistrate;

(b) A suit brought by the city in the circuit or county court to restrain, enjoin or prevent a violation of this article; or

(c) Enforcement as provided in section 1-8 of this Code.

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the

invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. The provisions of this ordinance shall become and be made a part of the Code of Ordinances and the Land Development Code of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

SECTION 7. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

Passed and adopted on second and final reading on the day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

[CA 7162]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: No

SUBJECT: (G16) First Reading - Ordinance No. 2020-30 - Rezoning/4116 Nova Road

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-30, rezoning approximately ± 9.68 acres from Flood-Plain Conservation (F-C) to Commercial Industrial (CI).

SUMMARY:

Planning Commission Action (09/27/20): Recommended Approval

The property owner for the subject property (4116 Nova Road) is requesting to rezone ± 9.68 acres from *Flood-Plain Conservation* (F-C) to *Commercial Industrial* (CI) in order to establish permitted uses and development requirements for the subject property as required in the City's Land Development Code (LDC). The subject property is located on the south side of Nova Road, along the east side of the Florida East Coast Railroad and is currently developed as a commercial golf driving range. The overall size of the property is approximately ± 13.04 acres (overall property) of which only ± 9.68 acres (subject property) is part of the property owner's rezoning request.

In 2012, the City Council approved a FLU amendment that changed the FLU designation for the subject property from *Conservation* to *Warehouse/Industrial* and the remaining acreage of the overall property remained designated *Conservation* due to the presence of wetlands. The applicant's rezoning request only pertains to ± 9.68 acres with a FLU designation of *Warehouse/Industrial* FLU and does NOT include the land with a *Conservation* FLU designation. Therefore, the wetlands adjacent to the ± 9.68 acres proposed to be rezoned will remain zoned F-C and continue to function as natural wetlands. According to the 2012 FLU amendment file, the subject property was not rezoned in 2012 because it was not initiated by the property owner at that time.

The requested Commercial Industrial (CI) zoning is consistent with the current FLU designation of Warehouse/Industrial and with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. According to the Comprehensive Plan, the Warehouse/Industrial FLU designation supports the development of light manufacturing, warehouse and distribution related uses, office and service uses in order to provide for a convenient business environment; and the CI zoning district is intended to provide development opportunity for warehouse and industrial uses such as less intense warehouse, repair, industrial service, professional office and limited manufacturing uses that are anticipated to have fewer potential impacts on surrounding properties.

The adjacent property to the south is part of the Rose Bay drainage area. The proposed

rezoning will NOT rezone any land with existing wetlands along the south and west property lines. These wetlands will remain and serve as a buffer to the Rose Bay drainage area. In addition, the LDC requires a 25-foot wetland buffer adjacent to all wetland areas for further protection of the wetlands and this is typically covered with a conservation easement received at the time of development. All required stormwater improvements including retention ponds and compensating stormwater drainage areas will be required to be constructed within the area proposed to be rezoned to C1.

As part of any future site development, site plans and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-30 with exhibits	Ord 2020-30.pdf
2.	Staff Report - Rezoning 4116 S Nova Rd	Staff Report - Rezoning 4116 S Nova Rd.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/27/2020
Approved - 9/17/2020
Approved - 9/25/2020
Approved - 9/27/2020
Final Approval - 9/28/2020

ORDINANCE NO. 2020-30

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ± 9.68 ACRES FROM
FLOOD-PLAIN CONSERVATION (F-C) TO COMMERCIAL
INDUSTRIAL (CI); AUTHORIZING REVISION OF THE
OFFICIAL ZONING ATLAS; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, ± 9.68 acres of the property located at 4116 Nova Road to be rezoned from Flood-Plain Conservation (F-C) to Commercial Industrial (CI); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone ± 9.68 acres of the property located at 4116 Nova Road from Flood-Plain Conservation (F-C) to Commercial Industrial (CI), more particularly described in **Exhibit "1"**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the areas as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

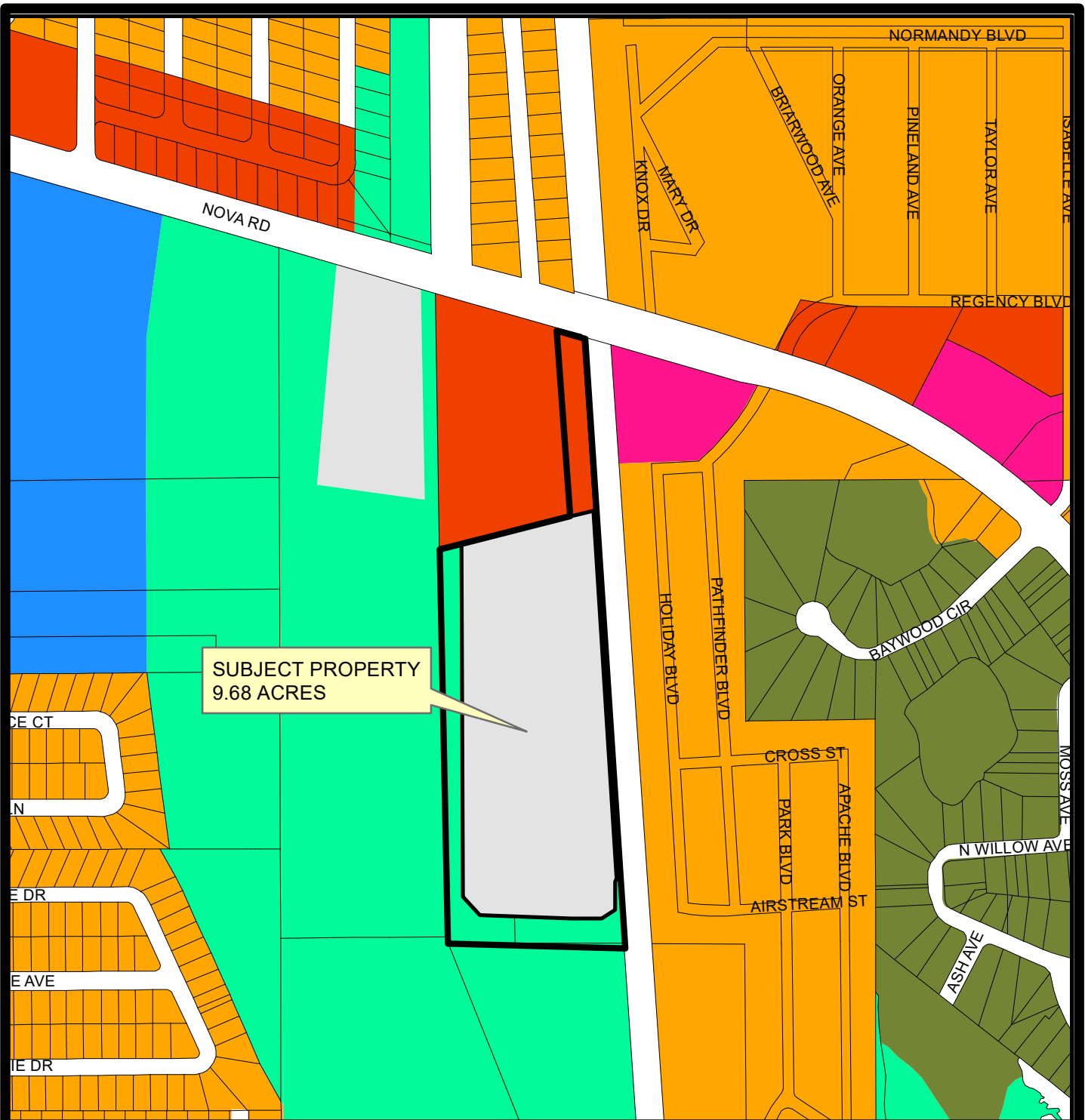
Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit 1

A PORTION OF THE NORTHEAST 1/4, OF THE SOUTHWEST 1/4, OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE FLORIDA EAST COAST RAILROAD RIGHT OF WAY AND SOUTHERLY OF NOVA ROAD (STATE ROAD S-415), VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF SOUTHERLY RIGHT OF WAY LINE OF SAID NOVA ROAD (A 100 FOOT RIGHT OF WAY) WITH THE WESTERLY RIGHT OF WAY LINE OF SAID FLORIDA EAST COAST RAILROAD; THENCE S04°10'38"E, 1006.42 FEET; THENCE S65°00'41"W, 13.84 FEET; THENCE S04°34'54"E, 100.80 FEET; THENCE S59°44'37"W, 36.90 FEET; THENCE S89°13'24"W, 195.22 FEET; THENCE N86°55'06"W, 79.49 FEET; THENCE N87°00'38"W, 92.51 FEET; THENCE N14°52'58"W, 75.53 FEET; THENCE N00°00'00"W, 955.13 FEET TO THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4174, PAGE 145, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N74°55'43"E ALONG SAID SOUTHERLY LINE AND THE WESTERLY EXTENSION THEREOF, 361.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.681 ACRES, MORE OR LESS

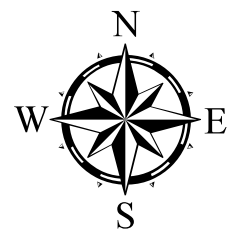


ZONING

- | | |
|--------------------------|---------------------------------|
| Commercial/Industrial | Government/Public Use |
| Community Commercial | Planned Commercial Development |
| Flood Plain-Conservation | R-7SF Single Family Residential |
| | Residential Mobile Home |

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT - *REVISED*

CONVENTIONAL REZONING

Flood-Plain Conservation (F-C) to Commercial Industrial (CI)

CASE NO. 20-60000005

REQUEST:	Rezone ± 9.68 acres from Flood-Plain Conservation (F-C) to Commercial Industrial (CI)
LOCATION:	4116 Nova Rd. (Figure 1 – Location Map)
OWNER/APPLICANT:	ABC Nova Properties, LLC
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	August 27, 2020 (recommended approval)
CITY COUNCIL:	October 6, 2020

Property Overview

The applicant is proposing to rezone ± 9.68 acres from Flood-Plain Conservation (F-C) to Commercial Industrial (CI) in order to establish permitted uses and development requirements for the subject property as required in the City's Land Development Code. The subject property is located on the south side of Nova Road, along the west side of the Florida East Coast Railroad and is currently developed as a commercial golf driving range (Figure 1). If the rezoning is approved, the applicant intends to market the subject property as a site suitable for light manufacturing, warehouse and distribution related uses, office, and indoor and outdoor storage uses.

Figure 1. Location Map

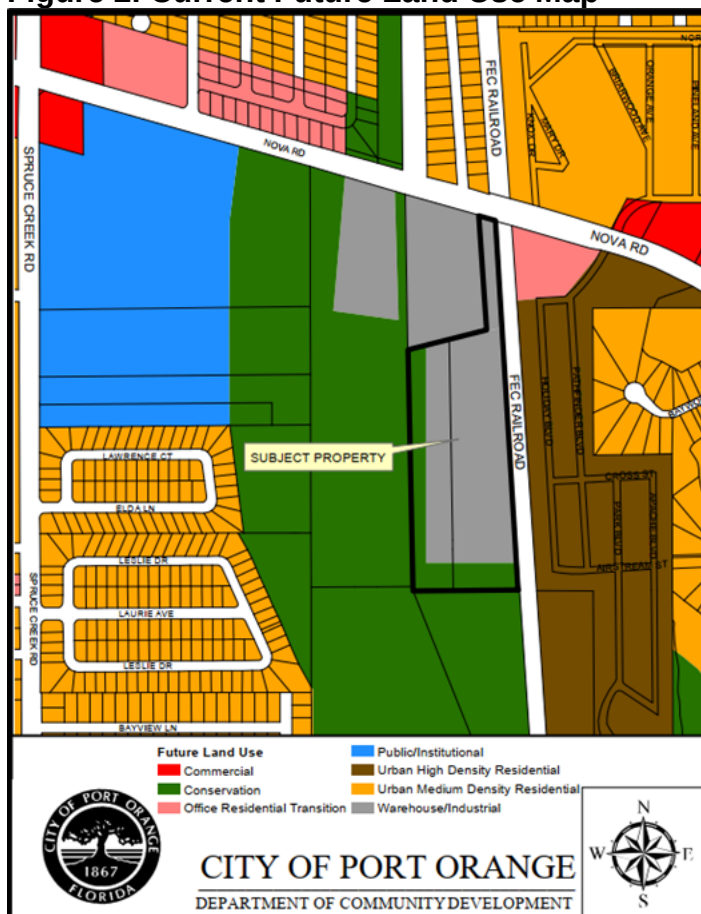


Discussion

The overall size of the property owner's property is approximately ± 13.04 acres of which ± 9.68 acres is developed as a golf driving range. In 1994, the City approved a special exception to allow the development of a driving range which included an office/range building, a maintenance shed, parking lot, and a retention area at the south end of the property to be developed.

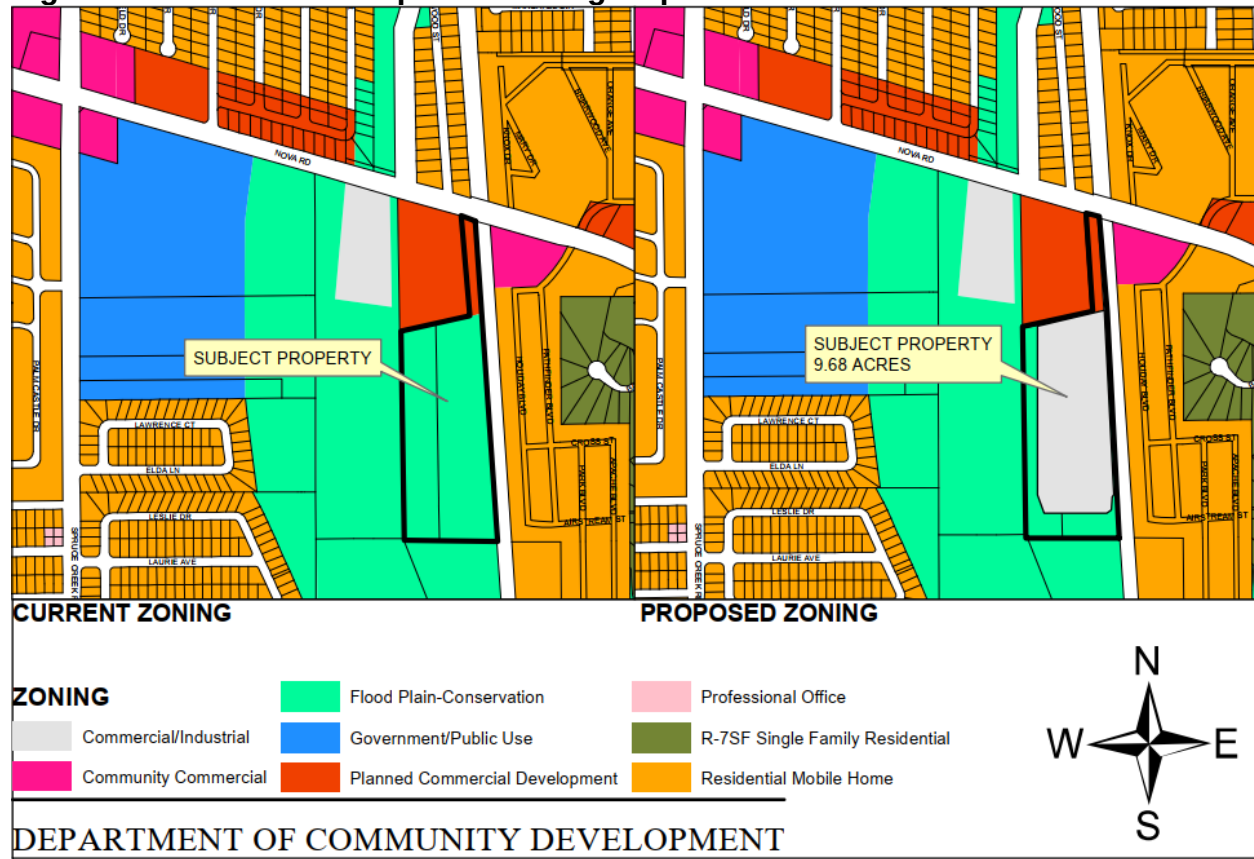
In 2012, the City Council approved a Future Land Use (FLU) amendment that changed the FLU designation of the subject property from *Conservation* to *Warehouse/Industrial*. The FLU designation for the remaining acreage was not changed in 2012 and remains designated *Conservation* due to the presence of wetlands (Figure 2 – Current Future Land Use Map). The applicant's rezoning request only pertains to the ± 9.68 acres designated with the *Warehouse/Industrial* FLU designation and does **NOT** include the portion of the property with the *Conservation* FLU designation (Figure 3 – Current and Proposed Zoning Map). The wetlands areas adjacent to the ± 9.68 acres proposed to be rezoned will remain zoned F-C and continue to function as wetlands. The remaining acreage is the existing driveway access to the property which will remain zoned Planned Commercial Development (PCD) as it also serves the adjacent Go Kart City property. According to the 2012 FLU amendment file, the subject property was not rezoned in 2012 because it was not initiated by the property owner at that time

Figure 2. Current Future Land Use Map



The proposed CI zoning district is consistent with the *Warehouse/Industrial* FLU designation and is intended to provide for less intense storage, repair, industrial services and limited manufacturing uses that are anticipated to have fewer potential impacts on surrounding properties (Exhibit 1). The current and proposed zoning map is shown in Figure 3.

Figure 3. Current and Proposed Zoning Map



Access to the property will be from Nova Road (FDOT maintained arterial roadway) and Port Orange water and sewer is available to serve the property. All future development plans submitted will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met and ensure compatibility with adjoining properties and that adequate public facilities and services are available. As with all development, the subject property shall comply with federal, state, county, and local stormwater and environmental regulations along with concurrency regulations requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts. Any subsequent development on the subject property will also be required to comply with all federal, state, regional and local regulations pertaining to the protection, relocation, mitigation, and preservation of trees, gopher tortoises, wetlands and other environmental resources.

The applicant's rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) for consistency with the Comprehensive Plan and the surrounding land uses and zoning.

Consistency with Surrounding Uses and Zoning

The proposed rezoning is generally compatible with adjacent properties (Table 1). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is negatively impacted by the other.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Go-Kart City)	<i>Warehouse/Industrial</i>	Planned Commercial Development (PCD)
South	Vacant	<i>Conservation</i>	Flood-Plain Conservation
East	Residential Mobile Home (Rose Bay RV Campground) and FEC Railroad Tracks	<i>Office/Residential Transition and Urban High Density Residential (8-16 units/acre)</i>	Community Commercial (CC) and Residential Mobile Home (RMH)
West	Commercial (Sparks Concrete)	<i>Warehouse/Industrial and Conservation</i>	Commercial Industrial (CI) and Flood-Plain Conservation

The zoning and future land use of adjacent properties is compatible with the proposed CI zoning. The CI district is intended to provide for less intense storage, repair services, industrial services and limited manufacturing uses that are anticipated to have fewer potential impacts on surrounding properties than the more intense Light Industrial (LI) zoning district. The proposed zoning is compatible with the surrounding uses and zoning.

The adjacent property to the south is part of the Rose Bay drainage area. The proposed rezoning will **NOT** rezone any land with existing wetlands along the south and west property lines. These wetlands will remain and serve as a buffer to the Rose Bay drainage area. In addition, the LDC requires a 25-foot wetland buffer adjacent to all wetland areas for further protection of the wetlands and this is typically covered with a conservation easement received at the time of development. All required stormwater improvements including retention ponds and compensating stormwater drainage areas will be required to be constructed within the area proposed to be rezoned to CI.

Based on compatibility with adjacent zoning districts, access to an arterial roadway, availability of infrastructure, preservation of existing wetlands, and ability to sufficiently buffer to adjacent uses, it has been determined that the requested zoning is appropriate at this location and consistent with the current *Warehouse/Industrial* FLU designation.

Consistency with the Comprehensive Plan

The proposed Commercial Industrial (CI) zoning is consistent with the current FLU designation of *Warehouse/Industrial* and with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. According to the Comprehensive Plan, the

Warehouse/Industrial FLU designation supports the development of light manufacturing, warehouse and distribution related uses, office and service uses in order to provide for a convenient business environment; and the CI zoning district is intended to provide development opportunity for warehouse and industrial uses such as less intense warehouse, repair, industrial service, professional office and limited manufacturing uses that are anticipated to have fewer potential impacts on surrounding properties.

The proposed rezoning of the subject property to CI is consistent with *Warehouse/Industrial* FLU designation and supports Goal 3 in the Future Land Use Element to provide for commercial and industrial development to maintain the economic health of the City and to increase the job opportunities, per capita income, and convenience for its residents.

Public Notice

On August 3, 2020, staff posted the property notifying the public of the proposed rezoning. As of the time this agenda item was prepared, there has been 1 phone call from the manager of Go-Kart City inquiring about the proposed rezoning.

Staff Recommendation

Staff recommends approval of the administrative rezoning of ±9.68 acres from Flood-Plain Conservation (F-C) to Commercial Industrial (CI).

Attachments

Exhibit 1 – List of Permitted Uses for the CI zoning district

Exhibit 1

Commercial Industrial

Permitted uses.

- (1) Adult/vocational education.
- (2) Antennas.
- (3) Appliance/electronic repair shops.
- (4) Boat repair, engine.
- (5) Business services.
- (6) Commercial/industrial equipment and supplies.
- (7) Commercial/industrial services.
- (8) Commercial/industrial warehouses.
- (9) Construction and home improvement contractor.
- (10) Fleet-based services.
- (11) Greenhouses and nurseries (wholesale and retail).
- (12) Infrastructure construction contractor's yard.
- (13) Laboratory, research and development.
- (14) Laundry and dry cleaning plants.
- (15) Maintenance contractors.
- (16) Manufacturing: craftsman shops.
- (17) Manufacturing: fabrication.
- (18) Manufacturing: limited.
- (19) Mini-warehouses.
- (20) Motor vehicle and boat storage facilities.
- (21) Motor vehicle repair facilities.
- (22) Motor vehicle service stations.
- (23) Motor vehicle towing and impoundment.
- (24) Offices.
- (25) Taxidermy.
- (26) Transportation services.
- (27) Truck/trailer/automobile rental.
- (28) Wholesalers and distributors.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Brewery (subsection 3.7).
- (2) Kennels (subsection 8).
- (3) Health/exercise club (subsection 6).
- (4) Motor vehicle sales (subsection 9.75).

Special exception uses (chapter 18, section 3).

- (1) Adult entertainment (subsection 1).
- (2) Used motor vehicle parts yards (subsection 23).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: No

SUBJECT: (H17) Approval of YMCA Waiver and Deferral Letter

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION: Move to approve Waiver and Deferral Letter.

SUMMARY: This is a temporary waiver of the October and November 2020 rent payment made by YMCA. We are working with YMCA to bring forward a 12 month rent reduction that will also incorporate this deferral and a plan for repayment. If an agreement is not reached the amount waived will be due at the end of the year.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	YMCA Waiver and Deferral Letter - Vendor Signed	YMCA Waiver & Deferral Letter - Vendor Signed.pdf
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Robin Fenwick	Created/Initiated - 9/15/2020
Matthew Jones	Approved - 9/23/2020
Lupe Reyna-Coffin	Approved - 9/24/2020
Scott Neils	Approved - 9/24/2020
Matthew Jones	Approved - 9/24/2020
Jake Johansson	Approved - 9/30/2020
Robin Fenwick	Final Approval - 9/30/2020



CITY OF PORT ORANGE

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

Volusia/Flagler Family Young Men's Christian Association, Inc.
Attention: Chris Seilkop, President/CEO
761 E. International Speedway Blvd.
DeLand, Florida 32724

Re: 4701 City Center Parkway, Port Orange, FL 32129: **Rent payments**

Dear Mr. Seilkop,

This letter relates to your obligations under the SEVENTH AMENDMENT AND RESTATEMENT OF CITY OF PORT ORANGE-YMCA LEASE AGREEMENT of 4701 City Center Parkway, Port Orange, FL 32129 (the "**Property**") dated December 17, 2017 and made between **City of Port Orange**, a Florida municipality ("City") and **Volusia/Flagler Family Young Men's Christian Association, Inc.** formerly known as The Greater Daytona Beach Area Young Men's Christian Association, Inc. ("YMCA" or "Lessee"), hereinafter (the "**Lease**"). In this letter, expressions defined in the Lease and used in this letter have the meaning set out in the Lease (save where otherwise stated).

1. TEMPORARY WAIVER At your request, we agree that for the period from and including October 1, 2020 to and including November 30, 2020 ("**Concession Period**") and subject to the following:

(a) the Annual Rent for calendar year 2020, payable pursuant to Section 7.a. of the Lease, shall be reduced to One Hundred Eighty-Seven Thousand Two Hundred Forty-Two and 23/100 Dollars (\$187,242.23); and

(b) the sum of **Thirty-Seven Thousand Four Hundred Forty-Eight and 44/100 Dollars (\$37, 448.44)** in Rental Payments, due and owing for the Concession Period, pursuant to Section 7.a. of the Lease, shall be waived for the whole of the Concession Period and shall be deferred for collection and payment until such time as to be determined by the Parties in a formal agreement to be finalized on or before December 1, 2020; and

(c) if a formal agreement cannot be finalized between the Parties on or before December 1, 2020, then the deferred Rental Payments, set forth hereinabove in Subsection(b) shall be due and owing on or before December 31, 2020.

2. TERMINATION

2.1 The rent concession set out in Paragraph 1 of this letter ("Concession") will terminate upon the expiration of the Concession Period.

2.2 Upon expiration of the Concession Period, the Lessee will recommence paying annual rent at the amounts normally due under the Lease.

3. EFFECT OF THIS LETTER. This letter does not constitute a variation of the terms of the Lease, which will continue in full force and effect. This letter is not intended to change your obligations under the Lease, otherwise than to:

(a) temporarily waive the obligation[s] to pay the Rental Payment due for the duration of the Concession Period; and

(b) defer said obligation until such time to be determined by the Parties in a formal agreement as referenced hereinabove or otherwise pay deferred Rental Payment on or before December 31, 2020.

We, the undersigned, do hereby acknowledge, agree, and accept the terms set forth in this letter.

YMCA
Volusia/Flagler Family Young Men's
Christian Association, Inc.

By: Chris Seilkop
Chris Seilkop, President

Attest: Elizabeth Kammer
Name: Elizabeth Kammer
Title: District Executive Director

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/6/2020

Consent item: No

SUBJECT: (I19a) Update on Lang Settlement

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve the proposed settlement agreement.

SUMMARY: The City's insurance provider will be providing coverage for the damage to the Lang residence, as well as other expenses eligible for coverage such as contents contained therein that were damaged due to the Spruce Creek Road watermain break. However, our coverage does not include temporary storage of personal property or the temporary housing expenses among others. The City has offered, and the owners have accepted, to resolve this case as to the uninsured portion of the damages for \$10,000 and temporary housing until such time as the residence is returned to habitable.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Settlement Agreement	lang.pdf
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Robin Fenwick
Matthew Jones
Jamie Miller
Robin Fenwick

Created/Initiated - 9/30/2020
Approved - 9/30/2020
Approved - 9/30/2020
Final Approval - 10/1/2020

This Document Prepared by:

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

Parcel No.: 6332-07-03-0320

SETTLEMENT, RELEASE AND HOLD HARMLESS AGREEMENT

THIS SETTLEMENT, RELEASE AND HOLD HARMLESS AGREEMENT ("Settlement") is made and entered into this ____ day of _____, 2020, by and between **James R. Lang and Grace E. Lang**, whose mailing address is 492 Spruceview Drive, Port Orange, Florida 32127 ("Owners") and the **City of Port Orange**, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129.

PREMISES

WHEREAS, James R. Lang and Grace E. Lang are the owners of certain real property located at 492 Spruceview Drive, Port Orange, Florida and more particularly described in Exhibit "A", (hereinafter "Property") attached hereto and made a part hereof by reference; and

WHEREAS, Owners' Property and the improvements on the Property have experienced significant impairment as a result of a City watermain break event which occurred on or about August 25, 2020 within the right-of-way known as Spruce Creek Road adjacent to the Property (hereinafter "Watermain Event"); and

WHEREAS, the City of Port Orange maintains General Liability coverage under Coverage Agreement Number PX2FL10642010 18-04 issued by Preferred Governmental Insurance Trust ("PGIT") with a Coverage Period from October 1, 2018 to October 1, 2020; and

WHEREAS, on September 8, 2020, PGIT issued a Reservation of Rights letter, indicating that its coverage only applies to property damage to the building and its contents (up to the policy limits), excluding loss of use of tangible property (including relocation expenses); and

WHEREAS, the City desires to assist the Owners with the temporary storage of personal property, incidentals and temporary relocation that is now necessary as a result of the Watermain Event and is not covered by the City's insurance policy; and

WHEREAS, the City has already provided some assistance to the Owners by providing for temporary relocation of the Owners via condominium accommodations; and

WHEREAS, the Owners are willing to accept the City's assistance and release and hold harmless the City from all past, present and future claims for the loss of use of personal property including, but not limited to the temporary storage of personal property and temporary relocation expenses that may have been incurred as a result of the Watermain Event; and

WHEREAS, this Settlement and any actions performed under this Settlement shall not be construed as an admission of wrongdoing by the City; and

WHEREAS, the City and the Owners desire to clarify and establish an understanding and agreement of what the City will provide in terms of assistance related to the loss of use of personal property.

NOW, THEREFORE, the Owners and the City, in consideration of the support provided by the City for the loss of use of property, as more particularly described hereinbelow, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and form a material part of this Settlement.
2. The City has provided for temporary relocation assistance in the form of condominium accommodations, or similar temporary living accommodations, since September 9, 2020 for a total of three months and at a total cost of approximately SIX THOUSAND AND NO/100 U.S. DOLLARS (\$ 6,000.00). The City agrees to continue to provide temporary living accommodations to the Owners until such time as the Property has been made habitable.
3. The City agrees to provide a lump-sum payment of TEN THOUSAND AND 00/100 U.S. DOLLARS (\$ 10,000.00) to assist with the temporary storage of personal property, incidentals and temporary relocation resulting from the Watermain Event. Said payment shall be made within thirty (30) days of the execution of this Settlement.
4. The Owners accept said lump-sum payment, as described herein, and do hereby release and forever discharge the City, and its insurers, employees, agents, officers, contractors, and subcontractors (collectively "City and its Agents") from all claims, demands, expenses, attorneys' fees, causes of action or suits, arising from the Watermain Event including the replacement of damaged personal property, incidentals and loss of use of tangible property (including relocation expenses). Notwithstanding the foregoing, the Owners claim for property damage that is covered by PGIT under the City's sewer backup and water damage coverage shall survive this settlement and release and shall remain valid except that said claim shall be limited to the City's policy limit for said coverage. Neither

the City, nor its insurer, shall be liable for any damages in excess of \$200,000 in the aggregate.

5. Further, the Owners do hereby release and discharge City and its Agents from any and all claims, demands and causes of action that Owners ever had or that Owners have or may have on the date of this release, known or unknown, arising from the above-described Watermain Event and the loss of use of tangible property (including relocation expenses). It is understood that this release shall inure to the benefit of the City and its Agents, and that it shall bind Owners and Owners' heirs, legal representatives, assigns and successors in interest to the above-described real property.
6. It is agreed that the consideration acknowledged herein shall not be construed as an admission of liability or wrongdoing on the part of the City and its Agents.
7. This Settlement contains the entire agreement between and among the parties to this Settlement, and the terms of this Settlement are contractual and not a mere recital.
8. This Settlement constitutes the entire agreement between the parties relating to the subject matter of this Settlement. Any previous agreement, assertion, statement, understanding, or other commitment before the date of this Settlement, whether written or oral, shall have no force or effect upon the terms and conditions of this Settlement, except as otherwise provided for and acknowledged. Notwithstanding the foregoing sentence, nothing in this Settlement shall be construed or interpreted in such a way as to vacate or amend any certain preexisting underlying agreements by and between the Owner and City, all of which certain preexisting underlying agreements are and shall remain fully performable by the parties, subject to their terms and conditions. No agreement, assertion, statement, understanding, or other commitment during the term of this Agreement, or after the term of this Settlement, shall have any legal force or effect upon the terms and conditions of this Settlement unless properly executed in writing by the parties.
9. The Owners and City respectively, bind themselves, their successors in interest, assigns and legal representatives to this Settlement.
10. Time is of the essence in this Settlement.
11. If the final judgment of a court of competent jurisdiction invalidates any part of this Settlement, then the remaining parts of this Settlement shall remain in full effect.
12. If at any time the Owners, their successors or assigns, fail to enforce this Settlement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

WITNESS WHEREOF, the Parties hereto attached their hands and seals made to be effective upon the on the date as executed as set forth below.

Signed in the presence of:
(Witnesses as to Owners)

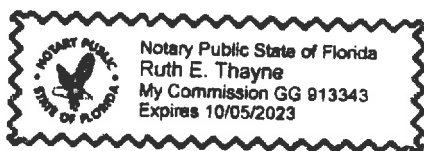
Owners:

Ruth E. Thayne
James R. Lang
Grace E. Lang
Print Name RUTH E. THAYNE

Jenna M. Sorate
Print Name Jenna M. Sorate

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Settlement Agreement was sworn to and acknowledged before me, via personal appearance, this 1st day of October, 2020, by James R. Lang, and who: ☐ is personally known to me, or ☒ has produced Florida Drivers License as identification.

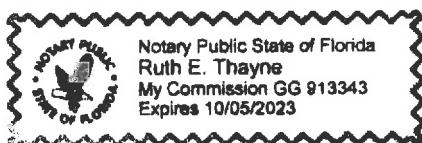


Ruth E. Thayne
Notary Public, State of Florida at Large
Printed name, Commission, Seal and Term

STATE OF FLORIDA
COUNTY OF VOLUSIA

RUTH E. THAYNE

The foregoing Settlement Agreement was sworn to and acknowledged before me, via personal appearance, this 1st day of October, 2020, by Grace E. Lang, and who: ☐ is personally known to me, or ☒ has produced Florida Drivers License as identification.



Ruth E. Thayne
Notary Public, State of Florida at Large
Printed name, Commission, Seal and Term

RUTH E. THAYNE

IN WITNESS WHEREOF, the parties hereto have executed this Settlement on the respective dates below.

WITNESSES:

CITY:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

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

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, via personal appearance, this _____ day of _____, 20____, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing SETTLEMENT AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, via personal appearance, this _____ day of _____, 20____, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing SETTLEMENT AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

Legal Description of Property

Lot 32, The Woods of Port Orange Subdivision, Unit III, as recorded in Map Book 34, Page 199 of the Public Records, Volusia County, Florida, subject to easements, conditions, restrictions, and reservations of record, if any, the mention of which herein shall not operate to reimpose same.