



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JANUARY 18, 2022

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 Ken Sharpe of High Point Pentecostal Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. 2022 Certified Registered Nurse Anesthetist (CRNA) Week Proclamation
5. Human Trafficking Awareness Day Proclamation
6. Arbor Day Proclamation
7. Report from KemperSports on the Cypress Head Golf

C. CONSENT AGENDA

8. Public Comments on Consent Agenda Items Only
9. Agenda Approval
10. Approval of Minutes
 - a. December 7, 2021 - City Council/Town Center CRA Joint Special Meeting
 - b. December 14, 2021 - Regular City Council Meeting
 - c. December 14, 2021 - City Council/Town Center CRA Joint Special Meeting
11. Bid Awards and Contract Items
 - a. Ratification of an emergency purchase to Danus Utilities, Inc. for the Wastewater Treatment Plant valve replacement for the East Influent Pump Station in the amount of \$64,955.

- b. Intent to Award ITB #21-24 to Drewry Site Development, LLC for Garnsey Water Plant Dewatered Lime Sludge Disposal
 - c. Intent to Award RFSQ #21-03 Professional Engineering Services for Public Works & Utilities and Environmental Services
 - d. Approval of Extension and Amendment No. 2 (CA5751) to Sliger & Associates, Inc. for a rate increase for surveying services.
 - e. Approval of Extension and Amendment No. 1 (CA5750) to CPH for a rate increase for surveying services.
 - f. Approval of Extension and Amendment No. 2 to Mead & Hunt for a rate increase for Professional Engineering Services (CA5670)
- 12. Resolution No. 22-1 - Budget Appropriation - FY2020-2021 Carryover of Open Encumbrances and Project Budgets
 - 13. Resolution No. 22-2 - Revising the Parks & Recreation Youth Scholarships Program
 - 14. Resolution No. 22-3 - Approving the grant agreement and award in the amount of \$404,640 from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant for Program Year 2021 (PY21).
 - 15. Approval to submit a grant application for Victim's of Crime Act (VOCA) funding.
 - 16. Approval of Temporary License Agreement with Intracoastal Villas Home Owners Association (HOA)
 - 17. Approval to Write Off Uncollectible Accounts Receivable Debts
 - 18. Approval of Proportionate Fair-Share Agreement for Woodspring Suites Site Plan - Case No. 21-80000013
 - 19. Approval of Interlocal Agreement for Regional Opioid Settlement Fund Plan

D. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

E. COUNCIL COMMENTS

- 20. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 21. Citizen Advisory Committee for TPO
- 22. Golf Advisory Board Report
- 23. Parks & Recreation Advisory Board Report

G. PUBLIC HEARING

- 24. Second Reading - Ordinance No. 2021-28 - 2021 Comprehensive Plan Capital Improvements Element (CIE) Annual Update

H. REGULAR AGENDA

25. First Reading - Ordinance No. 2022-1 - Mayor and City Council Compensation

26. Adoption of Port Orange City Council Local Rules of Procedure ("Local Rules") for 2022

I. ADDITIONAL ITEMS

27. City Attorney

28. City Manager

J. COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

a. First Step Shelter - Council Member Tramont

b. Arthaus - Council Member Tramont

c. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette

d. Roundtable of Elected Officials - Mayor Burnette

e. River to Sea TPO - Council Member Foley

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 ACCOMODATIONS, 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.

Regular City Council Meeting

1/18/2022

Page 4 of 4

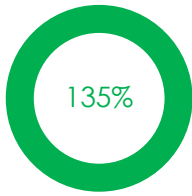
ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL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

Sales & Marketing Snapshot

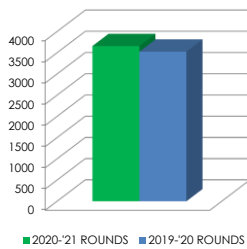
JULY

REPORT DATE 8/13/21

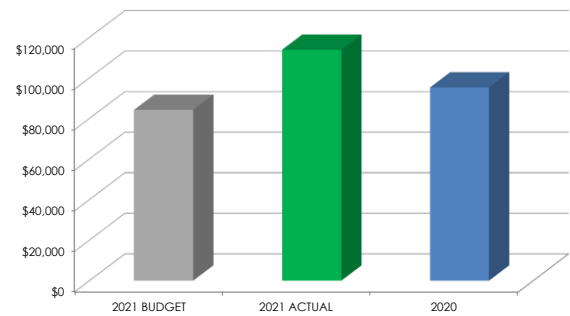
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET
\$84,178
ACTUAL MONTHLY REVENUE
\$113,849
VARIANCE TO BUDGET
\$29,671
PY MONTHLY REVENUE
\$95,262



JULY

2020 -21 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$72,688
Outings	\$5,000
Merchandise	\$5,590
Payroll Expense	\$64,719
OpEx	\$45,850

2020 -21 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$96,409
Outings	\$13,653
Merchandise	\$10,951
Payroll Expense	\$67,069
OpEx	\$45,489

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$80,807
Outings	\$7,730
Merchandise	\$9,173
Payroll Expense	\$64,067
OpEx	\$47,093

2020-21 ROUNDS
3657
2019-20 ROUNDS
3525

JULY

ACTION ITEMS / STRATEGIES / COMMENTS

- * Exceeded revenue goals by 35% over budget
- * Increased number of rounds from previous year even with the course being closed for Hurricane Elsa and multiple days of restricted conditions
- * Golf Tournaments held for the Port Orange Chamber of Commerce and the Spruce Creek Football Team Boosters
- * Two sessions of Junior summer camps with over 30 juniors attending
- * Continued Kemper Player development programs for complimentary and adult group lessons
- *
- *
- *
- *
- *

CYPRESS PASS SALES

2018 STATUS	2021 PASSES	2020 PASSES
Legacy Single	17	20
Legacy Double	9	9
Cypress Single	8	8
Cypress Double	2	4
Trail Fees	50	58
Founders	1	1
TOTAL PASSES	89	100
TOTAL REVENUE	\$140,299	\$158,588

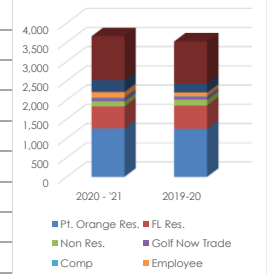
WEATHER INFORMATION

PLAYABLE DAYS	
2021	2020
21	20
PRECIPITATION IN INCHES	
2021	2020
5.9	7.3

ROUNDS SEGMENTATION

SEGMENT	2020 - '21	2019-20
Pt. Orange Res.	1,257	1,248
FL Res.	573	611
Non Res.	132	148
Golf Now Trade	95	81
Comp	8	9
Employee	143	96
Annual Pass	306	237
All Others	1,143	1,095
TOTAL	3,657	3,525

Rounds by Segment



TRUEREVIEW SUMMARY



2021 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.8	10.0	9.4	10.0	100.0	25
2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.2	9.6	8.3	9.6	90.6	36

COMMENTS / NOTES / ACTION ITEMS -

- *
- *
- *
- *
- *
- *
- *

The Golf Club at Cypress Head													
For the Month Ending July 31, 2021													
	07/31/20	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21
REVENUES													
Green Fees & Cart Fees	80,807.20	71,518.85	69,104.20	75,979.77	85,818.30	105,860.59	139,637.86	133,308.83	165,639.35	143,131.74	138,027.00	87,672.28	96,409.14
Merchandise	5,898.98	6,264.29	4,949.02	5,399.26	6,363.41	11,547.34	9,386.28	6,908.60	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96
Other Pro Shop	3,274.00	1,941.00	1,138.03	688.00	410.00	1,195.00	2,281.00	4,743.00	1,680.00	1,445.00	1,130.00	2,677.00	3,599.00
Range	2,632.00	2,916.82	2,643.28	2,893.32	2,694.98	4,356.78	4,704.70	4,023.23	5,075.06	4,847.58	4,778.02	3,546.62	3,565.42
Other Operating Revenues	2,649.39	2,380.08	2,180.12	2,396.53	2,469.38	3,062.05	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,923.87
TOTAL REVENUE	95,261.57	84,121.04	79,992.65	87,358.96	97,776.07	126,023.76	159,732.92	152,326.77	188,332.79	165,162.08	156,513.08	104,997.84	113,849.39
COST OF SALES													
Merchandise	3,082.77	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75
TOTAL COGS	3,082.77	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75
COGS - Merchandise %	52.3%	72.9%	50.5%	60.6%	66.3%	67.6%	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%
PAYROLL													
Course and Grounds	33,710.11	28,516.94	28,840.74	30,814.43	30,037.93	32,730.71	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,594.13	30,532.23
Carts, Range, Starters, Etc.	7,933.81	6,745.30	6,406.57	6,324.67	5,574.57	6,412.85	7,161.82	7,006.60	8,689.20	7,652.25	8,319.07	7,662.29	8,791.38
Pro Shop	4,851.96	8,349.83	6,457.92	5,008.13	4,989.96	5,239.19	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	9,167.24
General and Administrative	13,537.43	13,210.09	14,729.01	13,117.81	12,679.37	12,928.33	12,740.89	12,713.14	13,283.61	12,695.50	13,165.87	11,925.20	13,697.70
Marketing	4,033.68	4,170.63	6,427.25	4,090.07	4,237.66	4,781.98	3,956.48	4,850.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69
TOTAL PAYROLL	64,066.99	60,992.99	62,861.49	59,355.71	57,519.29	62,073.06	62,882.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,089.24
OPERATING EXPENSES													
Course and Grounds	19,279.31	25,235.11	18,485.92	16,445.07	17,150.04	20,120.85	20,264.49	30,698.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33
Carts, Range, Starters, Etc.	6,738.68	6,807.38	7,183.04	8,684.43	6,765.18	4,216.83	5,975.01	6,898.29	8,167.60	8,308.22	5,892.53	6,168.74	5,995.61
Pro Shop	568.02	143.73	769.79	168.01	12.23	1,053.49	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87
General and Administrative	18,567.38	16,710.39	20,029.05	17,144.45	19,897.26	20,307.53	19,361.87	16,713.09	17,871.46	19,297.70	20,308.43	18,456.65	18,314.95
Marketing	1,939.61	718.61	4,667.70	2,382.27	1,060.84	351.36	824.17	1,051.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59
TOTAL OPERATING EXPENSE	47,093.00	49,615.22	52,035.50	44,824.23	44,885.57	46,650.36	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.36
TOTAL EXPENSES	114,242.76	115,175.31	117,398.57	107,452.20	106,635.21	116,527.03	115,337.79	126,298.82	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35
EBITDA	(18,981.19)	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)

The Golf Club at Cypress Head

For the Month Ending July 31, 2021

	07/31/20	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21
EBITDA	(18,981.19)	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)
MANAGEMENT FEES	(6,062.53)	(6,062.53)	(6,062.53)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)
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
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
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
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
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
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
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)
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
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
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
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
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
TOTAL OTHER INCOME (EXPE	(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)
NET INCOME	(25,139.25)	(37,212.33)	(43,563.98)	(26,374.63)	(15,138.45)	3,217.42	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)
Paid Rounds	3,071.00	2,588.00	2,309.00	2,567.00	2,661.00	3,221.00	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00
Annual Pass Rounds	238.00	283.00	241.00	313.00	273.00	357.00	397.00	327.00	396.00	372.00	361.00	317.00	311.00
Other Rounds	216.00	238.00	152.00	181.00	184.00	238.00	250.00	226.00	267.00	234.00	256.00	228.00	241.00
Total Rounds	3,525.00	3,109.00	2,732.00	3,061.00	3,118.00	3,816.00	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00
Revenue/Paid Rounds	31.02	32.50	34.64	34.03	36.74	39.13	39.80	42.18	39.87	39.72	38.79	36.53	36.67
Revenue/Total Rounds	27.02	27.06	29.28	28.54	31.36	33.03	34.28	36.56	34.96	34.67	33.64	33.71	31.13
	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

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2021

	<u>07/31/21</u>	<u>09/30/20</u>	<u>07/31/20</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	132,509	87,684	89,749
Cash - Payroll	28,629	27,894	28,941
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>162,488</u>	<u>116,928</u>	<u>120,040</u>
Accounts Receivable			
A/R Member	944	49,471	1,144
Total Accounts Receivable	<u>944</u>	<u>49,471</u>	<u>1,144</u>
Other Current Assets			
Inventory - Merchandise	20,569	17,054	19,338
Prepaid Insurance	30,693	25,935	25,968
Prepaid Exp - Other	18,513	16,336	16,292
Total Other Current Assets	<u>69,775</u>	<u>59,326</u>	<u>61,598</u>
TOTAL CURRENT ASSETS	<u>233,206</u>	<u>225,725</u>	<u>182,782</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>(29,777)</u>	<u>(28,822)</u>	<u>(28,631)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>6,371</u>	<u>7,326</u>	<u>7,517</u>
TOTAL ASSETS	<u><u>239,577</u></u>	<u><u>233,051</u></u>	<u><u>190,300</u></u>

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2021

	<u>07/31/21</u>	<u>09/30/20</u>	<u>07/31/20</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	39,405	26,108	44,521
Accts Pay - Other	(44,231)	(42,586)	63,494
Accrued Expenses	584	598	735
Accrued Payroll	40,024	43,331	31,674
Accrued Taxes	6,292	4,122	5,385
Deferred Revenue	78,251	201,477	70,027
TOTAL CURRENT LIABILITIES	<u>120,326</u>	<u>233,050</u>	<u>215,836</u>
 TOTAL LIABILITIES	 <u>120,326</u>	 <u>233,050</u>	 <u>215,836</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	119,250	1	(25,536)
Net Retained Earnings	119,250	1	(25,536)
Stockholders Equity	119,250	1	(25,536)
TOTAL STOCKHOLDER'S EQUITY	<u>119,250</u>	<u>1</u>	<u>(25,536)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>239,577</u>	 <u>233,051</u>	 <u>190,300</u>



August 20th, 2021

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 2021 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 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 57,892	\$ 35,128	\$ 22,764		\$ 726,927	\$ 615,432	\$ 625,765	\$ 111,495
Cart Fees	\$ 38,517	\$ 37,560	\$ 957		\$ 444,558	\$ 414,888	\$ 395,041	\$ 29,670
Range	\$ 3,565	\$ 2,700	\$ 865		\$ 40,488	\$ 32,476	\$ 33,643	\$ 8,012
Pro- Shop Revenues	\$ 10,951	\$ 5,590	\$ 5,361		\$ 107,680	\$ 77,145	\$ 86,489	\$ 30,535
City Surcharge R/R	\$ 2,924	\$ 3,200	\$ (276)		\$ 32,419	\$ 32,017	\$ 31,512	\$ 402
Total Revenue	\$ 113,849	\$ 84,178	\$ 29,671		\$ 1,352,072	\$ 1,171,958	\$ 1,172,450	\$ 180,114
Cost of Sales	\$ 4,179	\$ 2,989	\$ 1,190		\$ 56,477	\$ 38,719	\$ 43,074	\$ 17,758
Merchandise	\$ 4,179	\$ 2,989	\$ 1,190	56%	\$ 56,477	\$ 38,719	\$ 43,074	\$ 17,758
Gross Margin	\$ 109,670	\$ 81,189	\$ 28,481		\$ 1,295,595	\$ 1,133,239	\$ 1,129,376	\$ 162,356
Total Payroll	\$ 67,069	\$ 64,719	\$ 2,350		\$ 623,562	\$ 639,158	\$ 629,520	\$ (15,596)
Total Operating Expenses	\$ 45,489	\$ 45,850	\$ (361)		\$ 489,990	\$ 492,506	\$ 463,810	\$ (2,516)
EBITDA	\$ (2,888)	\$ (29,379)	\$ 26,491		\$ 182,043	\$ 1,576	\$ 36,046	\$ 180,467
Other Expenses	\$ 6,280	\$ 6,341	\$ (61)		\$ 62,793	\$ 63,405	\$ 61,580	\$ (612)
Management Fee	\$ 6,184	\$ 6,245	\$ (61)		\$ 61,838	\$ 62,450	\$ 60,625	\$ (612)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 955	\$ 955	\$ 955	\$ -
Net Cash From Ops	\$ (9,168)	\$ (35,720)	\$ 26,552		\$ 119,250	\$ (61,829)	\$ (25,534)	\$ 181,079
Rounds								
Total Rounds	3,657	3,494	163		40,700	39,020	39,532	1,680
Paid Rounds	3,105	2,774	331		34,969	32,749	33,840	2,220
Avg. GF/CF Total rounds	\$26.36	\$20.80	\$ 5.56		\$28.78	\$26.40	\$25.82	\$ 2.38
Avg. GF/CF Paid rounds	\$31.05	\$26.20	\$ 4.85		\$33.50	\$31.46	\$30.17	\$ 2.04
Avg. Merchandise/round	\$2.99	\$1.60	\$ 1.39		\$2.65	\$1.98	\$2.19	\$ 0.67

Overview:

- Overall golf revenues for July finished 35% higher to the projected budget for the month. This was accomplished with incredible course conditions and great customer service. There was an increase in over 160 rounds even with multiple days of closure due to Hurricane Elsa and the normal Florida afternoon thundershowers. Golf Advisor continues to rate the golf course with a 98% referral by its players posting incredible course conditions and the friendliest customer service in the county. The range revenues continue to be higher to the budget & Pro Shop revenues were also much higher to the budget as a result of club and merchandise sales.
- Total payroll for the month was slightly higher to the projected budget due to longer hours of operations for the guests. The entire team continues to work diligently to maintain the continuity for our guests and offer the Best in Class conditions for all players.
- Our operating expenses finished equal to the budgeted amount and we continue to monitor all expenses related to fertilizers, fungicides, mole cricket applications and herbicides needed to maintain the improved course conditions.
- The month of July is the tenth month in our fiscal year 2020-2021 with yearly revenues being ahead by 15%. Our EBITDA remains extremely positive for the current year. Pro shop revenues are higher to the budget, range revenues are higher, payroll is lower than projected and expenses are lower as well to the budget.

R&R Projects:

- There were no projects for the month of July 2021.

Tee Sheet Activity:

- There were 3,657 total rounds for the month which included 3,105 paid rounds, 311 Annual with Cypress Pass member rounds and 241 other rounds. The round type for the month included 2,692 eighteen hole rounds and 837 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 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3105	2774	3071	34969	33840
Annual	311	486	238	3424	3426
Other rounds	241	234	216	2307	2266
Total Rounds	3657	3494	3525	40700	39532

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

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head. The golf course conditions have improved tremendously with his guidance and our mindshare comments has confirmed that Cypress Head is the best place to play in Volusia County.
- Expenses for the month were equal to the projected budget.
- During the summer months, maintaining the mowing cycles for the fairways, greens and roughs is our priority.
- There is a scheduled aerification of the greens and tee boxes in August.
- We continue to top dress the greens on a regular basis to reduce thatch and grain to maintain quality putting surfaces. During the month the maintenance team did a pre-emergent weed control as well as a mole cricket application throughout the golf course.

Golf Shop/Carts

- The golf shop at Cypress Head is experiencing supply issues with products & merchandise from our manufacturers including Callaway, Titleist and Footjoy. There was \$485.00 in gift card sales purchased for the month with \$10,951.00 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.
- The staff at Cypress Head Golf Course will continue to offer individual lessons and a series of Golf Get Ready clinics for beginners and intermediate players in July. Cypress Head is also involved with a Kemper Sports Player initiative promoting golf for both new and established players. We also hosted two more sessions of Junior Summer Golf Camps in July.
- The MGA and the WGA have continued their league play.

Marketing and Sales:

- Cypress Head continues to build on the 2021 tournament season by hosting several high profile golf tournaments. The premiere golf event held in July was the Port Orange South Daytona Chamber of Commerce along with a fundraiser for the Spruce Creek Football team.
- We are continuing to see an increase in tournament inquiries for 2022.
- We are maintaining our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.

- Cypress Head continues 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 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 8/13/2021 1:48 PM MDT

Data current as of: 8/13/2021 1:37 PM MDT

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	7/1/21 - 7/31/21
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	100.0	9.8	10.0	9.4	10.0	25
Cypress Head Golf Club	100.0	9.8	10.0	9.4	10.0	25

Copyright © 2021 by InMoment.
All rights reserved.

inmoment

- Course summary report for June showed an overall rating for the golf course of 9.8 with a course rating of 9.4 and our service rating is at 10.0.
- In addition to the report above, we continue using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



- 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:

- We continue to work with the entire staff at the Parks & Recreation department. Together we are prepared to face any challenges that may come our way.

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
Comparative Income Statement
For the Ten Months Ending July 31, 2021

	MTD	YTD	Audited	Percent	MTD	YTD	Annual	Percent
	Prior Year	Prior Year	Prior Year	of Total	Actual	Actual	Budget	of Total
REVENUES								
Green Fees & Cart Fees	80,807	1,020,518	1,161,141	88%	96,409	1,171,485	1,197,974	98%
Merchandise	5,899	69,298	80,512	86%	7,352	87,852	71,373	123%
Other Pro Shop	3,274	17,191	19,368	89%	3,599	19,828	15,052	132%
Range	2,632	33,643	39,203	86%	3,565	40,488	37,476	108%
Other Operating Revenues	2,649	31,512	36,052	87%	2,924	32,419	36,817	88%
Other G&A Income	0	288	288	100%	0	0	0	
TOTAL REVENUE	95,262	1,172,449	1,336,563	88%	113,849	1,352,072	1,358,692	100%
COST OF SALES								
Merchandise	3,083	43,074	50,143	86%	4,179	56,477	43,538	130%
TOTAL COGS	3,083	43,074	50,143	86%	4,179	56,477	43,538	130%
COGS - Merchandise %	52.3%	62.2%	62.3%	99.8%	56.8%	64.3%	61.0%	105.4%
PAYROLL								
Course and Grounds	33,710	314,448	371,806	85%	30,532	310,697	401,983	77%
Carts, Range, Starters, Etc.	7,934	73,240	86,391	85%	8,791	73,535	86,723	85%
Pro Shop	4,852	58,071	72,879	80%	9,167	64,403	65,733	98%
General and Administrative	13,537	140,445	168,385	83%	13,898	129,147	159,595	81%
Marketing	4,034	43,315	53,913	80%	4,681	45,780	53,337	86%
TOTAL PAYROLL	64,067	629,520	753,374	84%	67,069	623,562	767,370	81%
OPERATING EXPENSES								
Course and Grounds	19,279	200,941	244,662	82%	17,818	210,795	270,086	78%
Carts, Range, Starters, Etc.	6,739	62,746	76,737	82%	5,996	67,072	88,458	76%
Pro Shop	568	8,042	8,955	90%	743	7,089	8,525	83%
General and Administrative	18,567	179,367	217,006	83%	18,315	188,274	215,295	87%
Marketing	1,940	12,714	18,101	70%	2,618	16,760	20,446	82%
TOTAL OPERATING EXPENSES	47,093	463,810	565,461	82%	45,489	489,990	602,810	81%
TOTAL EXPENSES	114,243	1,136,404	1,368,978	83%	116,737	1,170,029	1,413,718	83%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,063)	(60,625)	(72,750)	83%	(6,184)	(61,838)	(74,940)	83%
Depreciation & Amortization	(96)	(955)	(1,146)	83%	(96)	(955)	(1,146)	83%
TOTAL OTHER INCOME (EXPENSE)	(6,158)	(61,581)	(73,897)	83%	(6,279)	(62,793)	(76,086)	83%
NET INCOME	(25,139)	(25,535)	(106,311)	24%	(9,167)	119,250	(131,112)	-91%
=====								
Paid Rounds	3,071	33,840			0	0	0	
Annual Pass Rounds	238	3,426			0	0	0	
Other Rounds	216	2,266			0	0	0	
Total Rounds	3,525	39,532			0	0	0	
Revenue/Paid Rounds	31	35			0	0	0	
Revenue/Total Rounds	27	30			0	0	0	

**The Golf Club at Cypress Head
Course Cash Flow Report
July 31, 2021**

	<u>July</u>	<u>YTD</u>
EBITDA	(\$2,887.96)	\$182,042.79
Management Fee Expense	(6,183.78)	(61,837.80)
Depreciation & Amortization	<u>(95.53)</u>	<u>(955.30)</u>
Net Income	(9,167.27)	119,249.69
Working Capital Changes		
Inventory	1,414.92	(3,514.51)
Receivables	13,948.81	48,526.97
Payables	(29,508.33)	13,297.44
Due to from the City	189.91	(1,645.51)
Prepays	(2,798.45)	(6,934.37)
Accrued Liabilities	4,270.51	(1,150.39)
Other Liabilities	(9,444.44)	(123,225.34)
Depreciation & Amortization	<u>95.53</u>	<u>955.30</u>
Operating Cash Flow	(30,998.81)	45,559.28
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(30,998.81)</u>	<u>45,559.28</u>
Beginning Cash	193,486.39	116,928.30
Net Cash Flows	<u>(30,998.81)</u>	<u>45,559.28</u>
Ending Cash	<u>162,487.58</u>	<u>162,487.58</u>

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
57,892	35,128	165%	48,776	119%	Green Fees	726,927	615,432	118%	625,477	116%	708,381	810,444
38,517	37,560	103%	32,031	120%	Cart Fee	444,558	414,888	107%	395,041	113%	489,592	501,664
0	20	0%	0	0%	Handicap Fee	4,423	4,414	100%	4,234	104%	4,549	4,549
3,139	520	604%	2,974	106%	Lessons	12,755	6,713	190%	10,467	122%	7,453	14,296
460	150	307%	300	153%	Rental Clubs	2,545	2,545	100%	2,490	106%	3,145	3,160
7,352	4,900	150%	5,899	125%	Retail	87,852	63,473	138%	69,298	127%	71,373	99,066
3,565	2,700	132%	2,632	135%	Range	40,488	32,476	125%	33,643	120%	37,476	46,048
2,924	3,200	91%	2,649	110%	City Surcharge R & R	32,419	32,017	101%	31,512	103%	36,817	36,959
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
113,849	84,178	135%	95,262	120%	Total Revenues	1,352,072	1,171,959	115%	1,172,449	115%	1,358,692	1,516,185
COST OF GOODS SOLD												
4,179	2,989	140%	3,083	136%	COGS - Merchandise	56,477	38,719	146%	43,074	131%	43,538	63,546
4,179	2,989	140%	3,083	136%	Total COGS	56,477	38,719	146%	43,074	131%	43,538	63,546
109,671	81,189	135%	92,179	119%	GROSS MARGIN	1,295,595	1,133,240	114%	1,129,375	115%	1,315,154	1,452,640
56.84%	61.00%	93.18%	52.26%	108.76%	COGS - Merchandise %	64.29%	61.00%	105.39%	62.16%	103.42%	61.00%	763.31%
PAYROLL												
24,583	23,115	106%	22,442	110%	Gross Payroll - Salaried	234,891	231,147	102%	230,358	102%	277,376	283,467
32,407	31,129	104%	32,106	101%	Gross Payroll - Hourly	293,588	303,068	97%	290,504	101%	364,322	350,735
56,991	54,244	105%	54,548	104%	S/T Wages	528,478	534,215	99%	520,862	101%	641,698	634,202
4,210	4,150	101%	4,019	105%	Payroll Tax - FICA	39,236	40,868	96%	37,729	104%	49,090	46,625
219	262	84%	116	188%	Payroll Tax - UC	2,501	3,607	69%	2,312	108%	4,008	2,745
1,495	1,059	141%	956	156%	Payroll Tax - WC	10,364	10,433	99%	10,012	104%	12,532	12,626
4,154	5,004	83%	4,427	94%	Benefits	42,982	50,035	86%	58,605	73%	60,042	51,218
10,079	10,475	96%	9,519	106%	S/T Adders	95,083	104,943	91%	108,658	88%	125,673	113,214
67,069	64,719	104%	64,067	105%	TOTAL PAYROLL	623,562	639,158	98%	629,520	99%	767,370	747,416
OPERATING EXPENSES												
0	101	0%	0	0%	Cart Supplies	1,260	918	137%	1,033	122%	1,120	1,565
0	300	0%	269	0%	Chemicals	3,408	2,998	114%	2,732	125%	3,598	3,797
0	253	0%	116	0%	Course Accessories	116	415	27%	1,054	39%	2,044	575
3,241	2,626	123%	3,072	106%	Fertilizer	43,899	35,248	125%	36,667	120%	47,369	48,099
0	253	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
1,416	1,111	127%	998	142%	Fuel	8,213	8,500	97%	7,909	104%	10,823	10,655
0	(1)	0%	0	0%	Fungicides	1,371	2,999	46%	1,418	97%	3,499	4,189
866	1,616	54%	804	108%	Herbicides	14,984	21,278	70%	21,738	69%	26,379	19,722
1,073	1,010	106%	1,220	88%	Insecticides	8,968	8,609	104%	5,495	163%	10,619	10,909
812	505	161%	323	251%	Janitorial Supplies	6,042	5,358	113%	4,189	144%	6,368	7,267
0	0	0%	27	0%	Laundry/Uniforms	1,020	2,122	48%	2,128	48%	3,132	1,717
641	177	363%	166	387%	Office Supplies	2,982	3,425	87%	4,419	67%	3,829	4,010
0	0	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
0	101	0%	0	0%	Range Equipment	3,093	2,425	128%	2,101	147%	2,627	3,455
0	0	0%	0	0%	Range Expenses	392	395	99%	391	100%	395	295
0	1,010	0%	1,440	0%	Sand/Topdress	7,326	7,696	95%	6,048	121%	11,837	9,105
0	0	0%	650	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
2,146	0	0%	0	0%	Small Tools	2,357	1,222	193%	1,129	209%	1,323	2,629
0	152	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
0	0	0%	0	0%	Supplies	1,332	1,510	88%	1,700	78%	1,813	1,985
0	51	0%	17	0%	Tournament Expense	106	720	15%	229	46%	821	777
(910)	232	-392%	1,799	-51%	Alarm System	1,153	2,384	48%	4,129	28%	2,848	2,120
0	1,111	0%	32	0%	Cart Repairs	359	1,351	27%	275	131%	1,452	373
1,182	253	468%	1,967	60%	Computer Service	1,768	1,315	134%	6,441	27%	1,820	2,336
0	833	0%	812	0%	Contract Cleaning	7,308	8,488	86%	8,525	86%	10,155	8,932
0	0	0%	9	0%	Guest Relations	81	0	0%	9	897%	0	81
495	0	0%	448	110%	Handicap Expense	4,660	3,992	117%	4,400	106%	4,219	4,660
531	1,083	49%	802	66%	Irrigation	9,763	10,831	90%	10,794	90%	12,997	10,813
0	0	0%	14	0%	Lesson Expense	(32)	76	-42%	46	-69%	152	(32)
1,057	1,919	55%	1,568	67%	Repair & Maint - Equipment	13,259	16,878	79%	16,778	79%	20,514	16,924
1,460	455	321%	633	231%	Repair & Maint - Building	6,516	4,797	136%	7,996	81%	5,706	8,500
4,974	5,823	85%	5,765	86%	Cart Lease	49,740	58,228	85%	48,157	103%	69,874	61,269
5,721	6,462	89%	6,398	89%	Equipment Lease	57,210	64,622	89%	50,882	112%	77,546	70,005
176	178	99%	176	100%	Off-Site Storage	1,760	1,778	99%	1,760	100%	2,134	2,112
1,265	1,212	104%	1,173	108%	Utilities - Electric	11,528	11,518	100%	11,349	102%	13,942	13,906
3,556	3,737	95%	3,104	115%	Utilities - Other	34,415	33,909	101%	33,427	103%	41,080	40,586
232	293	79%	382	61%	Utilities - Telephone/Fax	1,986	3,030	66%	3,153	63%	3,767	2,505
212	253	84%	189	112%	Utilities - Water	2,170	2,170	100%	2,044	106%	2,715	2,594
2,618	1,508	174%	1,940	135%	Advertising & Promotion	16,760	17,376	96%	12,714	132%	20,446	22,146
355	303	117%	312	114%	Bank Charges	3,975	3,453	115%	3,446	115%	4,059	4,689
(22)	0	0%	(20)	106%	Cash Short/(Over)	(221)	0	0%	(400)	55%	0	(304)
200	200	100%	200	100%	Cell Phone	2,000	1,999	100%	2,000	100%	2,399	2,400

The Golf Club at Cypress Head
Summary of All Units
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,924	3,200	91%	2,649	110%	City Surcharge R & R	32,419	32,017	101%	31,512	103%	36,817	36,959
1,945	2,020	96%	1,735	112%	Credit Card Discounts	29,014	24,222	120%	23,256	125%	28,262	32,445
0	0	0%	(10)	0%	Donations	726	0	-181500%	144	504%	0	686
571	101	565%	0	0%	Dues & Subscriptions	1,567	1,066	147%	891	176%	1,066	2,038
0	0	0%	0	0%	Education & Training	550	1,534	36%	1,400	39%	1,534	550
(72)	96	-75%	(65)	111%	Employee Relations	1,982	1,155	172%	976	203%	1,346	2,207
29	30	96%	58	50%	Employee Testing	29	281	10%	246	12%	341	58
6,110	4,495	136%	5,350	114%	Insurance Expense	53,659	46,279	116%	47,158	114%	55,571	64,283
1	0	143%	0	0%	Member Relations	213	153	139%	150	142%	154	213
0	35	0%	34	0%	Messenger Service - Fedex	0	607	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
0	0	0%	0	0%	O/S - Other	7,680	3,100	248%	4,300	179%	6,200	11,480
437	505	87%	355	123%	Payroll Processing Fee	3,687	4,895	75%	3,912	94%	5,905	4,380
181	101	179%	98	185%	Postage/Shipping	1,980	821	241%	819	242%	1,074	2,261
45	0	0%	45	100%	Tax/Licenses/Fees	25	554	5%	475	5%	554	(35)
23	0	0%	40	57%	Travel - Meals	592	1,315	45%	1,341	44%	1,315	615
0	152	0%	0	0%	Travel - Other	2,272	2,987	76%	2,709	84%	3,290	2,412
0	0	0%	0	0%	Employee Meals	17	0	-4057%	13	127%	0	73
45,489	45,850	99%	47,093	97%	TOTAL OPERATING EXPENSES	489,990	492,506	99%	463,810	106%	602,810	591,641
(2,888)	(29,379)	10%	(18,981)	15%	EBITDA	182,043	1,576	11550%	36,046	505%	(55,026)	113,583
6,184	6,245	99%	6,063	102%	Management Fee	61,838	62,450	99%	60,625	102%	74,940	73,963
6,184	6,245	99%	6,063	102%	Management Fees	61,838	62,450	99%	60,625	102%	74,940	73,963
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
(9,167)	(35,720)	26%	(25,139)	36%	NET INCOME	119,250	(61,829)	-193%	(25,535)	-467%	(131,112)	38,473

The Golf Club at Cypress Head
Course & Grounds
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
57,892	35,128	165%	48,776	119%	Green Fees	726,927	615,432	118%	625,477	116%	708,381	810,444
2,924	3,200	91%	2,649	110%	City Surcharge R & R	32,419	32,017	101%	31,512	103%	36,817	36,959
60,816	38,328	159%	51,425	118%	Total Revenues	759,346	647,450	117%	656,989	116%	745,199	847,403
60,816	38,328	159%	51,425	118%	GROSS MARGIN	759,346	647,450	117%	656,989	116%	745,199	847,403
PAYROLL												
9,719	9,510	102%	8,819	110%	Gross Payroll - Salaried	95,377	95,097	100%	93,201	102%	114,116	112,503
16,851	19,889	85%	20,936	80%	Gross Payroll - Hourly	174,656	192,846	91%	169,911	103%	231,983	207,386
26,570	29,399	90%	29,754	89%	S/T Wages	270,032	287,943	94%	263,112	103%	346,099	319,889
1,930	2,249	86%	2,221	87%	Payroll Tax - FICA	20,030	22,028	91%	19,060	105%	26,477	23,723
20	125	16%	29	69%	Payroll Tax - UC	1,571	1,810	87%	1,015	155%	1,970	1,662
710	574	124%	476	149%	Payroll Tax - WC	5,265	5,624	94%	4,899	107%	6,759	6,411
1,302	1,723	76%	1,230	106%	Benefits	13,799	17,232	80%	26,362	52%	20,678	16,370
3,962	4,672	85%	3,956	100%	S/T Adders	40,665	46,693	87%	51,336	79%	55,884	48,166
30,532	34,070	90%	33,710	91%	TOTAL PAYROLL	310,697	334,636	93%	314,448	99%	401,983	368,055
OPERATING EXPENSES												
0	300	0%	269	0%	Chemicals	3,408	2,998	114%	2,732	125%	3,598	3,797
0	253	0%	116	0%	Course Accessories	415	1,539	27%	1,054	39%	2,044	575
3,241	2,626	123%	3,072	106%	Fertilizer	43,899	35,248	125%	36,667	120%	47,369	48,099
0	253	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
1,416	1,111	127%	998	142%	Fuel	8,213	8,500	97%	7,909	104%	10,823	10,655
0	(1)	0%	0	0%	Fungicides	1,371	2,999	46%	1,418	97%	3,499	4,189
866	1,616	54%	804	108%	Herbicides	14,984	21,278	70%	21,738	69%	26,379	19,722
1,073	1,010	106%	1,220	88%	Insecticides	8,968	8,609	104%	5,495	163%	10,619	10,909
0	1,010	0%	1,440	0%	Sand/Topdress	7,326	7,696	95%	6,048	121%	11,837	9,105
0	0	0%	650	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
2,146	0	0%	0	0%	Small Tools	2,357	1,222	193%	1,129	209%	1,323	2,629
0	152	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
531	1,083	49%	802	66%	Irrigation	9,763	10,831	90%	10,794	90%	12,997	10,813
922	1,515	61%	1,568	59%	Repair & Maint - Equipment	13,056	14,833	88%	15,354	85%	17,863	16,720
0	101	0%	161	0%	Repair & Maint - Building	1,250	1,675	75%	4,643	27%	1,877	1,859
5,721	6,462	89%	6,398	89%	Equipment Lease	57,210	64,822	89%	50,882	112%	77,546	70,005
244	303	80%	231	106%	Utilities - Electric	2,023	2,018	100%	1,914	106%	2,624	2,524
1,417	1,414	100%	1,039	136%	Utilities - Other	17,243	15,257	113%	16,257	106%	18,085	18,979
0	141	0%	171	0%	Utilities - Telephone/Fax	0	1,290	0%	1,369	0%	1,573	374
212	253	84%	189	113%	Utilities - Water	2,170	2,210	98%	2,044	106%	2,715	2,594
0	0	0%	0	0%	Education & Training	550	524	105%	400	138%	524	550
0	20	0%	96	0%	Employee Relations	283	61	467%	200	141%	101	283
29	30	96%	58	50%	Employee Testing	29	281	10%	246	12%	341	58
0	0	0%	0	0%	O/S - Other	7,680	3,100	248%	4,300	179%	6,200	11,480
0	0	0%	0	0%	Tax/Licenses/Fees	250	556	45%	700	36%	556	250
0	51	0%	0	0%	Travel - Other	0	422	0%	268	0%	523	0
17,818	19,701	90%	19,279	92%	TOTAL OPERATING EXPENSES	210,795	215,880	98%	200,941	105%	270,086	254,516
12,465	(15,444)	-81%	(1,564)	-797%	EBITDA	237,854	96,934	245%	141,600	168%	73,130	224,833
12,465	(15,444)	-81%	(1,564)	-797%	NET INCOME	237,854	96,934	245%	141,600	168%	73,130	224,833

The Golf Club at Cypress Head
Carts
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
38,517	37,560	103%	32,031	120%	REVENUES	444,558	414,888	107%	395,041	113%	489,592	501,664
38,517	37,560	103%	32,031	120%	Cart Fee	444,558	414,888	107%	395,041	113%	489,592	501,664
38,517	37,560	103%	32,031	120%	Total Revenues	444,558	414,888	107%	395,041	113%	489,592	501,664
					GROSS MARGIN	444,558	414,888	107%	395,041	113%	489,592	501,664
					PAYROLL							
7,743	6,634	117%	7,159	108%	Gross Payroll - Hourly	65,690	65,056	101%	66,082	99%	78,110	77,484
7,743	6,634	117%	7,159	108%	S/T Wages	65,690	65,056	101%	66,082	99%	78,110	77,484
698	508	137%	574	121%	Payroll Tax - FICA	5,306	4,977	107%	5,219	102%	5,975	6,253
148	90	164%	69	216%	Payroll Tax - UC	1,255	856	147%	608	206%	1,034	1,395
203	130	156%	127	160%	Payroll Tax - WC	1,282	1,271	101%	1,249	103%	1,525	1,554
0	7	0%	5	0%	Benefits	0	65	0%	81	0%	78	0
1,048	734	143%	774	135%	S/T Adders	7,844	7,169	109%	7,157	110%	8,613	9,202
8,791	7,368	119%	7,934	111%	TOTAL PAYROLL	73,535	72,225	102%	73,240	100%	86,723	86,686
					OPERATING EXPENSES							
0	101	0%	0	0%	Cart Supplies	1,260	918	137%	1,033	122%	1,120	1,565
0	1,111	0%	32	0%	Cart Repairs	359	1,351	27%	275	131%	1,452	373
4,974	5,823	85%	5,765	86%	Cart Lease	49,740	58,228	85%	48,157	103%	69,874	61,269
1,022	909	112%	942	108%	Utilities - Electric	9,505	9,500	100%	9,435	101%	11,318	11,382
5,996	7,944	75%	6,739	89%	TOTAL OPERATING EXPENSES	60,864	69,998	87%	58,899	103%	83,765	74,590
23,730	22,249	107%	17,359	137%	EBITDA	310,159	272,665	114%	262,902	118%	319,105	340,387
23,730	22,249	107%	17,359	137%	NET INCOME	310,159	272,665	114%	262,902	118%	319,105	340,387

The Golf Club at Cypress Head
Range
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,565	2,700	132%	2,632	135%	REVENUES							
3,565	2,700	132%	2,632	135%	Range	40,488	32,476	125%	33,643	120%	37,476	46,048
3,565	2,700	132%	2,632	135%	Total Revenues	40,488	32,476	125%	33,643	120%	37,476	46,048
3,565	2,700	132%	2,632	135%	GROSS MARGIN	40,488	32,476	125%	33,643	120%	37,476	46,048
0	0	0%	0	0%	OPERATING EXPENSES							
0	101	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
0	0	0%	0	0%	Range Equipment	3,093	2,425	128%	2,101	147%	2,627	3,455
0	303	0%	0	0%	Range Expenses	392	395	99%	391	100%	395	295
0	404	0%	0	0%	Repair & Maint - Equipment	69	333	21%	30	233%	333	69
0	404	0%	0	0%	TOTAL OPERATING EXPENSES	6,208	4,492	138%	3,847	161%	4,694	6,473
3,565	2,296	155%	2,632	135%	EBITDA	34,280	27,984	122%	29,796	115%	32,782	39,575
3,565	2,296	155%	2,632	135%	NET INCOME	34,280	27,984	122%	29,796	115%	32,782	39,575

The Golf Club at Cypress Head
Golf Shop
For the Ten Months Ending July 31, 2021

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	4,423	4,414	100%	4,234	104%	4,454	4,549
3,139	520	604%	2,974	106%	Lessons	12,755	6,713	190%	10,467	122%	7,453	14,296
460	150	307%	300	153%	Rental Clubs	2,650	2,545	104%	2,490	106%	3,145	3,160
7,352	4,900	150%	5,899	125%	Retail	87,852	63,473	138%	69,298	127%	71,373	99,066
10,951	5,590	196%	9,173	119%	Total Revenues	107,680	77,145	140%	86,489	125%	86,425	121,071
COST OF GOODS SOLD												
4,179	2,989	140%	3,083	136%	COGS - Merchandise	56,477	38,719	146%	43,074	131%	43,538	63,546
4,179	2,989	140%	3,083	136%	Total COGS	56,477	38,719	146%	43,074	131%	43,538	63,546
6,772	2,601	260%	6,090	111%	GROSS MARGIN	51,203	38,426	133%	43,415	118%	42,887	57,525
56.84%	61.00%	93.18%	52.26%	108.76%	COGS - Merchandise %	64.29%	61.00%	105.39%	62.16%	103.42%	61.00%	763.31%
PAYROLL												
7,813	4,606	170%	3,972	197%	Gross Payroll - Hourly	53,341	45,166	118%	48,923	109%	54,229	65,942
7,813	4,606	170%	3,972	197%	S/T Wages	53,341	45,166	118%	48,923	109%	54,229	65,942
588	352	167%	292	202%	Payroll Tax - FICA	4,045	3,455	117%	3,684	110%	4,149	4,981
51	41	123%	18	279%	Payroll Tax - UC	579	440	132%	350	166%	492	593
194	90	216%	106	183%	Payroll Tax - WC	1,062	882	120%	968	110%	1,059	1,298
521	484	108%	464	112%	Benefits	5,376	4,837	111%	4,147	130%	5,804	6,397
1,354	967	140%	880	154%	S/T Adders	11,061	9,614	115%	9,148	121%	11,504	13,269
9,167	5,573	164%	4,852	189%	TOTAL PAYROLL	64,403	54,780	118%	58,071	111%	65,733	79,210
OPERATING EXPENSES												
248	0	0%	89	277%	Office Supplies	757	930	81%	1,123	67%	981	947
0	0	0%	0	0%	Supplies	1,332	1,510	88%	1,700	78%	1,813	1,985
0	51	0%	17	0%	Tournament Expense	106	720	15%	229	46%	821	177
495	0	0%	448	110%	Handicap Expense	4,660	3,992	117%	4,400	106%	4,219	4,660
0	0	0%	14	0%	Lesson Expense	(32)	76	-42%	46	-69%	152	(32)
0	0	0%	0	0%	Repair & Maint - Building	266	540	49%	543	49%	540	266
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	(1)	0%	0	0
743	51	1471%	568	131%	TOTAL OPERATING EXPENSES	7,089	7,767	91%	8,042	88%	8,525	8,003
(3,138)	(3,022)	104%	670	-468%	EBITDA	(20,289)	(24,120)	84%	(22,698)	89%	(31,370)	(29,688)
(3,138)	(3,022)	104%	670	-468%	NET INCOME	(20,289)	(24,120)	84%	(22,698)	89%	(31,370)	(29,688)

The Golf Club at Cypress Head
G & A
For the Ten Months Ending July 31, 2021

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	0	0	0%	288	0%	0	0
0	0	0%	0	0%	Total Revenues	0	0	0%	288	0%	0	0
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	288	0%	0	0
PAYROLL												
11,072	10,043	110%	10,381	107%	Gross Payroll - Salaried	102,485	100,433	102%	102,322	100%	120,520	124,994
0	0	0%	39	0%	Gross Payroll - Hourly	(100)	0	0%	5,587	-2%	0	(76)
11,072	10,043	110%	10,420	106%	S/T Wages	102,385	100,433	102%	107,909	95%	120,520	124,918
736	768	96%	703	105%	Payroll Tax - FICA	7,197	7,683	94%	7,293	99%	9,220	8,567
0	0	0%	0	0%	Payroll Tax - UC	(776)	297	-261%	269	-288%	297	(776)
291	196	148%	189	154%	Payroll Tax - WC	2,026	1,962	103%	2,053	99%	2,354	2,487
1,799	2,267	79%	2,226	81%	Benefits	18,316	22,670	81%	22,921	80%	27,204	21,890
2,826	3,231	87%	3,117	91%	S/T Adders	26,763	32,612	82%	32,536	82%	39,075	32,168
13,898	13,275	105%	13,537	103%	TOTAL PAYROLL	129,147	133,045	97%	140,445	92%	159,595	157,087
OPERATING EXPENSES												
812	505	161%	323	251%	Janitorial Supplies	6,042	5,358	113%	4,189	144%	6,368	7,267
0	0	0%	27	0%	Laundry/Uniforms	1,020	2,122	48%	2,128	48%	3,132	1,717
393	177	222%	76	517%	Office Supplies	2,225	2,495	89%	3,295	68%	2,848	3,062
(910)	232	-392%	1,799	-51%	Alarm System	1,153	2,384	48%	4,129	28%	2,848	2,120
1,182	253	468%	1,967	60%	Computer Service	1,768	1,315	134%	6,441	27%	1,820	2,336
0	833	0%	812	0%	Contract Cleaning	7,308	8,488	86%	8,525	86%	10,155	8,932
0	0	0%	9	0%	Guest Relations	81	0	0%	9	897%	0	81
135	101	133%	0	0%	Repair & Maint - Equipment	135	1,711	8%	1,394	10%	2,317	135
1,460	354	413%	472	309%	Repair & Maint - Building	5,000	2,583	194%	2,809	178%	3,290	6,375
176	178	99%	176	100%	Off-Site Storage	1,760	1,778	99%	1,760	100%	2,134	2,112
2,138	2,323	92%	2,065	104%	Utilities - Other	17,172	18,652	92%	17,171	100%	22,995	21,607
232	152	153%	212	109%	Utilities - Telephone/Fax	1,986	1,739	114%	1,784	111%	2,194	2,132
355	303	117%	312	114%	Bank Charges	3,975	3,453	115%	3,446	115%	4,059	4,689
(22)	0	0%	(20)	106%	Cash Short/(Over)	(221)	0	0%	(399)	55%	0	(304)
200	200	100%	200	100%	Cell Phone	2,000	1,999	100%	2,000	100%	2,399	2,400
2,924	3,200	91%	2,649	110%	City Surcharge R & R	32,419	32,017	101%	31,512	103%	36,817	36,959
1,945	2,020	96%	1,735	112%	Credit Card Discounts	29,014	24,222	120%	23,256	125%	28,262	32,445
0	0	0%	(10)	0%	Donations	726	0	-181500%	144	504%	0	686
571	101	565%	0	0%	Dues & Subscriptions	1,567	1,066	147%	891	176%	1,066	2,038
0	0	0%	0	0%	Education & Training	0	1,010	0%	1,000	0%	1,010	0
(72)	76	-95%	(161)	45%	Employee Relations	1,700	1,094	155%	775	219%	1,245	1,924
6,110	4,495	136%	5,350	114%	Insurance Expense	53,659	46,279	116%	47,158	114%	55,571	64,283
1	0	143%	0	0%	Member Relations	213	153	139%	150	142%	154	213
0	35	0%	34	0%	Messenger Service - Fedex	0	607	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
437	505	87%	355	123%	Payroll Processing Fee	3,687	4,895	75%	3,912	94%	5,905	4,380
181	101	179%	98	185%	Postage/Shipping	1,980	821	241%	819	242%	1,074	2,261
45	0	0%	45	100%	Tax/Licenses/Fees	(225)	(1)	18750%	(225)	100%	(1)	(285)
23	0	0%	40	57%	Travel - Meals	592	1,315	45%	1,341	44%	1,315	615
0	101	0%	0	0%	Travel - Other	2,272	2,565	89%	2,441	93%	2,767	2,412
0	0	0%	0	0%	Employee Meals	17	0	-4057%	13	127%	0	73
18,315	16,243	113%	18,567	99%	TOTAL OPERATING EXPENSES	188,274	176,993	106%	179,367	105%	215,295	225,913
(32,213)	(29,518)	109%	(32,105)	100%	EBITDA	(317,421)	(310,038)	102%	(319,525)	99%	(374,889)	(383,000)
6,184	6,245	99%	6,063	102%	Management Fee	61,838	62,450	99%	60,625	102%	74,940	73,963
6,184	6,245	99%	6,063	102%	Management Fees	61,838	62,450	99%	60,625	102%	74,940	73,963
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
(38,492)	(35,859)	107%	(38,263)	101%	NET INCOME	(380,214)	(373,443)	102%	(381,105)	100%	(450,976)	(458,109)

The Golf Club at Cypress Head
Marketing
For the Ten Months Ending July 31, 2021

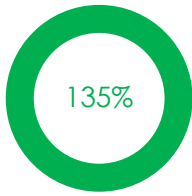
MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,793	3,562	106%	3,243	117%	Gross Payroll - Salaried	37,029	35,617	104%	34,835	106%	42,740	45,969
3,793	3,562	106%	3,243	117%	S/T Wages	37,029	35,617	104%	34,835	106%	42,740	45,969
258	272	95%	230	112%	Payroll Tax - FICA	2,658	2,725	98%	2,473	107%	3,270	3,100
0	6	0%	0	0%	Payroll Tax - UC	(129)	204	-63%	70	-184%	215	(129)
98	70	141%	59	166%	Payroll Tax - WC	730	696	105%	844	86%	835	876
532	523	102%	502	106%	Benefits	5,492	5,231	105%	5,094	108%	6,277	6,561
888	871	102%	791	112%	S/T Adders	8,751	8,855	99%	8,481	103%	10,597	10,409
4,681	4,432	106%	4,034	116%	TOTAL PAYROLL	45,780	44,472	103%	43,315	106%	53,337	56,378
					OPERATING EXPENSES							
2,618	1,508	174%	1,940	135%	Advertising & Promotion	16,760	17,376	96%	12,714	132%	20,446	22,146
2,618	1,508	174%	1,940	135%	TOTAL OPERATING EXPENSES	16,760	17,376	96%	12,714	132%	20,446	22,146
(7,298)	(5,940)	123%	(5,973)	122%	EBITDA	(62,540)	(61,848)	101%	(56,029)	112%	(73,783)	(78,524)
(7,298)	(5,940)	123%	(5,973)	122%	NET INCOME	(62,540)	(61,848)	101%	(56,029)	112%	(73,783)	(78,524)

Sales & Marketing Snapshot

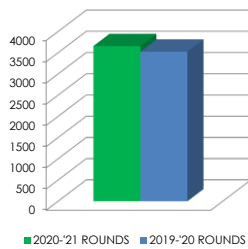
JULY

REPORT DATE 8/13/21

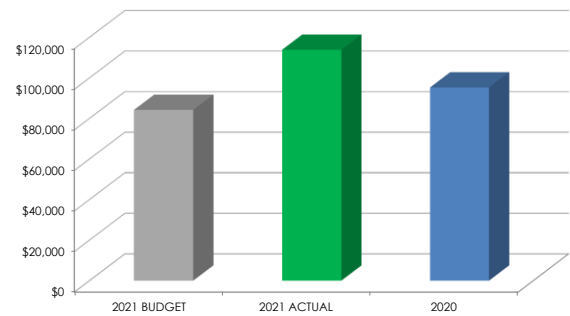
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET
\$84,178
ACTUAL MONTHLY REVENUE
\$113,849
VARIANCE TO BUDGET
\$29,671
PY MONTHLY REVENUE
\$95,262



JULY

2020 -21 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$72,688
Outings	\$5,000
Merchandise	\$5,590
Payroll Expense	\$64,719
OpEx	\$45,850

2020 -21 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$96,409
Outings	\$13,653
Merchandise	\$10,951
Payroll Expense	\$67,069
OpEx	\$45,489

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$80,807
Outings	\$7,730
Merchandise	\$9,173
Payroll Expense	\$64,067
OpEx	\$47,093

2020-21 ROUNDS

3657

2019-20 ROUNDS

3525

JULY

ACTION ITEMS / STRATEGIES / COMMENTS

- * Exceeded revenue goals by 35% over budget
- * Increased number of rounds from previous year even with the course being closed for Hurricane Elsa and multiple days of restricted conditions
- * Golf Tournaments held for the Port Orange Chamber of Commerce and the Spruce Creek Football Team Boosters
- * Two sessions of Junior summer camps with over 30 juniors attending
- * Continued Kemper Player development programs for complimentary and adult group lessons
- *
- *
- *
- *
- *

CYPRESS PASS SALES

2018 STATUS	2021 PASSES	2020 PASSES
Legacy Single	17	20
Legacy Double	9	9
Cypress Single	8	8
Cypress Double	2	4
Trail Fees	50	58
Founders	1	1
TOTAL PASSES	89	100
TOTAL REVENUE	\$140,299	\$158,588

WEATHER INFORMATION

PLAYABLE DAYS

2021	2020
21	20

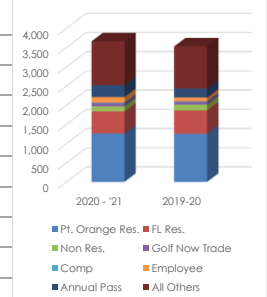
PRECIPITATION IN INCHES

2021	2020
5.9	7.3

ROUNDS SEGMENTATION

SEGMENT	2020 - '21	2019-20
Pt. Orange Res.	1,257	1,248
FL Res.	573	611
Non Res.	132	148
Golf Now Trade	95	81
Comp	8	9
Employee	143	96
Annual Pass	306	237
All Others	1,143	1,095
TOTAL	3,657	3,525

Rounds by Segment



TRUEREVIEW SUMMARY



2021 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.8	10.0	9.4	10.0	100.0	25
2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.2	9.6	8.3	9.6	90.6	36

COMMENTS / NOTES / ACTION ITEMS -

- *
- *
- *
- *
- *
- *
- *



KemperSports

Uniquely dedicated. Distinctly different. Custom Property Management

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2021

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												
96,409	72,688	133%	80,807	119%	Green Fees & Cart Fees	1,171,485	1,030,320	114%	1,020,518	115%	1,197,974	1,312,108
7,352	4,900	150%	5,899	125%	Merchandise	87,852	63,473	138%	69,298	127%	71,373	99,066
3,599	690	522%	3,274	110%	Other Pro Shop	19,828	13,672	145%	17,191	115%	15,052	22,005
3,565	2,700	132%	2,632	135%	Range	40,488	32,476	125%	33,643	120%	37,476	46,048
2,924	3,200	91%	2,649	110%	Other Operating Revenues	32,419	32,017	101%	31,512	103%	36,817	36,959
0	0	0%	0	0%	Other G&A Income	0	0	0%	288	0%	0	0
113,849	84,178	135%	95,262	120%	TOTAL REVENUE	1,352,072	1,171,959	115%	1,172,449	115%	1,358,692	1,516,185
COST OF SALES												
4,179	2,989	140%	3,083	136%	Merchandise	56,477	38,719	146%	43,074	131%	43,538	63,546
4,179	2,989	140%	3,083	136%	TOTAL COGS	56,477	38,719	146%	43,074	131%	43,538	63,546
56.8%	61.0%	93.2%	52.3%	108.8%	COGS - Merchandise %	64.3%	61.0%	105.4%	62.2%	103.4%	61.0%	763.3%
PAYROLL												
30,532	34,070	90%	33,710	91%	Course and Grounds	310,697	334,636	93%	314,448	99%	401,983	368,055
8,791	7,368	119%	7,934	111%	Carts, Range, Starters, Etc.	73,535	72,225	102%	73,240	100%	86,723	86,686
9,167	5,573	164%	4,852	189%	Pro Shop	64,403	54,780	118%	58,071	111%	65,733	79,210
13,898	13,275	105%	13,537	103%	General and Administrative	129,147	133,045	97%	140,445	92%	159,595	157,087
4,661	4,432	106%	4,034	116%	Marketing	45,780	44,472	103%	43,315	106%	53,337	56,378
67,069	64,719	104%	64,067	105%	TOTAL PAYROLL	623,562	639,158	98%	629,520	99%	767,370	747,416
OPERATING EXPENSES												
17,818	19,701	90%	19,279	92%	Course and Grounds	210,795	215,880	98%	200,941	105%	270,086	254,516
5,996	8,348	72%	6,739	89%	Carts, Range, Starters, Etc.	67,072	74,490	90%	62,746	107%	88,458	81,063
743	51	1471%	568	131%	Pro Shop	7,089	7,767	91%	8,042	88%	8,525	8,003
18,315	16,243	113%	18,567	99%	General and Administrative	188,274	176,993	106%	179,367	105%	215,295	225,913
2,618	1,508	174%	1,940	135%	Marketing	16,760	17,376	96%	12,714	132%	20,446	22,146
45,489	45,850	99%	47,093	97%	TOTAL OPERATING EXPENSES	489,990	492,506	99%	463,810	106%	602,810	591,641
116,737	113,558	103%	114,243	102%	TOTAL EXPENSES	1,170,029	1,170,383	100%	1,136,404	103%	1,413,718	1,402,603
(2,888)	(29,379)	10%	(18,981)	15%	EBITDA	182,043	1,576	11550%	36,046	505%	(55,026)	113,583

The Golf Club at Cypress Head
For the Ten Months Ending July 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(2,888)	(29,379)	10%	(18,981)	15%	EBITDA	182,043	1,576	11550%	36,046	505%	(55,026)	113,583
(6,184)	(6,245)	99%	(6,063)	102%	MANAGEMENT FEES	(61,838)	(62,450)	99%	(60,625)	102%	(74,940)	(73,963)
(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)
(9,167)	(35,720)	26%	(25,139)	36%	TOTAL OTHER INCOME (EXPENSE)	(955)	(955)	100%	(955)	100%	(1,146)	(1,146)
					NET INCOME	119,250	(61,829)	-193%	(25,535)	-467%	(131,112)	38,473
3,105	2,774	112%	3,071	101%	Paid Rounds	34,969	32,749	107%	33,840	103%	38,335	39,866
311	486	64%	238	131%	Annual Pass Rounds	3,424	3,985	86%	3,426	100%	4,868	3,948
241	234	103%	216	112%	Other Rounds	2,307	2,286	101%	2,266	102%	2,756	2,727
3,657	3,494	105%	3,525	104%	Total Rounds	40,700	39,020	104%	39,532	103%	45,959	46,541
37	30	121%	31	118%	Revenue/Paid Rounds	39	36	108%	35	112%	35	451
31	24	129%	27	115%	Revenue/Total Rounds	33	30	111%	30	112%	30	385

The Golf Club at Cypress Head
General Ledger

Ranges: From:
Date: 7/1/2021
Account: First

To:
7/31/2021
Last

Sorted By:
Include:
Print Currency In: Functional (Z-US\$)

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$163,503.34	\$138,463.87	\$169,458.23	(\$30,994.36)	\$132,508.98
	10050-5950-900	Cash - Course Payroll BMO	\$28,633.05	\$77,020.55	\$77,025.00	(\$4.45)	\$28,628.60
	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	\$14,892.70	\$11,604.89	\$25,553.70	(\$13,948.81)	\$943.89
	12000-5950-900	Inventory - Merchandise	\$21,983.75	\$3,607.38	\$5,022.30	(\$1,414.92)	\$20,568.83
	13020-5950-900	Prepaid Insurance	\$29,343.99	\$8,158.16	\$6,809.54	\$1,348.62	\$30,692.61
	13040-5950-900	Prepaid Exp - Other	\$17,063.23	\$1,722.00	\$272.17	\$1,449.83	\$18,513.06
	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	(\$4,370.14)	\$0.00	\$23.12	(\$23.12)	(\$4,393.26)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,311.56)	\$0.00	\$72.41	(\$72.41)	(\$25,383.97)
	30000-5950-900	Accts Pay - Trade	(\$68,913.77)	\$148,099.53	\$118,591.20	\$29,508.33	(\$39,405.44)
	30040-5950-900	Accts Pay - Other	\$44,421.08	\$11,265.20	\$11,455.11	(\$189.91)	\$44,231.17
	31000-5950-900	Accrued Expenses	(\$2,000.00)	\$2,000.00	\$584.50	\$1,415.50	(\$584.50)
	31020-5950-900	Accrued Payroll	(\$34,459.46)	\$22,282.75	\$27,494.25	(\$5,211.50)	(\$39,670.96)
	31080-5950-900	Accrued Tips Payable	(\$589.00)	\$2,094.00	\$1,858.00	\$236.00	(\$353.00)
	31220-5950-900	Accrued Sales Tax	(\$5,581.75)	\$5,815.51	\$6,526.02	(\$710.51)	(\$6,292.26)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,923.87	\$2,923.87	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,695.41)	\$1,121.48	\$1,406.87	(\$285.39)	(\$2,980.80)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$3,496.44)	\$0.00	\$3,475.24	(\$3,475.24)	(\$6,971.68)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$10,252.22)	\$3,417.42	\$0.00	\$3,417.42	(\$6,834.80)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$7,499.51)	\$2,499.84	\$0.00	\$2,499.84	(\$4,999.67)
	32070-5950-900	Deferred Rev - Gift Cards	(\$27,092.88)	\$1,682.54	\$874.32	\$808.22	(\$26,284.66)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,511.99)	\$466.09	\$735.66	(\$269.57)	(\$15,781.56)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$20,799.96)	\$7,083.32	\$450.00	\$6,633.32	(\$14,166.64)
	32220-5950-900	Deferred Rev - Founders Pass	(\$347.44)	\$115.84	\$0.00	\$115.84	(\$231.60)
	49020-5950-900	Retained Earnings - Current	(\$0.59)	\$0.00	\$0.00	\$0.00	(\$0.59)
	50000-5950-100	Green Fees - Annual Pass	(\$50,578.55)	\$0.00	\$6,033.10	(\$6,033.10)	(\$56,611.65)
	5003A-5950-100	Green Fee - Group	(\$58,322.02)	\$137.93	\$2,485.88	(\$2,347.95)	(\$60,669.97)
	50040-5950-100	Green Fees - Member	(\$2,387.67)	\$29.58	\$0.00	\$29.58	(\$2,358.09)
	5005A-5950-100	Green Fee - Hotel	\$11.24	\$0.00	\$0.00	\$0.00	\$11.24
	5006A-5950-100	Green Fee - Junior	(\$1,968.34)	\$22.56	\$266.96	(\$244.40)	(\$2,212.74)
	50070-5950-100	Green Fees - (surcharge)	(\$29,473.27)	\$3,138.19	\$6,062.06	(\$2,923.87)	(\$32,397.14)
	5007A-5950-100	Green Fee - League	(\$100,658.06)	\$104.85	\$8,179.25	(\$8,074.40)	(\$108,732.46)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$38,704.76)	\$87.30	\$3,224.35	(\$3,137.05)	(\$41,841.81)
	5012A-5950-100	Green Fee - Outing	(\$38,610.59)	\$0.00	\$5,548.08	(\$5,548.08)	(\$44,158.67)
	5014A-5950-100	Green Fee - Resident	(\$231,324.04)	\$1,122.82	\$18,369.22	(\$17,246.40)	(\$248,570.44)
	5015A-5950-100	Green Fee - Senior	(\$116,055.96)	\$308.54	\$12,369.92	(\$12,061.38)	(\$128,117.34)
	5019A-5950-100	Green Fee - Wholesale	(\$962.84)	\$0.00	\$304.96	(\$304.96)	(\$1,267.80)
	50500-5950-200	Cart Fee 18	(\$345,810.82)	\$1,144.01	\$32,577.82	(\$31,433.81)	(\$377,244.63)
	50520-5950-200	Cart Fee - Annual Trail	(\$60,230.04)	\$0.00	\$7,083.32	(\$7,083.32)	(\$67,313.36)
	52090-5950-600	Handicap Fee	(\$4,423.00)	\$0.00	\$0.00	\$0.00	(\$4,423.00)
	52150-5950-600	Lessons	(\$9,616.00)	\$1,200.00	\$4,339.00	(\$3,139.00)	(\$12,755.00)
	52280-5950-600	Rental Clubs	(\$2,190.00)	\$0.00	\$460.00	(\$460.00)	(\$2,650.00)
	52310-5950-600	Retail	(\$80,500.33)	\$270.00	\$7,621.96	(\$7,351.96)	(\$87,852.29)
	53050-5950-220	Range Pass Revenue	(\$36,922.29)	\$182.36	\$3,747.78	(\$3,565.42)	(\$40,487.71)
	56120-5950-100	City Surcharge R & R	(\$29,494.85)	\$0.00	\$2,923.87	(\$2,923.87)	(\$32,418.72)
	60000-5950-600	COGS - Merchandise - Accessories	\$52,298.24	\$4,242.01	\$63.26	\$4,178.75	\$56,476.99
	70000-5950-100	Gross Payroll - Salaried	\$85,657.84	\$13,480.75	\$3,762.06	\$9,718.69	\$95,376.53
	70000-5950-900	Gross Payroll - Salaried	\$91,413.28	\$15,109.50	\$4,038.00	\$11,071.50	\$102,484.78
	70000-5950-950	Gross Payroll - Salaried	\$33,236.29	\$5,076.77	\$1,283.62	\$3,793.15	\$37,029.44
	70010-5950-100	Gross Payroll - Hourly	\$157,804.32	\$23,277.93	\$6,426.44	\$16,851.49	\$174,655.81

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$57,947.49	\$10,652.58	\$2,909.59	\$7,742.99	\$65,690.48
	70010-5950-600	Gross Payroll - Hourly	\$45,528.56	\$10,092.33	\$2,279.56	\$7,812.77	\$53,341.33
	70010-5950-900	Gross Payroll - Hourly	(\$100.00)	\$0.00	\$0.00	\$0.00	(\$100.00)
	71000-5950-100	Payroll Tax - FICA	\$18,100.63	\$2,709.10	\$779.43	\$1,929.67	\$20,030.30
	71000-5950-200	Payroll Tax - FICA	\$4,608.71	\$920.17	\$222.60	\$697.57	\$5,306.28
	71000-5950-600	Payroll Tax - FICA	\$3,456.83	\$762.61	\$174.38	\$588.23	\$4,045.06
	71000-5950-900	Payroll Tax - FICA	\$6,460.70	\$1,045.35	\$308.91	\$736.44	\$7,197.14
	71000-5950-950	Payroll Tax - FICA	\$2,399.41	\$356.29	\$98.16	\$258.13	\$2,657.54
	71010-5950-100	Payroll Tax - UC	\$1,550.58	\$20.22	\$0.00	\$20.22	\$1,570.80
	71010-5950-200	Payroll Tax - UC	\$1,107.15	\$148.27	\$0.00	\$148.27	\$1,255.42
	71010-5950-600	Payroll Tax - UC	\$528.00	\$50.87	\$0.00	\$50.87	\$578.87
	71010-5950-900	Payroll Tax - UC	(\$775.77)	\$0.00	\$0.00	\$0.00	(\$775.77)
	71010-5950-950	Payroll Tax - UC	(\$128.80)	\$0.00	\$0.00	\$0.00	(\$128.80)
	71020-5950-100	Payroll Tax - WC	\$4,555.20	\$709.78	\$0.00	\$709.78	\$5,264.98
	71020-5950-200	Payroll Tax - WC	\$1,079.77	\$202.55	\$0.00	\$202.55	\$1,282.32
	71020-5950-600	Payroll Tax - WC	\$867.59	\$194.13	\$0.00	\$194.13	\$1,061.72
	71020-5950-900	Payroll Tax - WC	\$1,734.93	\$290.59	\$0.00	\$290.59	\$2,025.52
	71020-5950-950	Payroll Tax - WC	\$632.10	\$97.77	\$0.00	\$97.77	\$729.87
	71030-5950-100	Benefits	\$12,496.28	\$5,232.09	\$3,929.71	\$1,302.38	\$13,798.66
	71030-5950-600	Benefits	\$4,854.43	\$1,061.54	\$540.30	\$521.24	\$5,375.67
	71030-5950-900	Benefits	\$16,516.58	\$3,919.30	\$2,120.13	\$1,799.17	\$18,315.75
	71030-5950-950	Benefits	\$4,960.32	\$1,199.39	\$667.75	\$531.64	\$5,491.96
	80110-5950-200	Cart Supplies	\$1,260.25	\$0.00	\$0.00	\$0.00	\$1,260.25
	80120-5950-100	Chemicals	\$3,407.52	\$0.00	\$0.00	\$0.00	\$3,407.52
	80170-5950-100	Course Accessories	\$414.82	\$0.00	\$0.00	\$0.00	\$414.82
	80230-5950-100	Fertilizer	\$40,657.61	\$3,383.90	\$142.92	\$3,240.98	\$43,898.59
	80250-5950-100	Flowers/Decor	\$873.30	\$0.00	\$0.00	\$0.00	\$873.30
	80270-5950-100	Fuel	\$6,796.14	\$1,416.36	\$0.00	\$1,416.36	\$8,212.50
	80280-5950-100	Fungicides	\$1,371.25	\$0.00	\$0.00	\$0.00	\$1,371.25
	80320-5950-100	Herbicides	\$14,117.92	\$912.39	\$46.63	\$865.76	\$14,983.68
	80370-5950-100	Insecticides	\$7,895.50	\$1,072.75	\$0.00	\$1,072.75	\$8,968.25
	80380-5950-900	Janitorial Supplies	\$5,229.95	\$812.00	\$0.00	\$812.00	\$6,041.95
	80420-5950-900	Laundry/Uniforms	\$1,020.38	\$0.00	\$0.00	\$0.00	\$1,020.38
	80520-5950-600	Office Supplies	\$509.57	\$247.87	\$0.00	\$247.87	\$757.44
	80520-5950-900	Office Supplies	\$1,831.66	\$393.11	\$0.00	\$393.11	\$2,224.77
	80610-5950-220	Range Balls	\$2,654.00	\$0.00	\$0.00	\$0.00	\$2,654.00
	80620-5950-220	Range Equipment	\$3,092.94	\$0.00	\$0.00	\$0.00	\$3,092.94
	80630-5950-220	Range Expenses	\$391.80	\$0.00	\$0.00	\$0.00	\$391.80
	80690-5950-100	Sand/Topdress	\$7,326.01	\$0.00	\$0.00	\$0.00	\$7,326.01
	80710-5950-100	Seeds/Trees	\$7,475.00	\$0.00	\$0.00	\$0.00	\$7,475.00
	80730-5950-100	Small Tools	\$211.51	\$2,145.67	\$0.00	\$2,145.67	\$2,357.18
	80780-5950-600	Supplies	\$1,332.38	\$0.00	\$0.00	\$0.00	\$1,332.38
	80810-5950-600	Tournament Expense	\$106.04	\$145.76	\$145.76	\$0.00	\$106.04
	81010-5950-900	Alarm System	\$2,062.50	\$116.50	\$1,026.00	(\$909.50)	\$1,153.00
	81090-5950-200	Cart Repairs	\$359.02	\$0.00	\$0.00	\$0.00	\$359.02
	81130-5950-900	Computer Service	\$586.13	\$1,181.67	\$0.00	\$1,181.67	\$1,767.80
	81140-5950-900	Contract Cleaning	\$7,308.00	\$0.00	\$0.00	\$0.00	\$7,308.00
	81200-5950-900	Guest Relations	\$80.71	\$0.00	\$0.00	\$0.00	\$80.71
	81220-5950-600	Handicap Expense	\$4,165.00	\$495.00	\$0.00	\$495.00	\$4,660.00
	81250-5950-100	Irrigation	\$9,231.58	\$1,081.33	\$550.00	\$531.33	\$9,762.91
	81270-5950-600	Lesson Expense	(\$32.18)	\$0.00	\$0.00	\$0.00	(\$32.18)
	81350-5950-100	Repair & Maint - Equipment	\$12,133.47	\$940.50	\$18.42	\$922.08	\$13,055.55
	81350-5950-220	Repair & Maint - Equipment	\$69.25	\$0.00	\$0.00	\$0.00	\$69.25
	81350-5950-900	Repair & Maint - Equipment	\$0.00	\$134.50	\$0.00	\$134.50	\$134.50
	81360-5950-100	Repair & Maint - Building	\$1,250.31	\$0.00	\$0.00	\$0.00	\$1,250.31
	81360-5950-600	Repair & Maint - Building	\$265.67	\$0.00	\$0.00	\$0.00	\$265.67
	81360-5950-900	Repair & Maint - Building	\$3,540.35	\$1,459.50	\$0.00	\$1,459.50	\$4,999.85
	82000-5950-200	Cart Lease	\$44,766.00	\$4,974.00	\$0.00	\$4,974.00	\$49,740.00
	82020-5950-100	Equipment Lease	\$51,489.00	\$5,721.00	\$0.00	\$5,721.00	\$57,210.00
	82060-5950-900	Off-Site Storage	\$1,584.00	\$176.00	\$0.00	\$176.00	\$1,760.00

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	83000-5950-100	Utilities - Electric	\$1,779.14	\$243.77	\$0.00	\$243.77	\$2,022.91
	83000-5950-200	Utilities - Electric	\$8,483.57	\$1,021.61	\$0.00	\$1,021.61	\$9,505.18
	83020-5950-100	Utilities - Other	\$15,825.96	\$1,417.39	\$0.00	\$1,417.39	\$17,243.35
	83020-5950-900	Utilities - Other	\$15,033.75	\$2,138.38	\$0.00	\$2,138.38	\$17,172.13
	83030-5950-900	Utilities - Telephone/Fax	\$1,753.77	\$531.73	\$300.00	\$231.73	\$1,985.50
	83050-5950-100	Utilities - Water	\$1,957.45	\$212.24	\$0.00	\$212.24	\$2,169.69
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$14,142.44	\$2,680.85	\$63.26	\$2,617.59	\$16,760.03
	85020-5950-900	Bank Charges	\$3,620.05	\$355.43	\$0.00	\$355.43	\$3,975.48
	85050-5950-900	Cash Short/(Over)	(\$199.08)	\$64.22	\$85.73	(\$21.51)	(\$220.59)
	85060-5950-900	Cell Phone	\$1,800.00	\$200.00	\$0.00	\$200.00	\$2,000.00
	85070-5950-900	City Surcharge R & R	\$29,494.85	\$2,923.87	\$0.00	\$2,923.87	\$32,418.72
	85120-5950-900	Credit Card Discounts	\$27,069.39	\$1,944.75	\$0.00	\$1,944.75	\$29,014.14
	85140-5950-900	Donations	\$726.00	\$0.00	\$0.00	\$0.00	\$726.00
	85150-5950-900	Dues & Subscriptions	\$995.93	\$571.00	\$0.00	\$571.00	\$1,566.93
	85160-5950-100	Education & Training	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00
	85190-5950-100	Employee Relations	\$282.78	\$0.00	\$0.00	\$0.00	\$282.78
	85190-5950-900	Employee Relations	\$1,771.70	\$174.67	\$246.70	(\$72.03)	\$1,699.67
	85200-5950-100	Employee Testing	\$0.00	\$29.00	\$0.00	\$29.00	\$29.00
	85280-5950-900	Insurance Expense	\$47,549.03	\$6,809.54	\$700.00	\$6,109.54	\$53,658.57
	85320-5950-900	Member Relations	\$212.64	\$120.57	\$120.00	\$0.57	\$213.21
	85390-5950-900	O/S - Accounting	\$9,250.00	\$0.00	\$0.00	\$0.00	\$9,250.00
	85430-5950-100	O/S - Other	\$7,680.00	\$0.00	\$0.00	\$0.00	\$7,680.00
	85480-5950-900	Payroll Processing Fee	\$3,250.04	\$887.34	\$450.00	\$437.34	\$3,687.38
	85490-5950-900	Postage/Shipping	\$1,798.78	\$180.89	\$0.00	\$180.89	\$1,979.67
	85610-5950-100	Tax/Licenses/Fees	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
	85610-5950-900	Tax/Licenses/Fees	(\$270.00)	\$75.00	\$30.00	\$45.00	(\$225.00)
	85710-5950-900	Travel - Meals	\$568.90	\$22.72	\$0.00	\$22.72	\$591.62
	85720-5950-900	Travel - Other	\$2,272.29	\$0.00	\$0.00	\$0.00	\$2,272.29
	89020-5950-900	Employee Meals	\$17.04	\$0.00	\$0.00	\$0.00	\$17.04
	90000-5950-900	Management Fee	\$55,654.02	\$6,183.78	\$0.00	\$6,183.78	\$61,837.80
	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
	R002A-5950-100	Rounds - Annual	3,113.00	322.00	11.00	311.00	3,424.00
	R003A-5950-100	Rounds - Group	3,533.00	198.00	13.00	185.00	3,718.00
	R005A-5950-100	Rounds - Green Fee - Hotel	(2.00)	0.00	0.00	0.00	(2.00)
	R006A-5950-100	Rounds - Green Fee - Junior	543.00	104.00	6.00	98.00	641.00
	R007A-5950-100	Rounds - Green Fee - League	4,739.00	500.00	6.00	494.00	5,233.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,348.00	135.00	3.00	132.00	1,480.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	101.00	3.00	0.00	3.00	104.00
	R012A-5950-100	Rounds - Green Fee - Outing	2,088.00	334.00	0.00	334.00	2,422.00
	R014A-5950-100	Rounds - Resident	14,497.00	1,334.00	77.00	1,257.00	15,754.00
	R015A-5950-100	Rounds - Green Fee - Senior	5,062.00	590.00	17.00	573.00	5,635.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,052.00	149.00	6.00	143.00	1,195.00
	R017A-5950-100	Rounds - Green Fee - Trade	913.00	96.00	1.00	95.00	1,008.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	56.00	32.00	0.00	32.00	88.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	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:	163	\$0.00	\$615,738.36	\$615,738.36	\$0.00	\$0.00

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended July 31, 2021

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(20,095)	(8,859)	9,497	44,395	26,028	72,531	43,667	28,838	(11,071)	(2,888)	0	0
Management Fee Expense	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0	0
Net Income	(26,375)	(15,138)	3,217	38,116	19,749	66,252	37,387	22,559	(17,350)	(9,167)	0	0
Working Capital Changes												
Inventory	(4,220)	(8,067)	5,087	(959)	(7,579)	491	4,544	4,188	1,586	1,415	0	0
Receivables	48,371	803	(155)	173	(147)	(396)	674	148	(14,893)	13,949	0	0
Prepaid Expenses	4,989	(10,579)	(4,535)	6,845	4,617	(661)	5,905	12,909	(23,624)	(2,798)	0	0
Payables	366	22,974	3,069	10,092	20,983	(8,662)	(10,360)	33,575	(29,232)	(29,508)	0	0
Due to from the City	(12,616)	0	(143)	10,838	313	(24)	(243)	457	(418)	190	0	0
Accrued Expenses	(8,228)	26,425	(12,944)	(2,156)	(1,173)	6,989	(21,396)	7,574	(512)	4,271	0	0
Deferred Revenues	(28,722)	(3,864)	(1,732)	(18,758)	(10,894)	(7,218)	(15,667)	(18,731)	(8,194)	(9,444)	0	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	0	0
Operating Cash Flow	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	0	0
Beginning Cash	116,928	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	133,895
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	0	0
Ending Cash	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	162,488	133,895



August 20th, 2021

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 2021 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 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 57,892	\$ 35,128	\$ 22,764		\$ 726,927	\$ 615,432	\$ 625,765	\$ 111,495
Cart Fees	\$ 38,517	\$ 37,560	\$ 957		\$ 444,558	\$ 414,888	\$ 395,041	\$ 29,670
Range	\$ 3,565	\$ 2,700	\$ 865		\$ 40,488	\$ 32,476	\$ 33,643	\$ 8,012
Pro- Shop Revenues	\$ 10,951	\$ 5,590	\$ 5,361		\$ 107,680	\$ 77,145	\$ 86,489	\$ 30,535
City Surcharge R/R	\$ 2,924	\$ 3,200	\$ (276)		\$ 32,419	\$ 32,017	\$ 31,512	\$ 402
Total Revenue	\$ 113,849	\$ 84,178	\$ 29,671		\$ 1,352,072	\$ 1,171,958	\$ 1,172,450	\$ 180,114
Cost of Sales	\$ 4,179	\$ 2,989	\$ 1,190		\$ 56,477	\$ 38,719	\$ 43,074	\$ 17,758
Merchandise	\$ 4,179	\$ 2,989	\$ 1,190	56%	\$ 56,477	\$ 38,719	\$ 43,074	\$ 17,758
Gross Margin	\$ 109,670	\$ 81,189	\$ 28,481		\$ 1,295,595	\$ 1,133,239	\$ 1,129,376	\$ 162,356
Total Payroll	\$ 67,069	\$ 64,719	\$ 2,350		\$ 623,562	\$ 639,158	\$ 629,520	\$ (15,596)
Total Operating Expenses	\$ 45,489	\$ 45,850	\$ (361)		\$ 489,990	\$ 492,506	\$ 463,810	\$ (2,516)
EBITDA	\$ (2,888)	\$ (29,379)	\$ 26,491		\$ 182,043	\$ 1,576	\$ 36,046	\$ 180,467
Other Expenses	\$ 6,280	\$ 6,341	\$ (61)		\$ 62,793	\$ 63,405	\$ 61,580	\$ (612)
Management Fee	\$ 6,184	\$ 6,245	\$ (61)		\$ 61,838	\$ 62,450	\$ 60,625	\$ (612)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 955	\$ 955	\$ 955	\$ -
Net Cash From Ops	\$ (9,168)	\$ (35,720)	\$ 26,552		\$ 119,250	\$ (61,829)	\$ (25,534)	\$ 181,079
Rounds								
Total Rounds	3,657	3,494	163		40,700	39,020	39,532	1,680
Paid Rounds	3,105	2,774	331		34,969	32,749	33,840	2,220
Avg. GF/CF Total rounds	\$26.36	\$20.80	\$ 5.56		\$28.78	\$26.40	\$25.82	\$ 2.38
Avg. GF/CF Paid rounds	\$31.05	\$26.20	\$ 4.85		\$33.50	\$31.46	\$30.17	\$ 2.04
Avg. Merchandise/round	\$2.99	\$1.60	\$ 1.39		\$2.65	\$1.98	\$2.19	\$ 0.67

Overview:

- Overall golf revenues for July finished 35% higher to the projected budget for the month. This was accomplished with incredible course conditions and great customer service. There was an increase in over 160 rounds even with multiple days of closure due to Hurricane Elsa and the normal Florida afternoon thundershowers. Golf Advisor continues to rate the golf course with a 98% referral by its players posting incredible course conditions and the friendliest customer service in the county. The range revenues continue to be higher to the budget & Pro Shop revenues were also much higher to the budget as a result of club and merchandise sales.
- Total payroll for the month was slightly higher to the projected budget due to longer hours of operations for the guests. The entire team continues to work diligently to maintain the continuity for our guests and offer the Best in Class conditions for all players.
- Our operating expenses finished equal to the budgeted amount and we continue to monitor all expenses related to fertilizers, fungicides, mole cricket applications and herbicides needed to maintain the improved course conditions.
- The month of July is the tenth month in our fiscal year 2020-2021 with yearly revenues being ahead by 15%. Our EBITDA remains extremely positive for the current year. Pro shop revenues are higher to the budget, range revenues are higher, payroll is lower than projected and expenses are lower as well to the budget.

R&R Projects:

- There were no projects for the month of July 2021.

Tee Sheet Activity:

- There were 3,657 total rounds for the month which included 3,105 paid rounds, 311 Annual with Cypress Pass member rounds and 241 other rounds. The round type for the month included 2,692 eighteen hole rounds and 837 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 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3105	2774	3071	34969	33840
Annual	311	486	238	3424	3426
Other rounds	241	234	216	2307	2266
Total Rounds	3657	3494	3525	40700	39532

Departmental Summaries:

Course & Grounds/Range

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head. The golf course conditions have improved tremendously with his guidance and our mindshare comments has confirmed that Cypress Head is the best place to play in Volusia County.
- Expenses for the month were equal to the projected budget.
- During the summer months, maintaining the mowing cycles for the fairways, greens and roughs is our priority.
- There is a scheduled aerification of the greens and tee boxes in August.
- We continue to top dress the greens on a regular basis to reduce thatch and grain to maintain quality putting surfaces. During the month the maintenance team did a pre-emergent weed control as well as a mole cricket application throughout the golf course.

Golf Shop/Carts

- The golf shop at Cypress Head is experiencing supply issues with products & merchandise from our manufacturers including Callaway, Titleist and Footjoy. There was \$485.00 in gift card sales purchased for the month with \$10,951.00 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.
- The staff at Cypress Head Golf Course will continue to offer individual lessons and a series of Golf Get Ready clinics for beginners and intermediate players in July. Cypress Head is also involved with a Kemper Sports Player initiative promoting golf for both new and established players. We also hosted two more sessions of Junior Summer Golf Camps in July.
- The MGA and the WGA have continued their league play.

Marketing and Sales:

- Cypress Head continues to build on the 2021 tournament season by hosting several high profile golf tournaments. The premiere golf event held in July was the Port Orange South Daytona Chamber of Commerce along with a fundraiser for the Spruce Creek Football team.
- We are continuing to see an increase in tournament inquiries for 2022.
- We are maintaining our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.

- Cypress Head continues 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 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 8/13/2021 1:48 PM MDT

Data current as of: 8/13/2021 1:37 PM MDT

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey	7/1/21 - 7/31/21
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	100.0	9.8	10.0	9.4	10.0	25
Cypress Head Golf Club	100.0	9.8	10.0	9.4	10.0	25

Copyright © 2021 by InMoment.
All rights reserved.

inmoment

- Course summary report for June showed an overall rating for the golf course of 9.8 with a course rating of 9.4 and our service rating is at 10.0.
- In addition to the report above, we continue using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



- 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:

- We continue to work with the entire staff at the Parks & Recreation department. Together we are prepared to face any challenges that may come our way.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

Sales & Marketing Snapshot

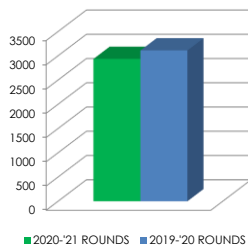
AUGUST

REPORT DATE 9/17/21

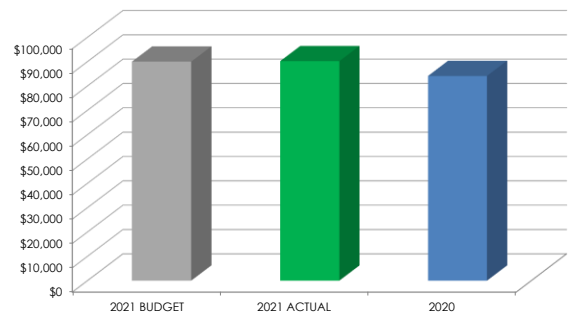
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$89,972
ACTUAL MONTHLY REVENUE	\$90,161
VARIANCE TO BUDGET	\$189
PY MONTHLY REVENUE	\$84,121



AUGUST

2020 -21 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$79,282
Outings	\$5,000
Merchandise	\$5,490
Payroll Expense	\$64,682
OpEx	\$49,419

2020 -21 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$77,230
Outings	\$5,570
Merchandise	\$7,508
Payroll Expense	\$63,339
OpEx	\$52,479

REVENUE CLASS	Month PY AMOUNT
Total Golf	\$71,519
Outings	\$5,000
Merchandise	\$7,325
Payroll Expense	\$60,993
OpEx	\$48,615

2020-21 ROUNDS
2933
2019-20 ROUNDS
3109

AUGUST ACTION ITEMS / STRATEGIES / COMMENTS

- * Revenues were equal to the budget for the month of August
- * Aerification of the greens and tee boxes were performed to improve turf health for the fall/winter season
- * Reduced number of rounds due to course maintenance and extensive rains
- * Controlled payroll expenses and reduced labor costs
- * Revenue increased by 7% over previous year even with less overall number of rounds
- *
- *
- *
- *
- *

CYPRESS PASS SALES

2018 STATUS	2021 PASSES	2020 PASSES
Legacy Single	17	20
Legacy Double	9	9
Cypress Single	8	8
Cypress Double	2	4
Trail Fees	50	58
Founders	1	1
TOTAL PASSES	89	100
TOTAL REVENUE	\$140,299	\$158,588

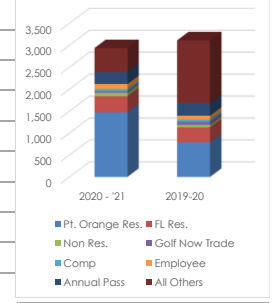
WEATHER INFORMATION

PLAYABLE DAYS	
2021	2020
24	25
PRECIPITATION IN INCHES	
2021	2020
6.2	7.6

ROUNDS SEGMENTATION

SEGMENT	2020 - '21	2019-20
Pt. Orange Res.	1,467	786
FL Res.	370	342
Non Res.	73	50
Golf Now Trade	41	79
Comp	46	46
Employee	116	90
Annual Pass	274	284
All Others	546	1,432
TOTAL	2,933	3,109

Rounds by Segment



TRUEREVIEW SUMMARY



2021 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.5	9.3	9.4	9.9	93.3	15
2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.1	9.6	8.4	9.2	67.6	34

COMMENTS / NOTES / ACTION ITEMS -

- *
- *
- *
- *
- *
- *
- *



KemperSports

Uniquely dedicated. Distinctly different. Custom Property Management

The Golf Club at Cypress Head													
For the Month Ending August 31, 2021													
	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21
REVENUES													
Green Fees & Cart Fees	71,518.85	69,104.20	75,979.77	85,818.30	105,860.59	139,637.86	133,308.83	165,630.35	143,131.74	138,027.00	87,672.28	96,409.14	77,229.74
Merchandise	6,264.29	4,949.02	5,399.26	6,383.41	11,547.34	9,386.28	6,908.60	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96	6,600.09
Other Pro Shop	1,041.00	1,136.03	688.00	410.00	1,195.00	2,281.00	4,743.00	1,680.00	1,445.00	1,130.00	2,677.00	3,569.00	968.00
Range	2,916.82	2,643.28	2,893.32	2,694.98	4,358.78	4,704.70	4,023.23	5,075.06	4,847.58	4,778.02	3,546.62	3,565.42	3,126.44
Other Operating Revenues	2,380.08	2,160.12	2,396.53	2,469.38	3,062.05	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,023.87	2,296.89
TOTAL REVENUE	84,121.04	79,992.65	87,356.88	97,776.07	126,023.76	159,732.92	152,326.77	188,332.79	165,162.08	156,513.08	104,997.84	113,849.30	90,161.16
COST OF SALES													
Merchandise	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60
TOTAL COGS	4,567.10	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60
COGS - Merchandise %	72.9%	50.5%	60.6%	66.3%	67.6%	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%
PAYROLL													
Course and Grounds	28,516.94	28,840.74	30,814.43	30,037.93	32,730.71	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,524.13	30,532.23	32,618.04
Carts, Range, Starters, Etc.	6,745.30	6,406.57	6,324.67	5,574.57	6,412.85	7,161.82	7,006.60	8,686.20	7,652.25	8,319.07	7,602.29	8,791.38	6,538.97
Pro Shop	8,349.83	6,457.92	5,008.13	4,989.96	5,239.19	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	9,167.24	6,333.96
General and Administrative	13,210.09	14,729.01	13,117.81	12,679.37	12,928.33	12,740.89	12,713.14	13,283.61	12,695.50	13,165.87	11,925.20	13,897.70	13,296.23
Marketing	4,170.83	6,427.25	4,090.67	4,237.66	4,761.98	3,956.48	4,850.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69	4,583.00
TOTAL PAYROLL	60,992.99	62,681.49	59,355.71	57,519.29	62,073.06	62,882.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20
OPERATING EXPENSES													
Course and Grounds	25,235.11	18,485.92	16,445.07	17,150.04	20,120.85	20,264.49	30,698.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33	25,243.86
Carts, Range, Starters, Etc.	6,807.38	7,183.04	8,694.43	6,765.18	4,216.83	5,975.01	6,898.29	8,167.60	8,308.22	5,892.53	6,168.74	5,965.61	6,670.57
Pro Shop	143.73	769.79	168.01	12.23	1,053.49	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87	2,752.98
General and Administrative	16,710.39	20,920.05	17,144.45	19,897.28	20,907.83	19,361.87	16,713.09	17,871.46	19,297.70	20,308.43	18,456.65	16,314.96	17,572.55
Marketing	718.61	4,667.70	2,382.27	1,060.84	351.36	824.17	1,051.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59	238.94
TOTAL OPERATING EXPENSE	49,615.22	52,035.50	44,824.23	44,885.57	46,650.36	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.38	52,478.90
TOTAL EXPENSES	115,175.31	117,398.57	107,452.20	106,635.21	116,527.03	115,337.79	126,298.82	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35	119,925.70
EBITDA	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)

The Golf Club at Cypress Head

For the Month Ending August 31, 2021

	08/31/20	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21
EBITDA	(31,054.27)	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)
MANAGEMENT FEES	(6,062.53)	(6,062.53)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)
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
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
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
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
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
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
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)
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
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
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
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
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
TOTAL OTHER INCOME (EXPE	(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)
NET INCOME	(37,212.33)	(43,563.98)	(26,374.63)	(15,138.45)	3,217.42	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)	(36,043.85)
Paid Rounds	2,588.00	2,309.00	2,567.00	2,661.00	3,221.00	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00
Annual Pass Rounds	263.00	241.00	313.00	273.00	357.00	397.00	327.00	396.00	372.00	361.00	317.00	311.00	274.00
Other Rounds	238.00	182.00	181.00	194.00	238.00	250.00	238.00	287.00	234.00	256.00	228.00	241.00	296.00
Total Rounds	3,109.00	2,732.00	3,061.00	3,118.00	3,816.00	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00	2,933.00
Revenue/Paid Rounds	32.50	34.64	34.03	36.74	39.13	39.80	42.18	39.87	39.72	38.79	36.53	36.67	36.76
Revenue/Total Rounds	27.06	29.28	29.54	31.36	33.03	34.28	36.56	34.96	34.67	33.64	39.71	31.13	30.74
	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

The Golf Club at Cypress Head
Comparative Income Statement
For the Eleven Months Ending August 31, 2021

	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	71,519	1,092,037	1,161,141	94%	77,230	1,248,715	1,197,974	104%
Merchandise	6,264	75,563	80,512	94%	6,600	94,452	71,373	132%
Other Pro Shop	1,041	18,232	19,368	94%	908	20,736	15,052	138%
Range	2,917	36,560	39,203	93%	3,126	43,614	37,476	116%
Other Operating Revenues	2,380	33,892	36,052	94%	2,297	34,716	36,817	94%
Other G&A Income	0	288	288	100%	0	0	0	
TOTAL REVENUE	84,121	1,256,570	1,336,563	94%	90,161	1,442,233	1,358,692	106%
COST OF SALES								
Merchandise	4,567	47,641	50,143	95%	4,108	60,585	43,538	139%
TOTAL COGS	4,567	47,641	50,143	95%	4,108	60,585	43,538	139%
COGS - Merchandise %	72.9%	63.0%	62.3%	101.2%	62.2%	64.1%	61.0%	105.2%
PAYROLL								
Course and Grounds	28,517	342,965	371,806	92%	32,618	343,315	401,983	85%
Carts, Range, Starters, Etc.	6,745	79,985	86,391	93%	6,509	80,043	86,723	92%
Pro Shop	8,350	66,421	72,879	91%	6,334	70,737	65,733	108%
General and Administrative	13,210	153,655	168,385	91%	13,295	142,443	159,595	89%
Marketing	4,171	47,486	53,913	88%	4,583	50,363	53,337	94%
TOTAL PAYROLL	60,993	690,513	753,374	92%	63,339	686,901	767,370	90%
OPERATING EXPENSES								
Course and Grounds	25,235	226,176	244,662	92%	25,244	236,038	270,086	87%
Carts, Range, Starters, Etc.	6,807	69,554	76,737	91%	6,671	73,743	88,458	83%
Pro Shop	144	8,186	8,955	91%	2,753	9,842	8,525	115%
General and Administrative	16,710	196,077	217,006	90%	17,573	205,846	215,295	96%
Marketing	719	13,433	18,101	74%	239	16,999	20,446	83%
TOTAL OPERATING EXPENSES	49,615	513,425	565,461	91%	52,479	542,469	602,810	90%
TOTAL EXPENSES	115,175	1,251,579	1,368,978	91%	119,926	1,289,954	1,413,718	91%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,063)	(66,688)	(72,750)	92%	(6,184)	(68,022)	(74,940)	91%
Depreciation & Amortization	(96)	(1,051)	(1,146)	92%	(96)	(1,051)	(1,146)	92%
TOTAL OTHER INCOME (EXPENSE)	(6,158)	(67,739)	(73,897)	92%	(6,279)	(69,072)	(76,086)	91%
NET INCOME	(37,212)	(62,747)	(106,311)	59%	(36,044)	83,206	(131,112)	-63%
=====								
Paid Rounds	2,588	36,428						
Annual Pass Rounds	283	3,709						
Other Rounds	238	2,504						
Total Rounds	3,109	42,641						
Revenue/Paid Rounds	33	34						
Revenue/Total Rounds	27	29						

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

	<u>08/31/21</u>	<u>09/30/20</u>	<u>08/31/20</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	84,237	87,684	39,129
Cash - Payroll	28,589	27,894	28,408
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	<u>500</u>	<u>500</u>	<u>500</u>
Total Cash	<u>114,176</u>	<u>116,928</u>	<u>68,887</u>
Accounts Receivable			
A/R Member	<u>832</u>	<u>49,471</u>	<u>165,633</u>
Total Accounts Receivable	<u>832</u>	<u>49,471</u>	<u>165,633</u>
Other Current Assets			
Inventory - Merchandise	19,694	17,054	18,502
Prepaid Insurance	24,563	25,935	20,655
Prepaid Exp - Other	<u>18,420</u>	<u>16,336</u>	<u>16,511</u>
Total Other Current Assets	<u>62,677</u>	<u>59,326</u>	<u>55,669</u>
TOTAL CURRENT ASSETS	<u>177,685</u>	<u>225,725</u>	<u>290,189</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	<u>5,550</u>	<u>5,550</u>	<u>5,550</u>
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	<u>(29,873)</u>	<u>(28,822)</u>	<u>(28,726)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>6,275</u>	<u>7,326</u>	<u>7,422</u>
TOTAL ASSETS	<u><u>183,960</u></u>	<u><u>233,051</u></u>	<u><u>297,611</u></u>

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

	<u>08/31/21</u>	<u>09/30/20</u>	<u>08/31/20</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	23,571	26,108	31,752
Accts Pay - Other	(33,534)	(42,586)	63,356
Accrued Expenses	743	598	735
Accrued Payroll	42,018	43,331	35,222
Accrued Taxes	5,010	4,122	15,024
Deferred Revenue	62,946	201,477	214,271
TOTAL CURRENT LIABILITIES	<u>100,754</u>	<u>233,050</u>	<u>360,359</u>
 TOTAL LIABILITIES	 <u>100,754</u>	 <u>233,050</u>	 <u>360,359</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	83,206	1	(62,748)
Net Retained Earnings	83,206	1	(62,748)
Stockholders Equity	83,206	1	(62,748)
TOTAL STOCKHOLDER'S EQUITY	<u>83,206</u>	<u>1</u>	<u>(62,748)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>183,960</u>	 <u>233,051</u>	 <u>297,611</u>

**The Golf Club at Cypress Head
Course Cash Flow Report
August 31, 2021**

	<u>August</u>	<u>YTD</u>
EBITDA	(\$29,764.54)	\$152,278.25
Management Fee Expense	(6,183.78)	(68,021.58)
Depreciation & Amortization	<u>(95.53)</u>	<u>(1,050.83)</u>
Net Income	(36,043.85)	83,205.84
Working Capital Changes		
Inventory	875.22	(2,639.29)
Receivables	112.00	48,638.97
Payables	(15,834.90)	(2,537.46)
Due to from the City	10,696.76	9,051.25
Prepays	6,222.47	(711.90)
Accrued Liabilities	870.52	(279.87)
Other Liabilities	(15,304.93)	(138,530.27)
Depreciation & Amortization	<u>95.53</u>	<u>1,050.83</u>
Operating Cash Flow	(48,311.18)	(2,751.90)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(48,311.18)</u>	<u>(2,751.90)</u>
Beginning Cash	162,487.58	116,928.30
Net Cash Flows	<u>(48,311.18)</u>	<u>(2,751.90)</u>
Ending Cash	<u>114,176.40</u>	<u>114,176.40</u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended August 31, 2021

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(20,095)	(8,859)	9,497	44,395	26,028	72,531	43,667	28,838	(11,071)	(2,888)	(29,765)	0
Management Fee Expense	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	0
Net Income	(26,375)	(15,138)	3,217	38,116	19,749	66,252	37,387	22,559	(17,350)	(9,167)	(36,044)	0
Working Capital Changes												
Inventory	(4,220)	(8,067)	5,087	(959)	(7,579)	491	4,544	4,188	1,586	1,415	875	0
Receivables	48,371	803	(155)	173	(147)	(396)	874	148	(14,893)	13,949	112	0
Prepaid Expenses	4,989	(10,579)	(4,535)	6,845	4,617	(661)	5,905	12,909	(23,624)	(2,798)	6,222	0
Payables	366	22,974	3,069	10,092	20,983	(8,662)	(10,360)	33,575	(29,232)	(29,508)	(15,835)	0
Due to from the City	(12,616)	0	(143)	10,838	313	(24)	(243)	457	(418)	190	10,697	0
Accrued Expenses	(8,228)	26,425	(12,944)	(2,156)	(1,173)	6,989	(21,396)	7,574	(512)	4,271	871	0
Deferred Revenues	(28,722)	(3,864)	(1,732)	(18,758)	(10,894)	(7,218)	(15,667)	(18,731)	(8,194)	(9,444)	(15,305)	0
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	96	0
Operating Cash Flow	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Investing Activities												
Financing Activities												
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Beginning Cash	116,928	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	114,176
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	0
Ending Cash	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	114,176	114,176

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2021

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												
45,778	43,023	106%	42,789	107%	Green Fees	772,705	658,455	117%	668,267	116%	708,381	813,433
31,452	36,259	87%	28,729	109%	Cart Fee	476,010	451,147	106%	423,770	112%	489,592	504,386
120	20	600%	126	95%	Handicap Fee	4,434	4,543	102%	4,360	104%	4,454	4,543
688	520	132%	545	126%	Lessons	13,443	7,233	186%	11,012	122%	7,453	14,439
100	350	29%	370	27%	Rental Clubs	2,750	2,895	95%	2,860	96%	3,145	2,890
6,600	4,600	143%	6,264	105%	Retail	94,452	68,073	139%	75,563	125%	71,373	99,401
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
90,161	89,972	100%	84,121	107%	Total Revenues	1,442,233	1,261,931	114%	1,256,570	115%	1,358,692	1,522,225
COST OF GOODS SOLD												
4,108	2,806	146%	4,567	90%	COGS - Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	Total COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
86,054	87,166	99%	79,554	108%	GROSS MARGIN	1,381,648	1,220,406	113%	1,208,929	114%	1,315,154	1,459,139
62.24%	61.00%	102.03%	72.91%	85.36%	COGS - Merchandise %	64.14%	61.00%	105.15%	63.05%	101.74%	61.00%	752.64%
PAYROLL												
23,827	23,115	103%	23,953	99%	Gross Payroll - Salaried	258,717	254,262	102%	254,311	102%	277,376	283,341
28,882	31,129	93%	29,341	98%	Gross Payroll - Hourly	322,470	334,197	96%	319,845	101%	364,322	350,277
52,709	54,244	97%	53,294	99%	S/T Wages	581,187	588,459	99%	574,156	101%	641,698	633,618
3,873	4,150	93%	3,886	100%	Payroll Tax - FICA	43,109	45,017	96%	41,615	104%	49,090	46,612
116	226	51%	154	75%	Payroll Tax - UC	2,616	3,833	68%	2,466	106%	4,008	2,706
944	1,059	89%	943	100%	Payroll Tax - WC	11,309	11,493	98%	10,955	103%	12,532	12,627
5,697	5,004	114%	2,716	210%	Benefits	48,679	55,039	88%	61,321	79%	60,042	54,199
10,630	10,439	102%	7,699	138%	S/T Adders	105,713	115,382	92%	116,357	91%	125,673	116,145
63,339	64,682	98%	60,993	104%	TOTAL PAYROLL	686,901	703,840	98%	690,513	99%	767,370	749,762
OPERATING EXPENSES												
248	101	245%	89	279%	Cart Supplies	1,508	1,019	148%	1,121	134%	1,120	1,724
498	300	166%	(65)	-769%	Chemicals	3,906	3,298	118%	2,668	146%	3,598	4,360
117	202	58%	0	0%	Course Accessories	532	1,741	31%	1,054	50%	2,044	691
3,109	2,121	147%	3,206	97%	Fertilizer	47,008	37,369	126%	39,874	118%	47,369	48,003
0	0	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
2,308	1,313	176%	860	268%	Fuel	10,520	9,813	107%	8,769	120%	10,823	12,102
0	0	0%	880	0%	Fungicides	1,371	2,999	46%	2,298	60%	3,499	3,309
1,888	2,323	81%	3,263	58%	Herbicides	16,872	23,601	71%	25,002	67%	26,379	18,346
2,323	1,010	230%	1,140	204%	Insecticides	11,291	9,619	117%	6,635	170%	10,619	12,091
627	505	124%	1,065	59%	Janitorial Supplies	6,669	5,863	114%	5,254	127%	6,368	6,829
0	1,010	0%	207	0%	Laundry/Uniforms	1,020	3,132	33%	2,335	44%	3,132	1,510
310	227	136%	199	156%	Office Supplies	3,292	3,652	90%	4,618	71%	3,829	4,121
0	0	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
0	101	0%	0	0%	Range Equipment	3,093	2,526	122%	2,101	147%	2,627	3,455
462	0	0%	0	0%	Range Expenses	854	395	216%	391	218%	395	757
2,162	3,030	71%	1,779	122%	Sand/Topdress	9,488	10,726	88%	7,827	121%	11,837	9,488
0	0	0%	0	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
635	101	629%	0	0%	Small Tools	2,992	1,323	226%	1,129	265%	1,323	3,264
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
2,555	303	843%	0	0%	Supplies	3,887	1,813	214%	1,700	229%	1,813	4,540
0	51	0%	0	0%	Tournament Expense	106	771	14%	229	46%	821	177
119	232	51%	231	51%	Alarm System	1,272	2,616	49%	4,360	29%	2,848	2,007
0	0	0%	14	0%	Cart Repairs	359	1,351	27%	289	124%	1,452	359
201	253	80%	510	39%	Computer Service	1,969	1,568	126%	6,951	28%	1,820	2,027
812	833	97%	812	100%	Contract Cleaning	8,120	9,321	87%	9,337	87%	10,155	8,932
0	0	0%	0	0%	Guest Relations	81	0	0%	9	897%	0	81
0	227	0%	0	0%	Handicap Expense	4,660	4,219	110%	4,400	106%	4,219	4,660
1,597	1,083	147%	525	304%	Irrigation	11,360	11,914	95%	11,319	100%	12,997	11,885
0	76	0%	0	0%	Lesson Expense	(32)	152	-21%	46	-69%	152	(32)
2,119	1,616	131%	1,369	155%	Repair & Maint - Equipment	15,378	18,494	83%	18,146	85%	20,514	17,674
493	455	108%	812	61%	Repair & Maint - Building	7,009	5,252	133%	8,808	80%	5,706	8,181
4,974	5,823	85%	5,765	86%	Cart Lease	54,714	64,051	85%	53,921	101%	69,874	60,479
5,721	6,462	89%	6,398	89%	Equipment Lease	62,931	71,084	89%	57,279	110%	77,546	69,328
176	178	99%	176	100%	Off-Site Storage	1,936	1,956	99%	1,936	100%	2,134	2,112
1,234	2,121	102%	1,200	103%	Utilities - Electric	12,762	12,730	100%	12,549	102%	13,940	13,940
2,840	3,535	80%	3,399	84%	Utilities - Other	37,256	37,444	99%	36,827	101%	41,080	40,027
192	444	43%	188	102%	Utilities - Telephone/Fax	2,177	3,474	63%	3,341	65%	3,767	2,509
244	253	97%	228	107%	Utilities - Water	2,463	2,413	98%	2,272	108%	2,715	2,610
239	1,050	23%	719	33%	Advertising & Promotion	16,999	18,426	92%	13,433	127%	20,446	21,667
324	303	107%	333	97%	Bank Charges	4,300	3,756	114%	3,778	114%	4,059	4,680
(14)	0	0%	(42)	33%	Cash Short/(Over)	(234)	0	0%	(442)	53%	0	(276)
200	200	100%	200	100%	Cell Phone	2,200	2,199	100%	2,200	100%	2,399	2,400

The Golf Club at Cypress Head
Summary of All Units
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
2,200	2,020	109%	1,866	118%	Credit Card Discounts	31,215	26,242	119%	25,122	124%	28,262	32,779
(5)	0	0%	(270)	2%	Donations	721	0	-180250%	(126)	-572%	0	951
0	0	0%	0	0%	Dues & Subscriptions	1,567	1,066	147%	1,362	115%	1,066	1,567
0	0	0%	0	0%	Education & Training	550	1,534	36%	1,400	39%	1,534	550
159	96	166%	45	356%	Employee Relations	2,142	1,250	171%	1,021	210%	1,346	2,321
0	30	0%	29	0%	Employee Testing	29	311	9%	275	11%	341	29
6,130	4,646	132%	5,312	115%	Insurance Expense	59,788	50,925	117%	52,471	114%	55,571	65,101
323	0	80703%	0	0%	Member Relations	536	153	350%	150	357%	154	536
0	35	0%	0	0%	Messenger Service - Fedex	0	642	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
2,200	2,100	105%	3,800	58%	O/S - Other	9,880	5,200	190%	8,100	122%	6,200	9,880
365	505	72%	337	108%	Payroll Processing Fee	4,052	5,400	75%	4,248	95%	5,905	4,408
104	203	51%	135	77%	Postage/Shipping	2,083	1,024	203%	954	218%	1,074	2,230
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(5)	554	-1%	445	-1%	554	(35)
22	0	0%	23	97%	Travel - Meals	614	1,315	47%	1,364	45%	1,315	614
0	152	0%	0	0%	Travel - Other	2,272	3,138	72%	2,709	84%	3,290	2,412
0	0	0%	56	0%	Employee Meals	17	0	-4057%	69	25%	0	17
52,479	49,419	106%	49,615	106%	TOTAL OPERATING EXPENSES	542,469	541,925	100%	513,425	106%	602,810	594,505
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872
6,184	6,245	99%	6,063	102%	Management Fee	68,022	68,695	99%	66,688	102%	74,940	74,084
6,184	6,245	99%	6,063	102%	Management Fees	68,022	68,695	99%	66,688	102%	74,940	74,084
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
(36,044)	(33,276)	108%	(37,212)	97%	NET INCOME	83,206	(95,105)	-87%	(62,747)	-133%	(131,112)	39,642

The Golf Club at Cypress Head
Course & Grounds
For the Eleven Months Ending August 31, 2021

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												
45,778	43,023	106%	42,789	107%	Green Fees	772,705	658,455	117%	668,267	116%	708,381	813,433
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,716	34,717	100%	33,892	102%	36,817	36,876
48,075	45,723	105%	45,170	106%	Total Revenues	807,421	693,172	116%	702,158	115%	745,199	850,308
48,075	45,723	105%	45,170	106%	GROSS MARGIN	807,421	693,172	116%	702,158	115%	745,199	850,308
PAYROLL												
9,719	9,510	102%	9,407	103%	Gross Payroll - Salaried	105,095	104,606	100%	102,608	102%	114,116	112,816
17,787	19,889	89%	15,931	112%	Gross Payroll - Hourly	192,443	212,736	90%	185,842	104%	231,983	209,241
27,505	29,399	94%	25,338	109%	S/T Wages	297,538	317,342	94%	288,450	103%	346,099	322,057
2,021	2,249	90%	1,851	109%	Payroll Tax - FICA	22,051	24,277	91%	20,911	105%	26,477	23,893
22	103	21%	54	40%	Payroll Tax - UC	1,593	1,914	83%	1,069	149%	1,970	1,629
488	574	85%	477	102%	Payroll Tax - WC	5,753	6,198	93%	5,376	107%	6,759	6,422
2,582	1,723	150%	797	324%	Benefits	16,381	18,955	86%	27,159	60%	20,678	18,155
5,113	4,650	110%	3,179	161%	S/T Adders	45,777	51,343	89%	54,515	84%	55,884	50,099
32,618	34,049	96%	28,517	114%	TOTAL PAYROLL	343,315	368,685	93%	342,965	100%	401,983	372,156
OPERATING EXPENSES												
498	300	166%	(65)	-769%	Chemicals	3,906	3,298	118%	2,668	146%	3,598	4,360
117	202	58%	0	0%	Course Accessories	532	1,741	31%	1,054	50%	2,044	691
3,109	2,121	147%	3,206	97%	Fertilizer	47,008	37,369	126%	39,874	118%	47,369	48,003
0	0	0%	0	0%	Flowers/Decor	873	253	346%	0	0%	505	873
2,308	1,313	176%	860	268%	Fuel	10,520	9,813	107%	8,769	120%	10,823	12,102
0	0	0%	880	0%	Fungicides	1,371	2,999	46%	2,298	60%	3,499	3,309
1,888	2,323	81%	3,263	58%	Herbicides	16,872	23,601	71%	25,002	67%	26,379	18,346
2,323	1,010	230%	1,140	204%	Insecticides	11,291	9,619	117%	6,635	170%	10,619	12,091
2,162	3,030	71%	1,779	122%	Sand/Topdress	9,488	10,726	88%	7,827	121%	11,837	9,488
0	0	0%	0	0%	Seeds/Trees	7,475	7,304	102%	7,381	101%	8,011	7,475
635	101	629%	0	0%	Small Tools	2,992	1,323	226%	1,129	265%	1,323	3,264
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
1,597	1,083	147%	525	304%	Irrigation	11,360	11,914	95%	11,319	100%	12,997	11,885
1,689	1,515	112%	1,369	123%	Repair & Maint - Equipment	14,745	16,348	90%	16,722	88%	17,863	17,041
0	101	0%	345	0%	Repair & Maint - Building	1,250	1,776	70%	4,968	25%	1,877	1,514
5,721	6,462	89%	6,398	89%	Equipment Lease	62,931	71,084	89%	57,279	110%	77,546	69,328
248	303	82%	261	95%	Utilities - Electric	2,271	2,321	98%	2,175	104%	2,624	2,511
857	1,515	57%	1,029	83%	Utilities - Other	18,101	16,772	108%	17,286	105%	18,085	18,807
0	141	0%	188	0%	Utilities - Telephone/Fax	0	1,432	0%	1,557	0%	1,573	186
244	253	97%	228	107%	Utilities - Water	2,413	2,463	98%	2,272	106%	2,715	2,610
0	0	0%	0	0%	Education & Training	550	524	105%	400	138%	524	550
(353)	20	-1748%	0	0%	Employee Relations	(70)	81	-87%	200	-35%	101	(70)
0	30	0%	29	0%	Employee Testing	29	311	9%	275	11%	341	29
2,200	2,100	105%	3,800	58%	O/S - Other	9,880	5,200	190%	8,100	122%	6,200	9,880
0	0	0%	0	0%	Tax/Licenses/Fees	250	556	45%	700	36%	556	250
0	51	0%	0	0%	Travel - Other	0	472	0%	268	0%	523	0
25,244	23,974	105%	25,235	100%	TOTAL OPERATING EXPENSES	236,038	239,854	98%	226,176	104%	270,086	254,524
(9,787)	(12,300)	80%	(8,582)	114%	EBITDA	228,067	84,634	269%	133,017	171%	73,130	223,628
(9,787)	(12,300)	80%	(8,582)	114%	NET INCOME	228,067	84,634	269%	133,017	171%	73,130	223,628

The Golf Club at Cypress Head
Carts
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
31,452	36,259	87%	28,729	109%	REVENUES	476,010	451,147	106%	423,770	112%	489,592	504,386
31,452	36,259	87%	28,729	109%	Cart Fee	476,010	451,147	106%	423,770	112%	489,592	504,386
31,452	36,259	87%	28,729	109%	Total Revenues	476,010	451,147	106%	423,770	112%	489,592	504,386
					GROSS MARGIN	476,010	451,147	106%	423,770	112%	489,592	504,386
5,861	6,634	88%	6,060	97%	PAYROLL	71,551	71,690	100%	72,142	99%	78,110	77,285
5,861	6,634	88%	6,060	97%	Gross Payroll - Hourly	71,551	71,690	100%	72,142	99%	78,110	77,285
					S/T Wages							
469	508	92%	483	97%	Payroll Tax - FICA	5,776	5,484	105%	5,702	101%	5,975	6,239
72	90	80%	88	82%	Payroll Tax - UC	1,328	947	140%	697	191%	1,034	1,379
106	130	82%	114	93%	Payroll Tax - WC	1,389	1,400	99%	1,363	102%	1,525	1,547
0	7	0%	0	0%	Benefits	0	72	0%	81	0%	78	0
648	734	88%	685	95%	S/T Adders	8,492	7,903	107%	7,843	108%	8,613	9,165
6,509	7,368	88%	6,745	96%	TOTAL PAYROLL	80,043	79,593	101%	79,985	100%	86,723	86,450
248	101	245%	89	279%	OPERATING EXPENSES	1,508	1,019	148%	1,121	134%	1,120	1,724
0	0	0%	14	0%	Cart Supplies	359	1,351	27%	289	124%	1,452	359
4,974	5,823	85%	5,765	86%	Cart Repairs	54,714	64,051	85%	53,921	101%	69,874	60,479
987	909	109%	940	105%	Cart Lease	10,492	10,409	101%	10,375	101%	11,318	11,429
6,208	6,833	91%	6,807	91%	Utilities - Electric	67,073	76,831	87%	65,706	102%	83,765	73,991
18,734	22,059	85%	15,177	123%	TOTAL OPERATING EXPENSES	328,893	294,724	112%	278,079	118%	319,105	343,945
18,734	22,059	85%	15,177	123%	EBITDA	328,893	294,724	112%	278,079	118%	319,105	343,945
					NET INCOME	328,893	294,724	112%	278,079	118%	319,105	343,945

The Golf Club at Cypress Head
Range
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,126	2,500	125%	2,917	107%	REVENUES							
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
3,126	2,500	125%	2,917	107%	Total Revenues	43,614	34,976	125%	36,560	119%	37,476	46,257
3,126	2,500	125%	2,917	107%	GROSS MARGIN	43,614	34,976	125%	36,560	119%	37,476	46,257
0	0	0%	0	0%	OPERATING EXPENSES							
0	101	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
462	0	0%	0	0%	Range Equipment	3,093	2,526	122%	2,101	147%	2,627	3,455
0	0	0%	0	0%	Range Expenses	854	395	216%	391	218%	395	757
0	0	0%	0	0%	Repair & Maint - Equipment	69	333	21%	30	233%	333	69
462	101	458%	0	0%	TOTAL OPERATING EXPENSES	6,670	4,593	145%	3,847	173%	4,694	6,935
2,664	2,399	111%	2,917	91%	EBITDA	36,944	30,383	122%	32,713	113%	32,782	39,323
2,664	2,399	111%	2,917	91%	NET INCOME	36,944	30,383	122%	32,713	113%	32,782	39,323

The Golf Club at Cypress Head
Golf Shop
For the Eleven Months Ending August 31, 2021

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												
120	20	600%	126	95%	Handicap Fee	4,543	4,434	102%	4,360	104%	4,454	4,543
688	520	132%	545	126%	Lessons	13,443	7,233	186%	11,012	122%	7,453	14,439
100	350	29%	370	27%	Rental Clubs	2,750	2,895	95%	2,860	96%	3,145	2,890
6,600	4,600	143%	6,264	105%	Retail	94,452	68,073	139%	75,563	125%	71,373	99,401
7,508	5,490	137%	7,305	103%	Total Revenues	115,188	82,635	139%	93,795	123%	86,425	121,273
COST OF GOODS SOLD												
4,108	2,806	146%	4,567	90%	COGS - Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	Total COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
3,400	2,684	127%	2,738	124%	GROSS MARGIN	54,604	41,110	133%	46,153	118%	42,887	58,187
62.24%	61.00%	102.03%	72.91%	85.36%	COGS - Merchandise %	64.14%	61.00%	105.15%	63.05%	101.74%	61.00%	752.64%
PAYROLL												
5,235	4,606	114%	7,326	71%	Gross Payroll - Hourly	58,576	49,771	118%	56,249	104%	54,229	63,851
5,235	4,606	114%	7,326	71%	S/T Wages	58,576	49,771	118%	56,249	104%	54,229	63,851
402	352	114%	562	72%	Payroll Tax - FICA	4,447	3,808	117%	4,245	105%	4,149	4,821
22	27	81%	12	182%	Payroll Tax - UC	601	467	129%	362	166%	492	603
99	90	110%	104	96%	Payroll Tax - WC	1,161	972	119%	1,071	108%	1,059	1,293
577	484	119%	347	166%	Benefits	5,952	5,321	112%	4,494	132%	5,804	6,627
1,099	953	115%	1,024	107%	S/T Adders	12,161	10,567	115%	10,172	120%	11,504	13,344
6,334	5,558	114%	8,350	76%	TOTAL PAYROLL	70,737	60,338	117%	66,421	106%	65,733	77,195
OPERATING EXPENSES												
198	51	392%	144	138%	Office Supplies	955	981	97%	1,267	75%	981	1,001
2,555	303	843%	0	0%	Supplies	3,887	1,813	214%	1,700	229%	1,813	4,540
0	51	0%	0	0%	Tournament Expense	106	771	14%	229	46%	821	177
0	227	0%	0	0%	Handicap Expense	4,660	4,219	110%	4,400	106%	4,219	4,660
0	76	0%	0	0%	Lesson Expense	(32)	152	-21%	46	-69%	152	(32)
0	0	0%	0	0%	Repair & Maint - Building	266	540	49%	543	49%	540	266
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	(1)	0%	0	0
2,753	707	389%	144	1915%	TOTAL OPERATING EXPENSES	9,842	8,474	116%	8,186	120%	8,525	10,612
(5,686)	(3,581)	159%	(5,755)	99%	EBITDA	(25,975)	(27,702)	94%	(28,453)	91%	(31,370)	(29,619)
(5,686)	(3,581)	159%	(5,755)	99%	NET INCOME	(25,975)	(27,702)	94%	(28,453)	91%	(31,370)	(29,619)

The Golf Club at Cypress Head
G & A
For the Eleven Months Ending August 31, 2021

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	0	0	0%	288	0%	0	0
0	0	0%	0	0%	Total Revenues	0	0	0%	288	0%	0	0
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	288	0%	0	0
PAYROLL												
10,432	10,043	104%	11,019	95%	Gross Payroll - Salaried	112,916	110,477	102%	113,341	100%	120,520	124,407
0	0	0%	24	0%	Gross Payroll - Hourly	(100)	0	0%	5,611	-2%	0	(100)
10,432	10,043	104%	11,043	94%	S/T Wages	112,816	110,477	102%	118,953	95%	120,520	124,307
721	768	94%	747	96%	Payroll Tax - FICA	7,918	8,452	94%	8,040	98%	9,220	8,541
0	0	0%	0	0%	Payroll Tax - UC	(776)	297	-261%	269	-288%	297	(776)
185	196	94%	188	99%	Payroll Tax - WC	2,211	2,158	102%	2,241	99%	2,354	2,484
1,958	2,267	86%	1,232	159%	Benefits	20,273	24,937	81%	24,153	84%	27,204	22,616
2,864	3,231	89%	2,167	132%	S/T Adders	29,626	35,843	83%	34,703	85%	39,075	32,865
13,295	13,275	100%	13,210	101%	TOTAL PAYROLL	142,443	146,320	97%	153,655	93%	159,595	157,172
OPERATING EXPENSES												
627	505	124%	1,065	59%	Janitorial Supplies	6,669	5,863	114%	5,254	127%	6,368	6,829
0	1,010	0%	207	0%	Laundry/Uniforms	1,020	3,132	33%	2,335	44%	3,132	1,510
112	177	63%	55	202%	Office Supplies	2,337	2,672	87%	3,351	70%	2,848	3,119
119	232	51%	231	51%	Alarm System	1,272	2,616	49%	4,360	29%	2,848	2,007
201	253	80%	510	39%	Computer Service	1,969	1,568	126%	6,951	28%	1,820	2,027
812	833	97%	812	100%	Contract Cleaning	8,120	9,321	87%	9,337	87%	10,155	8,932
0	0	0%	0	0%	Guest Relations	81	0	0%	9	897%	0	81
430	101	425%	0	0%	Repair & Maint - Equipment	564	1,812	31%	1,394	40%	2,317	564
493	354	139%	467	105%	Repair & Maint - Building	5,493	2,936	187%	3,277	168%	3,290	6,401
176	178	99%	176	100%	Off-Site Storage	1,936	1,956	99%	1,936	100%	2,134	2,112
1,983	2,020	98%	2,370	84%	Utilities - Other	19,155	20,672	93%	19,541	98%	22,995	21,220
192	303	63%	0	0%	Utilities - Telephone/Fax	2,177	2,042	107%	1,784	122%	2,194	2,323
324	303	107%	333	97%	Bank Charges	4,300	3,756	114%	3,778	114%	4,059	4,680
(14)	0	0%	(42)	33%	Cash Short/(Over)	(234)	0	0%	(441)	53%	0	(276)
200	200	100%	200	100%	Cell Phone	2,200	2,199	100%	2,200	100%	2,399	2,400
2,297	2,700	85%	2,380	97%	City Surcharge R & R	34,717	34,717	100%	33,892	102%	36,817	36,876
2,200	2,020	109%	1,866	118%	Credit Card Discounts	31,215	26,242	119%	25,122	124%	28,262	32,779
(5)	0	0%	(270)	2%	Donations	721	0	-180250%	(126)	-572%	0	951
0	0	0%	0	0%	Dues & Subscriptions	1,567	1,066	147%	1,362	115%	1,066	1,567
0	0	0%	0	0%	Education & Training	0	1,010	0%	1,000	0%	1,010	0
512	76	677%	45	1143%	Employee Relations	2,212	1,170	189%	820	270%	1,245	2,392
6,130	4,646	132%	5,312	115%	Insurance Expense	59,788	50,925	117%	52,471	114%	55,571	65,101
323	0	80703%	0	0%	Member Relations	536	153	350%	150	357%	154	536
0	35	0%	0	0%	Messenger Service - Fedex	0	642	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
0	0	0%	0	0%	O/S - Accounting	9,250	6,875	135%	6,875	135%	12,875	13,250
365	505	72%	337	108%	Payroll Processing Fee	4,052	5,400	75%	4,248	95%	5,905	4,408
104	203	51%	135	77%	Postage/Shipping	2,083	1,024	203%	954	218%	1,074	2,230
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(255)	(1)	21250%	(255)	100%	(1)	(285)
22	0	0%	23	97%	Travel - Meals	614	1,315	47%	1,364	45%	1,315	614
0	101	0%	0	0%	Travel - Other	2,272	2,666	85%	2,441	93%	2,767	2,412
0	0	0%	56	0%	Employee Meals	17	0	-4057%	69	25%	0	17
17,573	16,754	105%	16,710	105%	TOTAL OPERATING EXPENSES	205,846	193,748	106%	196,077	105%	215,295	226,775
(30,868)	(30,029)	103%	(29,920)	103%	EBITDA	(348,289)	(340,067)	102%	(349,445)	100%	(374,889)	(383,947)
6,184	6,245	99%	6,063	102%	Management Fee	68,022	68,695	99%	66,688	102%	74,940	74,084
6,184	6,245	99%	6,063	102%	Management Fees	68,022	68,695	99%	66,688	102%	74,940	74,084
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
(37,147)	(36,370)	102%	(36,079)	103%	NET INCOME	(417,361)	(409,813)	102%	(417,184)	100%	(450,976)	(459,177)

The Golf Club at Cypress Head
Marketing
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,677	3,562	103%	3,527	104%	PAYROLL	40,706	39,179	104%	38,362	106%	42,740	46,118
3,677	3,562	103%	3,527	104%	Gross Payroll - Salaried	40,706	39,179	104%	38,362	106%	42,740	46,118
					S/T Wages							
260	272	95%	243	107%	Payroll Tax - FICA	2,918	2,997	97%	2,716	107%	3,270	3,118
0	6	0%	0	0%	Payroll Tax - UC	(129)	210	-61%	70	-184%	215	(129)
66	70	95%	60	109%	Payroll Tax - WC	796	765	104%	904	88%	835	882
580	523	111%	341	170%	Benefits	6,072	5,754	106%	5,434	112%	6,277	6,801
906	871	104%	643	141%	S/T Adders	9,657	9,726	99%	9,124	106%	10,597	10,672
4,583	4,432	103%	4,171	110%	TOTAL PAYROLL	50,363	48,905	103%	47,486	106%	53,337	56,790
					OPERATING EXPENSES							
239	1,050	23%	719	33%	Advertising & Promotion	16,999	18,426	92%	13,433	127%	20,446	21,667
239	1,050	23%	719	33%	TOTAL OPERATING EXPENSES	16,999	18,426	92%	13,433	127%	20,446	21,667
(4,822)	(5,483)	88%	(4,889)	99%	EBITDA	(67,362)	(67,331)	100%	(60,919)	111%	(73,783)	(78,457)
(4,822)	(5,483)	88%	(4,889)	99%	NET INCOME	(67,362)	(67,331)	100%	(60,919)	111%	(73,783)	(78,457)

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

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												
77,230	79,282	97%	71,519	108%	Green Fees & Cart Fees	1,248,715	1,109,602	113%	1,092,037	114%	1,197,974	1,317,819
6,600	4,600	143%	6,264	105%	Merchandise	94,452	68,073	139%	75,563	125%	71,373	99,401
908	890	102%	1,041	87%	Other Pro Shop	20,736	14,562	142%	18,232	114%	15,052	21,872
3,126	2,500	125%	2,917	107%	Range	43,614	34,976	125%	36,560	119%	37,476	46,257
2,297	2,700	85%	2,380	97%	Other Operating Revenues	34,716	34,717	100%	33,892	102%	36,817	36,876
0	0	0%	0	0%	Other G&A Income	0	0	0%	288	0%	0	0
90,161	89,972	100%	84,121	107%	TOTAL REVENUE	1,442,233	1,261,931	114%	1,256,570	115%	1,358,692	1,522,225
COST OF SALES												
4,108	2,806	146%	4,567	90%	Merchandise	60,585	41,525	146%	47,641	127%	43,538	63,086
4,108	2,806	146%	4,567	90%	TOTAL COGS	60,585	41,525	146%	47,641	127%	43,538	63,086
62.2%	61.0%	102.0%	72.9%	85.4%	COGS - Merchandise %	64.1%	61.0%	105.2%	63.0%	101.7%	61.0%	752.6%
PAYROLL												
32,618	34,049	96%	28,517	114%	Course and Grounds	343,315	368,685	93%	342,965	100%	401,983	372,156
6,509	7,368	88%	6,745	96%	Carts, Range, Starters, Etc.	80,043	79,593	101%	79,985	100%	86,723	86,450
6,334	5,558	114%	8,350	76%	Pro Shop	70,737	60,338	117%	66,421	106%	65,733	77,195
13,295	13,275	100%	13,210	101%	General and Administrative	142,443	146,320	97%	153,655	93%	159,595	157,172
4,583	4,432	103%	4,171	110%	Marketing	50,363	48,905	103%	47,486	106%	53,337	56,790
63,339	64,682	98%	60,993	104%	TOTAL PAYROLL	686,901	703,840	98%	690,513	99%	767,370	749,762
OPERATING EXPENSES												
25,244	23,974	105%	25,235	100%	Course and Grounds	236,038	239,854	98%	226,176	104%	270,086	254,524
6,671	6,934	96%	6,807	98%	Carts, Range, Starters, Etc.	73,743	81,424	91%	69,554	106%	88,458	80,926
2,753	707	389%	144	1915%	Pro Shop	9,842	8,474	116%	8,186	120%	8,525	10,612
17,573	16,754	105%	16,710	105%	General and Administrative	205,846	193,748	106%	196,077	105%	215,295	226,775
239	1,050	23%	719	33%	Marketing	16,999	18,426	92%	13,433	127%	20,446	21,667
52,479	49,419	106%	49,615	106%	TOTAL OPERATING EXPENSES	542,469	541,925	100%	513,425	106%	602,810	594,505
119,926	116,907	103%	115,175	104%	TOTAL EXPENSES	1,289,954	1,287,290	100%	1,251,579	103%	1,413,718	1,407,353
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872

The Golf Club at Cypress Head
For the Eleven Months Ending August 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(29,765)	(26,936)	111%	(31,054)	96%	EBITDA	152,278	(25,360)	-600%	4,991	3051%	(55,026)	114,872
(6,184)	(6,245)	99%	(6,063)	102%	MANAGEMENT FEES	(68,022)	(68,695)	99%	(66,688)	102%	(74,940)	(74,084)
(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)
(36,044)	(33,276)	108%	(37,212)	97%	TOTAL OTHER INCOME (EXPENSE)	83,206	(95,105)	-87%	(62,747)	-133%	(131,112)	39,642
2,453	2,687	91%	2,588	95%	NET INCOME	37,422	35,436	106%	36,428	103%	38,335	39,731
274	454	60%	283	97%	Paid Rounds	3,698	4,439	83%	3,709	100%	4,868	3,939
206	200	103%	238	87%	Annual Pass Rounds	2,513	2,486	101%	2,504	100%	2,756	2,695
2,933	3,341	88%	3,109	94%	Other Rounds	43,633	42,361	103%	42,641	102%	45,959	46,365
37	33	110%	33	113%	Total Rounds	39	36	108%	34	112%	35	455
31	27	114%	27	114%	Revenue/Paid Rounds	33	30	111%	29	112%	30	389
					Revenue/Total Rounds							

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 8/1/2021
Account: First

To:
8/31/2021
Last

Sorted By:
Include:
Print Currency In: Functional (Z-US\$)

Account
Posting, Unit

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$132,508.98	\$86,964.87	\$135,236.75	(\$48,271.88)	\$84,237.10
	10050-5950-900	Cash - Course Payroll BMO	\$28,628.60	\$73,708.10	\$73,747.40	(\$39.30)	\$28,589.30
	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	\$943.89	\$5,439.75	\$5,551.75	(\$112.00)	\$831.89
	12000-5950-900	Inventory - Merchandise	\$20,568.83	\$3,308.82	\$4,184.04	(\$875.22)	\$19,693.61
	13020-5950-900	Prepaid Insurance	\$30,692.61	\$0.00	\$6,129.69	(\$6,129.69)	\$24,562.92
	13040-5950-900	Prepaid Exp - Other	\$18,513.06	\$872.81	\$965.59	(\$92.78)	\$18,420.28
	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	(\$4,393.26)	\$0.00	\$23.12	(\$23.12)	(\$4,416.38)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,383.97)	\$0.00	\$72.41	(\$72.41)	(\$25,456.38)
	30000-5950-900	Accts Pay - Trade	(\$39,405.44)	\$124,038.95	\$108,204.05	\$15,834.90	(\$23,570.54)
	30040-5950-900	Accts Pay - Other	\$44,231.17	\$418.29	\$11,115.05	(\$10,696.76)	\$33,534.41
	31000-5950-900	Accrued Expenses	(\$584.50)	\$584.50	\$743.35	(\$158.85)	(\$743.35)
	31020-5950-900	Accrued Payroll	(\$39,670.96)	\$27,494.25	\$29,841.63	(\$2,347.38)	(\$42,018.34)
	31080-5950-900	Accrued Tips Payable	(\$353.00)	\$706.00	\$353.00	\$353.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$6,292.26)	\$6,402.60	\$5,119.89	\$1,282.71	(\$5,009.55)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,296.89	\$2,296.89	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,980.80)	\$2,072.97	\$1,539.13	\$533.84	(\$2,446.96)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$6,971.68)	\$5,294.49	\$4,304.00	\$990.49	(\$5,981.19)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$6,834.80)	\$3,417.42	\$0.00	\$3,417.42	(\$3,417.38)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$4,999.67)	\$2,499.84	\$0.00	\$2,499.84	(\$2,499.83)
	32070-5950-900	Deferred Rev - Gift Cards	(\$26,284.66)	\$645.83	\$326.87	\$318.96	(\$25,965.70)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,781.56)	\$591.55	\$246.33	\$345.22	(\$15,436.34)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$14,166.64)	\$7,083.32	\$0.00	\$7,083.32	(\$7,083.32)
	32220-5950-900	Deferred Rev - Founders Pass	(\$231.60)	\$115.84	\$0.00	\$115.84	(\$115.76)
	49020-5950-900	Retained Earnings - Current	(\$0.59)	\$0.00	\$0.00	\$0.00	(\$0.59)
	50000-5950-100	Green Fees - Annual Pass	(\$56,611.65)	\$0.00	\$6,033.10	(\$6,033.10)	(\$62,644.75)
	5003A-5950-100	Green Fee - Group	(\$60,669.97)	\$311.33	\$2,167.38	(\$1,856.05)	(\$62,526.02)
	50040-5950-100	Green Fees - Member	(\$2,358.09)	\$338.67	\$606.60	(\$267.93)	(\$2,626.02)
	5005A-5950-100	Green Fee - Hotel	\$11.24	\$0.00	\$0.00	\$0.00	\$11.24
	5006A-5950-100	Green Fee - Junior	(\$2,212.74)	\$0.00	\$94.00	(\$94.00)	(\$2,306.74)
	50070-5950-100	Green Fees - (surcharge)	(\$32,397.14)	\$2,391.83	\$4,688.72	(\$2,296.89)	(\$34,694.03)
	5007A-5950-100	Green Fee - League	(\$108,732.46)	\$0.00	\$4,627.25	(\$4,627.25)	(\$113,359.71)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$41,841.81)	\$68.77	\$1,766.27	(\$1,697.50)	(\$43,539.31)
	5012A-5950-100	Green Fee - Outing	(\$44,158.67)	\$0.00	\$2,432.91	(\$2,432.91)	(\$46,591.58)
	5014A-5950-100	Green Fee - Resident	(\$248,570.44)	\$0.00	\$18,702.51	(\$18,702.51)	(\$267,272.95)
	5015A-5950-100	Green Fee - Senior	(\$128,117.34)	\$0.00	\$7,769.92	(\$7,769.92)	(\$135,887.26)
	5019A-5950-100	Green Fee - Wholesale	(\$1,267.80)	\$0.00	\$0.00	\$0.00	(\$1,267.80)
	50500-5950-200	Cart Fee 18	(\$377,244.63)	\$589.42	\$24,957.78	(\$24,368.36)	(\$401,612.99)
	50520-5950-200	Cart Fee - Annual Trail	(\$67,313.36)	\$0.00	\$7,083.32	(\$7,083.32)	(\$74,396.68)
	52090-5950-600	Handicap Fee	(\$4,423.00)	\$0.00	\$120.00	(\$120.00)	(\$4,543.00)
	52150-5950-600	Lessons	(\$12,755.00)	\$0.00	\$688.00	(\$13,443.00)	(\$13,443.00)
	52280-5950-600	Rental Clubs	(\$2,650.00)	\$0.00	\$100.00	(\$100.00)	(\$2,750.00)
	52310-5950-600	Retail	(\$87,852.29)	\$121.69	\$6,721.78	(\$6,600.09)	(\$94,452.38)
	53050-5950-220	Range Pass Revenue	(\$40,487.71)	\$84.60	\$3,211.04	(\$3,126.44)	(\$43,614.15)
	56120-5950-100	City Surcharge R & R	(\$32,418.72)	\$0.00	\$2,296.89	(\$2,296.89)	(\$34,715.61)
	60000-5950-600	COGS - Merchandise - Accessories	\$56,476.99	\$4,107.60	\$0.00	\$4,107.60	\$60,584.59
	70000-5950-100	Gross Payroll - Salaried	\$95,376.53	\$10,032.18	\$313.51	\$9,718.67	\$105,095.20
	70000-5950-900	Gross Payroll - Salaried	\$102,484.78	\$10,768.00	\$336.50	\$10,431.50	\$112,916.28
	70000-5950-950	Gross Payroll - Salaried	\$37,029.44	\$3,783.48	\$106.97	\$3,676.51	\$40,705.95
	70010-5950-100	Gross Payroll - Hourly	\$174,655.81	\$17,958.07	\$171.37	\$17,786.70	\$192,442.51

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$65,690.48	\$6,213.80	\$352.79	\$5,861.01	\$71,551.49
	70010-5950-600	Gross Payroll - Hourly	\$53,341.33	\$5,559.26	\$324.53	\$5,234.73	\$58,576.06
	70010-5950-900	Gross Payroll - Hourly	(\$100.00)	\$0.00	\$0.00	\$0.00	(\$100.00)
	71000-5950-100	Payroll Tax - FICA	\$20,030.30	\$2,058.18	\$37.09	\$2,021.09	\$22,051.39
	71000-5950-200	Payroll Tax - FICA	\$5,306.28	\$496.41	\$26.99	\$469.42	\$5,775.70
	71000-5950-600	Payroll Tax - FICA	\$4,045.06	\$414.37	\$12.59	\$401.78	\$4,446.84
	71000-5950-900	Payroll Tax - FICA	\$7,197.14	\$746.46	\$25.73	\$720.73	\$7,917.87
	71000-5950-950	Payroll Tax - FICA	\$2,657.54	\$268.27	\$8.18	\$260.09	\$2,917.63
	71010-5950-100	Payroll Tax - UC	\$1,570.80	\$21.74	\$0.00	\$21.74	\$1,592.54
	71010-5950-200	Payroll Tax - UC	\$1,255.42	\$72.20	\$0.00	\$72.20	\$1,327.62
	71010-5950-600	Payroll Tax - UC	\$578.87	\$21.67	\$0.00	\$21.67	\$600.54
	71010-5950-900	Payroll Tax - UC	(\$775.77)	\$0.00	\$0.00	\$0.00	(\$775.77)
	71010-5950-950	Payroll Tax - UC	(\$128.80)	\$0.00	\$0.00	\$0.00	(\$128.80)
	71020-5950-100	Payroll Tax - WC	\$5,264.98	\$487.61	\$0.00	\$487.61	\$5,752.59
	71020-5950-200	Payroll Tax - WC	\$1,282.32	\$106.34	\$0.00	\$106.34	\$1,388.66
	71020-5950-600	Payroll Tax - WC	\$1,061.72	\$98.98	\$0.00	\$98.98	\$1,160.70
	71020-5950-900	Payroll Tax - WC	\$2,025.52	\$185.34	\$0.00	\$185.34	\$2,210.86
	71020-5950-950	Payroll Tax - WC	\$729.87	\$66.00	\$0.00	\$66.00	\$795.87
	71030-5950-100	Benefits	\$13,798.66	\$5,374.51	\$2,792.28	\$2,582.23	\$16,380.89
	71030-5950-600	Benefits	\$5,375.67	\$891.74	\$314.94	\$576.80	\$5,952.47
	71030-5950-900	Benefits	\$18,315.75	\$3,418.36	\$1,460.70	\$1,957.66	\$20,273.41
	71030-5950-950	Benefits	\$5,491.96	\$1,025.08	\$444.68	\$580.40	\$6,072.36
	80110-5950-200	Cart Supplies	\$1,260.25	\$247.66	\$0.00	\$247.66	\$1,507.91
	80120-5950-100	Chemicals	\$3,407.52	\$498.00	\$0.00	\$498.00	\$3,905.52
	80170-5950-100	Course Accessories	\$414.82	\$116.69	\$0.00	\$116.69	\$531.51
	80230-5950-100	Fertilizer	\$43,898.59	\$3,109.46	\$0.00	\$3,109.46	\$47,008.05
	80250-5950-100	Flowers/Decor	\$873.30	\$0.00	\$0.00	\$0.00	\$873.30
	80270-5950-100	Fuel	\$8,212.50	\$2,307.66	\$0.00	\$2,307.66	\$10,520.16
	80280-5950-100	Fungicides	\$1,371.25	\$0.00	\$0.00	\$0.00	\$1,371.25
	80320-5950-100	Herbicides	\$14,983.68	\$1,888.14	\$0.00	\$1,888.14	\$16,871.82
	80370-5950-100	Insecticides	\$8,968.25	\$2,323.21	\$0.00	\$2,323.21	\$11,291.46
	80380-5950-900	Janitorial Supplies	\$6,041.95	\$626.92	\$0.00	\$626.92	\$6,668.87
	80420-5950-900	Laundry/Uniforms	\$1,020.38	\$0.00	\$0.00	\$0.00	\$1,020.38
	80520-5950-600	Office Supplies	\$757.44	\$197.98	\$0.00	\$197.98	\$955.42
	80520-5950-900	Office Supplies	\$2,224.77	\$112.21	\$0.00	\$112.21	\$2,336.98
	80610-5950-220	Range Balls	\$2,654.00	\$0.00	\$0.00	\$0.00	\$2,654.00
	80620-5950-220	Range Equipment	\$3,092.94	\$0.00	\$0.00	\$0.00	\$3,092.94
	80630-5950-220	Range Expenses	\$391.80	\$462.25	\$0.00	\$462.25	\$854.05
	80690-5950-100	Sand/Topdress	\$7,326.01	\$2,162.43	\$0.00	\$2,162.43	\$9,488.44
	80710-5950-100	Seeds/Trees	\$7,475.00	\$0.00	\$0.00	\$0.00	\$7,475.00
	80730-5950-100	Small Tools	\$2,357.18	\$635.00	\$0.00	\$635.00	\$2,992.18
	80780-5950-600	Supplies	\$1,332.38	\$2,555.00	\$0.00	\$2,555.00	\$3,887.38
	80810-5950-600	Tournament Expense	\$106.04	\$0.00	\$0.00	\$0.00	\$106.04
	81010-5950-900	Alarm System	\$1,153.00	\$118.50	\$0.00	\$118.50	\$1,271.50
	81090-5950-200	Cart Repairs	\$359.02	\$0.00	\$0.00	\$0.00	\$359.02
	81130-5950-900	Computer Service	\$1,767.80	\$201.47	\$0.00	\$201.47	\$1,969.27
	81140-5950-900	Contract Cleaning	\$7,308.00	\$812.00	\$0.00	\$812.00	\$8,120.00
	81200-5950-900	Guest Relations	\$80.71	\$0.00	\$0.00	\$0.00	\$80.71
	81220-5950-600	Handicap Expense	\$4,660.00	\$0.00	\$0.00	\$0.00	\$4,660.00
	81250-5950-100	Irrigation	\$9,762.91	\$1,597.06	\$0.00	\$1,597.06	\$11,359.97
	81270-5950-600	Lesson Expense	(\$32.18)	\$0.00	\$0.00	\$0.00	(\$32.18)
	81350-5950-100	Repair & Maint - Equipment	\$13,055.55	\$1,689.36	\$0.00	\$1,689.36	\$14,744.91
	81350-5950-220	Repair & Maint - Equipment	\$69.25	\$0.00	\$0.00	\$0.00	\$69.25
	81350-5950-900	Repair & Maint - Equipment	\$134.50	\$564.25	\$134.50	\$429.75	\$564.25
	81360-5950-100	Repair & Maint - Building	\$1,250.31	\$0.00	\$0.00	\$0.00	\$1,250.31
	81360-5950-600	Repair & Maint - Building	\$265.67	\$0.00	\$0.00	\$0.00	\$265.67
	81360-5950-900	Repair & Maint - Building	\$4,999.85	\$492.68	\$0.00	\$492.68	\$5,492.53
	82000-5950-200	Cart Lease	\$49,740.00	\$4,974.00	\$0.00	\$4,974.00	\$54,714.00
	82020-5950-100	Equipment Lease	\$57,210.00	\$5,721.00	\$0.00	\$5,721.00	\$62,931.00
	82060-5950-900	Off-Site Storage	\$1,760.00	\$176.00	\$0.00	\$176.00	\$1,936.00

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	83000-5950-100	Utilities - Electric	\$2,022.91	\$247.69	\$0.00	\$247.69	\$2,270.60
	83000-5950-200	Utilities - Electric	\$9,505.18	\$986.66	\$0.00	\$986.66	\$10,491.84
	83020-5950-100	Utilities - Other	\$17,243.35	\$857.39	\$0.00	\$857.39	\$18,100.74
	83020-5950-900	Utilities - Other	\$17,172.13	\$1,982.75	\$0.00	\$1,982.75	\$19,154.88
	83030-5950-900	Utilities - Telephone/Fax	\$1,985.50	\$191.67	\$0.00	\$191.67	\$2,177.17
	83050-5950-100	Utilities - Water	\$2,169.69	\$243.77	\$0.00	\$243.77	\$2,413.46
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$16,760.03	\$238.94	\$0.00	\$238.94	\$16,998.97
	85020-5950-900	Bank Charges	\$3,975.48	\$324.33	\$0.00	\$324.33	\$4,299.81
	85050-5950-900	Cash Short/(Over)	(\$220.59)	\$103.00	\$116.62	(\$13.62)	(\$234.21)
	85060-5950-900	Cell Phone	\$2,000.00	\$200.00	\$0.00	\$200.00	\$2,200.00
	85070-5950-900	City Surcharge R & R	\$32,418.72	\$2,296.89	\$0.00	\$2,296.89	\$34,715.61
	85120-5950-900	Credit Card Discounts	\$29,014.14	\$2,200.43	\$0.00	\$2,200.43	\$31,214.57
	85140-5950-900	Donations	\$726.00	\$0.00	\$5.00	(\$5.00)	\$721.00
	85150-5950-900	Dues & Subscriptions	\$1,566.93	\$0.00	\$0.00	\$0.00	\$1,566.93
	85160-5950-100	Education & Training	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00
	85190-5950-100	Employee Relations	\$282.78	\$0.00	\$353.00	(\$353.00)	(\$70.22)
	85190-5950-900	Employee Relations	\$1,699.67	\$588.91	\$76.44	\$512.47	\$2,212.14
	85200-5950-100	Employee Testing	\$29.00	\$0.00	\$0.00	\$0.00	\$29.00
	85280-5950-900	Insurance Expense	\$53,658.57	\$6,129.69	\$0.00	\$6,129.69	\$59,788.26
	85320-5950-900	Member Relations	\$213.21	\$645.62	\$322.81	\$322.81	\$536.02
	85390-5950-900	O/S - Accounting	\$9,250.00	\$0.00	\$0.00	\$0.00	\$9,250.00
	85430-5950-100	O/S - Other	\$7,680.00	\$2,200.00	\$0.00	\$2,200.00	\$9,880.00
	85480-5950-900	Payroll Processing Fee	\$3,687.38	\$814.68	\$450.00	\$364.68	\$4,052.06
	85490-5950-900	Postage/Shipping	\$1,979.67	\$103.52	\$0.00	\$103.52	\$2,083.19
	85610-5950-100	Tax/Licenses/Fees	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
	85610-5950-900	Tax/Licenses/Fees	(\$225.00)	\$0.00	\$30.00	(\$30.00)	(\$255.00)
	85710-5950-900	Travel - Meals	\$591.62	\$22.40	\$0.00	\$22.40	\$614.02
	85720-5950-900	Travel - Other	\$2,272.29	\$0.00	\$0.00	\$0.00	\$2,272.29
	89020-5950-900	Employee Meals	\$17.04	\$0.00	\$0.00	\$0.00	\$17.04
	90000-5950-900	Management Fee	\$61,837.80	\$6,183.78	\$0.00	\$6,183.78	\$68,021.58
	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
	R002A-5950-100	Rounds - Annual	3,424.00	277.00	3.00	274.00	3,698.00
	R003A-5950-100	Rounds - Group	3,718.00	156.00	22.00	134.00	3,852.00
	R005A-5950-100	Rounds - Green Fee - Hotel	(2.00)	0.00	0.00	0.00	(2.00)
	R006A-5950-100	Rounds - Green Fee - Junior	641.00	41.00	0.00	41.00	682.00
	R007A-5950-100	Rounds - Green Fee - League	5,233.00	283.00	9.00	274.00	5,507.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,480.00	76.00	3.00	73.00	1,553.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	104.00	48.00	0.00	48.00	152.00
	R012A-5950-100	Rounds - Green Fee - Outing	2,422.00	136.00	0.00	136.00	2,558.00
	R014A-5950-100	Rounds - Resident	15,754.00	1,440.00	15.00	1,425.00	17,179.00
	R015A-5950-100	Rounds - Green Fee - Senior	5,635.00	370.00	0.00	370.00	6,005.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,195.00	120.00	4.00	116.00	1,311.00
	R017A-5950-100	Rounds - Green Fee - Trade	1,008.00	42.00	0.00	42.00	1,050.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	88.00	0.00	0.00	0.00	88.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	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:	163	\$0.00	\$492,285.63	\$492,285.63	\$0.00	\$0.00



September 20th, 2021

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 2021 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 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 45,778	\$ 43,023	\$ 2,755		\$ 772,705	\$ 658,455	\$ 668,555	\$ 114,250
Cart Fees	\$ 31,452	\$ 36,259	\$ (4,807)		\$ 476,010	\$ 451,147	\$ 423,770	\$ 24,863
Range	\$ 3,126	\$ 2,500	\$ 626		\$ 43,614	\$ 34,976	\$ 36,560	\$ 8,638
Pro- Shop Revenues	\$ 7,508	\$ 5,490	\$ 2,018		\$ 115,188	\$ 82,635	\$ 93,795	\$ 32,553
City Surcharge R/R	\$ 2,297	\$ 2,700	\$ (403)		\$ 34,716	\$ 34,717	\$ 33,892	\$ (1)
Total Revenue	\$ 90,161	\$ 89,972	\$ 189		\$ 1,442,233	\$ 1,261,930	\$ 1,256,572	\$ 180,303
Cost of Sales	\$ 4,108	\$ 2,806	\$ 1,302		\$ 60,585	\$ 41,525	\$ 47,641	\$ 19,060
Merchandise	\$ 4,108	\$ 2,806	\$ 1,302	62%	\$ 60,585	\$ 41,525	\$ 47,641	\$ 19,060 64%
Gross Margin	\$ 86,053	\$ 87,166	\$ (1,113)		\$ 1,381,648	\$ 1,220,405	\$ 1,208,931	\$ 161,243
Total Payroll	\$ 63,339	\$ 64,682	\$ (1,343)		\$ 686,901	\$ 703,840	\$ 690,513	\$ (16,939)
Total Operating Expenses	\$ 52,479	\$ 49,419	\$ 3,060		\$ 542,469	\$ 541,925	\$ 513,425	\$ 544
EBITDA	\$ (29,765)	\$ (26,936)	\$ (2,829)		\$ 152,278	\$ (25,360)	\$ 4,991	\$ 177,638
Other Expenses	\$ 6,280	\$ 6,341	\$ (61)		\$ 69,073	\$ 69,746	\$ 67,739	\$ (673)
Management Fee	\$ 6,184	\$ 6,245	\$ (61)		\$ 68,022	\$ 68,695	\$ 66,688	\$ (673)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 1,051	\$ 1,051	\$ 1,051	\$ -
Net Cash From Ops	\$ (36,045)	\$ (33,277)	\$ (2,768)		\$ 83,205	\$ (95,106)	\$ (62,748)	\$ 178,311
Rounds								
Total Rounds	2,933	3,341	(408)		43,633	42,361	42,641	1,272
Paid Rounds	2,453	2,687	(234)		37,422	35,436	36,428	1,986
Avg. GF/CF Total rounds	\$26.33	\$23.73	\$ 2.60		\$28.62	\$26.19	\$25.62	\$ 2.42
Avg. GF/CF Paid rounds	\$31.48	\$29.51	\$ 1.98		\$33.37	\$31.31	\$29.99	\$ 2.06
Avg. Merchandise/round	\$2.56	\$1.64	\$ 0.92		\$2.64	\$1.95	\$2.20	\$ 0.69

Overview:

- Overall golf revenues for August finished equal to the projected budget for the month. This was accomplished even with aerified greens and tee boxes which are top-dressed with sandy conditions. There were a reduced number of rounds due to heavy days of rainfall creating multiple days of restricted access for the players. Golf Advisor continues to rate the golf course with a 98% referral by its players posting incredible course conditions and the friendliest customer service in the county. The range revenues continue to be higher to the budget & Pro Shop revenues were also much higher to the budget as a result of club and merchandise sales.
- Total payroll for the month was slightly lower to the projected budget due to reduced hours as a result of several non-playable days. The entire team continues to work diligently to maintain the continuity for our guests and offer the Best in Class conditions for all players.
- Our operating expenses finished slightly higher to the budgeted amount due to increased costs from suppliers. We continue to monitor all expenses related to fertilizers, fungicides, mole cricket applications and herbicides needed to maintain the improved course conditions.
- The month of August is the eleventh month in our fiscal year 2020-2021 with yearly revenues being ahead by 14%. Our EBITDA remains extremely positive for the current year. Pro shop revenues are higher to the budget, range revenues are higher, payroll is lower than projected and expenses are equal to the budget.

R&R Projects:

- There were no projects for the month of August 2021.

Tee Sheet Activity:

- There were 2,933 total rounds for the month which included 2,453 paid rounds, 274 Annual with Cypress Pass member rounds and 206 other rounds. The round type for the month included 1,993 eighteen hole rounds and 901 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 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2453	2687	2588	37422	36428
Annual	274	454	283	3698	3708
Other rounds	206	200	238	2513	2504
Total Rounds	2933	3341	3109	43633	42641

Departmental Summaries:**Course & Grounds**

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head. The golf course conditions have improved tremendously with his guidance and our mindshare comments has confirmed that Cypress Head is the best place to play in Volusia County.
- Expenses for the month were slightly over the projected budget due to increased fertilizer and insecticides costs required to maintain course conditions.
- During these summer months, maintaining the mowing frequency for the fairways, greens and roughs is our first priority. Also during the month, an aerification and organic fertilizer application was performed on the fourth and fifth fairway to improve the turf quality.
- Greens and tees were aerified in August which helps promote proper exchange of required nutrients for the soil and improves the health of the turf for the upcoming fall/winter season.

- We continue to top dress the greens on a regular basis to reduce thatch and grain to maintain a quality putting surfaces. During the month the maintenance team did a post-emergent weed control as well as a mole cricket application throughout the golf course.

Golf Shop/Carts

- The golf shop at Cypress Head is experiencing supply issues with products & merchandise from all of our manufacturers including Callaway, Titleist and Footjoy. There was \$308.00 in gift card sales purchased for the month with \$7,508.00 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.
- The staff at Cypress Head Golf Course continues to offer individual lessons and a series of Golf Get Ready clinics for beginners and intermediate players in August. Cypress Head is also involved with a Kemper Sports Player initiative promoting golf for both new and established players.
- The MGA and the WGA have continued their league play as well as regular business leagues in the evenings.

Marketing and Sales:

- Cypress Head was recently awarded the News Journal “**Best of the Best for Golf Courses**” in both Volusia and Flagler County for 2021. This award is representative of the incredible customer service and course conditions that is offered here at Cypress Head in Port Orange.
- Cypress Head continues to build on the 2021 tournament season by hosting several high profile golf tournaments. The premiere golf event held in August was the Daytona Travelers and the Doan group.

- We continue to see an increase in tournament inquiries for 2022.
- We are maintaining our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- Cypress Head continues 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 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 9/13/2021 9:47 AM MDT

Data current as of: 9/13/2021 9:45 AM MDT

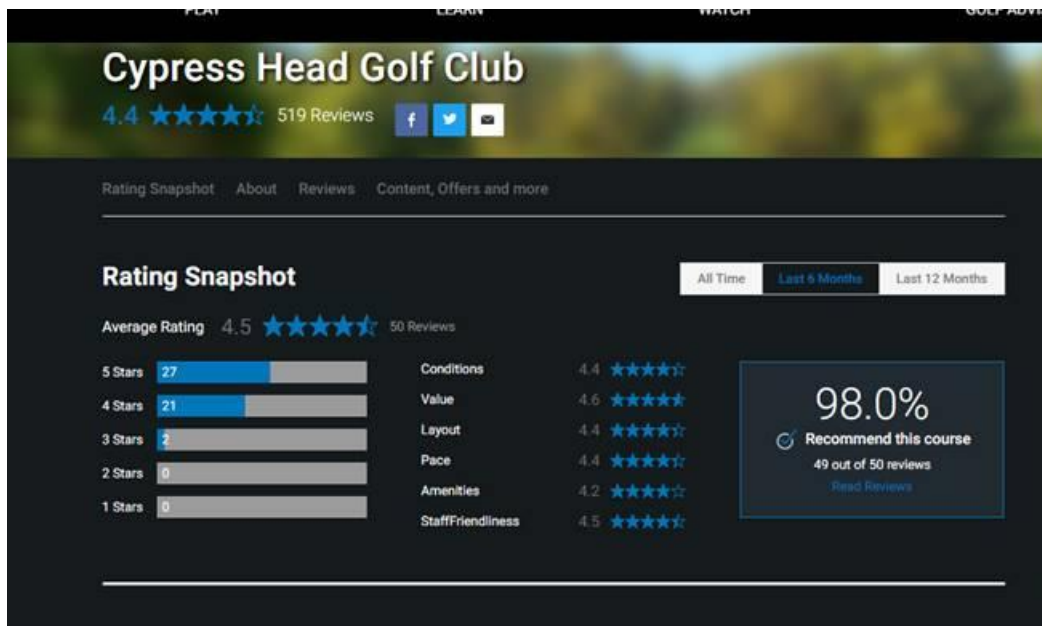
Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey: 8/1/21 - 8/31/21
Select level: Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	93.3	9.5	9.3	9.4	9.9	15
Cypress Head Golf Club	93.3	9.5	9.3	9.4	9.9	15

- Course summary report for August showed an overall rating for the golf course of 9.5 with a course rating of 9.4 and our service rating is at 9.3.
- In addition to the report above, we continue using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



- 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:

- We continue to work with the entire staff at the Parks & Recreation department. Together we are prepared to face any challenges that may come our way.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

Sales & Marketing Snapshot

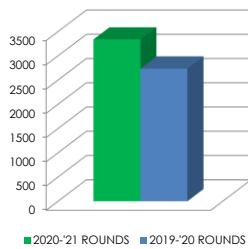
SEPTEMBER

REPORT DATE 10/14/21

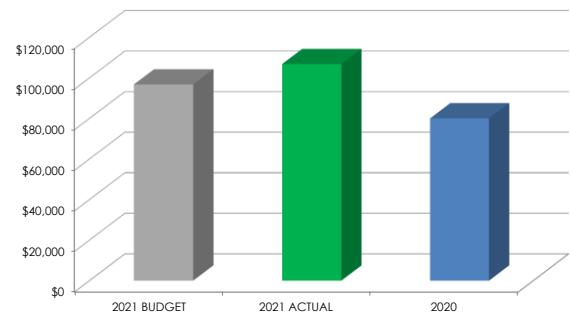
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$96,761
ACTUAL MONTHLY REVENUE	\$106,781
VARIANCE TO BUDGET	\$10,020
PY MONTHLY REVENUE	\$79,993



SEPTEMBER

2020 -21 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$88,371
Outings	\$10,000
Merchandise	\$3,790
Payroll Expense	\$63,530
OpEx	\$60,885

2020 -21 Actual Revenue

REVENUE CLASS	AMOUNT
Total Golf	\$91,818
Outings	\$14,298
Merchandise	\$8,841
Payroll Expense	\$58,915
OpEx	\$67,396

REVENUE CLASS	Month PY AMOUNT
Total Golf	\$69,104
Outings	\$10,333
Merchandise	\$6,085
Payroll Expense	\$62,861
OpEx	\$52,036

2020-21 ROUNDS
3335
2019-20 ROUNDS
2732

SEPTEMBER ACTION ITEMS / STRATEGIES / COMMENTS

- * Exceeded budget revenue by 10%
- * Increased monthly rounds by 600 over previous year.
- * Increased merchandise sales by over 50%
- *
- *
- *
- *
- *
- *

CYPRESS PASS SALES

2018 STATUS	2021 PASSES	2020 PASSES
Legacy Single	17	20
Legacy Double	9	9
Cypress Single	8	8
Cypress Double	2	4
Trail Fees	50	58
Founders	1	1
TOTAL PASSES	89	100
TOTAL REVENUE	\$140,299	\$158,588

WEATHER INFORMATION

PLAYABLE DAYS

2021	2020
27	16

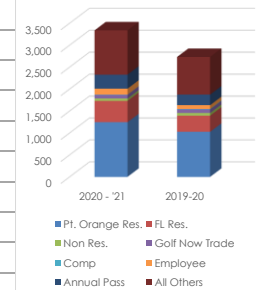
PRECIPITATION IN INCHES

2021	2020
3.2	8.6

ROUNDS SEGMENTATION

SEGMENT	2020 - '21	2019-20
Pt. Orange Res.	1,244	1,026
FL Res.	486	369
Non Res.	53	60
Golf Now Trade	85	79
Comp	4	12
Employee	136	87
Annual Pass	320	241
All Others	1,007	858
TOTAL	3,335	2,732

Rounds by Segment



TRUEREVIEW SUMMARY

2021 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.1	9.2	9.1	8.9	50.0	10
2020 Month End OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.4	9.9	8.7	9.7	93.3	15

COMMENTS / NOTES / ACTION ITEMS -

- *
- *
- *
- *
- *
- *
- *

The Golf Club at Cypress Head													
For the Month Ending September 30, 2021													
	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21
REVENUES													
Green Fees & Cart Fees	69,104.20	75,979.77	85,818.30	105,860.59	139,637.86	133,308.83	165,639.35	143,131.74	138,027.00	87,672.28	96,409.14	77,229.74	91,818.24
Merchandise	4,949.02	5,399.26	6,383.41	11,547.34	9,386.28	6,908.60	11,642.11	12,022.67	8,858.95	8,371.71	7,351.96	6,600.09	7,376.28
Other Pro Shop	1,138.03	688.00	410.00	1,186.00	2,281.00	4,743.00	1,680.00	1,445.00	1,130.00	2,677.00	3,590.00	908.00	1,484.91
Range	2,643.28	2,893.32	2,894.98	4,358.78	4,704.70	4,023.23	5,075.06	4,847.58	4,778.02	3,546.62	3,565.42	3,126.44	3,541.92
Other Operating Revenues	2,160.12	2,396.53	2,489.38	3,062.05	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,923.87	2,296.89	2,579.83
TOTAL REVENUE	79,992.65	87,356.86	97,776.07	126,023.70	159,732.92	152,326.77	188,332.79	165,162.08	156,513.08	104,997.84	113,849.35	90,161.16	106,781.16
COST OF SALES													
Merchandise	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02
TOTAL COGS	2,501.58	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02
COGS - Merchandise %	50.5%	60.6%	66.3%	67.6%	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%	62.4%
PAYROLL													
Course and Grounds	28,840.74	30,814.43	30,037.93	32,730.71	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,524.13	30,532.23	32,618.04	32,426.99
Carts, Range, Starters, Etc.	6,406.57	6,324.67	5,574.37	6,412.85	7,161.62	7,006.60	8,889.20	7,652.25	8,319.07	7,602.29	8,791.38	6,568.97	7,127.41
Pro Shop	6,457.92	5,008.13	4,989.96	5,239.19	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	8,167.24	6,333.96	6,321.24
General and Administrative	14,729.01	13,117.81	12,679.37	12,928.33	12,740.89	12,713.14	13,283.61	12,695.50	13,165.87	11,925.20	13,897.70	13,286.23	11,629.22
Marketing	6,427.25	4,090.67	4,237.66	4,761.98	3,656.48	4,850.25	4,915.41	4,948.65	4,904.27	4,453.95	4,680.69	4,583.00	1,410.15
TOTAL PAYROLL	62,861.49	59,355.71	57,519.29	62,073.06	62,882.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20	58,915.01
OPERATING EXPENSES													
Course and Grounds	18,485.92	16,445.07	17,150.04	20,120.85	20,264.49	30,668.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33	25,243.86	33,365.94
Carts, Range, Starters, Etc.	7,183.04	8,684.43	6,765.18	4,216.83	5,975.01	6,898.29	8,167.60	8,308.22	5,892.53	6,168.74	5,995.61	6,670.57	5,701.45
Pro Shop	769.79	168.01	12.23	1,053.49	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87	2,752.98	2,197.58
General and Administrative	20,029.05	17,144.45	19,897.28	20,907.83	19,361.87	16,713.09	17,871.46	19,297.70	20,308.43	18,456.65	18,314.95	17,572.55	25,088.41
Marketing	4,667.70	2,382.27	1,060.84	351.36	824.17	1,051.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59	238.94	1,062.25
TOTAL OPERATING EXPENSE	52,035.50	44,824.23	44,885.57	46,650.36	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.36	52,478.90	67,395.63
TOTAL EXPENSES	117,398.57	107,452.20	106,635.21	116,527.03	115,337.79	126,298.82	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35	119,925.70	130,916.66
EBITDA	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(24,135.48)

The Golf Club at Cypress Head

For the Month Ending September 30, 2021

	09/30/20	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21
EBITDA	(37,405.92)	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(24,135.48)
MANAGEMENT FEES	(6,062.53)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)
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
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
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
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
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
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
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)
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
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
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
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
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
TOTAL OTHER INCOME (EXPE	(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)
NET INCOME	(43,563.98)	(26,374.63)	(15,138.45)	3,217.42	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)	(36,043.85)	(30,414.79)
Paid Rounds	2,309.00	2,567.00	2,661.00	3,221.00	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00	2,785.00
Annual Pass Rounds	241.00	313.00	273.00	357.00	397.00	327.00	396.00	372.00	361.00	317.00	311.00	274.00	320.00
Other Rounds	182.00	181.00	184.00	236.00	250.00	228.00	267.00	234.00	256.00	228.00	241.00	206.00	230.00
Total Rounds	2,732.00	3,061.00	3,118.00	3,816.00	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00	2,933.00	3,335.00
Revenue/Paid Rounds	34.64	34.03	36.74	39.13	39.80	42.18	39.87	39.72	38.79	36.53	36.67	36.76	38.34
Revenue/Total Rounds	29.28	28.54	31.36	33.03	34.28	36.56	34.96	34.67	33.64	30.71	31.13	30.74	32.02
	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

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2021

	<u>09/30/21</u>	<u>09/30/20</u>	<u>09/30/20</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	65,792	87,684	87,684
Cash - Payroll	28,630	27,894	27,894
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>95,772</u>	<u>116,928</u>	<u>116,928</u>
Accounts Receivable			
A/R Member	174,666	49,471	49,471
Total Accounts Receivable	<u>174,666</u>	<u>49,471</u>	<u>49,471</u>
Other Current Assets			
Inventory - Merchandise	17,032	17,054	17,054
Prepaid Insurance	30,451	25,935	25,935
Prepaid Exp - Other	18,224	16,336	16,336
Total Other Current Assets	<u>65,707</u>	<u>59,326</u>	<u>59,326</u>
TOTAL CURRENT ASSETS	<u>336,145</u>	<u>225,725</u>	<u>225,725</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	(29,968)	(28,822)	(28,822)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>6,180</u>	<u>7,326</u>	<u>7,326</u>
TOTAL ASSETS	<u><u>342,325</u></u>	<u><u>233,051</u></u>	<u><u>233,051</u></u>

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2021

	<u>09/30/21</u>	<u>09/30/20</u>	<u>09/30/20</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	48,363	26,108	26,108
Accts Pay - Other	(49,751)	(42,586)	(42,586)
Accrued Expenses	9,495	598	598
Accrued Payroll	41,921	43,331	43,331
Accrued Taxes	6,072	4,122	4,122
Accrued Interest	10,535	0	0
Deferred Revenue	222,898	201,477	201,477
TOTAL CURRENT LIABILITIES	<u>289,533</u>	<u>233,050</u>	<u>233,050</u>
 TOTAL LIABILITIES	 <u>289,533</u>	 <u>233,050</u>	 <u>233,050</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>52,792</u>	<u>1</u>	<u>1</u>
Net Retained Earnings	<u>52,792</u>	<u>1</u>	<u>1</u>
Stockholders Equity	<u>52,792</u>	<u>1</u>	<u>1</u>
TOTAL STOCKHOLDER'S EQUITY	<u>52,792</u>	<u>1</u>	<u>1</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>342,325</u></u>	 <u><u>233,051</u></u>	 <u><u>233,051</u></u>

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended September 30, 2021

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(20,095)	(8,859)	9,497	44,395	26,028	72,531	43,667	28,838	(11,071)	(2,888)	(29,765)	(24,135)
Management Fee Expense	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)	(6,184)
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)	(96)
Net Income	(26,375)	(15,138)	3,217	38,116	19,749	66,252	37,387	22,559	(17,350)	(9,167)	(36,044)	(30,415)
Working Capital Changes												
Inventory	(4,220)	(8,067)	5,087	(959)	(7,579)	491	4,544	4,188	1,586	1,415	875	2,662
Receivables	48,371	803	(155)	173	(147)	(396)	674	148	(14,893)	13,949	112	(173,834)
Prepaid Expenses	4,989	(10,579)	(4,535)	6,845	4,617	(661)	5,905	12,909	(23,624)	(2,798)	6,222	(5,692)
Payables	366	22,974	3,069	10,092	20,983	(8,662)	(10,360)	33,575	(29,232)	(29,508)	(15,835)	24,792
Due to from the City	(12,616)	0	(143)	10,838	313	(24)	(243)	457	(418)	190	10,697	(16,217)
Accrued Expenses	(8,228)	26,425	(12,944)	(2,156)	(1,173)	6,989	(21,396)	7,574	(512)	4,271	871	20,252
Deferred Revenues	(28,722)	(3,864)	(1,732)	(18,758)	(10,894)	(7,218)	(15,667)	(18,731)	(8,194)	(9,444)	(15,305)	159,952
Depreciation & Amortization	96	96	96	96	96	96	96	96	96	96	96	96
Operating Cash Flow	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	(18,404)
Investing Activities												
Financing Activities												
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	(18,404)
Beginning Cash	116,928	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	114,176
Net Cash Flows	(26,338)	12,649	(8,040)	44,288	25,963	56,865	940	62,774	(92,542)	(30,999)	(48,311)	(18,404)
Ending Cash	90,590	103,239	95,199	139,486	165,450	222,315	223,254	286,028	193,486	162,488	114,176	95,772

The Golf Club at Cypress Head
Comparative Income Statement
For the Twelve Months Ending September 30, 2021

	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	69,104	1,161,141	1,161,141	100%	91,818	1,340,533	1,197,974	112%
Merchandise	4,949	80,512	80,512	100%	7,376	101,829	71,373	143%
Other Pro Shop	1,136	19,368	19,368	100%	1,465	22,201	15,052	147%
Range	2,643	39,203	39,203	100%	3,542	47,156	37,476	126%
Other Operating Revenues	2,160	36,052	36,052	100%	2,580	37,295	36,817	101%
Other G&A Income	0	288	288	100%	0	0	0	
TOTAL REVENUE	79,993	1,336,563	1,336,563	100%	106,781	1,549,014	1,358,692	114%
COST OF SALES								
Merchandise	2,502	50,143	50,143	100%	4,606	65,191	43,538	150%
TOTAL COGS	2,502	50,143	50,143	100%	4,606	65,191	43,538	150%
COGS - Merchandise %	50.5%	62.3%	62.3%	100.0%	62.4%	64.0%	61.0%	105.0%
PAYROLL								
Course and Grounds	28,841	371,806	371,806	100%	32,427	375,742	401,983	93%
Carts, Range, Starters, Etc.	6,407	86,391	86,391	100%	7,127	87,171	86,723	101%
Pro Shop	6,458	72,879	72,879	100%	6,321	77,058	65,733	117%
General and Administrative	14,729	168,385	168,385	100%	11,629	154,072	159,595	97%
Marketing	6,427	53,913	53,913	100%	1,410	51,773	53,337	97%
TOTAL PAYROLL	62,861	753,374	753,374	100%	58,915	745,816	767,370	97%
OPERATING EXPENSES								
Course and Grounds	18,486	244,662	244,662	100%	33,366	269,404	270,086	100%
Carts, Range, Starters, Etc.	7,183	76,737	76,737	100%	5,701	79,444	88,458	90%
Pro Shop	770	8,955	8,955	100%	2,198	12,040	8,525	141%
General and Administrative	20,929	217,006	217,006	100%	25,068	230,915	215,295	107%
Marketing	4,668	18,101	18,101	100%	1,062	18,061	20,446	88%
TOTAL OPERATING EXPENSES	52,036	565,461	565,461	100%	67,396	609,865	602,810	101%
TOTAL EXPENSES	117,399	1,368,978	1,368,978	100%	130,917	1,420,871	1,413,718	101%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,063)	(72,750)	(72,750)	100%	(6,184)	(74,205)	(74,940)	99%
Depreciation & Amortization	(96)	(1,146)	(1,146)	100%	(96)	(1,146)	(1,146)	100%
TOTAL OTHER INCOME (EXPENSE)	(6,158)	(73,897)	(73,897)	100%	(6,279)	(75,352)	(76,086)	99%
NET INCOME	(43,564)	(106,311)	(106,311)	100%	(30,415)	52,791	(131,112)	-40%
=====								
Paid Rounds	2,309	38,737						
Annual Pass Rounds	241	3,950						
Other Rounds	182	2,686						
Total Rounds	2,732	45,373						
Revenue/Paid Rounds	35	35						
Revenue/Total Rounds	29	29						

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2021

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												
54,368	49,927	109%	40,728	133%	Green Fees	827,073	708,381	117%	708,994	117%	708,381	827,073
37,450	38,445	97%	28,376	132%	Cart Fee	513,459	489,592	105%	452,146	114%	489,592	513,459
40	20	200%	0	0%	Handicap Fee	4,583	4,454	103%	4,360	105%	4,454	4,583
1,225	220	557%	996	123%	Lessons	14,668	7,453	197%	12,008	122%	7,453	14,668
200	250	80%	140	143%	Rental Clubs	2,950	3,145	94%	3,000	98%	3,145	2,950
7,376	3,300	224%	4,949	148%	Retail	101,829	71,373	143%	80,512	126%	71,373	101,829
3,542	2,500	142%	2,643	134%	Range	47,156	37,476	126%	39,203	120%	37,476	47,156
2,580	2,100	123%	2,160	119%	City Surcharge R & R	37,295	36,817	101%	36,052	103%	36,817	37,295
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	288	0%	0	0
106,781	96,761	110%	79,993	133%	Total Revenues	1,549,014	1,358,692	114%	1,336,563	116%	1,358,692	1,549,014
COST OF GOODS SOLD												
4,606	2,013	229%	2,502	184%	COGS - Merchandise	65,191	43,538	150%	50,143	130%	43,538	65,191
4,606	2,013	229%	2,502	184%	Total COGS	65,191	43,538	150%	50,143	130%	43,538	65,191
102,175	94,748	108%	77,491	132%	GROSS MARGIN	1,483,823	1,315,154	113%	1,286,420	115%	1,315,154	1,483,823
62.44%	61.00%	102.37%	50.55%	123.54%	COGS - Merchandise %	64.02%	61.00%	104.95%	62.28%	102.79%	61.00%	764.54%
PAYROLL												
16,844	23,115	73%	24,623	68%	Gross Payroll - Salaried	275,562	277,376	99%	278,934	99%	277,376	275,562
30,977	30,125	103%	27,807	111%	Gross Payroll - Hourly	353,447	364,322	97%	347,651	102%	364,322	353,447
47,821	53,239	90%	52,430	91%	S/T Wages	629,009	641,698	98%	626,586	100%	641,698	629,009
3,921	4,073	96%	3,502	112%	Payroll Tax - FICA	47,030	49,090	96%	45,117	104%	49,090	47,030
121	175	69%	90	134%	Payroll Tax - UC	2,737	4,008	68%	2,557	107%	4,008	2,737
968	1,040	93%	1,318	73%	Payroll Tax - WC	12,277	12,532	98%	12,274	100%	12,532	12,277
6,084	5,003	122%	5,520	110%	Benefits	54,763	60,042	91%	66,841	82%	60,042	54,763
11,094	10,291	108%	10,431	106%	S/T Adders	116,807	126,673	93%	126,789	92%	125,673	116,807
58,915	63,530	93%	62,861	94%	TOTAL PAYROLL	745,816	767,370	97%	753,374	99%	767,370	745,816
OPERATING EXPENSES												
5	101	5%	216	3%	Cart Supplies	1,513	1,120	135%	1,337	113%	1,120	1,513
1,258	300	420%	454	277%	Chemicals	5,164	3,598	144%	3,122	165%	3,598	5,164
2,240	303	739%	160	1401%	Course Accessories	2,771	2,044	136%	1,214	228%	2,044	2,771
4,851	10,000	49%	995	488%	Fertilizer	51,859	47,369	109%	40,868	127%	47,369	51,859
0	253	0%	0	0%	Flowers/Decor	873	505	173%	0	0%	505	873
1,076	1,010	107%	1,582	68%	Fuel	11,597	10,823	107%	10,351	112%	10,823	11,597
215	500	43%	1,938	11%	Fungicides	1,586	3,499	45%	4,235	37%	3,499	1,586
2,568	2,778	92%	1,475	174%	Herbicides	19,440	26,379	74%	26,476	73%	26,379	19,440
0	1,000	0%	800	0%	Insecticides	11,291	10,619	106%	7,435	152%	10,619	11,291
441	505	87%	160	276%	Janitorial Supplies	7,110	6,368	112%	5,414	131%	6,368	7,110
0	0	0%	489	0%	Laundry/Uniforms	1,020	3,132	33%	2,825	36%	3,132	1,020
123	177	69%	828	15%	Office Supplies	3,415	3,829	89%	5,446	63%	3,829	3,415
0	0	0%	0	0%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
102	101	101%	362	28%	Range Equipment	3,195	2,627	122%	2,463	130%	2,627	3,195
0	0	0%	(97)	0%	Range Expenses	854	395	216%	294	290%	395	854
1,137	1,111	102%	0	0%	Sand/Topdress	10,626	11,837	90%	7,827	136%	11,837	10,626
0	707	0%	0	0%	Seeds/Trees	7,475	8,011	93%	7,381	101%	8,011	7,475
509	0	0%	272	187%	Small Tools	3,501	1,323	265%	1,401	250%	1,323	3,501
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
329	0	0%	653	50%	Supplies	4,216	1,813	233%	2,353	179%	1,813	4,216
0	51	0%	71	0%	Tournament Expense	106	821	13%	301	35%	821	106
119	232	51%	736	16%	Alarm System	1,390	2,848	49%	5,096	27%	2,848	1,390
982	101	972%	0	0%	Cart Repairs	1,341	1,452	92%	289	464%	1,452	1,341
201	253	80%	58	348%	Computer Service	2,171	1,820	119%	7,009	31%	1,820	2,171
812	833	97%	812	100%	Contract Cleaning	8,932	10,155	88%	10,149	88%	10,155	8,932
0	0	0%	0	0%	Guest Relations	81	0	0%	9	897%	0	81
0	0	0%	0	0%	Handicap Expense	4,660	4,219	110%	4,400	106%	4,219	4,660
1,414	1,083	131%	525	269%	Irrigation	12,774	12,997	98%	11,844	108%	12,997	12,774
1,800	0	0%	0	0%	Lesson Expense	1,768	152	1167%	46	3807%	152	1,768
4,019	2,020	199%	2,296	175%	Repair & Maint - Equipment	19,398	20,514	95%	20,442	95%	20,514	19,398
2,900	455	638%	1,172	247%	Repair & Maint - Building	9,908	5,706	174%	9,980	99%	5,706	9,908
3,657	5,823	63%	5,765	63%	Cart Lease	58,371	69,874	84%	59,686	98%	69,874	58,371
12,732	6,462	197%	6,397	199%	Equipment Lease	75,663	77,546	98%	63,677	119%	77,546	75,663
176	178	99%	1,178	100%	Off-Site Storage	2,112	2,134	99%	2,112	100%	2,134	2,112
1,218	1,212	100%	1,178	103%	Utilities - Electric	13,980	13,942	100%	13,727	102%	13,942	13,980
3,467	3,636	95%	2,771	125%	Utilities - Other	40,723	41,080	99%	39,598	103%	41,080	40,723
191	293	65%	332	58%	Utilities - Telephone/Fax	2,368	3,767	63%	3,673	64%	3,767	2,368
189	253	75%	195	96%	Utilities - Water	2,502	2,468	98%	2,468	105%	2,715	2,502
1,062	2,020	53%	4,668	23%	Advertising & Promotion	18,061	20,446	88%	18,101	100%	20,446	18,061
325	303	107%	380	85%	Bank Charges	4,625	4,059	114%	4,159	111%	4,059	4,625
(43)	0	0%	(42)	102%	Cash Short/(Over)	(277)	0	0%	(484)	57%	0	(277)
200	200	100%	200	100%	Cell Phone	2,400	2,399	100%	2,400	100%	2,399	2,400

The Golf Club at Cypress Head
Summary of All Units
For the Twelve Months Ending September 30, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,580	2,100	123%	2,160	119%	City Surcharge R & R	37,295	36,817	101%	36,052	103%	36,817	37,295
1,800	2,020	89%	1,565	115%	Credit Card Discounts	33,015	28,262	117%	26,687	124%	28,262	33,015
(10)	0	0%	230	-4%	Donations	711	0	-177750%	104	684%	0	711
0	0	0%	0	0%	Dues & Subscriptions	1,567	1,066	147%	1,362	115%	1,066	1,567
0	0	0%	0	0%	Education & Training	550	1,534	36%	1,400	39%	1,534	550
31	96	32%	179	17%	Employee Relations	2,173	1,346	161%	1,200	181%	1,346	2,173
0	30	0%	0	0%	Employee Testing	29	341	9%	275	11%	341	29
6,130	4,646	132%	5,312	115%	Insurance Expense	65,918	55,571	119%	57,783	114%	55,571	65,918
0	0	0%	0	0%	Member Relations	536	154	349%	150	357%	154	536
0	35	0%	0	0%	Messenger Service - Fedex	0	677	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
6,000	6,000	100%	4,000	150%	O/S - Accounting	15,250	12,875	118%	10,875	140%	12,875	15,250
0	1,000	0%	0	0%	O/S - Other	9,880	6,200	159%	8,100	122%	6,200	9,880
432	505	86%	356	121%	Payroll Processing Fee	4,484	5,905	76%	4,604	97%	5,905	4,484
164	51	326%	146	112%	Postage/Shipping	2,248	1,074	209%	1,101	204%	1,074	2,248
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(35)	554	-6%	415	-8%	554	(35)
22	0	0%	0	0%	Travel - Meals	636	1,315	48%	1,364	47%	1,315	636
0	152	0%	140	0%	Travel - Other	2,272	3,290	69%	2,848	80%	3,290	2,272
0	0	0%	0	0%	Employee Meals	17	0	-4057%	69	25%	0	17
67,396	60,885	111%	52,036	130%	TOTAL OPERATING EXPENSES	609,865	602,810	101%	565,461	108%	602,810	609,865
(24,135)	(29,667)	81%	(37,406)	65%	EBITDA	128,143	(55,026)	-233%	(32,415)	-395%	(55,026)	128,143
6,184	6,245	99%	6,063	102%	Management Fee	74,205	74,940	99%	72,750	102%	74,940	74,205
6,184	6,245	99%	6,063	102%	Management Fees	74,205	74,940	99%	72,750	102%	74,940	74,205
23	23	100%	23	100%	Deprec - Mach & Equip	277	277	100%	277	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	869	869	100%	869	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,146	1,146	100%	1,146	100%	1,146	1,146
(30,415)	(36,007)	84%	(43,564)	70%	NET INCOME	52,791	(131,112)	-40%	(106,311)	-50%	(131,112)	52,791

The Golf Club at Cypress Head
Course & Grounds
For the Twelve Months Ending September 30, 2021

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												
54,368	49,927	109%	40,728	133%	Green Fees	827,073	708,381	117%	708,994	117%	708,381	827,073
2,580	2,100	123%	2,160	119%	City Surcharge R & R	37,295	36,817	101%	36,052	103%	36,817	37,295
56,948	52,027	109%	42,888	133%	Total Revenues	864,369	745,199	116%	745,046	116%	745,199	864,369
56,948	52,027	109%	42,888	133%	GROSS MARGIN	864,369	745,199	116%	745,046	116%	745,199	864,369
PAYROLL												
7,928	9,510	83%	7,720	103%	Gross Payroll - Salaried	113,023	114,116	99%	110,328	102%	114,116	113,023
19,333	19,248	100%	16,799	115%	Gross Payroll - Hourly	211,775	231,983	91%	202,641	105%	231,983	211,775
27,261	28,757	95%	24,519	111%	S/T Wages	324,798	346,099	94%	312,969	104%	346,099	324,798
2,059	2,200	94%	1,842	112%	Payroll Tax - FICA	24,110	26,477	91%	22,753	106%	26,477	24,110
30	56	54%	37	82%	Payroll Tax - UC	1,623	1,970	82%	1,106	147%	1,970	1,623
496	562	88%	669	74%	Payroll Tax - WC	6,248	6,759	92%	6,045	103%	6,759	6,248
2,582	1,723	150%	1,774	146%	Benefits	18,963	20,678	92%	28,933	66%	20,678	18,963
5,166	4,541	114%	4,322	120%	S/T Adders	50,944	55,884	91%	58,837	87%	55,884	50,944
32,427	33,298	97%	28,841	112%	TOTAL PAYROLL	375,742	401,983	93%	371,806	101%	401,983	375,742
OPERATING EXPENSES												
1,258	300	420%	454	277%	Chemicals	5,164	3,598	144%	3,122	165%	3,598	5,164
2,240	303	739%	160	1401%	Course Accessories	2,771	2,044	136%	1,214	228%	2,044	2,771
4,851	10,000	49%	995	488%	Fertilizer	51,859	47,369	109%	40,868	127%	47,369	51,859
0	253	0%	0	0%	Flowers/Decor	873	505	173%	0	0%	505	873
1,076	1,010	107%	1,582	68%	Fuel	11,597	10,823	107%	10,351	112%	10,823	11,597
215	500	43%	1,938	11%	Fungicides	1,586	3,499	45%	4,235	37%	3,499	1,586
2,568	2,778	92%	1,475	174%	Herbicides	19,440	26,379	74%	26,476	73%	26,379	19,440
0	1,000	0%	800	0%	Insecticides	11,291	10,619	106%	7,435	152%	10,619	11,291
1,137	1,111	102%	0	0%	Sand/Topdress	10,626	11,837	90%	7,827	136%	11,837	10,626
0	707	0%	0	0%	Seeds/Trees	7,475	8,011	93%	7,381	101%	8,011	7,475
509	0	0%	272	187%	Small Tools	3,501	1,323	265%	1,401	250%	1,323	3,501
0	0	0%	0	0%	Staff/Volunteer Uniforms	0	556	0%	0	0%	556	0
1,414	1,083	131%	525	269%	Irrigation	12,774	12,997	98%	11,844	108%	12,997	12,774
3,530	1,515	233%	2,296	154%	Repair & Maint - Equipment	18,275	17,863	102%	19,018	96%	17,863	18,275
0	101	0%	284	0%	Repair & Maint - Building	1,250	1,877	67%	5,252	24%	1,877	1,250
12,732	6,462	197%	6,397	199%	Equipment Lease	75,563	77,546	98%	63,677	119%	77,546	75,563
263	303	87%	240	110%	Utilities - Electric	2,624	2,534	97%	2,415	105%	2,534	2,624
1,383	1,313	105%	707	196%	Utilities - Other	19,484	18,085	108%	17,992	108%	18,085	19,484
0	141	0%	186	0%	Utilities - Telephone/Fax	0	1,573	0%	1,743	0%	1,573	0
189	253	75%	196	96%	Utilities - Water	2,602	2,715	96%	2,468	105%	2,715	2,602
0	0	0%	0	0%	Education & Training	550	524	105%	400	138%	524	550
0	20	0%	0	0%	Employee Relations	(70)	101	-70%	200	-35%	101	(70)
0	30	0%	0	0%	Employee Testing	29	341	9%	275	11%	341	29
0	1,000	0%	0	0%	O/S - Other	9,880	6,200	159%	8,100	122%	6,200	9,880
0	0	0%	0	0%	Tax/Licenses/Fees	250	556	45%	700	36%	556	250
0	51	0%	0	0%	Travel - Other	0	523	0%	268	0%	523	0
33,366	30,232	110%	18,486	180%	TOTAL OPERATING EXPENSES	269,404	270,086	100%	244,662	110%	270,086	269,404
(8,845)	(11,504)	77%	(4,439)	199%	EBITDA	219,222	73,130	300%	128,579	170%	73,130	219,222
(8,845)	(11,504)	77%	(4,439)	199%	NET INCOME	219,222	73,130	300%	128,579	170%	73,130	219,222

The Golf Club at Cypress Head
Carts
For the Twelve Months Ending September 30, 2021

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							
37,450	38,445	97%	28,376	132%	Cart Fee	513,459	489,592	105%	452,146	114%	489,592	513,459
37,450	38,445	97%	28,376	132%	Total Revenues	513,459	489,592	105%	452,146	114%	489,592	513,459
37,450	38,445	97%	28,376	132%	GROSS MARGIN	513,459	489,592	105%	452,146	114%	489,592	513,459
					PAYROLL							
6,445	6,420	100%	5,734	112%	Gross Payroll - Hourly	77,996	78,110	100%	77,876	100%	78,110	77,996
6,445	6,420	100%	5,734	112%	S/T Wages	77,996	78,110	100%	77,876	100%	78,110	77,996
493	491	100%	463	106%	Payroll Tax - FICA	6,269	5,975	105%	6,165	102%	5,975	6,269
73	87	84%	51	141%	Payroll Tax - UC	1,400	1,034	135%	748	187%	1,034	1,400
117	125	93%	158	74%	Payroll Tax - WC	1,505	1,525	99%	1,521	99%	1,525	1,505
0	6	0%	0	0%	Benefits	0	78	0%	81	0%	78	0
683	710	96%	673	101%	S/T Adders	9,175	8,613	107%	8,515	108%	8,613	9,175
7,127	7,130	100%	6,407	111%	TOTAL PAYROLL	87,171	86,723	101%	86,391	101%	86,723	87,171
					OPERATING EXPENSES							
5	101	5%	216	3%	Cart Supplies	1,513	1,120	135%	1,337	113%	1,120	1,513
982	101	972%	0	0%	Cart Repairs	1,341	1,452	92%	289	464%	1,452	1,341
3,657	5,823	63%	5,765	63%	Cart Lease	58,371	69,874	84%	59,686	98%	69,874	58,371
954	909	105%	937	102%	Utilities - Electric	11,446	11,318	101%	11,312	101%	11,318	11,446
5,599	6,934	81%	6,918	81%	TOTAL OPERATING EXPENSES	72,672	83,765	87%	72,625	100%	83,765	72,672
24,723	24,381	101%	15,052	164%	EBITDA	353,617	319,105	111%	293,130	121%	319,105	353,617
24,723	24,381	101%	15,052	164%	NET INCOME	353,617	319,105	111%	293,130	121%	319,105	353,617

The Golf Club at Cypress Head
Range
For the Twelve Months Ending September 30, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,542	2,500	142%	2,643	134%	REVENUES							
3,542	2,500	142%	2,643	134%	Range	47,156	37,476	126%	39,203	120%	37,476	47,156
3,542	2,500	142%	2,643	134%	Total Revenues	47,156	37,476	126%	39,203	120%	37,476	47,156
3,542	2,500	142%	2,643	134%	GROSS MARGIN	47,156	37,476	126%	39,203	120%	37,476	47,156
0	0	0%	0	0%	OPERATING EXPENSES							
102	101	101%	362	28%	Range Balls	2,654	1,338	198%	1,325	200%	1,338	2,654
0	0	0%	(97)	0%	Range Equipment	3,195	2,627	122%	2,463	130%	2,627	3,195
0	0	0%	0	0%	Range Expenses	854	395	216%	294	290%	395	854
0	0	0%	0	0%	Repair & Maint - Equipment	69	333	21%	30	233%	333	69
102	101	101%	265	39%	TOTAL OPERATING EXPENSES	6,773	4,694	144%	4,112	165%	4,694	6,773
3,440	2,399	143%	2,379	145%	EBITDA	40,383	32,782	123%	35,091	115%	32,782	40,383
3,440	2,399	143%	2,379	145%	NET INCOME	40,383	32,782	123%	35,091	115%	32,782	40,383

The Golf Club at Cypress Head
Golf Shop
For the Twelve Months Ending September 30, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
40	20	200%	0	0%	Handicap Fee	4,583	4,454	103%	4,360	105%	4,454	4,583
1,225	220	557%	996	123%	Lessons	14,668	7,453	197%	12,008	122%	7,453	14,668
200	250	80%	140	143%	Rental Clubs	2,950	3,145	94%	3,000	98%	3,145	2,950
7,376	3,300	224%	4,949	149%	Retail	101,829	71,373	143%	80,512	126%	71,373	101,829
8,841	3,790	233%	6,085	145%	Total Revenues	124,030	86,425	144%	99,880	124%	86,425	124,030
COST OF GOODS SOLD												
4,606	2,013	229%	2,502	184%	COGS - Merchandise	65,191	43,538	150%	50,143	130%	43,538	65,191
4,606	2,013	229%	2,502	184%	Total COGS	65,191	43,538	150%	50,143	130%	43,538	65,191
4,235	1,777	238%	3,583	118%	GROSS MARGIN	58,839	42,887	137%	49,737	118%	42,887	58,839
62.44%	61.00%	102.37%	50.55%	123.54%	COGS - Merchandise %	64.02%	61.00%	104.95%	62.28%	102.79%	61.00%	764.54%
PAYROLL												
5,200	4,457	117%	5,275	99%	Gross Payroll - Hourly	63,776	54,229	118%	61,523	104%	54,229	63,776
5,200	4,457	117%	5,275	99%	S/T Wages	63,776	54,229	118%	61,523	104%	54,229	63,776
424	341	124%	374	113%	Payroll Tax - FICA	4,871	4,149	117%	4,619	105%	4,149	4,871
18	26	68%	2	865%	Payroll Tax - UC	618	492	126%	364	170%	492	618
105	87	121%	132	79%	Payroll Tax - WC	1,266	1,059	120%	1,204	105%	1,059	1,266
574	484	119%	675	85%	Benefits	6,527	5,804	112%	5,169	126%	5,804	6,527
1,121	938	120%	1,183	95%	S/T Adders	13,282	11,504	115%	11,356	117%	11,504	13,282
6,321	5,395	117%	6,458	98%	TOTAL PAYROLL	77,058	65,733	117%	72,879	106%	65,733	77,058
OPERATING EXPENSES												
69	0	0%	46	149%	Office Supplies	1,024	981	104%	1,313	78%	981	1,024
329	0	0%	653	50%	Supplies	4,216	1,813	233%	2,353	179%	1,813	4,216
0	51	0%	71	0%	Tournament Expense	106	821	13%	301	35%	821	106
0	0	0%	0	0%	Handicap Expense	4,660	4,219	110%	4,400	106%	4,219	4,660
1,800	0	0%	0	0%	Lesson Expense	1,768	152	1167%	46	3807%	152	1,768
0	0	0%	0	0%	Repair & Maint - Building	266	540	49%	543	49%	540	266
0	0	0%	0	0%	Cash Short/(Over)	0	0	0%	(1)	0%	0	0
2,198	51	4352%	770	285%	TOTAL OPERATING EXPENSES	12,040	8,525	141%	8,955	134%	8,525	12,040
(4,284)	(3,668)	117%	(3,644)	118%	EBITDA	(30,259)	(31,370)	96%	(32,098)	94%	(31,370)	(30,259)
(4,284)	(3,668)	117%	(3,644)	118%	NET INCOME	(30,259)	(31,370)	96%	(32,098)	94%	(31,370)	(30,259)

The Golf Club at Cypress Head
G & A
For the Twelve Months Ending September 30, 2021

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	0	0	0%	288	0%	0	0
0	0	0%	0	0%	Total Revenues	0	0	0%	288	0%	0	0
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	288	0%	0	0
PAYROLL												
8,385	10,043	83%	11,490	73%	Gross Payroll - Salaried	121,302	120,520	101%	124,832	97%	120,520	121,302
0	0	0%	0	0%	Gross Payroll - Hourly	(100)	0	0%	5,611	-2%	0	(100)
8,385	10,043	83%	11,490	73%	S/T Wages	121,202	120,520	101%	130,443	93%	120,520	121,202
713	768	93%	623	114%	Payroll Tax - FICA	8,631	9,220	94%	8,663	100%	9,220	8,631
0	0	0%	0	0%	Payroll Tax - UC	(776)	297	-261%	269	-288%	297	(776)
190	196	97%	273	70%	Payroll Tax - WC	2,401	2,354	102%	2,514	96%	2,354	2,401
2,341	2,267	103%	2,343	100%	Benefits	22,615	27,204	83%	26,496	85%	27,204	22,615
3,244	3,231	100%	3,239	100%	S/T Adders	32,870	39,075	84%	37,942	87%	39,075	32,870
11,629	13,275	88%	14,729	79%	TOTAL PAYROLL	154,072	159,595	97%	168,385	92%	159,595	154,072
OPERATING EXPENSES												
441	505	87%	160	276%	Janitorial Supplies	7,110	6,368	112%	5,414	131%	6,368	7,110
0	0	0%	489	0%	Laundry/Uniforms	1,020	3,132	33%	2,825	36%	3,132	1,020
54	177	30%	782	7%	Office Supplies	2,391	2,848	84%	4,133	58%	2,848	2,391
119	232	51%	736	16%	Alarm System	1,390	2,848	49%	5,096	27%	2,848	1,390
201	253	80%	58	348%	Computer Service	2,171	1,820	119%	7,009	31%	1,820	2,171
812	833	97%	812	100%	Contract Cleaning	8,932	10,155	88%	10,149	88%	10,155	8,932
0	0	0%	0	0%	Guest Relations	81	0	0%	9	897%	0	81
489	505	97%	0	0%	Repair & Maint - Equipment	1,053	2,317	45%	1,394	76%	2,317	1,053
2,900	354	820%	908	319%	Repair & Maint - Building	8,392	3,290	255%	4,185	201%	3,290	8,392
176	178	99%	176	100%	Off-Site Storage	2,112	2,134	99%	2,112	100%	2,134	2,112
2,084	2,323	90%	2,065	101%	Utilities - Other	21,239	22,995	92%	21,605	98%	22,995	21,239
191	152	126%	146	131%	Utilities - Telephone/Fax	2,368	2,194	108%	1,930	123%	2,194	2,368
325	303	107%	380	85%	Bank Charges	4,625	4,059	114%	4,159	111%	4,059	4,625
(43)	0	0%	(42)	102%	Cash Short/(Over)	(277)	0	0%	(483)	57%	0	(277)
200	200	100%	200	100%	Cell Phone	2,400	2,399	100%	2,400	100%	2,399	2,400
2,580	2,100	123%	2,160	119%	City Surcharge R & R	37,295	36,817	101%	36,052	103%	36,817	37,295
1,800	2,020	89%	1,565	115%	Credit Card Discounts	33,015	28,262	117%	26,687	124%	28,262	33,015
(10)	0	0%	230	-4%	Donations	711	0	-177750%	104	684%	0	711
0	0	0%	0	0%	Dues & Subscriptions	1,567	1,066	147%	1,362	115%	1,066	1,567
0	0	0%	0	0%	Education & Training	0	1,010	0%	1,000	0%	1,010	0
31	76	41%	179	17%	Employee Relations	2,243	1,245	180%	1,000	224%	1,245	2,243
6,130	4,646	132%	5,312	115%	Insurance Expense	65,918	55,571	119%	57,783	114%	55,571	65,918
0	0	0%	0	0%	Member Relations	536	154	349%	150	357%	154	536
0	35	0%	0	0%	Messenger Service - Fedex	0	677	0%	631	0%	677	0
0	0	0%	0	0%	Miscellaneous	0	0	0%	(9)	0%	0	0
6,000	6,000	100%	4,000	150%	O/S - Accounting	15,250	12,875	118%	10,875	140%	12,875	15,250
432	505	86%	356	121%	Payroll Processing Fee	4,484	5,905	76%	4,604	97%	5,905	4,484
164	51	326%	146	112%	Postage/Shipping	2,248	1,074	209%	1,101	204%	1,074	2,248
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(285)	(1)	23750%	(285)	100%	(1)	(285)
22	0	0%	0	0%	Travel - Meals	636	1,315	48%	1,364	47%	1,315	636
0	101	0%	140	0%	Travel - Other	2,272	2,767	82%	2,581	88%	2,767	2,272
0	0	0%	0	0%	Employee Meals	17	0	-4057%	69	25%	0	17
25,068	21,547	116%	20,929	120%	TOTAL OPERATING EXPENSES	230,915	215,295	107%	217,006	106%	215,295	230,915
(36,698)	(34,822)	105%	(35,658)	103%	EBITDA	(384,987)	(374,889)	103%	(385,103)	100%	(374,889)	(384,987)
6,184	6,245	99%	6,063	102%	Management Fee	74,205	74,940	99%	72,750	102%	74,940	74,205
6,184	6,245	99%	6,063	102%	Management Fees	74,205	74,940	99%	72,750	102%	74,940	74,205
23	23	100%	23	100%	Deprec - Mach & Equip	277	277	100%	277	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	869	869	100%	869	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	1,146	1,146	100%	1,146	100%	1,146	1,146
(42,977)	(41,163)	104%	(41,816)	103%	NET INCOME	(460,338)	(450,976)	102%	(459,000)	100%	(450,976)	(460,338)

The Golf Club at Cypress Head
Marketing
For the Twelve Months Ending September 30, 2021

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							
531	3,562	15%	5,413	10%	Gross Payroll - Salaried	41,237	42,740	96%	43,774	94%	42,740	41,237
531	3,562	15%	5,413	10%	S/T Wages	41,237	42,740	96%	43,774	94%	42,740	41,237
232	272	85%	200	116%	Payroll Tax - FICA	3,150	3,270	96%	2,916	108%	3,270	3,150
0	6	0%	0	0%	Payroll Tax - UC	(129)	215	-60%	70	-184%	215	(129)
61	70	88%	86	71%	Payroll Tax - WC	857	835	103%	990	87%	835	857
586	523	112%	728	80%	Benefits	6,659	6,277	106%	6,163	108%	6,277	6,659
879	871	101%	1,015	87%	S/T Adders	10,536	10,597	99%	10,139	104%	10,597	10,536
1,410	4,432	32%	6,427	22%	TOTAL PAYROLL	51,773	53,337	97%	53,913	96%	53,337	51,773
					OPERATING EXPENSES							
1,062	2,020	53%	4,668	23%	Advertising & Promotion	18,061	20,446	88%	18,101	100%	20,446	18,061
1,062	2,020	53%	4,668	23%	TOTAL OPERATING EXPENSES	18,061	20,446	88%	18,101	100%	20,446	18,061
(2,472)	(6,452)	38%	(11,095)	22%	EBITDA	(69,834)	(73,783)	95%	(72,014)	97%	(73,783)	(69,834)
(2,472)	(6,452)	38%	(11,095)	22%	NET INCOME	(69,834)	(73,783)	95%	(72,014)	97%	(73,783)	(69,834)

**The Golf Club at Cypress Head
Course Cash Flow Report
September 30, 2021**

	<u>September</u>	<u>YTD</u>
EBITDA	(\$24,135.48)	\$128,142.77
Management Fee Expense	(6,183.78)	(74,205.36)
Depreciation & Amortization	(95.53)	(1,146.36)
Net Income	(30,414.79)	52,791.05
Working Capital Changes		
Inventory	2,661.50	22.21
Receivables	(173,833.62)	(125,194.65)
Payables	24,792.02	22,254.56
Due to from the City	(16,216.80)	(7,165.55)
Prepays	(5,692.04)	(6,403.94)
Accrued Liabilities	20,252.05	19,972.18
Other Liabilities	159,951.89	21,421.62
Depreciation & Amortization	95.53	1,146.36
Operating Cash Flow	(18,404.26)	(21,156.16)
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(18,404.26)</u>	<u>(21,156.16)</u>
Beginning Cash	114,176.40	116,928.30
Net Cash Flows	<u>(18,404.26)</u>	<u>(21,156.16)</u>
Ending Cash	<u>95,772.14</u>	<u>95,772.14</u>

The Golf Club at Cypress Head

For the Twelve Months Ending September 30, 2021

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												
91,818	88,371	104%	69,104	133%	Green Fees & Cart Fees	1,340,533	1,197,974	112%	1,161,141	115%	1,197,974	1,340,533
7,376	3,300	224%	4,949	149%	Merchandise	101,829	71,373	143%	80,512	126%	71,373	101,829
1,465	490	299%	1,136	129%	Other Pro Shop	22,201	15,052	147%	19,368	115%	15,052	22,201
3,542	2,500	142%	2,643	134%	Range	47,156	37,476	126%	39,203	120%	37,476	47,156
2,580	2,100	123%	2,160	119%	Other Operating Revenues	37,295	36,817	101%	36,052	103%	36,817	37,295
0	0	0%	0	0%	Other G&A Income	0	0	0%	288	0%	0	0
106,781	96,761	110%	79,993	133%	TOTAL REVENUE	1,549,014	1,358,692	114%	1,336,563	116%	1,358,692	1,549,014
COST OF SALES												
4,606	2,013	229%	2,502	184%	Merchandise	65,191	43,538	150%	50,143	130%	43,538	65,191
4,606	2,013	229%	2,502	184%	TOTAL COGS	65,191	43,538	150%	50,143	130%	43,538	65,191
62.4%	61.0%	102.4%	50.5%	123.5%	COGS - Merchandise %	64.0%	61.0%	105.0%	62.3%	102.8%	61.0%	764.5%
PAYROLL												
32,427	33,298	97%	28,841	112%	Course and Grounds	375,742	401,983	93%	371,806	101%	401,983	375,742
7,127	7,130	100%	6,407	111%	Carts, Range, Starters, Etc.	87,171	86,723	101%	86,391	101%	86,723	87,171
6,321	5,395	117%	6,458	98%	Pro Shop	77,058	65,733	117%	72,879	106%	65,733	77,058
11,629	13,275	88%	14,729	79%	General and Administrative	154,072	159,595	97%	168,385	92%	159,595	154,072
1,410	4,432	32%	6,427	22%	Marketing	51,773	53,337	97%	53,913	96%	53,337	51,773
58,915	63,530	93%	62,861	94%	TOTAL PAYROLL	745,816	767,370	97%	753,374	99%	767,370	745,816
OPERATING EXPENSES												
33,366	30,232	110%	18,486	180%	Course and Grounds	269,404	270,086	100%	244,662	110%	270,086	269,404
5,701	7,035	81%	7,183	79%	Carts, Range, Starters, Etc.	79,444	88,458	90%	76,737	104%	88,458	79,444
2,198	51	4352%	770	285%	Pro Shop	12,040	8,525	141%	8,955	134%	8,525	12,040
25,068	21,547	116%	20,929	120%	General and Administrative	230,915	215,295	107%	217,006	106%	215,295	230,915
1,062	2,020	53%	4,668	23%	Marketing	18,061	20,446	88%	18,101	100%	20,446	18,061
67,396	60,885	111%	52,036	130%	TOTAL OPERATING EXPENSES	609,865	602,810	101%	565,461	108%	602,810	609,865
130,917	126,428	104%	117,399	112%	TOTAL EXPENSES	1,420,871	1,413,718	101%	1,368,978	104%	1,413,718	1,420,871
(24,135)	(29,667)	81%	(37,406)	65%	EBITDA	128,143	(55,026)	-233%	(32,415)	-395%	(55,026)	128,143

The Golf Club at Cypress Head
For the Twelve Months Ending September 30, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(24,135)	(29,667)	81%	(37,406)	65%	EBITDA	128,143	(55,026)	-233%	(32,415)	-395%	(55,026)	128,143
(6,184)	(6,245)	99%	(6,063)	102%	MANAGEMENT FEES	(74,205)	(74,940)	99%	(72,750)	102%	(74,940)	(74,205)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(1,146)	(1,146)	100%	(1,146)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(1,146)	(1,146)	100%	(1,146)	100%	(1,146)	(1,146)
(30,415)	(36,007)	84%	(43,564)	70%	TOTAL OTHER INCOME (EXPENSE)	(1,146)	(1,146)	100%	(1,146)	100%	(1,146)	(1,146)
					NET INCOME	52,791	(131,112)	-40%	(106,311)	-50%	(131,112)	52,791
2,785	2,899	96%	2,309	121%	Paid Rounds	40,207	38,335	105%	38,737	104%	38,335	40,207
320	429	75%	241	133%	Annual Pass Rounds	4,018	4,868	83%	3,950	102%	4,868	4,018
230	270	85%	182	126%	Other Rounds	2,743	2,756	100%	2,686	102%	2,756	2,743
3,335	3,598	93%	2,732	122%	Total Rounds	46,968	45,959	102%	45,373	104%	45,959	46,968
38	33	115%	35	111%	Revenue/Paid Rounds	39	35	109%	35	112%	35	459
32	27	119%	29	109%	Revenue/Total Rounds	33	30	112%	29	112%	30	392

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

General Ledger

Ranges: From:

Date: 9/1/2021

Account: First

To: 9/30/2021
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	\$84,237.10	\$110,153.36	\$128,598.42	(\$18,445.06)	\$65,792.04
	10050-5950-900	Cash - Course Payroll BMO	\$28,589.30	\$72,148.23	\$72,107.43	\$40.80	\$28,630.10
	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	\$831.89	\$344,837.56	\$171,003.94	\$173,833.62	\$174,665.51
	12000-5950-900	Inventory - Merchandise	\$19,693.61	\$1,990.74	\$4,652.24	(\$2,661.50)	\$17,032.11
	13020-5950-900	Prepaid Insurance	\$24,562.92	\$12,018.00	\$6,129.69	\$5,888.31	\$30,451.23
	13040-5950-900	Prepaid Exp - Other	\$18,420.28	\$6,307.46	\$6,503.73	(\$196.27)	\$18,224.01
	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	(\$4,416.38)	\$0.00	\$23.12	(\$23.12)	(\$4,439.50)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,456.38)	\$0.00	\$72.41	(\$72.41)	(\$25,528.79)
	30000-5950-900	Accts Pay - Trade	(\$23,570.54)	\$89,894.57	\$114,686.59	(\$24,792.02)	(\$48,362.56)
	30040-5950-900	Accts Pay - Other	\$33,534.41	\$34,341.55	\$18,124.75	\$16,216.80	\$49,751.21
	31000-5950-900	Accrued Expenses	(\$743.35)	\$743.35	\$9,494.85	(\$8,751.50)	(\$9,494.85)
	31020-5950-900	Accrued Payroll	(\$42,018.34)	\$35,705.81	\$35,407.38	\$298.43	(\$41,719.91)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$0.00	\$201.50	(\$201.50)	(\$201.50)
	31220-5950-900	Accrued Sales Tax	(\$5,009.55)	\$5,009.55	\$6,071.55	(\$1,062.00)	(\$6,071.55)
	31240-5950-900	Accrued Annual Sales Tax	\$0.00	\$0.00	\$10,535.48	(\$10,535.48)	(\$10,535.48)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$2,579.83	\$2,579.83	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,446.96)	\$1,083.70	\$1,459.31	(\$375.61)	(\$2,822.57)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$5,981.19)	\$0.00	\$10,744.58	(\$10,744.58)	(\$16,725.77)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$3,417.38)	\$3,417.38	\$42,814.80	(\$39,397.42)	(\$42,814.80)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$2,499.83)	\$2,499.83	\$29,610.00	(\$27,110.17)	(\$29,610.00)
	32070-5950-900	Deferred Rev - Gift Cards	(\$25,965.70)	\$927.56	\$400.94	\$526.62	(\$25,439.08)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,436.34)	\$471.89	\$862.20	(\$390.31)	(\$15,826.65)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$7,083.32)	\$7,083.32	\$88,200.00	(\$81,116.68)	(\$88,200.00)
	32220-5950-900	Deferred Rev - Founders Pass	(\$115.76)	\$115.76	\$1,459.50	(\$1,343.74)	(\$1,459.50)
	49020-5950-900	Retained Earnings - Current	(\$0.59)	\$0.00	\$0.00	\$0.00	(\$0.59)
	50000-5950-100	Green Fees - Annual Pass	(\$62,644.75)	\$0.00	\$6,032.97	(\$6,032.97)	(\$68,677.72)
	5003A-5950-100	Green Fee - Group	(\$62,526.02)	\$0.00	\$4,436.25	(\$4,436.25)	(\$66,962.27)
	50040-5950-100	Green Fees - Member	(\$2,626.02)	\$89.48	\$44.74	\$44.74	(\$2,581.28)
	5005A-5950-100	Green Fee - Hotel	\$11.24	\$0.00	\$0.00	\$0.00	\$11.24
	5006A-5950-100	Green Fee - Junior	(\$2,306.74)	\$0.00	\$97.76	(\$97.76)	(\$2,404.50)
	50070-5950-100	Green Fees - (surcharge)	(\$34,694.03)	\$2,579.83	\$5,159.66	(\$2,579.83)	(\$37,273.86)
	5007A-5950-100	Green Fee - League	(\$113,359.71)	\$0.00	\$8,973.55	(\$8,973.55)	(\$122,333.26)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$43,539.31)	\$0.00	\$1,251.15	(\$1,251.15)	(\$44,790.46)
	5012A-5950-100	Green Fee - Outing	(\$46,591.58)	\$0.00	\$2,105.16	(\$2,105.16)	(\$48,696.74)
	5014A-5950-100	Green Fee - Resident	(\$267,272.95)	\$0.00	\$17,611.17	(\$17,611.17)	(\$284,884.12)
	5015A-5950-100	Green Fee - Senior	(\$135,887.26)	\$0.00	\$10,593.25	(\$10,593.25)	(\$146,480.51)
	5019A-5950-100	Green Fee - Wholesale	(\$1,267.80)	\$0.00	\$732.14	(\$732.14)	(\$1,999.94)
	50500-5950-200	Cart Fee 18	(\$401,612.99)	\$0.00	\$30,241.43	(\$30,241.43)	(\$431,854.42)
	50520-5950-200	Cart Fee - Annual Trail	(\$74,396.68)	\$0.00	\$7,208.32	(\$7,208.32)	(\$81,605.00)
	52090-5950-600	Handicap Fee	(\$4,543.00)	\$0.00	\$40.00	(\$40.00)	(\$4,583.00)
	52150-5950-600	Lessons	(\$13,443.00)	\$0.00	\$1,224.91	(\$1,224.91)	(\$14,667.91)
	52280-5950-600	Rental Clubs	(\$2,750.00)	\$0.00	\$200.00	(\$200.00)	(\$2,950.00)
	52310-5950-600	Retail	(\$94,452.38)	\$0.00	\$7,376.28	(\$7,376.28)	(\$101,828.66)
	53050-5950-220	Range Pass Revenue	(\$43,614.15)	\$0.00	\$3,541.92	(\$3,541.92)	(\$47,156.07)
	56120-5950-100	City Surcharge R & R	(\$34,715.61)	\$0.00	\$2,579.83	(\$2,579.83)	(\$37,295.44)
	60000-5950-600	COGS - Merchandise - Accessories	\$60,584.59	\$4,606.02	\$0.00	\$4,606.02	\$65,190.61
	70000-5950-100	Gross Payroll - Salaried	\$105,095.20	\$10,660.62	\$2,732.74	\$7,927.88	\$113,023.08
	70000-5950-900	Gross Payroll - Salaried	\$112,916.28	\$11,672.52	\$3,287.21	\$8,385.31	\$121,301.59
	70000-5950-950	Gross Payroll - Salaried	\$40,705.95	\$3,739.03	\$3,208.10	\$530.93	\$41,236.88

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	\$192,442.51	\$21,371.16	\$2,038.53	\$19,332.63	\$211,775.14
	70010-5950-200	Gross Payroll - Hourly	\$71,551.49	\$7,251.53	\$806.75	\$6,444.78	\$77,996.27
	70010-5950-600	Gross Payroll - Hourly	\$58,576.06	\$6,294.76	\$1,094.97	\$5,199.79	\$63,775.85
	70010-5950-900	Gross Payroll - Hourly	(\$100.00)	\$0.00	\$0.00	\$0.00	(\$100.00)
	71000-5950-100	Payroll Tax - FICA	\$22,051.39	\$2,284.62	\$226.11	\$2,058.51	\$24,109.90
	71000-5950-200	Payroll Tax - FICA	\$5,775.70	\$554.73	\$61.71	\$493.02	\$6,268.72
	71000-5950-600	Payroll Tax - FICA	\$4,446.84	\$464.66	\$40.29	\$424.37	\$4,871.21
	71000-5950-900	Payroll Tax - FICA	\$7,917.87	\$815.64	\$102.97	\$712.67	\$8,630.54
	71000-5950-950	Payroll Tax - FICA	\$2,917.63	\$264.86	\$32.75	\$232.11	\$3,149.74
	71010-5950-100	Payroll Tax - UC	\$1,592.54	\$30.23	\$0.00	\$30.23	\$1,622.77
	71010-5950-200	Payroll Tax - UC	\$1,327.62	\$72.84	\$0.00	\$72.84	\$1,400.46
	71010-5950-600	Payroll Tax - UC	\$600.54	\$17.65	\$0.00	\$17.65	\$618.19
	71010-5950-900	Payroll Tax - UC	(\$775.77)	\$0.00	\$0.00	\$0.00	(\$775.77)
	71010-5950-950	Payroll Tax - UC	(\$128.80)	\$0.00	\$0.00	\$0.00	(\$128.80)
	71020-5950-100	Payroll Tax - WC	\$5,752.59	\$495.51	\$0.00	\$495.51	\$6,248.10
	71020-5950-200	Payroll Tax - WC	\$1,388.66	\$116.77	\$0.00	\$116.77	\$1,505.43
	71020-5950-600	Payroll Tax - WC	\$1,160.70	\$105.28	\$0.00	\$105.28	\$1,265.98
	71020-5950-900	Payroll Tax - WC	\$2,210.86	\$189.89	\$0.00	\$189.89	\$2,400.75
	71020-5950-950	Payroll Tax - WC	\$795.87	\$60.93	\$0.00	\$60.93	\$856.80
	71030-5950-100	Benefits	\$16,380.89	\$5,374.51	\$2,792.28	\$2,582.23	\$18,963.12
	71030-5950-600	Benefits	\$5,952.47	\$935.55	\$361.40	\$574.15	\$6,526.62
	71030-5950-900	Benefits	\$20,273.41	\$3,590.51	\$1,249.16	\$2,341.35	\$22,614.76
	71030-5950-950	Benefits	\$6,072.36	\$1,017.94	\$431.76	\$586.18	\$6,658.54
	80110-5950-200	Cart Supplies	\$1,507.91	\$5.46	\$0.00	\$5.46	\$1,513.37
	80120-5950-100	Chemicals	\$3,905.52	\$1,258.22	\$0.00	\$1,258.22	\$5,163.74
	80170-5950-100	Course Accessories	\$531.51	\$2,239.84	\$0.00	\$2,239.84	\$2,771.35
	80230-5950-100	Fertilizer	\$47,008.05	\$5,601.25	\$750.00	\$4,851.25	\$51,859.30
	80250-5950-100	Flowers/Decor	\$873.30	\$0.00	\$0.00	\$0.00	\$873.30
	80270-5950-100	Fuel	\$10,520.16	\$1,076.36	\$0.00	\$1,076.36	\$11,596.52
	80280-5950-100	Fungicides	\$1,371.25	\$215.00	\$0.00	\$215.00	\$1,586.25
	80320-5950-100	Herbicides	\$16,871.82	\$2,568.28	\$0.00	\$2,568.28	\$19,440.10
	80370-5950-100	Insecticides	\$11,291.46	\$0.00	\$0.00	\$0.00	\$11,291.46
	80380-5950-900	Janitorial Supplies	\$6,668.87	\$441.26	\$0.00	\$441.26	\$7,110.13
	80420-5950-900	Laundry/Uniforms	\$1,020.38	\$0.00	\$0.00	\$0.00	\$1,020.38
	80520-5950-600	Office Supplies	\$955.42	\$68.65	\$0.00	\$68.65	\$1,024.07
	80520-5950-900	Office Supplies	\$2,336.98	\$53.90	\$0.00	\$53.90	\$2,390.88
	80610-5950-220	Range Balls	\$2,654.00	\$0.00	\$0.00	\$0.00	\$2,654.00
	80620-5950-220	Range Equipment	\$3,092.94	\$102.38	\$0.00	\$102.38	\$3,195.32
	80630-5950-220	Range Expenses	\$854.05	\$0.00	\$0.00	\$0.00	\$854.05
	80690-5950-100	Sand/Topdress	\$9,488.44	\$1,137.46	\$0.00	\$1,137.46	\$10,625.90
	80710-5950-100	Seeds/Trees	\$7,475.00	\$0.00	\$0.00	\$0.00	\$7,475.00
	80730-5950-100	Small Tools	\$2,992.18	\$509.00	\$0.00	\$509.00	\$3,501.18
	80780-5950-600	Supplies	\$3,887.38	\$328.93	\$0.00	\$328.93	\$4,216.31
	80810-5950-600	Tournament Expense	\$106.04	\$0.00	\$0.00	\$0.00	\$106.04
	81010-5950-900	Alarm System	\$1,271.50	\$118.50	\$0.00	\$118.50	\$1,390.00
	81090-5950-200	Cart Repairs	\$359.02	\$982.17	\$0.00	\$982.17	\$1,341.19
	81130-5950-900	Computer Service	\$1,969.27	\$201.45	\$0.00	\$201.45	\$2,170.72
	81140-5950-900	Contract Cleaning	\$8,120.00	\$812.00	\$0.00	\$812.00	\$8,932.00
	81200-5950-900	Guest Relations	\$80.71	\$0.00	\$0.00	\$0.00	\$80.71
	81220-5950-600	Handicap Expense	\$4,660.00	\$0.00	\$0.00	\$0.00	\$4,660.00
	81250-5950-100	Irrigation	\$11,359.97	\$1,414.09	\$0.00	\$1,414.09	\$12,774.06
	81270-5950-600	Lesson Expense	(\$32.18)	\$1,800.00	\$0.00	\$1,800.00	\$1,767.82
	81350-5950-100	Repair & Maint - Equipment	\$14,744.91	\$3,804.44	\$274.24	\$3,530.20	\$18,275.11
	81350-5950-220	Repair & Maint - Equipment	\$69.25	\$0.00	\$0.00	\$0.00	\$69.25
	81350-5950-900	Repair & Maint - Equipment	\$564.25	\$488.91	\$0.00	\$488.91	\$1,053.16
	81360-5950-100	Repair & Maint - Building	\$1,250.31	\$0.00	\$0.00	\$0.00	\$1,250.31
	81360-5950-600	Repair & Maint - Building	\$265.67	\$0.00	\$0.00	\$0.00	\$265.67
	81360-5950-900	Repair & Maint - Building	\$5,492.53	\$3,031.85	\$131.95	\$2,899.90	\$8,392.43
	82000-5950-200	Cart Lease	\$54,714.00	\$4,974.00	\$1,317.00	\$3,657.00	\$58,371.00
	82020-5950-100	Equipment Lease	\$62,931.00	\$12,731.50	\$0.00	\$12,731.50	\$75,662.50

TRIAL BALANCE SUMMARY FOR 2020

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	82060-5950-900	Off-Site Storage	\$1,936.00	\$176.00	\$0.00	\$176.00	\$2,112.00
	83000-5950-100	Utilities - Electric	\$2,270.60	\$263.34	\$0.00	\$263.34	\$2,533.94
	83000-5950-200	Utilities - Electric	\$10,491.84	\$954.44	\$0.00	\$954.44	\$11,446.28
	83020-5950-100	Utilities - Other	\$18,100.74	\$1,382.80	\$0.00	\$1,382.80	\$19,483.54
	83020-5950-900	Utilities - Other	\$19,154.88	\$2,084.42	\$0.00	\$2,084.42	\$21,239.30
	83030-5950-900	Utilities - Telephone/Fax	\$2,177.17	\$190.87	\$0.00	\$190.87	\$2,368.04
	83050-5950-100	Utilities - Water	\$2,413.46	\$188.60	\$0.00	\$188.60	\$2,602.06
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$16,998.97	\$1,062.25	\$0.00	\$1,062.25	\$18,061.22
	85020-5950-900	Bank Charges	\$4,299.81	\$324.91	\$0.00	\$324.91	\$4,624.72
	85050-5950-900	Cash Short/(Over)	(\$234.21)	\$39.16	\$82.03	(\$42.87)	(\$277.08)
	85060-5950-900	Cell Phone	\$2,200.00	\$200.00	\$0.00	\$200.00	\$2,400.00
	85070-5950-900	City Surcharge R & R	\$34,715.61	\$2,579.83	\$0.00	\$2,579.83	\$37,295.44
	85120-5950-900	Credit Card Discounts	\$31,214.57	\$1,799.93	\$0.00	\$1,799.93	\$33,014.50
	85140-5950-900	Donations	\$721.00	\$0.00	\$10.00	(\$10.00)	\$711.00
	85150-5950-900	Dues & Subscriptions	\$1,566.93	\$0.00	\$0.00	\$0.00	\$1,566.93
	85160-5950-100	Education & Training	\$550.00	\$0.00	\$0.00	\$0.00	\$550.00
	85190-5950-100	Employee Relations	(\$70.22)	\$0.00	\$0.00	\$0.00	(\$70.22)
	85190-5950-900	Employee Relations	\$2,212.14	\$325.91	\$294.91	\$31.00	\$2,243.14
	85200-5950-100	Employee Testing	\$29.00	\$0.00	\$0.00	\$0.00	\$29.00
	85280-5950-900	Insurance Expense	\$59,788.26	\$6,129.69	\$0.00	\$6,129.69	\$65,917.95
	85320-5950-900	Member Relations	\$536.02	\$0.00	\$0.00	\$0.00	\$536.02
	85390-5950-900	O/S - Accounting	\$9,250.00	\$6,000.00	\$0.00	\$6,000.00	\$15,250.00
	85430-5950-100	O/S - Other	\$9,880.00	\$0.00	\$0.00	\$0.00	\$9,880.00
	85480-5950-900	Payroll Processing Fee	\$4,052.06	\$881.84	\$450.00	\$431.84	\$4,483.90
	85490-5950-900	Postage/Shipping	\$2,083.19	\$212.81	\$48.34	\$164.47	\$2,247.66
	85610-5950-100	Tax/Licenses/Fees	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
	85610-5950-900	Tax/Licenses/Fees	(\$255.00)	\$0.00	\$30.00	(\$30.00)	(\$285.00)
	85710-5950-900	Travel - Meals	\$614.02	\$22.40	\$0.00	\$22.40	\$636.42
	85720-5950-900	Travel - Other	\$2,272.29	\$0.00	\$0.00	\$0.00	\$2,272.29
	89020-5950-900	Employee Meals	\$17.04	\$0.00	\$0.00	\$0.00	\$17.04
	90000-5950-900	Management Fee	\$68,021.58	\$12,491.24	\$6,307.46	\$6,183.78	\$74,205.36
	98020-5950-900	Deprec - Mach & Equip	\$254.32	\$23.12	\$0.00	\$23.12	\$277.44
	98040-5950-900	Deprec - Buildings	\$796.51	\$72.41	\$0.00	\$72.41	\$868.92
	R002A-5950-100	Rounds - Annual	3,698.00	320.00	0.00	320.00	4,018.00
	R003A-5950-100	Rounds - Group	3,852.00	301.00	0.00	301.00	4,153.00
	R005A-5950-100	Rounds - Green Fee - Hotel	(2.00)	0.00	0.00	0.00	(2.00)
	R006A-5950-100	Rounds - Green Fee - Junior	682.00	31.00	0.00	31.00	713.00
	R007A-5950-100	Rounds - Green Fee - League	5,507.00	528.00	0.00	528.00	6,035.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,553.00	53.00	0.00	53.00	1,606.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	152.00	9.00	0.00	9.00	161.00
	R012A-5950-100	Rounds - Green Fee - Outing	2,558.00	106.00	0.00	106.00	2,664.00
	R014A-5950-100	Rounds - Resident	17,179.00	1,244.00	0.00	1,244.00	18,423.00
	R015A-5950-100	Rounds - Green Fee - Senior	6,005.00	486.00	0.00	486.00	6,491.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,311.00	136.00	0.00	136.00	1,447.00
	R017A-5950-100	Rounds - Green Fee - Trade	1,050.00	85.00	0.00	85.00	1,135.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	88.00	36.00	0.00	36.00	124.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	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:	164	\$0.00	\$899,357.39	\$899,357.39	\$0.00



October 20th, 2021

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 September 2021 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING September 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 54,368	\$ 49,927	\$ 4,441		\$ 827,073	\$ 708,381	\$ 709,282	\$ 118,692
Cart Fees	\$ 37,450	\$ 38,445	\$ (995)		\$ 513,459	\$ 489,592	\$ 452,146	\$ 23,867
Range	\$ 3,542	\$ 2,500	\$ 1,042		\$ 47,156	\$ 37,476	\$ 39,203	\$ 9,680
Pro- Shop Revenues	\$ 8,841	\$ 3,790	\$ 5,051		\$ 124,030	\$ 86,425	\$ 99,880	\$ 37,605
City Surcharge R/R	\$ 2,580	\$ 2,100	\$ 480		\$ 37,295	\$ 36,817	\$ 36,052	\$ 478
Total Revenue	\$ 106,781	\$ 96,762	\$ 10,019		\$ 1,549,013	\$ 1,358,691	\$ 1,336,563	\$ 190,322
Cost of Sales	\$ 4,606	\$ 2,013	\$ 2,593	62%	\$ 65,191	\$ 43,538	\$ 50,143	\$ 21,653
Merchandise	\$ 4,606	\$ 2,013	\$ 2,593		\$ 65,191	\$ 43,538	\$ 50,143	\$ 21,653
Gross Margin	\$ 102,175	\$ 94,749	\$ 7,426		\$ 1,483,822	\$ 1,315,153	\$ 1,286,420	\$ 168,669
Total Payroll	\$ 58,915	\$ 63,530	\$ (4,615)		\$ 745,816	\$ 767,370	\$ 753,374	\$ (21,554)
Total Operating Expenses	\$ 67,396	\$ 60,885	\$ 6,511		\$ 609,865	\$ 602,810	\$ 565,461	\$ 7,055
EBITDA	\$ (24,135)	\$ (29,667)	\$ 5,532		\$ 128,143	\$ (55,026)	\$ (32,415)	\$ 183,169
Other Expenses	\$ 6,280	\$ 6,341	\$ (61)		\$ 75,351	\$ 76,086	\$ 73,896	\$ (735)
Management Fee	\$ 6,184	\$ 6,245	\$ (61)		\$ 74,205	\$ 74,940	\$ 72,750	\$ (735)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 96	\$ -		\$ 1,146	\$ 1,146	\$ 1,146	\$ -
Net Cash From Ops	\$ (30,415)	\$ (36,008)	\$ 5,593		\$ 52,792	\$ (131,112)	\$ (106,311)	\$ 183,904
Rounds								
Total Rounds	3,335	3,598	(263)		46,968	45,959	45,373	1,009
Paid Rounds	2,785	2,899	(114)		40,207	38,335	38,737	1,872
Avg. GF/CF Total rounds	\$27.53	\$24.56	\$ 2.97		\$28.54	\$26.07	\$25.60	\$ 2.48
Avg. GF/CF Paid rounds	\$32.97	\$30.48	\$ 2.49		\$33.34	\$31.25	\$29.98	\$ 2.09
Avg. Merchandise/round	\$2.65	\$1.05	\$ 1.60		\$2.64	\$1.88	\$2.20	\$ 0.76

Overview:

- Overall golf revenues for September finished higher by 10% to the projected budget for the month. This was accomplished by offering the “Best in Class” course conditions and customer service. Round totals were slightly lower than budgeted, however the average cost per round increased by \$5.00 from the budgeted amount. Golf Advisor continues to rate the golf course with a 98% referral by its players citing incredible course conditions and the friendliest customer service in the county. The range revenues continue to be higher to the budget & Pro Shop revenues were also much higher to the budget as a result of club and merchandise sales.
- Total payroll for the month was slightly lower to the projected budget as a result of monitoring labor hours. The entire team continues to work diligently to maintain the continuity for our guests and offer the “Best in Class” conditions for all players.
- Our operating expenses finished slightly higher to the budgeted amount due to increased costs from suppliers. We continue to monitor all expenses related to fertilizers, fungicides, mole cricket applications and herbicides needed to maintain the improved course conditions.
- The month of September is the final month in our fiscal year 2020-2021 with yearly revenues being ahead by 14% with over \$1,549,000 generated in revenues. Cypress Head revenues were 16% ahead of the previous 2019-2020 fiscal season. Our EBITDA remains extremely positive for the current year showing a positive \$128,143 versus a projected loss of \$55,026. Pro shop revenues are higher to the budget by 44%; Range revenues are higher by 26%; Payroll is lower by 3% from the projected budget and Expenses were equal to the budget.

R&R Projects:

- There were no projects for the month of September 2021.

Tee Sheet Activity:

- There were 3,335 total rounds for the month which included 2,785 paid rounds, 320 Annual with Cypress Pass member rounds and 230 other rounds. The round type for the month included 2,247 eighteen hole rounds and 995 nine hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

September 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	2785	2899	2309	40207	38737
Annual	320	429	241	4018	3950
Other rounds	230	270	182	2743	2686
Total Rounds	3335	3598	2732	46968	45373

Departmental Summaries:**Course & Grounds**

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head. The golf course conditions have improved tremendously with his guidance and our mindshare comments has confirmed that Cypress Head is the best place to play in Volusia County.
- Expenses for the month were slightly over the projected budget due to increased fertilizer and insecticides costs required to maintain course conditions.
- We continue to top dress the greens on a regular basis to reduce thatch and grain to maintain a quality putting surfaces. During the month the maintenance team did a post-emergent weed control as well as a mole cricket application throughout the golf course.

Golf Shop/Carts

- The golf shop at Cypress Head is continuing to experience some supply issues with products & merchandise from all of our manufacturers including Callaway, Titleist and Footjoy. We fully expect that during the upcoming season, the supply chain issues will be sorted out and materials will become available for the pro shop. There was \$540.00 in gift card sales purchased for the month with \$8,841.00 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.
- The staff at Cypress Head Golf Course continues to offer individual lessons and a series of Golf Get Ready clinics for beginners and intermediate players in September. Cypress Head continues to be involved with a Kemper Sports Player initiative promoting golf for both new and established players.
- The MGA and the WGA have continued their league play but our evening leagues have reduced due to diminishing daylight.

Marketing and Sales:

- Cypress Head was recently awarded the Hometown News “**Best Golf Course in Volusia County**” for 2021. This award is representative of the incredible customer service and course conditions that is offered here at Cypress Head in Port Orange.
- Cypress Head finished the 2021 tournament season by hosting several golf tournaments.
- We continue to see an increase in tournament inquiries and bookings for 2022.
- We are maintaining our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.

- Cypress Head continues 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 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 9/30/2021 7:07 AM MDT

Data current as of: 9/30/2021 7:05 AM MDT

Key: ■ Poor ■ Acceptable ■ Excellent

REPORT CRITERIA

Date of Survey	10/1/20 - 9/1/21
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	90.0	9.4	9.6	8.9	9.7	231
Cypress Head Golf Club	90.0	9.4	9.6	8.9	9.7	231

- Course summary report for the fiscal year 2020-2021 showed an overall rating for the golf course of 9.4, a course rating of 8.9, our service rating is at 9.6 and our Net Promoter score is at 90.
- In addition to the report above, we continue using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



- 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:

- It has been a pleasure working with the Parks & Rec Department for the City of Port Orange. They are an extremely dedicated staff and have been very responsive to resolving any issues that may arise. I look forward to continuing offering the Best Customer Service with the Best Course conditions in Volusia County.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

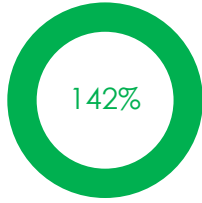
Regional Operating Executive
KemperSports Management

Sales & Marketing Snapshot

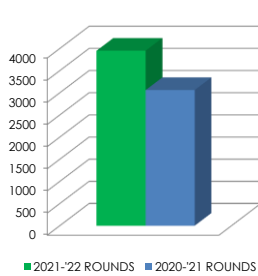
OCTOBER 2021

Report Date: 11/19/21

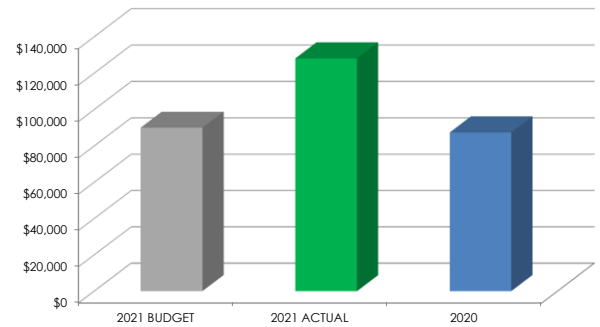
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$89,993
ACTUAL MONTHLY REVENUE	\$128,065
VARIANCE TO BUDGET	\$38,072
PY MONTHLY REVENUE	\$87,387



OCTOBER

2021 -'22 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$72,501
Outings	\$14,000
Merchandise	\$4,814
Payroll Expense	\$64,262
OpEx	\$54,208

2021 -'22 Actuals

REVENUE CLASS	AMOUNT
Total Golf	\$111,022
Outings	\$16,187
Merchandise	\$9,602
Payroll Expense	\$68,143
OpEx	\$53,789

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$75,980
Outings	\$10,265
Merchandise	\$6,087
Payroll Expense	\$59,356
OpEx	\$44,824

2021-'22 ROUNDS
3950
2020-'21 ROUNDS
3061

OCTOBER ACTION ITEMS / STRATEGIES / COMMENTS

- * Revenues increased by 42% over the previous October 2020
- * Increase of over 900 rounds for the month due to incredible course conditions and customer service
- * Group clinics hosted for both Beginners and advanced players
- * Hosted multiple Charitable events for local community including the South Daytona Mayor's Event
- *
- *
- *

CYPRESS PASS SALES

Category	2022 PASSES	2021 PASSES
Legacy Single	16	17
Legacy Double	5	9
Cypress Single	11	8
Cypress Double	2	2
Trail Fees	47	50
Founders	1	1
TOTAL PASSES	82	87
TOTAL REVENUE	\$138,845	\$140,299

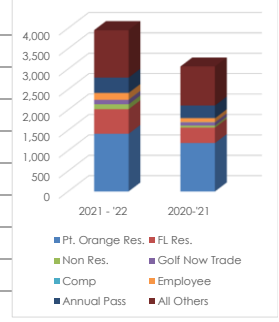
WEATHER INFORMATION

PLAYABLE DAYS	
2020	2021
26	29
PRECIPITATION IN INCHES	
2020	2021
3.2	2.3

ROUNDS SEGMENTATION

SEGMENT	2021 - '22	2020-'21
Pt. Orange Res.	1,410	1,185
FL Res.	604	377
Non Res.	119	50
Golf Now Trade	109	79
Comp	5	3
Employee	166	99
Annual Pass	375	313
All Others	1,162	955
TOTAL	3,950	3,061

Rounds by Segment



TRUE REVIEW SUMMARY



2021 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.7	9.8	9.3	9.9	100.0	26
2020 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
8.9	9.6	7.9	9.4	83.3	24

The Golf Club at Cypress Head													
For the Month Ending October 31, 2021													
	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21
REVENUES													
Green Fees & Cart Fees	75,979.77	85,818.30	105,860.59	136,637.86	133,308.83	165,639.35	143,131.74	138,027.00	87,672.28	96,409.14	77,229.74	91,818.24	111,022.18
Merchandise	5,399.26	6,383.41	11,547.34	9,386.28	6,908.60	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96	6,600.09	7,376.28	7,783.55
Other Pro Shop	688.00	410.00	1,156.00	2,281.00	4,743.00	1,690.00	1,446.00	1,130.00	2,877.00	3,599.00	908.00	1,464.91	1,818.00
Range	2,893.32	2,694.98	4,358.78	4,704.70	4,023.23	5,075.06	4,847.58	4,778.02	3,565.42	3,565.42	3,126.44	3,541.92	4,310.84
Other Operating Revenues	2,396.53	2,469.38	3,062.05	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,923.87	2,296.89	2,579.83	3,130.20
TOTAL REVENUE	87,356.88	97,776.07	126,023.76	159,732.92	152,326.77	188,332.79	165,162.08	156,513.08	104,997.84	113,849.39	90,161.16	106,781.16	128,064.77
COST OF SALES													
Merchandise	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.19
TOTAL COGS	3,272.26	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.19
COGS - Merchandise %	60.6%	66.3%	67.6%	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%	62.4%	60.7%
PAYROLL													
Course and Grounds	30,814.43	30,037.93	32,730.71	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,524.13	30,532.23	32,618.04	32,426.99	33,590.91
Carts, Range, Starters, Etc.	6,324.67	5,574.37	6,412.85	7,161.82	7,006.60	8,589.20	7,652.25	8,319.07	7,602.29	8,791.38	6,508.97	7,127.41	8,162.02
Pro Shop	5,008.13	4,989.96	5,239.19	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	9,167.24	6,333.96	6,321.24	7,711.88
General and Administrative	13,117.81	12,679.37	12,928.33	12,740.89	12,713.14	13,263.61	12,695.50	13,165.87	11,925.20	13,897.70	13,295.23	11,687.50	13,460.46
Marketing	4,090.67	4,237.66	4,761.98	3,956.48	4,650.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69	4,563.00	1,512.26	4,217.61
TOTAL PAYROLL	59,355.71	57,519.29	62,073.06	62,882.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20	59,075.40	68,142.88
OPERATING EXPENSES													
Course and Grounds	16,445.07	17,150.04	20,120.85	20,264.49	30,668.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33	25,243.86	43,314.94	28,680.14
Carts, Range, Starters, Etc.	8,684.43	6,765.18	4,216.83	5,975.01	6,898.29	8,167.60	8,308.22	5,892.53	6,168.74	5,995.61	6,670.57	4,742.95	5,371.44
Pro Shop	168.01	12.23	1,053.49	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87	2,752.98	2,197.58	165.56
General and Administrative	17,144.45	19,897.28	20,907.83	19,361.87	16,713.09	17,871.46	19,297.70	20,308.43	18,456.65	18,314.96	17,572.55	25,081.06	18,313.44
Marketing	2,382.27	1,060.84	351.36	824.77	1,051.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59	236.94	1,082.25	1,278.61
TOTAL OPERATING EXPENSE	44,824.23	44,885.57	46,650.36	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.36	52,478.90	76,408.78	53,789.19
TOTAL EXPENSES	107,452.20	106,635.21	116,527.03	115,337.79	126,298.62	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35	119,925.70	140,090.20	126,659.26
EBITDA	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(33,309.02)	1,405.51

The Golf Club at Cypress Head													
For the Month Ending October 31, 2021													
	10/31/20	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21
EBITDA	(20,095.32)	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(33,309.02)	1,405.51
MANAGEMENT FEES	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,307.46)
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
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
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
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
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
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
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)
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
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
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
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
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
TOTAL OTHER INCOME (EXPE	(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)
NET INCOME	(26,374.63)	(15,138.45)	3,217.42	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)	(36,043.85)	(39,588.33)	(4,997.48)
Paid Rounds	2,567.00	2,661.00	3,221.00	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00	2,785.00	3,295.00
Annual Pass Rounds	313.00	273.00	357.00	397.00	327.00	396.00	372.00	361.00	317.00	311.00	274.00	320.00	375.00
Other Rounds	181.00	184.00	238.00	250.00	228.00	267.00	234.00	256.00	228.00	241.00	206.00	230.00	280.00
Total Rounds	3,061.00	3,118.00	3,816.00	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00	2,933.00	3,335.00	3,950.00
Revenue/Paid Rounds	34.03	36.74	38.13	39.80	42.18	39.87	39.72	38.79	36.53	36.67	36.76	36.34	38.87
Revenue/Total Rounds	28.54	31.36	33.03	34.28	36.56	34.96	34.67	33.64	30.71	31.13	30.74	32.02	32.42
	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

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended October 31, 2021

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	1,406	0	0	0	0	0	0	0	0	0	0	0
Management Fee Expense	(6,307)	0	0	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	0	0	0	0	0	0	0	0	0	0	0
Net Income	(4,997)	0	0	0	0	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(7,684)	0	0	0	0	0	0	0	0	0	0	0
Receivables	168,611	0	0	0	0	0	0	0	0	0	0	0
Prepaid Expenses	3,667	0	0	0	0	0	0	0	0	0	0	0
Payables	(5,285)	0	0	0	0	0	0	0	0	0	0	0
Accrued Expenses	(27,029)	0	0	0	0	0	0	0	0	0	0	0
Deferred Revenues	(49,701)	0	0	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	96	0	0	0	0	0	0	0	0	0	0	0
Operating Cash Flow	77,676	0	0	0	0	0	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	77,676	0	0	0	0	0	0	0	0	0	0	0
Beginning Cash	95,772	173,448	187,154	187,154	187,154	187,154	187,154	187,154	187,154	187,154	187,154	187,154
Net Cash Flows	77,676	0	0	0	0	0	0	0	0	0	0	0
Ending Cash	173,448	173,448	187,154	187,154	187,154	187,154	187,154	187,154	187,154	187,154	187,154	187,154

The Golf Club at Cypress Head
For the Month Ending October 31, 2021

	<u>10/31/21</u>	<u>09/30/21</u>	<u>10/31/20</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	143,524	65,792	61,875
Cash - Payroll	28,574	28,630	27,365
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>173,448</u>	<u>95,772</u>	<u>90,590</u>
Accounts Receivable			
A/R Member	6,055	174,666	1,100
Total Accounts Receivable	<u>6,055</u>	<u>174,666</u>	<u>1,100</u>
Other Current Assets			
Inventory - Merchandise	24,717	17,032	21,274
Prepaid Insurance	24,322	30,451	20,623
Prepaid Exp - Other	20,687	18,224	16,660
Total Other Current Assets	<u>69,725</u>	<u>65,707</u>	<u>58,557</u>
TOTAL CURRENT ASSETS	<u>249,228</u>	<u>336,145</u>	<u>150,246</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	(30,064)	(29,968)	(28,917)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>6,084</u>	<u>6,180</u>	<u>7,230</u>
TOTAL ASSETS	<u><u>255,312</u></u>	<u><u>342,325</u></u>	<u><u>157,477</u></u>

The Golf Club at Cypress Head
For the Month Ending October 31, 2021

	<u>10/31/21</u>	<u>09/30/21</u>	<u>10/31/20</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	43,078	48,363	26,474
Accts Pay - Other	(43,211)	(43,211)	(55,202)
Accrued Expenses	5,311	12,026	13,010
Accrued Payroll	22,429	42,024	23,073
Accrued Taxes	15,551	6,072	3,739
Accrued Interest	337	10,535	0
Deferred Revenue	173,198	222,898	172,755
TOTAL CURRENT LIABILITIES	<u>216,692</u>	<u>298,707</u>	<u>183,851</u>
 TOTAL LIABILITIES	 <u>216,692</u>	 <u>298,707</u>	 <u>183,851</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>38,621</u>	<u>43,618</u>	<u>(26,374)</u>
Net Retained Earnings	<u>38,621</u>	<u>43,618</u>	<u>(26,374)</u>
Stockholders Equity	<u>38,621</u>	<u>43,618</u>	<u>(26,374)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>38,621</u>	<u>43,618</u>	<u>(26,374)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>255,312</u></u>	 <u><u>342,325</u></u>	 <u><u>157,477</u></u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Month Ending October 31, 2021

	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	75,980	75,980	1,340,533	6%	111,022	111,022	1,259,492	9%
Merchandise	5,399	5,399	101,829	5%	7,784	7,784	90,550	9%
Other Pro Shop	688	688	22,201	3%	1,818	1,818	19,063	10%
Range	2,893	2,893	47,156	6%	4,311	4,311	44,300	10%
Other Operating Revenues	2,397	2,397	37,295	6%	3,130	3,130	36,122	9%
TOTAL REVENUE	87,357	87,357	1,549,014	6%	128,065	128,065	1,449,526	9%
COST OF SALES								
Merchandise	3,272	3,272	65,191	5%	4,727	4,727	55,236	9%
TOTAL COGS	3,272	3,272	65,191	5%	4,727	4,727	55,236	9%
COGS - Merchandise %	60.6%	60.6%	64.0%	94.7%	60.7%	60.7%	61.0%	99.6%
PAYROLL								
Course and Grounds	30,814	30,814	375,742	8%	33,591	33,591	416,997	8%
Carts, Range, Starters, Etc.	6,325	6,325	87,171	7%	9,162	9,162	98,064	9%
Pro Shop	5,008	5,008	77,058	6%	7,712	7,712	85,253	9%
General and Administrative	13,118	13,118	154,130	9%	13,460	13,460	160,946	8%
Marketing	4,091	4,091	51,875	8%	4,218	4,218	48,841	9%
TOTAL PAYROLL	59,356	59,356	745,976	8%	68,143	68,143	810,100	8%
OPERATING EXPENSES								
Course and Grounds	16,445	16,445	279,353	6%	28,660	28,660	264,162	11%
Carts, Range, Starters, Etc.	8,684	8,684	78,486	11%	5,371	5,371	88,006	6%
Pro Shop	168	168	12,040	1%	166	166	7,085	2%
General and Administrative	17,144	17,144	230,937	7%	18,313	18,313	227,125	8%
Marketing	2,382	2,382	18,061	13%	1,279	1,279	23,190	6%
TOTAL OPERATING EXPENSES	44,824	44,824	618,878	7%	53,789	53,789	609,568	9%
TOTAL EXPENSES	107,452	107,452	1,430,045	8%	126,659	126,659	1,474,903	9%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,184)	(6,184)	(74,205)	8%	(6,307)	(6,307)	(76,432)	8%
Depreciation & Amortization	(96)	(96)	(1,146)	8%	(96)	(96)	(1,140)	8%
TOTAL OTHER INCOME (EXPENSE)	(6,279)	(6,279)	(75,352)	8%	(6,403)	(6,403)	(77,572)	8%
NET INCOME	(26,375)	(26,375)	43,618	-60%	(4,997)	(4,997)	(102,949)	5%
=====								
Paid Rounds	2,567	2,567			3,295	3,295	38,335	
Annual Pass Rounds	313	313			375	375	4,868	
Other Rounds	181	181			280	280	2,756	
Total Rounds	3,061	3,061			3,950	3,950	45,959	
Revenue/Paid Rounds	34	34			39	39	0	
Revenue/Total Rounds	29	29			32	32	0	

**The Golf Club at Cypress Head
Course Cash Flow Report
October 31, 2021**

	<u>October</u>	<u>YTD</u>
EBITDA	\$1,405.51	\$1,405.51
Management Fee Expense	(6,307.46)	(6,307.46)
Depreciation & Amortization	(95.53)	(95.53)
Net Income	(4,997.48)	(4,997.48)
Working Capital Changes		
Inventory	(7,684.45)	(7,684.45)
Receivables	168,610.88	168,610.88
Payables	(5,284.84)	(5,284.84)
Prepays	3,666.59	3,666.59
Accrued Liabilities	(27,029.43)	(27,029.43)
Other Liabilities	(49,700.71)	(49,700.71)
Depreciation & Amortization	95.53	95.53
Operating Cash Flow	77,676.09	77,676.09
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>77,676.09</u>	<u>77,676.09</u>
Beginning Cash	95,772.14	95,772.14
Net Cash Flows	<u>77,676.09</u>	<u>77,676.09</u>
Ending Cash	<u>173,448.23</u>	<u>173,448.23</u>

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2021

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												
67,828	47,280	143%	45,235	150%	Green Fees	67,828	47,280	143%	45,235	150%	762,266	849,667
43,194	31,278	138%	30,745	140%	Cart Fee	43,194	31,278	138%	30,745	140%	497,226	525,909
20	0	0%	0	0%	Handicap Fee	20	0	0%	0	0%	4,849	4,603
1,418	558	254%	558	254%	Lessons	1,418	558	254%	558	254%	11,764	15,528
380	130	292%	130	292%	Rental Clubs	380	130	292%	130	292%	2,450	3,200
7,784	5,450	143%	5,399	144%	Retail	7,784	5,450	143%	5,399	144%	90,550	104,213
4,311	2,900	149%	2,893	149%	Range	4,311	2,900	149%	2,893	149%	44,300	48,574
3,130	2,397	131%	2,397	131%	City Surcharge R & R	3,130	2,397	131%	2,397	131%	36,122	38,029
128,065	89,993	142%	87,357	147%	Total Revenues	128,065	89,993	142%	87,357	147%	1,449,526	1,589,722
COST OF GOODS SOLD												
4,727	3,325	142%	3,272	144%	COGS - Merchandise	4,727	3,325	142%	3,272	144%	55,236	66,646
4,727	3,325	142%	3,272	144%	Total COGS	4,727	3,325	142%	3,272	144%	55,236	66,646
123,338	86,668	142%	84,085	147%	GROSS MARGIN	123,338	86,668	142%	84,085	147%	1,394,291	1,523,076
60.73%	61.00%	99.56%	60.61%	100.21%	COGS - Merchandise %	60.73%	61.00%	99.56%	60.61%	100.21%	61.00%	764.67%
PAYROLL												
23,522	23,509	100%	22,470	105%	Gross Payroll - Salaried	23,522	23,509	100%	22,470	105%	290,959	276,716
33,335	33,053	101%	27,712	120%	Gross Payroll - Hourly	33,335	33,053	101%	27,712	120%	395,936	359,070
56,857	56,562	101%	50,183	113%	S/T Wages	56,857	56,562	101%	50,183	113%	686,895	635,786
4,226	4,327	98%	3,893	109%	Payroll Tax - FICA	4,226	4,327	98%	3,893	109%	52,547	47,363
128	91	141%	74	172%	Payroll Tax - UC	128	91	141%	74	172%	2,324	2,790
1,031	1,097	94%	890	116%	Payroll Tax - WC	1,031	1,097	94%	890	116%	13,718	12,419
5,901	4,472	132%	4,316	137%	Benefits	5,901	4,472	132%	4,316	137%	54,616	56,406
11,286	9,987	113%	9,173	123%	S/T Adders	11,286	9,987	113%	9,173	123%	123,205	118,978
68,143	66,549	102%	59,356	115%	TOTAL PAYROLL	68,143	66,549	102%	59,356	115%	810,100	754,763
OPERATING EXPENSES												
76	75	101%	20	387%	Cart Supplies	76	75	101%	20	387%	1,750	1,570
498	700	71%	658	76%	Chemicals	498	700	71%	658	76%	4,990	5,004
0	0	0%	8	0%	Course Accessories	0	0	0%	8	0%	1,320	2,764
6,592	1,600	412%	1,651	399%	Fertilizer	6,592	1,600	412%	1,651	399%	53,050	58,550
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	900	873
3,151	600	525%	577	546%	Fuel	3,151	600	525%	577	546%	10,120	14,170
0	300	0%	306	0%	Fungicides	0	300	0%	306	0%	4,300	1,280
1,326	300	442%	300	442%	Herbicides	1,326	300	442%	300	442%	23,600	20,466
400	0	0%	0	0%	Insecticides	400	0	0%	0	0%	6,000	11,691
1,581	1,000	158%	927	171%	Janitorial Supplies	1,581	1,000	158%	927	171%	6,550	7,764
160	0	0%	23	708%	Laundry/Uniforms	160	0	0%	23	708%	1,550	1,158
129	300	43%	330	39%	Office Supplies	129	300	43%	330	39%	3,515	3,213
0	1,350	0%	1,350	0%	Range Balls	0	1,350	0%	1,350	0%	2,700	1,304
0	660	0%	660	0%	Range Equipment	0	660	0%	660	0%	1,360	2,536
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	300	854
0	0	0%	0	0%	Sand/Topdress	0	0	0%	0	0%	10,700	10,626
4,320	3,400	127%	3,415	127%	Seeds/Trees	4,320	3,400	127%	3,415	127%	9,400	9,080
263	0	0%	0	0%	Small Tools	263	0	0%	0	0%	2,810	3,764
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	600	4,216
59	40	148%	35	169%	Tournament Expense	59	40	148%	35	169%	180	130
119	229	52%	229	52%	Alarm System	119	229	52%	229	52%	2,748	1,280
128	75	170%	0	0%	Cart Repairs	128	75	170%	0	0%	900	1,469
160	150	107%	145	110%	Computer Service	160	150	107%	145	110%	1,490	2,185
0	812	0%	812	0%	Contract Cleaning	0	812	0%	812	0%	9,744	8,120
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	81
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,630	4,660
1,053	780	135%	777	135%	Irrigation	1,053	780	135%	777	135%	13,330	13,050
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	0	0%	0	0%	Repair & Maint - Paths	0	0	0%	0	0%	3,000	0
1,320	1,000	132%	1,035	128%	Repair & Maint - Equipment	1,320	1,000	132%	1,035	128%	17,550	19,682
236	325	73%	326	72%	Repair & Maint - Building	236	325	73%	326	72%	10,230	9,818
4,216	4,974	85%	5,823	72%	Cart Lease	4,216	4,974	85%	5,823	72%	69,496	55,805
7,499	5,721	131%	6,462	116%	Equipment Lease	7,499	5,721	131%	6,462	116%	68,652	84,199
176	176	100%	176	100%	Off-Site Storage	176	176	100%	176	100%	2,112	2,112
1,202	1,100	109%	1,041	116%	Utilities - Electric	1,202	1,100	109%	1,041	116%	13,600	14,142
3,793	2,450	155%	2,439	156%	Utilities - Other	3,793	2,450	155%	2,439	156%	38,350	42,077
191	150	127%	133	144%	Utilities - Telephone/Fax	191	150	127%	133	144%	1,800	2,426
252	200	126%	196	128%	Utilities - Water	252	200	126%	196	128%	2,450	2,657
1,279	3,400	38%	2,382	54%	Advertising & Promotion	1,279	3,400	38%	2,382	54%	23,190	16,558
391	350	112%	355	110%	Bank Charges	391	350	112%	355	110%	4,375	4,861
43	0	0%	(8)	-506%	Cash Short/(Over)	43	0	0%	(8)	-506%	0	(226)
200	200	100%	200	100%	Cell Phone	200	200	100%	200	100%	2,400	2,400
3,130	2,397	131%	2,397	131%	City Surcharge R & R	3,130	2,397	131%	2,397	131%	36,136	38,029

The Golf Club at Cypress Head
Summary of All Units
For the Month Ending October 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
2,279	3,400	67%	3,399	67%	Credit Card Discounts	2,279	3,400	67%	3,399	67%	29,160	31,894
0	0	0%	0	0%	Donations	0	0	0%	0	0%	700	711
180	200	90%	180	100%	Dues & Subscriptions	180	200	90%	180	100%	1,600	1,567
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	400	550
50	150	33%	207	24%	Employee Relations	50	150	33%	207	24%	2,750	2,016
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	0	29
6,130	6,150	100%	5,312	115%	Insurance Expense	6,130	6,150	100%	5,312	115%	73,800	66,735
0	10	0%	0	0%	Member Relations	0	10	0%	0	0%	120	536
0	0	0%	0	0%	O/S - Accounting	0	0	0%	0	0%	13,250	15,250
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	9,880
320	320	100%	322	100%	Payroll Processing Fee	320	320	100%	322	100%	4,050	4,483
126	200	63%	222	57%	Postage/Shipping	126	200	63%	222	57%	1,650	2,174
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(30)	0	0%	(30)	100%	700	(35)
232	30	773%	32	720%	Travel - Meals	232	30	773%	32	720%	360	836
564	200	282%	0	0%	Travel - Other	564	200	282%	0	0%	2,400	2,837
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	17
53,789	45,474	118%	44,824	120%	TOTAL OPERATING EXPENSES	53,789	45,474	118%	44,824	120%	609,568	627,843
1,406	(25,355)	-6%	(20,095)	-7%	EBITDA	1,406	(25,355)	-6%	(20,095)	-7%	(25,377)	140,470
6,307	6,369	99%	6,184	102%	Management Fee	6,307	6,369	99%	6,184	102%	76,432	74,329
6,307	6,369	99%	6,184	102%	Management Fees	6,307	6,369	99%	6,184	102%	76,432	74,329
23	72	32%	23	100%	Deprec - Mach & Equip	23	72	32%	23	100%	864	277
72	23	315%	72	100%	Deprec - Buildings	72	23	315%	72	100%	276	869
96	95	101%	96	100%	S/T DEPR. & AMORT	96	95	101%	96	100%	1,140	1,146
(4,997)	(31,819)	16%	(26,375)	19%	NET INCOME	(4,997)	(31,819)	16%	(26,375)	19%	(102,949)	64,995

The Golf Club at Cypress Head
Course & Grounds
For the Month Ending October 31, 2021

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												
67,828	47,280	143%	45,235	150%	Green Fees	67,828	47,280	143%	45,235	150%	762,266	849,667
3,130	2,397	131%	2,397	131%	City Surcharge R & R	3,130	2,397	131%	2,397	131%	36,122	38,029
70,959	49,677	143%	47,632	149%	Total Revenues	70,959	49,677	143%	47,632	149%	798,387	887,696
70,959	49,677	143%	47,632	149%	GROSS MARGIN	70,959	49,677	143%	47,632	149%	798,387	887,696
PAYROLL												
9,719	9,510	102%	9,045	107%	Gross Payroll - Salaried	9,719	9,510	102%	9,045	107%	121,374	113,697
18,605	19,457	96%	17,838	104%	Gross Payroll - Hourly	18,605	19,457	96%	17,838	104%	235,858	212,542
28,323	28,967	98%	26,883	105%	S/T Wages	28,323	28,967	98%	26,883	105%	357,232	326,238
2,084	2,216	94%	2,070	101%	Payroll Tax - FICA	2,084	2,216	94%	2,070	101%	27,328	24,123
28	0	0%	36	76%	Payroll Tax - UC	28	0	0%	36	76%	910	1,614
519	562	92%	475	109%	Payroll Tax - WC	519	562	92%	475	109%	7,135	6,292
2,637	1,994	132%	1,349	195%	Benefits	2,637	1,994	132%	1,349	195%	24,392	20,251
5,268	4,772	110%	3,931	134%	S/T Adders	5,268	4,772	110%	3,931	134%	59,765	52,280
33,591	33,739	100%	30,814	109%	TOTAL PAYROLL	33,591	33,739	100%	30,814	109%	416,997	378,519
OPERATING EXPENSES												
498	700	71%	658	76%	Chemicals	498	700	71%	658	76%	4,990	5,004
0	0	0%	8	0%	Course Accessories	0	0	0%	8	0%	1,320	2,764
6,592	1,600	412%	1,651	399%	Fertilizer	6,592	1,600	412%	1,651	399%	53,050	58,550
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	900	873
3,151	600	525%	577	546%	Fuel	3,151	600	525%	577	546%	10,120	14,170
0	300	0%	306	0%	Fungicides	0	300	0%	306	0%	4,300	1,280
1,326	300	442%	300	442%	Herbicides	1,326	300	442%	300	442%	23,600	20,466
400	0	0%	0	0%	Insecticides	400	0	0%	0	0%	6,000	11,691
0	0	0%	0	0%	Sand/Topdress	0	0	0%	0	0%	10,700	10,626
4,320	3,400	127%	3,415	127%	Seeds/Trees	4,320	3,400	127%	3,415	127%	9,400	9,080
263	0	0%	0	0%	Small Tools	263	0	0%	0	0%	2,810	3,764
1,053	780	135%	777	135%	Irrigation	1,053	780	135%	777	135%	13,330	13,050
0	0	0%	0	0%	Repair & Maint - Paths	0	0	0%	0	0%	3,000	0
1,320	1,000	132%	1,035	128%	Repair & Maint - Equipment	1,320	1,000	132%	1,035	128%	17,250	18,560
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	4,940	1,250
7,499	5,721	131%	6,462	116%	Equipment Lease	7,499	5,721	131%	6,462	116%	68,652	84,199
250	200	125%	209	120%	Utilities - Electric	250	200	125%	209	120%	2,400	2,575
1,738	800	217%	798	218%	Utilities - Other	1,738	800	217%	798	218%	17,100	20,424
252	200	126%	196	128%	Utilities - Water	252	200	126%	196	128%	2,450	2,657
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	400	550
0	50	0%	52	0%	Employee Relations	0	50	0%	52	0%	750	(122)
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	0	29
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	9,880
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	700	250
28,660	15,651	183%	16,445	174%	TOTAL OPERATING EXPENSES	28,660	15,651	183%	16,445	174%	264,162	291,568
8,708	287	3037%	372	2339%	EBITDA	8,708	287	3037%	372	2339%	117,229	217,609
8,708	287	3037%	372	2339%	NET INCOME	8,708	287	3037%	372	2339%	117,229	217,609

The Golf Club at Cypress Head
Carts
For the Month Ending October 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
43,194	31,278	138%	30,745	140%	REVENUES	43,194	31,278	138%	30,745	140%	497,226	525,909
43,194	31,278	138%	30,745	140%	Cart Fee	43,194	31,278	138%	30,745	140%	497,226	525,909
43,194	31,278	138%	30,745	140%	Total Revenues	43,194	31,278	138%	30,745	140%	497,226	525,909
					GROSS MARGIN							
8,260	7,529	110%	5,740	144%	PAYROLL	8,260	7,529	110%	5,740	144%	88,643	80,516
8,260	7,529	110%	5,740	144%	Gross Payroll - Hourly	8,260	7,529	110%	5,740	144%	88,643	80,516
					S/T Wages							
676	576	117%	451	150%	Payroll Tax - FICA	676	576	117%	451	150%	6,781	6,494
83	75	110%	38	220%	Payroll Tax - UC	83	75	110%	38	220%	804	1,446
143	146	98%	95	150%	Payroll Tax - WC	143	146	98%	95	150%	1,770	1,553
0	6	0%	0	0%	Benefits	0	6	0%	0	0%	65	0
902	803	112%	584	154%	S/T Adders	902	803	112%	584	154%	9,421	9,492
9,162	8,331	110%	6,325	145%	TOTAL PAYROLL	9,162	8,331	110%	6,325	145%	98,064	90,008
					OPERATING EXPENSES							
76	75	101%	20	387%	Cart Supplies	76	75	101%	20	387%	1,750	1,570
128	75	170%	0	0%	Cart Repairs	128	75	170%	0	0%	900	1,469
4,216	4,974	85%	5,823	72%	Cart Lease	4,216	4,974	85%	5,823	72%	69,496	55,805
953	900	106%	832	114%	Utilities - Electric	953	900	106%	832	114%	11,200	11,567
5,371	6,024	89%	6,675	80%	TOTAL OPERATING EXPENSES	5,371	6,024	89%	6,675	80%	83,346	70,410
28,660	16,923	169%	17,745	162%	EBITDA	28,660	16,923	169%	17,745	162%	315,816	365,490
28,660	16,923	169%	17,745	162%	NET INCOME	28,660	16,923	169%	17,745	162%	315,816	365,490

The Golf Club at Cypress Head
Range
For the Month Ending October 31, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
4,311	2,900	149%	2,893	149%	REVENUES	4,311	2,900	149%	2,893	149%	44,300	48,574
4,311	2,900	149%	2,893	149%	Range	4,311	2,900	149%	2,893	149%	44,300	48,574
4,311	2,900	149%	2,893	149%	Total Revenues	4,311	2,900	149%	2,893	149%	44,300	48,574
4,311	2,900	149%	2,893	149%	GROSS MARGIN	4,311	2,900	149%	2,893	149%	44,300	48,574
0	1,350	0%	1,350	0%	OPERATING EXPENSES	0	1,350	0%	1,350	0%	2,700	1,304
0	660	0%	660	0%	Range Balls	0	660	0%	660	0%	1,360	2,536
0	0	0%	0	0%	Range Equipment	0	0	0%	0	0%	300	854
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	300	69
0	2,010	0%	2,010	0%	Repair & Maint - Equipment	0	2,010	0%	2,010	0%	4,660	4,763
4,311	890	484%	884	488%	TOTAL OPERATING EXPENSES	4,311	890	484%	884	488%	39,640	43,811
4,311	890	484%	884	488%	EBITDA	4,311	890	484%	884	488%	39,640	43,811
4,311	890	484%	884	488%	NET INCOME	4,311	890	484%	884	488%	39,640	43,811

The Golf Club at Cypress Head
Golf Shop
For the Month Ending October 31, 2021

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												
20	0	0%	0	0%	Handicap Fee	20	0	0%	0	0%	4,849	4,603
1,418	558	254%	558	254%	Lessons	1,418	558	254%	558	254%	11,764	15,528
380	130	292%	130	292%	Rental Clubs	380	130	292%	130	292%	2,450	3,200
7,784	5,450	143%	5,399	144%	Retail	7,784	5,450	143%	5,399	144%	90,550	104,213
9,602	6,138	156%	6,087	158%	Total Revenues	9,602	6,138	156%	6,087	158%	109,613	127,544
COST OF GOODS SOLD												
4,727	3,325	142%	3,272	144%	COGS - Merchandise	4,727	3,325	142%	3,272	144%	55,236	66,646
4,727	3,325	142%	3,272	144%	Total COGS	4,727	3,325	142%	3,272	144%	55,236	66,646
4,874	2,814	173%	2,815	173%	GROSS MARGIN	4,874	2,814	173%	2,815	173%	54,378	60,898
60.73%	61.00%	99.56%	60.61%	100.21%	COGS - Merchandise %	60.73%	61.00%	99.56%	60.61%	100.21%	61.00%	764.67%
PAYROLL												
6,470	6,067	107%	4,074	159%	Gross Payroll - Hourly	6,470	6,067	107%	4,074	159%	71,436	66,172
6,470	6,067	107%	4,074	159%	S/T Wages	6,470	6,067	107%	4,074	159%	71,436	66,172
501	464	108%	310	162%	Payroll Tax - FICA	501	464	108%	310	162%	5,465	5,062
17	11	150%	0	0%	Payroll Tax - UC	17	11	150%	0	0%	350	635
122	118	104%	77	158%	Payroll Tax - WC	122	118	104%	77	158%	1,426	1,311
602	539	112%	547	110%	Benefits	602	539	112%	547	110%	6,576	6,581
1,242	1,132	110%	934	133%	S/T Adders	1,242	1,132	110%	934	133%	13,817	13,589
7,712	7,199	107%	5,008	154%	TOTAL PAYROLL	7,712	7,199	107%	5,008	154%	85,253	79,762
OPERATING EXPENSES												
10	50	19%	60	16%	Office Supplies	10	50	19%	60	16%	750	973
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	600	4,216
59	40	148%	35	169%	Tournament Expense	59	40	148%	35	169%	180	130
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,630	4,660
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
97	75	129%	73	133%	Repair & Maint - Building	97	75	129%	73	133%	175	290
166	165	100%	168	99%	TOTAL OPERATING EXPENSES	166	165	100%	168	99%	7,085	12,037
(3,003)	(4,551)	66%	(2,361)	127%	EBITDA	(3,003)	(4,551)	66%	(2,361)	127%	(37,960)	(30,901)
(3,003)	(4,551)	66%	(2,361)	127%	NET INCOME	(3,003)	(4,551)	66%	(2,361)	127%	(37,960)	(30,901)

The Golf Club at Cypress Head
G & A
For the Month Ending October 31, 2021

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												
10,488	10,345	101%	10,228	103%	Gross Payroll - Salaried	10,488	10,345	101%	10,228	103%	125,150	121,561
0	0	0%	60	0%	Gross Payroll - Hourly	0	0	0%	60	0%	0	(160)
10,488	10,345	101%	10,288	102%	S/T Wages	10,488	10,345	101%	10,288	102%	125,150	121,401
725	791	92%	792	91%	Payroll Tax - FICA	725	791	92%	792	91%	9,574	8,563
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	0	0%	140	(776)
186	201	93%	181	103%	Payroll Tax - WC	186	201	93%	181	103%	2,499	2,407
2,061	1,934	107%	1,857	111%	Benefits	2,061	1,934	107%	1,857	111%	23,583	22,878
2,973	2,926	102%	2,830	105%	S/T Adders	2,973	2,926	102%	2,830	105%	35,796	33,072
13,460	13,271	101%	13,118	103%	TOTAL PAYROLL	13,460	13,271	101%	13,118	103%	160,946	154,473
OPERATING EXPENSES												
1,581	1,000	158%	927	171%	Janitorial Supplies	1,581	1,000	158%	927	171%	6,550	7,764
160	0	0%	23	708%	Laundry/Uniforms	160	0	0%	23	708%	1,550	1,158
119	250	48%	270	44%	Office Supplies	119	250	48%	270	44%	2,765	2,240
119	229	52%	229	52%	Alarm System	119	229	52%	229	52%	2,748	1,280
160	150	107%	145	110%	Computer Service	160	150	107%	145	110%	1,490	2,185
0	812	0%	812	0%	Contract Cleaning	0	812	0%	812	0%	9,744	8,120
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	81
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	0	0%	0	1,053
139	250	56%	254	55%	Repair & Maint - Building	139	250	56%	254	55%	5,115	8,278
176	176	100%	176	100%	Off-Site Storage	176	176	100%	176	100%	2,112	2,112
2,054	1,650	125%	1,641	125%	Utilities - Other	2,054	1,650	125%	1,641	125%	21,250	21,653
191	150	127%	133	144%	Utilities - Telephone/Fax	191	150	127%	133	144%	1,800	2,426
391	350	112%	355	110%	Bank Charges	391	350	112%	355	110%	4,375	4,661
43	0	0%	(8)	-506%	Cash Short/(Over)	43	0	0%	(8)	-506%	0	(226)
200	200	100%	200	100%	Cell Phone	200	200	100%	200	100%	2,400	2,400
3,130	2,397	131%	2,397	131%	City Surcharge R & R	3,130	2,397	131%	2,397	131%	36,136	38,029
2,279	3,400	67%	3,399	67%	Credit Card Discounts	2,279	3,400	67%	3,399	67%	29,160	31,894
0	0	0%	0	0%	Donations	0	0	0%	0	0%	700	711
180	200	90%	180	100%	Dues & Subscriptions	180	200	90%	180	100%	1,600	1,567
50	100	50%	155	32%	Employee Relations	50	100	50%	155	32%	2,000	2,138
6,130	6,150	100%	5,312	115%	Insurance Expense	6,130	6,150	100%	5,312	115%	73,800	66,735
0	10	0%	0	0%	Member Relations	0	10	0%	0	0%	120	536
0	0	0%	0	0%	O/S - Accounting	0	0	0%	0	0%	13,250	15,250
320	320	100%	322	100%	Payroll Processing Fee	320	320	100%	322	100%	4,050	4,483
126	200	63%	222	57%	Postage/Shipping	126	200	63%	222	57%	1,650	2,174
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(30)	0	0%	(30)	100%	0	(285)
232	30	773%	32	720%	Travel - Meals	232	30	773%	32	720%	360	836
564	200	282%	0	0%	Travel - Other	564	200	282%	0	0%	2,400	2,837
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	17
18,313	18,224	100%	17,144	107%	TOTAL OPERATING EXPENSES	18,313	18,224	100%	17,144	107%	227,125	232,106
(31,774)	(31,494)	101%	(30,262)	105%	EBITDA	(31,774)	(31,494)	101%	(30,262)	105%	(388,071)	(386,579)
6,307	6,369	99%	6,184	102%	Management Fee	6,307	6,369	99%	6,184	102%	76,432	74,329
6,307	6,369	99%	6,184	102%	Management Fees	6,307	6,369	99%	6,184	102%	76,432	74,329
23	72	32%	23	100%	Deprec - Mach & Equip	23	72	32%	23	100%	864	277
72	23	315%	72	100%	Deprec - Buildings	72	23	315%	72	100%	276	869
96	95	101%	96	100%	S/T DEPR. & AMORT	96	95	101%	96	100%	1,140	1,146
(38,177)	(37,959)	101%	(36,542)	104%	NET INCOME	(38,177)	(37,959)	101%	(36,542)	104%	(465,643)	(462,055)

The Golf Club at Cypress Head
Marketing
For the Month Ending October 31, 2021

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							
3,316	3,654	91%	3,197	104%	Gross Payroll - Salaried	3,316	3,654	91%	3,197	104%	44,435	41,458
3,316	3,654	91%	3,197	104%	S/T Wages	3,316	3,654	91%	3,197	104%	44,435	41,458
240	280	86%	269	89%	Payroll Tax - FICA	240	280	86%	269	89%	3,399	3,121
0	4	0%	0	0%	Payroll Tax - UC	0	4	0%	0	0%	119	(129)
61	71	86%	61	100%	Payroll Tax - WC	61	71	86%	61	100%	887	857
600	0	0%	563	107%	Benefits	600	0	0%	563	107%	0	6,696
902	355	254%	894	101%	S/T Adders	902	355	254%	894	101%	4,406	10,544
4,218	4,009	105%	4,091	103%	TOTAL PAYROLL	4,218	4,009	105%	4,091	103%	48,841	52,002
					OPERATING EXPENSES							
1,279	3,400	38%	2,382	54%	Advertising & Promotion	1,279	3,400	38%	2,382	54%	23,190	16,958
1,279	3,400	38%	2,382	54%	TOTAL OPERATING EXPENSES	1,279	3,400	38%	2,382	54%	23,190	16,958
(5,496)	(7,409)	74%	(6,473)	85%	EBITDA	(5,496)	(7,409)	74%	(6,473)	85%	(72,031)	(68,960)
(5,496)	(7,409)	74%	(6,473)	85%	NET INCOME	(5,496)	(7,409)	74%	(6,473)	85%	(72,031)	(68,960)

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												
111,022	78,558	141%	75,980	146%	Green Fees & Cart Fees	111,022	78,558	141%	75,980	146%	1,259,492	1,375,575
7,784	5,450	143%	5,399	144%	Merchandise	7,784	5,450	143%	5,399	144%	90,550	104,213
1,818	688	264%	688	264%	Other Pro Shop	1,818	688	264%	688	264%	19,063	23,331
4,311	2,900	149%	2,893	149%	Range	4,311	2,900	149%	2,893	149%	44,300	48,574
3,130	2,397	131%	2,397	131%	Other Operating Revenues	3,130	2,397	131%	2,397	131%	36,122	38,029
128,065	89,993	142%	87,357	147%	TOTAL REVENUE	128,065	89,993	142%	87,357	147%	1,449,526	1,589,722
COST OF SALES												
4,727	3,325	142%	3,272	144%	Merchandise	4,727	3,325	142%	3,272	144%	55,236	66,646
4,727	3,325	142%	3,272	144%	TOTAL COGS	4,727	3,325	142%	3,272	144%	55,236	66,646
60.7%	61.0%	99.6%	60.6%	100.2%	COGS - Merchandise %	60.7%	61.0%	99.6%	60.6%	100.2%	61.0%	764.7%
PAYROLL												
33,591	33,739	100%	30,814	109%	Course and Grounds	33,591	33,739	100%	30,814	109%	416,997	378,519
9,162	8,331	110%	6,325	145%	Carts, Range, Starters, Etc.	9,162	8,331	110%	6,325	145%	98,064	90,008
7,712	7,199	107%	5,008	154%	Pro Shop	7,712	7,199	107%	5,008	154%	85,253	79,762
13,460	13,271	101%	13,118	103%	General and Administrative	13,460	13,271	101%	13,118	103%	160,946	154,473
4,218	4,009	105%	4,091	103%	Marketing	4,218	4,009	105%	4,091	103%	48,841	52,002
68,143	66,549	102%	59,356	115%	TOTAL PAYROLL	68,143	66,549	102%	59,356	115%	810,100	754,763
OPERATING EXPENSES												
28,660	15,651	183%	16,445	174%	Course and Grounds	28,660	15,651	183%	16,445	174%	264,162	291,568
5,371	8,034	67%	8,684	62%	Carts, Range, Starters, Etc.	5,371	8,034	67%	8,684	62%	88,006	75,173
166	165	100%	168	99%	Pro Shop	166	165	100%	168	99%	7,085	12,037
18,313	18,224	100%	17,144	107%	General and Administrative	18,313	18,224	100%	17,144	107%	227,125	232,106
1,279	3,400	38%	2,382	54%	Marketing	1,279	3,400	38%	2,382	54%	23,190	16,958
53,789	45,474	118%	44,824	120%	TOTAL OPERATING EXPENSES	53,789	45,474	118%	44,824	120%	609,568	627,843
126,659	115,347	110%	107,452	118%	TOTAL EXPENSES	126,659	115,347	110%	107,452	118%	1,474,903	1,449,252
1,406	(25,355)	-6%	(20,095)	-7%	EBITDA	1,406	(25,355)	-6%	(20,095)	-7%	(25,377)	140,470

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
1,406	(25,355)	-6%	(20,095)	-7%	EBITDA	1,406	(25,355)	-6%	(20,095)	-7%	(25,377)	140,470
(6,307)	(6,369)	99%	(6,184)	102%	MANAGEMENT FEES	(6,307)	(6,369)	99%	(6,184)	102%	(76,432)	(74,329)
(96)	(95)	101%	(96)	100%	OTHER INCOME (EXPENSE)	(96)	(95)	101%	(96)	100%	(1,140)	(1,146)
(96)	(95)	101%	(96)	100%	Depreciation & Amortization	(96)	(95)	101%	(96)	100%	(1,140)	(1,146)
(4,997)	(31,819)	16%	(26,375)	19%	TOTAL OTHER INCOME (EXPENSE)	(4,997)	(31,819)	16%	(26,375)	19%	(102,949)	64,995
					NET INCOME							
3,295	2,596	127%	2,567	128%	Paid Rounds	3,295	2,596	127%	2,567	128%	38,424	40,935
375	361	104%	313	120%	Annual Pass Rounds	375	361	104%	313	120%	4,748	4,080
280	231	121%	181	155%	Other Rounds	280	231	121%	181	155%	2,636	2,842
3,950	3,188	124%	3,061	129%	Total Rounds	3,950	3,188	124%	3,061	129%	45,808	47,857
39	35	112%	34	114%	Revenue/Paid Rounds	39	35	112%	34	114%	38	463
32	28	115%	29	114%	Revenue/Total Rounds	32	28	115%	29	114%	32	396

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:

Date: 10/1/2021

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	\$65,792.04	\$271,313.68	\$193,581.94	\$77,731.74	\$143,523.78
	10050-5950-900	Cash - Course Payroll BMO	\$28,630.10	\$77,112.04	\$77,167.69	(\$55.65)	\$28,574.45
	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	\$174,665.51	\$24,056.61	\$192,667.49	(\$168,610.88)	\$6,054.63
	12000-5950-900	Inventory - Merchandise	\$17,032.11	\$12,615.93	\$4,931.48	\$7,684.45	\$24,716.56
	13020-5950-900	Prepaid Insurance	\$30,451.23	\$0.00	\$6,129.69	(\$6,129.69)	\$24,321.54
	13040-5950-900	Prepaid Exp - Other	\$18,224.01	\$2,741.44	\$278.34	\$2,463.10	\$20,687.11
	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	(\$4,439.50)	\$0.00	\$23.12	(\$23.12)	(\$4,462.62)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,528.79)	\$0.00	\$72.41	(\$72.41)	(\$25,601.20)
	30000-5950-900	Accts Pay - Trade	(\$48,362.56)	\$178,399.06	\$173,114.22	\$5,284.84	(\$43,077.72)
	30040-5950-900	Accts Pay - Other	\$43,210.71	\$12,133.75	\$12,133.75	\$0.00	\$43,210.71
	31000-5950-900	Accrued Expenses	(\$12,025.78)	\$12,025.78	\$5,310.94	\$6,714.84	(\$5,310.94)
	31020-5950-900	Accrued Payroll	(\$41,822.02)	\$35,509.49	\$16,116.13	\$19,393.36	(\$22,428.66)
	31080-5950-900	Accrued Tips Payable	(\$201.50)	\$719.50	\$518.00	\$201.50	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$6,071.55)	\$17,066.84	\$26,546.00	(\$9,479.16)	(\$15,550.71)
	31240-5950-900	Accrued Annual Sales Tax	(\$10,535.48)	\$10,198.89	\$0.00	\$10,198.89	(\$336.59)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,130.20	\$3,130.20	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,822.57)	\$817.98	\$850.82	(\$32.84)	(\$2,855.41)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$16,725.77)	\$21,610.60	\$9,855.10	\$11,755.50	(\$4,970.27)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$42,814.80)	\$13,575.43	\$1,459.50	\$12,115.93	(\$30,698.87)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$29,610.00)	\$8,106.89	\$6,457.50	\$1,649.39	(\$27,960.61)
	32070-5950-900	Deferred Rev - Gift Cards	(\$25,439.08)	\$719.82	\$982.24	(\$262.42)	(\$25,701.50)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,826.65)	\$1,219.14	\$753.12	\$466.02	(\$15,360.63)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$88,200.00)	\$32,707.50	\$8,820.00	\$23,887.50	(\$64,312.50)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,459.50)	\$121.63	\$0.00	\$121.63	(\$1,337.87)
	49020-5950-900	Retained Earnings - Current	(\$43,618.10)	\$0.00	\$0.00	\$0.00	(\$43,618.10)
	50000-5950-100	Green Fees - Annual Pass	\$0.00	\$0.00	\$5,454.40	(\$5,454.40)	(\$5,454.40)
	5003A-5950-100	Green Fee - Group	\$0.00	\$0.00	\$7,009.20	(\$7,009.20)	(\$7,009.20)
	50040-5950-100	Green Fees - Member	\$0.00	\$105.00	\$153.95	(\$48.95)	(\$48.95)
	5005A-5950-100	Green Fee - Hotel	\$0.00	\$0.00	\$131.60	(\$131.60)	(\$131.60)
	5006A-5950-100	Green Fee - Junior	\$0.00	\$0.00	\$75.20	(\$75.20)	(\$75.20)
	50070-5950-100	Green Fees - (surcharge)	\$0.00	\$3,130.20	\$6,260.40	(\$3,130.20)	(\$3,130.20)
	5007A-5950-100	Green Fee - League	\$0.00	\$0.00	\$8,086.60	(\$8,086.60)	(\$8,086.60)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	\$0.00	\$0.00	\$3,205.47	(\$3,205.47)	(\$3,205.47)
	5012A-5950-100	Green Fee - Outing	\$0.00	\$0.00	\$4,464.68	(\$4,464.68)	(\$4,464.68)
	5014A-5950-100	Green Fee - Resident	\$0.00	\$0.00	\$22,114.27	(\$22,114.27)	(\$22,114.27)
	5015A-5950-100	Green Fee - Senior	\$0.00	\$0.00	\$13,583.01	(\$13,583.01)	(\$13,583.01)
	5019A-5950-100	Green Fee - Wholesale	\$0.00	\$0.00	\$524.82	(\$524.82)	(\$524.82)
	50500-5950-200	Cart Fee 18	\$0.00	\$0.00	\$37,261.28	(\$37,261.28)	(\$37,261.28)
	50520-5950-200	Cart Fee - Annual Trail	\$0.00	\$0.00	\$5,932.50	(\$5,932.50)	(\$5,932.50)
	52090-5950-600	Handicap Fee	\$0.00	\$0.00	\$20.00	(\$20.00)	(\$20.00)
	52150-5950-600	Lessons	\$0.00	\$0.00	\$1,418.00	(\$1,418.00)	(\$1,418.00)
	52280-5950-600	Rental Clubs	\$0.00	\$0.00	\$380.00	(\$380.00)	(\$380.00)
	52310-5950-600	Retail	\$0.00	\$0.00	\$7,783.55	(\$7,783.55)	(\$7,783.55)
	53050-5950-220	Range Pass Revenue	\$0.00	\$0.00	\$4,310.84	(\$4,310.84)	(\$4,310.84)
	56120-5950-100	City Surcharge R & R	\$0.00	\$0.00	\$3,130.20	(\$3,130.20)	(\$3,130.20)
	60000-5950-600	COGS - Merchandise - Accessories	\$0.00	\$4,727.19	\$0.00	\$4,727.19	\$4,727.19
	70000-5950-100	Gross Payroll - Salaried	\$0.00	\$11,599.71	\$1,881.03	\$9,718.68	\$9,718.68
	70000-5950-900	Gross Payroll - Salaried	\$0.00	\$12,506.52	\$2,019.00	\$10,487.52	\$10,487.52
	70000-5950-950	Gross Payroll - Salaried	\$0.00	\$4,059.92	\$743.92	\$3,316.00	\$3,316.00

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	\$0.00	\$22,327.00	\$3,722.45	\$18,604.55	\$18,604.55
	70010-5950-200	Gross Payroll - Hourly	\$0.00	\$9,575.90	\$1,315.81	\$8,260.09	\$8,260.09
	70010-5950-600	Gross Payroll - Hourly	\$0.00	\$7,572.70	\$1,102.32	\$6,470.38	\$6,470.38
	71000-5950-100	Payroll Tax - FICA	\$0.00	\$2,512.32	\$428.67	\$2,083.65	\$2,083.65
	71000-5950-200	Payroll Tax - FICA	\$0.00	\$777.01	\$100.68	\$676.33	\$676.33
	71000-5950-600	Payroll Tax - FICA	\$0.00	\$573.05	\$72.08	\$500.97	\$500.97
	71000-5950-900	Payroll Tax - FICA	\$0.00	\$879.46	\$154.45	\$725.01	\$725.01
	71000-5950-950	Payroll Tax - FICA	\$0.00	\$289.38	\$49.10	\$240.28	\$240.28
	71010-5950-100	Payroll Tax - UC	\$0.00	\$27.56	\$0.00	\$27.56	\$27.56
	71010-5950-200	Payroll Tax - UC	\$0.00	\$82.99	\$0.00	\$82.99	\$82.99
	71010-5950-600	Payroll Tax - UC	\$0.00	\$17.00	\$0.00	\$17.00	\$17.00
	71020-5950-100	Payroll Tax - WC	\$0.00	\$519.38	\$0.00	\$519.38	\$519.38
	71020-5950-200	Payroll Tax - WC	\$0.00	\$142.61	\$0.00	\$142.61	\$142.61
	71020-5950-600	Payroll Tax - WC	\$0.00	\$121.85	\$0.00	\$121.85	\$121.85
	71020-5950-900	Payroll Tax - WC	\$0.00	\$186.44	\$0.00	\$186.44	\$186.44
	71020-5950-950	Payroll Tax - WC	\$0.00	\$60.93	\$0.00	\$60.93	\$60.93
	71030-5950-100	Benefits	\$0.00	\$5,429.37	\$2,792.28	\$2,637.09	\$2,637.09
	71030-5950-600	Benefits	\$0.00	\$1,041.21	\$439.53	\$601.68	\$601.68
	71030-5950-900	Benefits	\$0.00	\$3,368.93	\$1,307.44	\$2,061.49	\$2,061.49
	71030-5950-950	Benefits	\$0.00	\$1,032.16	\$431.76	\$600.40	\$600.40
	80110-5950-200	Cart Supplies	\$0.00	\$75.82	\$0.00	\$75.82	\$75.82
	80120-5950-100	Chemicals	\$0.00	\$498.00	\$0.00	\$498.00	\$498.00
	80230-5950-100	Fertilizer	\$0.00	\$8,341.61	\$1,750.00	\$6,591.61	\$6,591.61
	80270-5950-100	Fuel	\$0.00	\$3,150.63	\$0.00	\$3,150.63	\$3,150.63
	80320-5950-100	Herbicides	\$0.00	\$1,325.76	\$0.00	\$1,325.76	\$1,325.76
	80370-5950-100	Insecticides	\$0.00	\$400.00	\$0.00	\$400.00	\$400.00
	80380-5950-900	Janitorial Supplies	\$0.00	\$1,581.31	\$0.00	\$1,581.31	\$1,581.31
	80420-5950-900	Laundry/Uniforms	\$0.00	\$160.05	\$0.00	\$160.05	\$160.05
	80520-5950-600	Office Supplies	\$0.00	\$9.72	\$0.00	\$9.72	\$9.72
	80520-5950-900	Office Supplies	\$0.00	\$119.03	\$0.00	\$119.03	\$119.03
	80710-5950-100	Seeds/Trees	\$0.00	\$5,020.00	\$700.00	\$4,320.00	\$4,320.00
	80730-5950-100	Small Tools	\$0.00	\$262.52	\$0.00	\$262.52	\$262.52
	80810-5950-600	Tournament Expense	\$0.00	\$19,714.33	\$19,655.33	\$59.00	\$59.00
	81010-5950-900	Alarm System	\$0.00	\$118.50	\$0.00	\$118.50	\$118.50
	81090-5950-200	Cart Repairs	\$0.00	\$127.50	\$0.00	\$127.50	\$127.50
	81130-5950-900	Computer Service	\$0.00	\$159.84	\$0.00	\$159.84	\$159.84
	81250-5950-100	Irrigation	\$0.00	\$1,053.30	\$0.00	\$1,053.30	\$1,053.30
	81350-5950-100	Repair & Maint - Equipment	\$0.00	\$1,703.41	\$383.91	\$1,319.50	\$1,319.50
	81360-5950-600	Repair & Maint - Building	\$0.00	\$96.84	\$0.00	\$96.84	\$96.84
	81360-5950-900	Repair & Maint - Building	\$0.00	\$2,749.81	\$2,610.94	\$138.87	\$138.87
	82000-5950-200	Cart Lease	\$0.00	\$4,215.50	\$0.00	\$4,215.50	\$4,215.50
	82020-5950-100	Equipment Lease	\$0.00	\$7,499.00	\$0.00	\$7,499.00	\$7,499.00
	82060-5950-900	Off-Site Storage	\$0.00	\$176.00	\$0.00	\$176.00	\$176.00
	83000-5950-100	Utilities - Electric	\$0.00	\$249.79	\$0.00	\$249.79	\$249.79
	83000-5950-200	Utilities - Electric	\$0.00	\$952.62	\$0.00	\$952.62	\$952.62
	83020-5950-100	Utilities - Other	\$0.00	\$1,738.38	\$0.00	\$1,738.38	\$1,738.38
	83020-5950-900	Utilities - Other	\$0.00	\$2,054.28	\$0.00	\$2,054.28	\$2,054.28
	83030-5950-900	Utilities - Telephone/Fax	\$0.00	\$190.87	\$0.00	\$190.87	\$190.87
	83050-5950-100	Utilities - Water	\$0.00	\$251.65	\$0.00	\$251.65	\$251.65
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$0.00	\$1,278.61	\$0.00	\$1,278.61	\$1,278.61
	85020-5950-900	Bank Charges	\$0.00	\$390.99	\$0.00	\$390.99	\$390.99
	85050-5950-900	Cash Short/(Over)	\$0.00	\$177.10	\$134.34	\$42.76	\$42.76
	85060-5950-900	Cell Phone	\$0.00	\$200.00	\$0.00	\$200.00	\$200.00
	85070-5950-900	City Surcharge R & R	\$0.00	\$3,130.20	\$0.00	\$3,130.20	\$3,130.20
	85120-5950-900	Credit Card Discounts	\$0.00	\$2,278.53	\$0.00	\$2,278.53	\$2,278.53
	85150-5950-900	Dues & Subscriptions	\$0.00	\$180.00	\$0.00	\$180.00	\$180.00
	85190-5950-900	Employee Relations	\$0.00	\$282.46	\$232.37	\$50.09	\$50.09
	85280-5950-900	Insurance Expense	\$0.00	\$6,129.69	\$0.00	\$6,129.69	\$6,129.69
	85390-5950-900	O/S - Accounting	\$0.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00
	85480-5950-900	Payroll Processing Fee	\$0.00	\$820.40	\$500.00	\$320.40	\$320.40

TRIAL BALANCE SUMMARY FOR 2021
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85490-5950-900	Postage/Shipping	\$0.00	\$148.50	\$22.65	\$125.85	\$125.85
	85610-5950-900	Tax/Licenses/Fees	\$0.00	\$0.00	\$30.00	(\$30.00)	(\$30.00)
	85710-5950-900	Travel - Meals	\$0.00	\$231.89	\$0.00	\$231.89	\$231.89
	85720-5950-900	Travel - Other	\$0.00	\$564.29	\$0.00	\$564.29	\$564.29
	90000-5950-900	Management Fee	\$0.00	\$6,307.46	\$0.00	\$6,307.46	\$6,307.46
	98020-5950-900	Deprec - Mach & Equip	\$0.00	\$23.12	\$0.00	\$23.12	\$23.12
	98040-5950-900	Deprec - Buildings	\$0.00	\$72.41	\$0.00	\$72.41	\$72.41
	R002A-5950-100	Rounds - Annual	4,018.00	375.00	0.00	375.00	4,393.00
	R003A-5950-100	Rounds - Group	4,153.00	446.00	0.00	446.00	4,599.00
	R005A-5950-100	Rounds - Green Fee - Hotel	(2.00)	7.00	0.00	7.00	5.00
	R006A-5950-100	Rounds - Green Fee - Junior	713.00	24.00	0.00	24.00	737.00
	R007A-5950-100	Rounds - Green Fee - League	6,035.00	421.00	0.00	421.00	6,456.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,606.00	119.00	0.00	119.00	1,725.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	161.00	5.00	0.00	5.00	166.00
	R012A-5950-100	Rounds - Green Fee - Outing	2,664.00	238.00	0.00	238.00	2,902.00
	R014A-5950-100	Rounds - Resident	18,423.00	1,410.00	0.00	1,410.00	19,833.00
	R015A-5950-100	Rounds - Green Fee - Senior	6,491.00	604.00	0.00	604.00	7,095.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,447.00	166.00	0.00	166.00	1,613.00
	R017A-5950-100	Rounds - Green Fee - Trade	1,135.00	109.00	0.00	109.00	1,244.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	124.00	26.00	0.00	26.00	150.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		</					



November 18th, 2021

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 October 2021 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 October 2021							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year
Revenue							
Green Fees	\$ 67,828	\$ 47,280	\$ 20,548		\$ 67,828	\$ 47,280	\$ 45,235
Cart Fees	\$ 43,194	\$ 31,278	\$ 11,916		\$ 43,194	\$ 31,278	\$ 30,745
Range	\$ 4,311	\$ 2,900	\$ 1,411		\$ 4,311	\$ 2,900	\$ 2,893
Pro- Shop Revenues	\$ 9,602	\$ 6,138	\$ 3,464		\$ 9,602	\$ 6,138	\$ 6,087
City Surcharge R/R	\$ 3,130	\$ 2,397	\$ 733		\$ 3,130	\$ 2,397	\$ 2,397
Total Revenue	\$ 128,065	\$ 89,993	\$ 38,072		\$ 128,065	\$ 89,993	\$ 87,357
Cost of Sales							
Merchandise	\$ 4,727	\$ 3,325	\$ 1,402	60%	\$ 4,727	\$ 3,325	\$ 3,272
Gross Margin	\$ 123,338	\$ 86,668	\$ 36,670		\$ 123,338	\$ 86,668	\$ 84,085
Total Payroll	\$ 68,143	\$ 66,549	\$ 1,594		\$ 68,143	\$ 66,549	\$ 59,356
Total Operating Expenses	\$ 53,789	\$ 45,474	\$ 8,315		\$ 53,789	\$ 45,474	\$ 44,824
EBITDA	\$ 1,406	\$ (25,355)	\$ 26,761		\$ 1,406	\$ (25,355)	\$ (20,095)
Other Expenses							
Management Fee	\$ 6,403	\$ 6,464	\$ (61)		\$ 6,403	\$ 6,464	\$ 6,280
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 95	\$ 1		\$ 96	\$ 95	\$ 96
Net Cash From Ops	\$ (4,997)	\$ (31,819)	\$ 26,822		\$ (4,997)	\$ (31,819)	\$ (26,375)
Rounds							
Total Rounds	3,950	3,188	762		3,950	3,188	3,061
Paid Rounds	3,295	2,586	709		3,295	2,586	2,567
Avg. GF/CF Total rounds	\$28.11	\$24.64	\$ 3.47		\$28.11	\$24.64	\$24.82
Avg. GF/CF Paid rounds	\$33.69	\$30.38	\$ 3.32		\$33.69	\$30.38	\$29.60
Avg. Merchandise/round	\$2.43	\$1.93	\$ 0.51		\$2.43	\$1.93	\$1.99

Overview:

- Overall golf revenues for October finished 56% higher than the projected budget for the month. This was accomplished due to incredible golf course conditions, highly ranked customer service and an increase in rate structure. The range revenues were higher to the budget & Pro Shop revenues were higher to the budget as well. The revenues were higher Year over Year by 47%.
- Total payroll for the month was higher to the projected budget due to increases in labor costs to maintain proper staffing levels for customer satisfaction.
- Our operating expenses finished higher than the budgeted amount due to the increased costs of all products including fertilizers, fungicides and herbicides required to maintain excellent course conditions.
- The month of October is the first month in our fiscal year 2021-2022 therefore all the YTD numbers are identical to the Monthly totals.

R&R Projects:

- There were no projects for the month of October 2021.

Tee Sheet Activity:

- There were 3,950 total rounds for the month which included 3,295 paid rounds, 375 Annual with Cypress Pass member rounds and 280 other rounds. The round type for the month included 2,821 eighteen hole rounds and 1,018 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.

October 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3295	2586	2567	3295	2567
Annual	375	371	313	375	313
Other rounds	280	231	181	280	181
Total Rounds	3950	3188	3061	3950	3061

Departmental Summaries:

Course & Grounds/Range

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head and along with his guidance; Cypress Head is the Best Golf Course of both Flagler and Volusia Counties as voted by the News-Journal.
- Expenses for the month were much higher than projected due to the increased cost of all products as a result of the supply chain limitations. The maintenance team continues to top dress the greens on a regular basis to help reduce thatch and grain to improve the putting surfaces.
- We will be overseeding all of the tee boxes in November to prepare for the upcoming winter season.

Golf Shop/Carts

- The golf shop at Cypress Head is slowly starting to receive merchandise from Callaway, Titleist and Footjoy as most manufacturers have begun to ship products delayed by the supply chain issues. There was \$1,266.00 in gift card sales purchased for the month with \$9,602.00 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.
- The staff at Cypress Head Golf Course is continuing to offer individual lessons as well as group lessons in November. A new series of Golf Get Ready clinics for beginners and intermediate players will also be starting in November as well.
- The MGA and the WGA have continued their league play for the month of October and have seen an increase in participation.

Marketing and Sales:

- Cypress Head will be hosting the Florida High School Regional Championship with over 80 players attempting to qualify for the state finals in November. Stay tuned for the results!!
- Cypress Head was host to two local tournament events including the South Daytona Mayor's Tournament. Both events are benefitting local charities in the community.
- 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.
- Cypress Head continues 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 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 11/16/2021 6:32 AM MST

Data current as of: 11/16/2021 6:28 AM MST

Key: Poor Acceptable Excellent

REPORT CRITERIA	
Date of Survey	10/1/21 - 10/31/21
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	100.0	9.7	9.8	9.3	9.9	25
Cypress Head Golf Club	100.0	9.7	9.8	9.3	9.9	25

Copyright © 2021 by InMoment.
All rights reserved.

inmoment

- Course summary report for October 2021 showed an overall rating for the golf course of 9.7 with a course rating of 9.3 and our service rating is at 9.8. I would also draw your attention to the Net Promoter Score of 100.0 which ranks Cypress Head as one of the best golf courses in the entire Kemper Sports portfolio. Our entire team has worked extremely hard to achieve this honor and I am very proud of everyone on the staff here at Cypress Head!!

- 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.



- 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:

- We are looking forward to welcoming back our friends and golfers from the north as Covid regulations are loosening for 2022.
- We look forward to another successful year working with Susan Lovallo, Peter Ferreira and Kevin Sweat along with the entire staff at the Parks & Recreation department. Together we will be prepared to face any challenges that may come our way.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

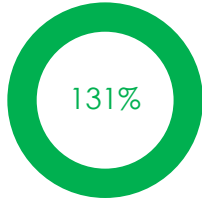
Regional Operating Executive
KemperSports Management

Sales & Marketing Snapshot

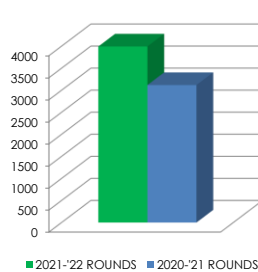
NOVEMBER 2021

Report Date: 12/16/21

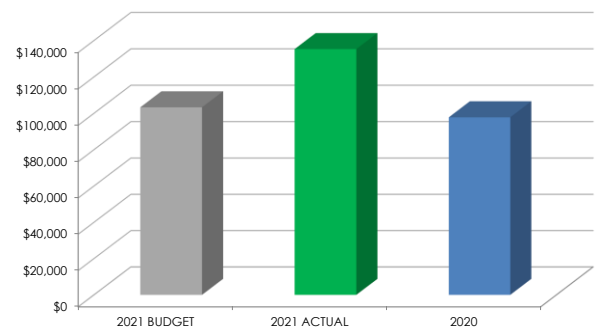
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$103,267
ACTUAL MONTHLY REVENUE	\$135,267
VARIANCE TO BUDGET	\$32,000
PY MONTHLY REVENUE	\$97,776



NOVEMBER

2021 -'22 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$90,688
Outings	\$11,000
Merchandise	\$6,910
Payroll Expense	\$65,915
OpEx	\$46,461

2021 -'22 Actuals

REVENUE CLASS	AMOUNT
Total Golf	\$118,204
Outings	\$18,099
Merchandise	\$9,292
Payroll Expense	\$66,675
OpEx	\$50,332

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$85,818
Outings	\$11,117
Merchandise	\$6,793
Payroll Expense	\$57,519
OpEx	\$44,886

2021-'22 ROUNDS
3993
2020-'21 ROUNDS
3118

NOVEMBER ACTION ITEMS / STRATEGIES / COMMENTS

- * Increased revenues for the month by 31% for an increase of \$35,000 over budgeted amount
- * Increased over 800 rounds from previous year as a result of incredible course conditions.
- * Host site for Toys for Tots program, very large community support for this program
- * Black Friday sales with over \$14,000 in gift card sales
- * Thanksgiving shotgun well received by players and guests
- *
- *
- *

CYPRESS PASS SALES

Category	2022 PASSES	2021 PASSES
Legacy Single	16	17
Legacy Double	5	9
Cypress Single	11	8
Cypress Double	2	2
Trail Fees	47	50
Founders	1	1
TOTAL PASSES	82	87
TOTAL REVENUE	\$138,845	\$140,299

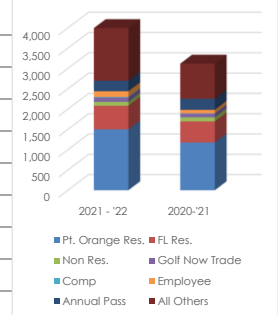
WEATHER INFORMATION

PLAYABLE DAYS	
2020	2021
20	27
PRECIPITATION IN INCHES	
2020	2021
4.8	4.9

ROUNDS SEGMENTATION

SEGMENT	2021 - '22	2020-'21
Pt. Orange Res.	1,499	1,176
FL Res.	583	519
Non Res.	94	101
Golf Now Trade	105	91
Comp	16	7
Employee	141	86
Annual Pass	259	273
All Others	1,296	865
TOTAL	3,993	3,118

Rounds by Segment



TRUE REVIEW SUMMARY

2021 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.3	9.5	8.7	9.6	87.5	32
2020 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.4	9.5	8.9	9.6	85.5	76

The Golf Club at Cypress Head													
For the Month Ending November 30, 2021													
	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21	11/30/21
REVENUES													
Green Fees & Cart Fees	85,818.30	105,860.59	139,637.86	133,308.83	165,639.35	143,131.74	138,027.00	87,672.28	96,409.14	77,229.74	91,818.24	111,022.18	118,203.96
Merchandise	6,383.41	11,547.34	9,386.28	6,908.60	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96	6,600.09	7,376.28	7,783.55	7,592.30
Other Pro Shop	410.00	1,185.00	2,281.00	4,743.00	1,680.00	1,445.00	1,130.00	2,677.00	3,590.00	900.00	1,464.91	1,818.00	1,700.00
Range	2,694.98	4,358.78	4,704.70	4,023.23	5,075.06	4,847.58	4,779.02	3,546.62	3,565.42	3,126.44	3,541.92	4,310.84	4,561.82
Other Operating Revenues	2,469.38	3,062.05	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,923.87	2,296.89	2,579.83	3,130.20	3,208.69
TOTAL REVENUE	97,776.07	126,023.76	159,732.92	152,726.77	188,332.79	165,162.08	156,513.08	104,997.84	113,849.39	90,161.16	106,781.18	128,064.77	135,266.77
COST OF SALES													
Merchandise	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.19	4,444.50
TOTAL COGS	4,230.35	7,803.61	5,991.16	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.19	4,444.50
COGS - Merchandise %	66.3%	67.6%	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%	62.4%	60.7%	58.5%
PAYROLL													
Course and Grounds	30,037.93	32,730.71	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,524.13	30,532.23	32,618.04	32,426.99	33,590.91	33,501.70
Carts, Range, Starters, Etc.	5,574.37	6,412.85	7,161.82	7,008.60	8,689.30	7,852.25	9,319.07	7,602.29	8,791.38	6,508.97	7,127.41	9,162.02	8,623.62
Pro Shop	4,989.96	5,239.19	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	9,167.24	6,333.96	6,321.24	7,711.88	6,846.52
General and Administrative	12,679.37	12,928.33	12,740.89	12,713.14	13,263.61	12,695.50	13,165.87	11,625.20	13,897.70	13,295.23	11,687.50	13,460.46	13,177.65
Marketing	4,227.66	4,751.98	3,956.48	4,850.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69	4,563.00	1,512.28	4,217.61	4,525.94
TOTAL PAYROLL	57,519.29	62,073.06	62,892.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20	59,075.40	68,142.88	66,675.43
OPERATING EXPENSES													
Course and Grounds	17,150.04	20,120.85	20,264.49	30,668.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33	25,243.86	43,314.94	28,860.14	19,071.07
Carts, Range, Starters, Etc.	6,765.18	4,216.83	5,975.01	6,898.29	8,167.60	8,308.22	5,892.53	6,168.74	5,995.61	6,670.57	4,742.95	5,371.44	5,695.18
Pro Shop	12.23	1,053.49	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87	2,752.98	2,197.58	165.56	0.00
General and Administrative	19,897.28	20,907.83	19,361.87	16,713.09	17,871.46	19,297.70	20,308.43	18,455.65	18,314.96	17,572.55	25,091.06	16,313.44	22,535.76
Marketing	1,060.84	351.36	824.17	1,051.13	1,369.08	1,717.29	2,029.95	3,355.35	2,617.59	238.94	1,062.25	1,278.61	3,030.39
TOTAL OPERATING EXPENSE	44,885.57	46,650.38	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.36	52,478.90	76,408.78	53,789.19	50,332.40
TOTAL EXPENSES	106,635.21	116,527.03	115,337.79	126,298.82	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35	115,925.70	140,090.20	126,659.26	121,452.33
EBITDA	(8,859.14)	9,496.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(33,309.02)	1,405.51	13,814.44

The Golf Club at Cypress Head

For the Month Ending November 30, 2021

	11/30/20	12/31/20	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21	11/30/21
EBITDA	(8,859.14)	9,486.73	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(33,309.02)	1,405.51	13,814.44
MANAGEMENT FEES	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,307.46)	(6,307.46)
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
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
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
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
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
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
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)
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
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
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
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
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
TOTAL OTHER INCOME (EXPE	(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)
NET INCOME	(15,138.45)	3,217.42	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)	(36,043.85)	(39,588.33)	(4,907.48)	7,411.45
Paid Rounds	2,661.00	3,221.00	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00	2,785.00	3,295.00	3,398.00
Annual Pass Rounds	273.00	357.00	397.00	327.00	395.00	372.00	361.00	317.00	311.00	274.00	320.00	375.00	334.00
Other Rounds	164.00	238.00	250.00	226.00	267.00	234.00	256.00	226.00	241.00	206.00	230.00	280.00	261.00
Total Rounds	3,118.00	3,816.00	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00	2,933.00	3,335.00	3,950.00	3,993.00
Revenue/Paid Rounds	36.74	39.13	39.80	42.18	39.67	39.72	38.79	36.53	36.67	36.76	38.34	38.87	39.81
Revenue/Total Rounds	31.36	33.03	34.28	36.56	34.67	34.67	33.64	30.71	31.13	30.74	32.02	32.42	33.88
	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

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended November 30, 2021

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	1,406	13,814	0	0	0	0	0	0	0	0	0	0
Management Fee Expense	(6,307)	(6,307)	0	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	0	0	0	0	0	0	0	0	0	0
Net Income	(4,997)	7,411	0	0	0	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(7,684)	(3,250)	0	0	0	0	0	0	0	0	0	0
Receivables	168,611	633	0	0	0	0	0	0	0	0	0	0
Prepaid Expenses	3,667	(7,027)	0	0	0	0	0	0	0	0	0	0
Payables	(5,285)	15,310	0	0	0	0	0	0	0	0	0	0
Due to from the City	0	(509)	0	0	0	0	0	0	0	0	0	0
Accrued Expenses	(27,029)	(1,293)	0	0	0	0	0	0	0	0	0	0
Deferred Revenues	(49,701)	9,431	0	0	0	0	0	0	0	0	0	0
Depreciation & Amortization	96	96	0	0	0	0	0	0	0	0	0	0
Operating Cash Flow	77,676	20,802	0	0	0	0	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	77,676	20,802	0	0	0	0	0	0	0	0	0	0
Beginning Cash	95,772	173,448	194,251	149,707	149,707	149,707	149,707	149,707	149,707	149,707	149,707	149,707
Net Cash Flows	77,676	20,802	0	0	0	0	0	0	0	0	0	0
Ending Cash	173,448	194,251	194,251	149,707	149,707	149,707	149,707	149,707	149,707	149,707	149,707	149,707

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2021

	<u>11/30/21</u>	<u>09/30/21</u>	<u>11/30/20</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	164,309	65,792	75,038
Cash - Payroll	28,592	28,630	26,851
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>194,251</u>	<u>95,772</u>	<u>103,239</u>
Accounts Receivable			
A/R Member	5,422	174,666	297
Total Accounts Receivable	<u>5,422</u>	<u>174,666</u>	<u>297</u>
Other Current Assets			
Inventory - Merchandise	27,967	17,032	29,341
Prepaid Insurance	18,192	30,451	15,310
Prepaid Exp - Other	33,843	18,224	32,552
Total Other Current Assets	<u>80,002</u>	<u>65,707</u>	<u>77,203</u>
TOTAL CURRENT ASSETS	<u>279,674</u>	<u>336,145</u>	<u>180,739</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	(30,159)	(29,968)	(29,013)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>5,989</u>	<u>6,180</u>	<u>7,135</u>
TOTAL ASSETS	<u><u>285,663</u></u>	<u><u>342,325</u></u>	<u><u>187,873</u></u>

The Golf Club at Cypress Head
For the Two Months Ending November 30, 2021

	<u>11/30/21</u>	<u>09/30/21</u>	<u>11/30/20</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	58,388	48,363	49,449
Accts Pay - Other	(43,720)	(43,211)	(55,202)
Accrued Expenses	7,926	12,026	30,670
Accrued Payroll	25,853	42,024	25,923
Accrued Taxes	8,321	6,072	9,655
Accrued Interest	234	10,535	0
Deferred Revenue	182,629	222,898	168,891
TOTAL CURRENT LIABILITIES	<u>239,631</u>	<u>298,707</u>	<u>229,386</u>
 TOTAL LIABILITIES	 <u>239,631</u>	 <u>298,707</u>	 <u>229,386</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	46,032	43,618	(41,512)
Net Retained Earnings	46,032	43,618	(41,512)
Stockholders Equity	46,032	43,618	(41,512)
TOTAL STOCKHOLDER'S EQUITY	<u>46,032</u>	<u>43,618</u>	<u>(41,512)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>285,663</u>	 <u>342,325</u>	 <u>187,873</u>

**The Golf Club at Cypress Head
Course Cash Flow Report
November 30, 2021**

	<u>November</u>	<u>YTD</u>
EBITDA	\$13,814.44	\$15,219.95
Management Fee Expense	(6,307.46)	(12,614.92)
Depreciation & Amortization	(95.53)	(191.06)
Net Income	7,411.45	2,413.97
Working Capital Changes		
Inventory	(3,249.97)	(10,934.42)
Receivables	632.81	169,243.69
Payables	15,309.96	10,025.12
Due to from the City	(509.22)	(509.22)
Prepays	(7,026.68)	(3,360.09)
Accrued Liabilities	(1,292.96)	(28,322.39)
Other Liabilities	9,431.38	(40,269.33)
Depreciation & Amortization	95.53	191.06
Operating Cash Flow	20,802.30	98,478.39
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>20,802.30</u>	<u>98,478.39</u>
Beginning Cash	173,448.23	95,772.14
Net Cash Flows	<u>20,802.30</u>	<u>98,478.39</u>
Ending Cash	<u>194,250.53</u>	<u>194,250.53</u>

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2021

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												
71,565	56,121	128%	51,395	139%	Green Fees	139,393	103,401	135%	96,630	144%	762,266	869,836
46,639	34,567	135%	34,424	135%	Cart Fee	89,833	65,845	136%	65,168	138%	497,226	538,124
0	0	0%	0	0%	Handicap Fee	20	0	0%	0	0%	4,849	4,603
1,400	280	500%	280	500%	Lessons	2,818	838	336%	838	336%	11,764	16,648
300	130	231%	130	231%	Rental Clubs	580	260	262%	260	262%	2,450	3,370
7,592	6,500	117%	6,383	119%	Retail	15,376	11,950	129%	11,783	130%	90,550	105,422
4,562	3,200	143%	2,695	169%	Range	8,873	6,100	145%	5,588	159%	44,300	50,440
3,209	2,469	130%	2,469	130%	City Surcharge R & R	6,339	4,866	130%	4,866	130%	36,122	38,768
135,267	103,267	131%	97,776	138%	Total Revenues	263,332	193,260	136%	185,133	142%	1,449,526	1,627,213
COST OF GOODS SOLD												
4,445	3,965	112%	4,230	105%	COGS - Merchandise	9,172	7,290	126%	7,503	122%	55,236	66,860
4,445	3,965	112%	4,230	105%	Total COGS	9,172	7,290	126%	7,503	122%	55,236	66,860
130,822	99,302	132%	93,546	140%	GROSS MARGIN	254,160	185,970	137%	177,630	143%	1,394,291	1,560,353
58.54%	61.00%	95.97%	66.27%	88.33%	COGS - Merchandise %	59.65%	61.00%	97.79%	63.67%	93.68%	61.00%	756.94%
PAYROLL												
23,341	23,509	99%	22,890	102%	Gross Payroll - Salaried	46,864	47,017	100%	45,360	103%	290,959	277,167
32,362	32,501	100%	25,893	125%	Gross Payroll - Hourly	65,697	65,554	100%	53,606	123%	395,936	365,538
55,703	56,010	99%	48,783	114%	S/T Wages	112,560	112,572	100%	98,966	114%	686,895	642,705
4,111	4,285	96%	3,561	115%	Payroll Tax - FICA	8,337	8,612	97%	7,455	112%	52,547	47,912
125	61	205%	56	225%	Payroll Tax - UC	253	152	167%	130	195%	2,324	2,860
1,033	1,087	95%	877	118%	Payroll Tax - WC	2,064	2,184	95%	1,766	117%	13,718	12,575
5,704	4,472	128%	4,242	134%	Benefits	11,604	8,945	130%	8,558	136%	54,616	57,867
10,972	9,905	111%	8,736	126%	S/T Adders	22,258	19,892	112%	17,909	124%	123,205	121,214
66,675	65,915	101%	57,519	116%	TOTAL PAYROLL	134,818	132,464	102%	116,875	115%	810,100	763,920
OPERATING EXPENSES												
90	75	120%	0	0%	Cart Supplies	165	150	110%	20	845%	1,750	1,659
424	330	129%	325	131%	Chemicals	922	1,030	90%	983	94%	4,990	5,103
1,221	0	0%	0	0%	Course Accessories	1,221	0	0%	8	15692%	1,320	3,984
1,415	3,500	40%	3,433	41%	Fertilizer	8,007	5,100	157%	5,084	157%	53,050	56,532
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	900	873
973	550	177%	536	181%	Fuel	4,123	1,150	359%	1,114	370%	10,120	14,606
1,357	600	226%	575	236%	Fungicides	1,357	900	151%	881	154%	4,300	2,062
1,470	1,800	82%	1,820	81%	Herbicides	2,796	2,100	133%	2,120	132%	23,600	20,116
0	0	0%	0	0%	Insecticides	400	0	0%	0	0%	6,000	11,691
636	50	1272%	6	10013%	Janitorial Supplies	2,217	1,050	211%	934	237%	6,550	8,394
1,100	1,100	100%	0	0%	Laundry/Uniforms	1,260	1,100	115%	23	5575%	1,550	2,258
1,047	200	524%	159	658%	Office Supplies	1,176	500	235%	490	240%	3,515	4,101
1,760	0	0%	0	0%	Range Balls	1,760	1,350	130%	1,350	130%	2,700	3,064
0	0	0%	8	0%	Range Equipment	0	660	0%	667	0%	1,360	2,528
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	300	854
800	0	0%	0	0%	Sand/Topdress	800	0	0%	0	0%	10,700	11,426
0	0	0%	0	0%	Seeds/Trees	4,320	3,400	127%	3,415	127%	9,400	9,080
0	0	0%	0	0%	Small Tools	263	0	0%	0	0%	2,810	3,764
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	600	4,216
0	0	0%	0	0%	Tournament Expense	59	40	148%	35	169%	180	130
119	229	52%	229	52%	Alarm System	237	458	52%	457	52%	2,748	1,170
14	75	18%	0	0%	Cart Repairs	141	150	94%	0	0%	900	1,483
160	90	178%	95	168%	Computer Service	320	240	133%	241	133%	1,490	2,250
812	812	100%	812	100%	Contract Cleaning	812	1,624	50%	1,624	50%	9,744	8,120
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	81
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,630	4,660
525	525	100%	525	100%	Irrigation	1,578	1,305	121%	1,302	121%	13,330	13,050
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	500	0%	0	0%	Repair & Maint - Paths	0	500	0%	0	0%	3,000	0
598	1,900	31%	1,784	34%	Repair & Maint - Equipment	1,918	2,900	66%	2,819	68%	17,550	18,496
178	25	710%	27	667%	Repair & Maint - Building	413	350	118%	353	117%	10,230	9,969
2,854	4,974	57%	5,823	49%	Cart Lease	7,069	9,948	71%	11,646	61%	69,496	52,836
7,851	5,721	137%	6,462	121%	Equipment Lease	15,350	11,442	134%	12,924	119%	68,652	85,588
176	176	100%	176	100%	Off-Site Storage	352	352	100%	352	100%	2,112	2,112
1,193	1,100	108%	1,148	104%	Utilities - Electric	2,395	2,200	109%	2,189	109%	13,600	14,186
3,784	3,000	126%	2,966	128%	Utilities - Other	7,576	5,450	139%	5,404	140%	38,350	42,895
190	150	127%	300	63%	Utilities - Telephone/Fax	381	300	127%	433	88%	1,800	2,316
291	200	146%	204	142%	Utilities - Water	543	400	136%	401	135%	2,450	2,744
3,030	1,100	275%	1,061	286%	Advertising & Promotion	4,309	4,500	96%	3,443	125%	23,190	18,927
336	375	90%	375	90%	Bank Charges	727	725	100%	729	100%	4,375	4,627
(30)	0	0%	(17)	182%	Cash Short/(Over)	12	0	0%	(25)	-50%	0	(240)
200	200	100%	200	100%	Cell Phone	400	400	100%	400	100%	2,400	2,400
3,209	2,469	130%	2,469	130%	City Surcharge R & R	6,339	4,866	130%	4,866	130%	36,136	38,768

The Golf Club at Cypress Head
Summary of All Units
For the Two Months Ending November 30, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
5,534	2,600	213%	2,545	217%	Credit Card Discounts	7,812	6,000	130%	5,944	131%	29,160	34,883
0	0	0%	(5)	0%	Donations	0	0	0%	(5)	0%	700	716
0	0	0%	0	0%	Dues & Subscriptions	180	200	90%	180	100%	1,600	1,567
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	400	550
0	175	0%	20	0%	Employee Relations	50	325	15%	227	22%	2,750	1,996
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	0	29
6,130	6,150	100%	5,312	115%	Insurance Expense	12,259	12,300	100%	10,625	115%	73,800	67,553
0	10	0%	0	0%	Member Relations	0	20	0%	0	0%	120	536
0	5,000	0%	5,000	0%	O/S - Accounting	0	5,000	0%	5,000	0%	13,250	10,250
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	9,880
402	320	126%	334	120%	Payroll Processing Fee	723	640	113%	656	110%	4,050	4,551
107	150	72%	132	81%	Postage/Shipping	233	350	67%	355	66%	1,650	2,149
(30)	0	0%	0	0%	Tax/Licenses/Fees	(60)	0	0%	(30)	200%	700	(65)
0	30	0%	45	0%	Travel - Meals	232	60	386%	77	301%	360	791
408	200	204%	0	0%	Travel - Other	972	400	243%	0	0%	2,400	3,245
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	17
50,332	46,461	108%	44,886	112%	TOTAL OPERATING EXPENSES	104,122	91,935	113%	89,710	116%	609,568	633,290
13,814	(13,074)	-106%	(8,859)	-156%	EBITDA	15,220	(38,428)	-40%	(28,954)	-53%	(25,377)	163,144
6,307	6,369	99%	6,184	102%	Management Fee	12,615	12,739	99%	12,368	102%	76,432	74,453
6,307	6,369	99%	6,184	102%	Management Fees	12,615	12,739	99%	12,368	102%	76,432	74,453
0	0	0%	(23)	0%	Deprec - Office F,F&E	0	0	0%	(23)	0%	0	23
23	72	32%	46	50%	Deprec - Mach & Equip	46	144	32%	69	67%	864	254
72	23	315%	72	100%	Deprec - Buildings	145	46	315%	145	100%	276	869
96	95	101%	96	100%	S/T DEPR. & AMORT	191	190	101%	191	100%	1,140	1,146
7,411	(19,538)	-38%	(15,138)	-49%	NET INCOME	2,414	(51,357)	-5%	(41,513)	-6%	(102,949)	87,545

The Golf Club at Cypress Head
Course & Grounds
For the Two Months Ending November 30, 2021

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												
71,565	56,121	128%	51,395	139%	Green Fees	139,393	103,401	135%	96,630	144%	762,266	869,836
3,209	2,469	130%	2,469	130%	City Surcharge R & R	6,339	4,866	130%	4,866	130%	36,122	38,768
74,773	58,590	128%	53,864	139%	Total Revenues	145,732	108,267	135%	101,496	144%	798,387	908,605
74,773	58,590	128%	53,864	139%	GROSS MARGIN	145,732	108,267	135%	101,496	144%	798,387	908,605
PAYROLL												
9,405	9,510	99%	9,522	99%	Gross Payroll - Salaried	19,124	19,019	101%	18,568	103%	121,374	113,579
18,887	19,344	98%	16,756	113%	Gross Payroll - Hourly	37,492	38,801	97%	34,594	108%	235,858	214,672
28,292	28,854	98%	26,279	108%	S/T Wages	56,615	57,821	98%	53,162	106%	357,232	328,252
2,081	2,207	94%	1,947	107%	Payroll Tax - FICA	4,165	4,423	94%	4,017	104%	27,328	24,257
26	0	0%	20	132%	Payroll Tax - UC	53	0	0%	56	96%	910	1,620
520	560	93%	460	113%	Payroll Tax - WC	1,040	1,122	93%	935	111%	7,135	6,353
2,582	1,994	130%	1,333	194%	Benefits	5,219	3,988	131%	2,682	195%	24,392	21,500
5,210	4,761	109%	3,759	139%	S/T Adders	10,477	9,533	110%	7,690	136%	59,765	53,731
33,502	33,615	100%	30,038	112%	TOTAL PAYROLL	67,093	67,353	100%	60,852	110%	416,997	381,982
OPERATING EXPENSES												
424	330	129%	325	131%	Chemicals	922	1,030	90%	983	94%	4,990	5,103
1,221	0	0%	0	0%	Course Accessories	1,221	0	0%	8	15692%	1,320	3,984
1,415	3,500	40%	3,433	41%	Fertilizer	8,007	5,100	157%	5,084	157%	53,050	56,532
0	0	0%	0	0%	Flowers/Decor	0	0	0%	0	0%	900	873
973	550	177%	536	181%	Fuel	4,123	1,150	359%	1,114	370%	10,120	14,606
1,357	600	226%	575	236%	Fungicides	1,357	900	151%	881	154%	4,300	2,062
1,470	1,800	82%	1,820	81%	Herbicides	2,796	2,100	133%	2,120	132%	23,600	20,116
0	0	0%	0	0%	Insecticides	400	0	0%	0	0%	6,000	11,691
800	0	0%	0	0%	Sand/Topdress	800	0	0%	0	0%	10,700	11,426
0	0	0%	0	0%	Seeds/Trees	4,320	3,400	127%	3,415	127%	9,400	9,080
0	0	0%	0	0%	Small Tools	263	0	0%	0	0%	2,810	3,764
525	525	100%	525	100%	Irrigation	1,578	1,305	121%	1,302	121%	13,330	13,050
0	500	0%	0	0%	Repair & Maint - Paths	0	500	0%	0	0%	3,000	0
598	1,800	33%	1,784	34%	Repair & Maint - Equipment	1,918	2,800	68%	2,819	68%	17,250	17,374
0	0	0%	0	0%	Repair & Maint - Building	0	0	0%	0	0%	4,940	1,250
7,851	5,721	137%	6,462	121%	Equipment Lease	15,350	11,442	134%	12,924	119%	68,652	85,588
215	200	107%	214	100%	Utilities - Electric	465	400	116%	422	110%	2,400	2,576
1,931	1,300	149%	1,271	152%	Utilities - Other	3,669	2,100	175%	2,069	177%	17,100	21,083
291	200	146%	204	142%	Utilities - Water	543	400	136%	401	135%	2,450	2,744
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	400	550
0	75	0%	0	0%	Employee Relations	0	125	0%	52	0%	750	(122)
0	0	0%	0	0%	Employee Testing	0	0	0%	0	0%	0	29
0	0	0%	0	0%	O/S - Other	0	0	0%	0	0%	6,000	9,880
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	700	250
19,071	17,101	112%	17,150	111%	TOTAL OPERATING EXPENSES	47,731	32,752	146%	33,595	142%	264,162	293,490
22,200	7,875	282%	6,676	333%	EBITDA	30,908	8,161	379%	7,048	439%	117,229	233,133
22,200	7,875	282%	6,676	333%	NET INCOME	30,908	8,161	379%	7,048	439%	117,229	233,133

The Golf Club at Cypress Head
Carts
For the Two Months Ending November 30, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
46,639	34,567	135%	34,424	135%	REVENUES	89,833	65,845	136%	65,168	138%	497,226	538,124
46,639	34,567	135%	34,424	135%	Cart Fee	89,833	65,845	136%	65,168	138%	497,226	538,124
46,639	34,567	135%	34,424	135%	Total Revenues	89,833	65,845	136%	65,168	138%	497,226	538,124
					GROSS MARGIN	89,833	65,845	136%	65,168	138%	497,226	538,124
7,772	7,286	107%	5,052	154%	PAYROLL	16,032	14,814	108%	10,792	149%	88,643	83,236
7,772	7,286	107%	5,052	154%	Gross Payroll - Hourly	16,032	14,814	108%	10,792	149%	88,643	83,236
627	557	112%	386	162%	S/T Wages	1,303	1,133	115%	838	156%	6,781	6,734
80	57	140%	36	220%	Payroll Tax - FICA	163	132	123%	74	220%	804	1,489
145	141	103%	100	146%	Payroll Tax - UC	288	287	100%	195	148%	1,770	1,598
0	5	0%	0	0%	Payroll Tax - WC	0	11	0%	0	0%	65	0
852	761	112%	522	163%	Benefits	1,754	1,564	112%	1,107	158%	9,421	9,822
8,624	8,047	107%	5,574	155%	S/T Adders	17,786	16,378	109%	11,899	149%	98,064	93,057
					TOTAL PAYROLL							
90	75	120%	0	0%	OPERATING EXPENSES	165	150	110%	20	845%	1,750	1,659
14	75	18%	0	0%	Cart Supplies	141	150	94%	0	0%	900	1,483
2,854	4,974	57%	5,823	49%	Cart Repairs	7,069	9,948	71%	11,646	61%	69,496	52,836
978	900	109%	935	105%	Cart Lease	1,931	1,800	107%	1,767	109%	11,200	11,610
3,935	6,024	65%	6,758	58%	Utilities - Electric	9,307	12,048	77%	13,432	69%	83,346	67,588
					TOTAL OPERATING EXPENSES							
34,081	20,496	166%	22,092	154%	EBITDA	62,741	37,419	168%	39,837	157%	315,816	377,479
34,081	20,496	166%	22,092	154%	NET INCOME	62,741	37,419	168%	39,837	157%	315,816	377,479

The Golf Club at Cypress Head
Range
For the Two Months Ending November 30, 2021

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
4,562	3,200	143%	2,695	169%	REVENUES							
4,562	3,200	143%	2,695	169%	Range	8,873	6,100	145%	5,588	159%	44,300	50,440
4,562	3,200	143%	2,695	169%	Total Revenues	8,873	6,100	145%	5,588	159%	44,300	50,440
4,562	3,200	143%	2,695	169%	GROSS MARGIN	8,873	6,100	145%	5,588	159%	44,300	50,440
					OPERATING EXPENSES							
1,760	0	0%	0	0%	Range Balls	1,760	1,350	130%	1,350	130%	2,700	3,064
0	0	0%	8	0%	Range Equipment	0	660	0%	667	0%	1,360	2,528
0	0	0%	0	0%	Range Expenses	0	0	0%	0	0%	300	854
0	100	0%	0	0%	Repair & Maint - Equipment	0	100	0%	0	0%	300	69
1,760	100	1760%	8	23250%	TOTAL OPERATING EXPENSES	1,760	2,110	83%	2,017	87%	4,660	6,515
2,802	3,100	90%	2,687	104%	EBITDA	7,113	3,990	178%	3,571	199%	39,640	43,925
2,802	3,100	90%	2,687	104%	NET INCOME	7,113	3,990	178%	3,571	199%	39,640	43,925

The Golf Club at Cypress Head
Golf Shop
For the Two Months Ending November 30, 2021

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%	Handicap Fee	20	0	0%	0	0%	4,849	4,603
1,400	280	500%	280	500%	Lessons	2,818	838	336%	838	336%	11,764	16,648
300	130	231%	130	231%	Rental Clubs	680	260	262%	260	262%	2,450	3,370
7,592	6,500	117%	6,383	119%	Retail	15,376	11,950	129%	11,783	130%	90,550	105,422
9,292	6,910	134%	6,793	137%	Total Revenues	18,894	13,048	145%	12,881	147%	109,613	130,043
COST OF GOODS SOLD												
4,445	3,965	112%	4,230	105%	COGS - Merchandise	9,172	7,290	126%	7,503	122%	55,236	66,860
4,445	3,965	112%	4,230	105%	Total COGS	9,172	7,290	126%	7,503	122%	55,236	66,860
4,848	2,945	165%	2,563	189%	GROSS MARGIN	9,722	5,759	169%	5,378	181%	54,378	63,183
58.54%	61.00%	95.97%	66.27%	88.33%	COGS - Merchandise %	59.65%	61.00%	97.79%	63.67%	93.68%	61.00%	756.94%
PAYROLL												
5,703	5,871	97%	4,085	140%	Gross Payroll - Hourly	12,173	11,939	102%	8,159	149%	71,436	67,790
5,703	5,871	97%	4,085	140%	S/T Wages	12,173	11,939	102%	8,159	149%	71,436	67,790
435	449	97%	297	147%	Payroll Tax - FICA	936	913	102%	607	154%	5,465	5,200
20	0	0%	0	0%	Payroll Tax - UC	37	11	326%	0	0%	350	655
111	114	98%	75	149%	Payroll Tax - WC	233	232	101%	152	154%	1,426	1,347
577	539	107%	533	108%	Benefits	1,179	1,078	109%	1,080	109%	6,576	6,625
1,144	1,102	104%	905	126%	S/T Adders	2,385	2,234	107%	1,839	130%	13,817	13,828
6,847	6,974	98%	4,990	137%	TOTAL PAYROLL	14,558	14,173	103%	9,998	146%	85,253	81,618
OPERATING EXPENSES												
0	50	0%	12	0%	Office Supplies	10	100	10%	73	13%	750	961
0	0	0%	0	0%	Supplies	0	0	0%	0	0%	600	4,216
0	0	0%	0	0%	Tournament Expense	59	40	148%	35	169%	180	130
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,630	4,660
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	0	0%	0	0%	Repair & Maint - Building	97	75	129%	73	133%	175	290
0	50	0%	12	0%	TOTAL OPERATING EXPENSES	166	215	77%	180	92%	7,085	12,025
(1,999)	(4,079)	49%	(2,439)	82%	EBITDA	(5,002)	(8,629)	58%	(4,800)	104%	(37,960)	(30,460)
(1,999)	(4,079)	49%	(2,439)	82%	NET INCOME	(5,002)	(8,629)	58%	(4,800)	104%	(37,960)	(30,460)

The Golf Club at Cypress Head
G & A
For the Two Months Ending November 30, 2021

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												
10,318	10,345	100%	9,977	103%	Gross Payroll - Salaried	20,806	20,689	101%	20,205	103%	125,150	121,902
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	60	0%	0	(160)
10,318	10,345	100%	9,977	103%	S/T Wages	20,806	20,689	101%	20,265	103%	125,150	121,742
712	791	90%	691	103%	Payroll Tax - FICA	1,437	1,583	91%	1,484	97%	9,574	8,584
0	0	0%	0	0%	Payroll Tax - UC	0	0	0%	0	0%	140	(776)
189	201	94%	181	104%	Payroll Tax - WC	375	401	93%	361	104%	2,499	2,415
1,958	1,934	101%	1,830	107%	Benefits	4,020	3,868	104%	3,687	109%	23,583	23,006
2,859	2,926	98%	2,702	106%	S/T Adders	5,832	5,852	100%	5,532	105%	35,796	33,229
13,178	13,271	99%	12,679	104%	TOTAL PAYROLL	26,638	26,541	100%	25,797	103%	160,946	154,971
OPERATING EXPENSES												
636	50	1272%	6	10013%	Janitorial Supplies	2,217	1,050	211%	934	237%	6,550	8,394
1,100	1,100	100%	0	0%	Laundry/Uniforms	1,260	1,100	115%	23	5575%	1,550	2,258
1,047	150	698%	147	713%	Office Supplies	1,166	400	292%	417	280%	2,765	3,140
119	229	52%	229	52%	Alarm System	237	458	52%	457	52%	2,748	1,170
160	90	178%	95	168%	Computer Service	320	240	133%	241	133%	1,490	2,250
812	812	100%	812	100%	Contract Cleaning	812	1,624	50%	1,624	50%	9,744	8,120
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	81
0	0	0%	0	0%	Repair & Maint - Equipment	0	0	0%	0	0%	0	1,053
178	25	710%	27	667%	Repair & Maint - Building	316	275	115%	280	113%	5,115	8,429
176	176	100%	176	100%	Off-Site Storage	352	352	100%	352	100%	2,112	2,112
1,853	1,700	109%	1,694	109%	Utilities - Other	3,907	3,350	117%	3,335	117%	21,250	21,812
190	150	127%	300	63%	Utilities - Telephone/Fax	381	300	127%	433	88%	1,800	2,316
336	375	90%	375	90%	Bank Charges	727	725	100%	729	100%	4,375	4,622
(30)	0	0%	(17)	182%	Cash Short/(Over)	12	0	-50%	(25)	0%	0	(240)
200	200	100%	200	100%	Cell Phone	400	400	100%	400	100%	2,400	2,400
3,209	2,469	130%	2,469	130%	City Surcharge R & R	6,339	4,866	130%	4,866	130%	36,136	38,768
5,534	2,600	213%	2,545	217%	Credit Card Discounts	7,812	6,000	130%	5,944	131%	29,160	34,883
0	0	0%	(5)	0%	Donations	0	0	0%	(5)	0%	700	716
0	0	0%	0	0%	Dues & Subscriptions	180	200	90%	180	100%	1,600	1,567
0	100	0%	20	0%	Employee Relations	50	200	25%	175	29%	2,000	2,118
6,130	6,150	100%	5,312	115%	Insurance Expense	12,259	12,300	100%	10,625	115%	73,800	67,553
0	10	0%	0	0%	Member Relations	0	20	0%	0	0%	120	536
0	5,000	0%	5,000	0%	O/S - Accounting	0	5,000	0%	5,000	0%	13,250	10,250
402	320	126%	334	120%	Payroll Processing Fee	723	640	113%	656	110%	4,050	4,551
107	150	72%	132	81%	Postage/Shipping	233	350	67%	355	66%	1,650	2,149
(30)	0	0%	0	0%	Tax/Licenses/Fees	(60)	0	0%	(30)	200%	0	(315)
0	30	0%	45	0%	Travel - Meals	232	60	386%	77	301%	360	791
408	200	204%	0	0%	Travel - Other	972	400	243%	0	0%	2,400	3,245
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	17
22,536	22,086	102%	19,897	113%	TOTAL OPERATING EXPENSES	40,849	40,310	101%	37,042	110%	227,125	234,745
(35,713)	(35,357)	101%	(32,577)	110%	EBITDA	(67,487)	(66,851)	101%	(62,839)	107%	(388,071)	(389,716)
6,307	6,369	99%	6,184	102%	Management Fee	12,615	12,739	99%	12,368	102%	76,432	74,453
6,307	6,369	99%	6,184	102%	Management Fees	12,615	12,739	99%	12,368	102%	76,432	74,453
0	0	0%	(23)	0%	Deprec - Office F,F&E	0	0	0%	(23)	0%	0	23
23	72	32%	46	50%	Deprec - Mach & Equip	46	144	32%	69	67%	864	254
72	23	315%	72	100%	Deprec - Buildings	145	46	315%	145	100%	276	869
96	95	101%	96	100%	S/T DEPR. & AMORT	191	190	101%	191	100%	1,140	1,146
(42,116)	(41,821)	101%	(38,856)	108%	NET INCOME	(80,293)	(79,780)	101%	(75,398)	106%	(465,643)	(465,315)

The Golf Club at Cypress Head
Marketing
For the Two Months Ending November 30, 2021

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							
3,618	3,654	99%	3,391	107%	Gross Payroll - Salaried	6,934	7,309	95%	6,588	105%	44,435	41,685
3,618	3,654	99%	3,391	107%	S/T Wages	6,934	7,309	95%	6,588	105%	44,435	41,685
256	280	91%	240	107%	Payroll Tax - FICA	496	559	89%	509	97%	3,399	3,137
0	4	0%	0	0%	Payroll Tax - UC	0	8	0%	0	0%	119	(129)
67	71	94%	62	108%	Payroll Tax - WC	128	142	90%	123	104%	887	862
586	0	0%	546	107%	Benefits	1,186	0	0%	1,109	107%	0	6,736
908	355	256%	847	107%	S/T Adders	1,810	709	255%	1,741	104%	4,406	10,605
4,526	4,009	113%	4,238	107%	TOTAL PAYROLL	8,744	8,018	109%	8,328	105%	48,841	52,290
					OPERATING EXPENSES							
3,030	1,100	275%	1,061	286%	Advertising & Promotion	4,309	4,500	96%	3,443	125%	23,190	18,927
3,030	1,100	275%	1,061	286%	TOTAL OPERATING EXPENSES	4,309	4,500	96%	3,443	125%	23,190	18,927
(7,556)	(5,109)	148%	(5,299)	143%	EBITDA	(13,053)	(12,518)	104%	(11,771)	111%	(72,031)	(71,218)
(7,556)	(5,109)	148%	(5,299)	143%	NET INCOME	(13,053)	(12,518)	104%	(11,771)	111%	(72,031)	(71,218)

The Golf Club at Cypress Head
Comparative Income Statement
For the Two Months Ending November 30, 2021

	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	85,818	161,798	1,340,533	12%	118,204	229,226	1,259,492	18%
Merchandise	6,383	11,783	101,829	12%	7,592	15,376	90,550	17%
Other Pro Shop	410	1,098	22,201	5%	1,700	3,518	19,063	18%
Range	2,695	5,588	47,156	12%	4,562	8,873	44,300	20%
Other Operating Revenues	2,469	4,866	37,295	13%	3,209	6,339	36,122	18%
TOTAL REVENUE	97,776	185,133	1,549,014	12%	135,267	263,332	1,449,526	18%
COST OF SALES								
Merchandise	4,230	7,503	65,191	12%	4,445	9,172	55,236	17%
TOTAL COGS	4,230	7,503	65,191	12%	4,445	9,172	55,236	17%
COGS - Merchandise %	66.3%	63.7%	64.0%	99.5%	58.5%	59.6%	61.0%	97.8%
PAYROLL								
Course and Grounds	30,038	60,852	375,742	16%	33,502	67,093	416,997	16%
Carts, Range, Starters, Etc.	5,574	11,899	87,171	14%	8,624	17,786	98,064	18%
Pro Shop	4,990	9,998	77,058	13%	6,847	14,558	85,253	17%
General and Administrative	12,679	25,797	154,130	17%	13,178	26,638	160,946	17%
Marketing	4,238	8,328	51,875	16%	4,526	8,744	48,841	18%
TOTAL PAYROLL	57,519	116,875	745,976	16%	66,675	134,818	810,100	17%
OPERATING EXPENSES								
Course and Grounds	17,150	33,595	279,353	12%	19,071	47,731	264,162	18%
Carts, Range, Starters, Etc.	6,765	15,450	78,486	20%	5,695	11,067	88,006	13%
Pro Shop	12	180	12,040	1%	0	166	7,085	2%
General and Administrative	19,897	37,042	230,937	16%	22,536	40,849	227,125	18%
Marketing	1,061	3,443	18,061	19%	3,030	4,309	23,190	19%
TOTAL OPERATING EXPENSES	44,886	89,710	618,878	14%	50,332	104,122	609,568	17%
TOTAL EXPENSES	106,635	214,087	1,430,045	15%	121,452	248,112	1,474,903	17%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,184)	(12,368)	(74,205)	17%	(6,307)	(12,615)	(76,432)	17%
Depreciation & Amortization	(96)	(191)	(1,146)	17%	(96)	(191)	(1,140)	17%
TOTAL OTHER INCOME (EXPENSE)	(6,279)	(12,559)	(75,352)	17%	(6,403)	(12,806)	(77,572)	17%
NET INCOME	(15,138)	(41,513)	43,618	-95%	7,411	2,414	(102,949)	-2%
=====								
Paid Rounds	2,661	5,228			3,398	6,693	38,424	
Annual Pass Rounds	273	586			334	709	4,748	
Other Rounds	184	365			261	541	2,636	
Total Rounds	3,118	6,179			3,993	6,829	45,808	
Revenue/Paid Rounds	37	35			40	39	38	
Revenue/Total Rounds	31	30			34	33	32	

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												
118,204	90,688	130%	85,818	138%	Green Fees & Cart Fees	229,226	169,246	135%	161,798	142%	1,259,492	1,407,961
7,592	6,500	117%	6,383	119%	Merchandise	15,376	11,950	129%	11,783	130%	90,550	105,422
1,700	410	415%	410	415%	Other Pro Shop	3,518	1,098	320%	1,098	320%	19,063	24,621
4,562	3,200	143%	2,695	169%	Range	8,673	6,100	145%	5,588	159%	44,300	50,440
3,209	2,469	130%	2,469	130%	Other Operating Revenues	6,339	4,866	130%	4,866	130%	36,122	38,768
135,267	103,267	131%	97,776	138%	TOTAL REVENUE	263,332	193,260	136%	185,133	142%	1,449,526	1,627,213
COST OF SALES												
4,445	3,965	112%	4,230	105%	Merchandise	9,172	7,290	126%	7,503	122%	55,236	66,860
4,445	3,965	112%	4,230	105%	TOTAL COGS	9,172	7,290	126%	7,503	122%	55,236	66,860
58.5%	61.0%	96.0%	66.3%	88.3%	COGS - Merchandise %	59.6%	61.0%	97.8%	63.7%	93.7%	61.0%	756.9%
PAYROLL												
33,502	33,615	100%	30,038	112%	Course and Grounds	67,093	67,353	100%	60,852	110%	416,997	381,982
8,624	8,047	107%	5,574	155%	Carts, Range, Starters, Etc.	17,786	16,378	109%	11,899	149%	98,064	93,057
6,847	6,974	98%	4,990	137%	Pro Shop	14,558	14,173	103%	9,998	146%	85,253	81,618
13,178	13,271	99%	12,679	104%	General and Administrative	26,638	26,541	100%	25,797	103%	160,946	154,971
4,526	4,009	113%	4,238	107%	Marketing	8,744	8,018	109%	8,328	105%	48,841	52,290
66,675	65,915	101%	57,519	116%	TOTAL PAYROLL	134,818	132,464	102%	116,875	115%	810,100	763,920
OPERATING EXPENSES												
19,071	17,101	112%	17,150	111%	Course and Grounds	47,731	32,752	146%	33,595	142%	264,162	293,490
5,695	6,124	93%	6,765	84%	Carts, Range, Starters, Etc.	11,067	14,158	78%	15,450	72%	88,006	74,103
0	50	0%	12	0%	Pro Shop	166	215	77%	180	92%	7,085	12,025
22,536	22,086	102%	19,897	113%	General and Administrative	40,849	40,310	101%	37,042	110%	227,125	234,745
3,030	1,100	275%	1,061	286%	Marketing	4,309	4,500	96%	3,443	125%	23,190	18,927
50,332	46,461	108%	44,886	112%	TOTAL OPERATING EXPENSES	104,122	91,935	113%	89,710	116%	609,568	633,290
121,452	116,341	104%	106,635	114%	TOTAL EXPENSES	248,112	231,688	107%	214,087	116%	1,474,903	1,464,069
13,814	(13,074)	-106%	(8,859)	-156%	EBITDA	15,220	(38,428)	-40%	(28,954)	-53%	(25,377)	163,144

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
13,814	(13,074)	-106%	(8,859)	-156%	EBITDA	15,220	(38,428)	-40%	(28,954)	-53%	(25,377)	163,144
(6,307)	(6,369)	99%	(6,184)	102%	MANAGEMENT FEES	(12,615)	(12,739)	99%	(12,368)	102%	(76,432)	(74,453)
(96)	(95)	101%	(96)	100%	OTHER INCOME (EXPENSE)	(191)	(190)	101%	(191)	100%	(1,140)	(1,146)
(96)	(95)	101%	(96)	100%	Depreciation & Amortization	(191)	(190)	101%	(191)	100%	(1,140)	(1,146)
7,411	(19,538)	-38%	(15,138)	-49%	TOTAL OTHER INCOME (EXPENSE)	2,414	(51,357)	-5%	(41,513)	-6%	(102,949)	87,545
					NET INCOME							
3,398	3,116	109%	2,661	128%	Paid Rounds	6,693	5,712	117%	5,228	128%	38,424	41,672
334	305	110%	273	122%	Annual Pass Rounds	709	666	106%	586	121%	4,748	4,141
261	220	119%	184	142%	Other Rounds	541	451	120%	365	148%	2,636	2,919
3,993	3,641	110%	3,118	128%	Total Rounds	7,943	6,829	116%	6,179	129%	45,808	48,732
40	33	120%	37	108%	Revenue/Paid Rounds	39	34	116%	35	111%	38	466
34	28	119%	31	108%	Revenue/Total Rounds	33	28	117%	30	111%	32	398

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:

Date: 11/1/2021

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	\$143,523.78	\$157,283.28	\$136,498.42	\$20,784.86	\$164,308.64
	10050-5950-900	Cash - Course Payroll BMO	\$28,574.45	\$52,888.05	\$52,870.61	\$17.44	\$28,591.89
	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	\$6,054.63	\$8,445.50	\$9,078.31	(\$632.81)	\$5,421.82
	12000-5950-900	Inventory - Merchandise	\$24,716.56	\$8,232.35	\$4,982.38	\$3,249.97	\$27,966.53
	13020-5950-900	Prepaid Insurance	\$24,321.54	\$0.00	\$6,129.69	(\$6,129.69)	\$18,191.85
	13040-5950-900	Prepaid Exp - Other	\$20,687.11	\$13,434.71	\$278.34	\$13,156.37	\$33,843.48
	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	(\$4,462.62)	\$0.00	\$23.12	(\$23.12)	(\$4,485.74)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,601.20)	\$0.00	\$72.41	(\$72.41)	(\$25,673.61)
	30000-5950-900	Accts Pay - Trade	(\$43,077.72)	\$103,265.26	\$118,575.22	(\$15,309.96)	(\$58,387.68)
	30040-5950-900	Accts Pay - Other	\$43,210.71	\$23,766.00	\$23,256.78	\$509.22	\$43,719.93
	31000-5950-900	Accrued Expenses	(\$5,310.94)	\$5,748.94	\$8,363.94	(\$2,615.00)	(\$7,925.94)
	31020-5950-900	Accrued Payroll	(\$22,428.66)	\$16,116.13	\$19,454.00	(\$3,337.87)	(\$25,766.53)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$463.00	\$549.00	(\$86.00)	(\$86.00)
	31220-5950-900	Accrued Sales Tax	(\$15,550.71)	\$15,550.71	\$8,321.30	\$7,229.41	(\$8,321.30)
	31240-5950-900	Accrued Annual Sales Tax	(\$336.59)	\$102.42	\$0.00	\$102.42	(\$234.17)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,208.69	\$3,208.69	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,855.41)	\$725.73	\$695.29	\$30.44	(\$2,824.97)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$4,970.27)	\$8.00	\$6,322.50	(\$6,314.50)	(\$11,284.77)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$30,698.87)	\$2,790.88	\$0.00	\$2,790.88	(\$27,907.99)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$27,960.61)	\$2,541.89	\$0.00	\$2,541.89	(\$25,418.72)
	32070-5950-900	Deferred Rev - Gift Cards	(\$25,701.50)	\$342.23	\$9,598.41	(\$9,256.18)	(\$34,957.68)
	32100-5950-900	Deferred Rev - Credit Books	(\$15,360.63)	\$843.17	\$509.75	\$333.42	(\$15,027.21)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$64,312.50)	\$13,049.90	\$12,728.86	\$321.04	(\$63,991.46)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,337.87)	\$121.63	\$0.00	\$121.63	(\$1,216.24)
	49020-5950-900	Retained Earnings - Current	(\$43,618.10)	\$0.00	\$0.00	\$0.00	(\$43,618.10)
	50000-5950-100	Green Fees - Annual Pass	(\$5,454.40)	\$0.00	\$5,454.40	(\$5,454.40)	(\$10,908.80)
	5003A-5950-100	Green Fee - Group	(\$7,009.20)	\$0.00	\$8,776.18	(\$8,776.18)	(\$15,785.38)
	50040-5950-100	Green Fees - Member	(\$48.95)	\$0.00	\$131.00	(\$131.00)	(\$179.95)
	5005A-5950-100	Green Fee - Hotel	(\$131.60)	\$0.00	\$0.00	\$0.00	(\$131.60)
	5006A-5950-100	Green Fee - Junior	(\$75.20)	\$0.00	\$78.96	(\$78.96)	(\$154.16)
	50070-5950-100	Green Fees - (surcharge)	(\$3,130.20)	\$3,208.69	\$6,417.38	(\$3,208.69)	(\$6,338.89)
	5007A-5950-100	Green Fee - League	(\$8,086.60)	\$0.00	\$8,725.66	(\$8,725.66)	(\$16,812.26)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$3,205.47)	\$0.00	\$2,544.23	(\$2,544.23)	(\$5,749.70)
	5012A-5950-100	Green Fee - Outing	(\$4,464.68)	\$0.00	\$4,088.56	(\$4,088.56)	(\$8,553.24)
	5014A-5950-100	Green Fee - Resident	(\$22,114.27)	\$0.00	\$24,810.88	(\$24,810.88)	(\$46,925.15)
	5015A-5950-100	Green Fee - Senior	(\$13,583.01)	\$0.00	\$13,745.99	(\$13,745.99)	(\$27,329.00)
	5019A-5950-100	Green Fee - Wholesale	(\$524.82)	\$0.00	\$0.00	\$0.00	(\$524.82)
	50500-5950-200	Cart Fee 18	(\$37,261.28)	\$0.00	\$39,948.37	(\$39,948.37)	(\$77,209.65)
	50520-5950-200	Cart Fee - Annual Trail	(\$5,932.50)	\$6,358.86	\$13,049.90	(\$6,691.04)	(\$12,623.54)
	52090-5950-600	Handicap Fee	(\$20.00)	\$0.00	\$0.00	\$0.00	(\$20.00)
	52150-5950-600	Lessons	(\$1,418.00)	\$0.00	\$1,400.00	(\$1,400.00)	(\$2,818.00)
	52280-5950-600	Rental Clubs	(\$380.00)	\$0.00	\$300.00	(\$300.00)	(\$680.00)
	52310-5950-600	Retail	(\$7,783.55)	\$0.00	\$7,592.30	(\$7,592.30)	(\$15,375.85)
	53050-5950-220	Range Pass Revenue	(\$4,310.84)	\$0.00	\$4,561.82	(\$4,561.82)	(\$8,872.66)
	56120-5950-100	City Surcharge R & R	(\$3,130.20)	\$0.00	\$3,208.69	(\$3,208.69)	(\$6,338.89)
	60000-5950-600	COGS - Merchandise - Accessories	\$4,727.19	\$4,444.50	\$0.00	\$4,444.50	\$9,171.69
	70000-5950-100	Gross Payroll - Salaried	\$9,718.68	\$12,226.72	\$2,821.55	\$9,405.17	\$19,123.85
	70000-5950-900	Gross Payroll - Salaried	\$10,487.52	\$13,346.89	\$3,028.51	\$10,318.38	\$20,805.90
	70000-5950-950	Gross Payroll - Salaried	\$3,316.00	\$4,580.56	\$962.71	\$3,617.85	\$6,933.85

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-100	Gross Payroll - Hourly	\$18,604.55	\$23,342.10	\$4,455.13	\$18,886.97	\$37,491.52
	70010-5950-200	Gross Payroll - Hourly	\$8,260.09	\$10,097.56	\$2,325.84	\$7,771.72	\$16,031.81
	70010-5950-600	Gross Payroll - Hourly	\$6,470.38	\$7,240.10	\$1,537.13	\$5,702.97	\$12,173.35
	71000-5950-100	Payroll Tax - FICA	\$2,083.65	\$2,637.92	\$556.68	\$2,081.24	\$4,164.89
	71000-5950-200	Payroll Tax - FICA	\$676.33	\$804.74	\$177.92	\$626.82	\$1,303.15
	71000-5950-600	Payroll Tax - FICA	\$500.97	\$540.21	\$105.35	\$434.86	\$935.83
	71000-5950-900	Payroll Tax - FICA	\$725.01	\$943.74	\$231.68	\$712.06	\$1,437.07
	71000-5950-950	Payroll Tax - FICA	\$240.28	\$329.24	\$73.63	\$255.61	\$495.89
	71010-5950-100	Payroll Tax - UC	\$27.56	\$25.83	\$0.00	\$25.83	\$53.39
	71010-5950-200	Payroll Tax - UC	\$82.99	\$79.73	\$0.00	\$79.73	\$162.72
	71010-5950-600	Payroll Tax - UC	\$17.00	\$19.89	\$0.00	\$19.89	\$36.89
	71020-5950-100	Payroll Tax - WC	\$519.38	\$520.26	\$0.00	\$520.26	\$1,039.64
	71020-5950-200	Payroll Tax - WC	\$142.61	\$145.35	\$0.00	\$145.35	\$287.96
	71020-5950-600	Payroll Tax - WC	\$121.85	\$111.41	\$0.00	\$111.41	\$233.26
	71020-5950-900	Payroll Tax - WC	\$186.44	\$188.74	\$0.00	\$188.74	\$375.18
	71020-5950-950	Payroll Tax - WC	\$60.93	\$66.96	\$0.00	\$66.96	\$127.89
	71030-5950-100	Benefits	\$2,637.09	\$5,374.51	\$2,792.28	\$2,582.23	\$5,219.32
	71030-5950-600	Benefits	\$601.68	\$1,018.35	\$440.96	\$577.39	\$1,179.07
	71030-5950-900	Benefits	\$2,061.49	\$3,210.86	\$1,252.39	\$1,958.47	\$4,019.96
	71030-5950-950	Benefits	\$600.40	\$1,032.62	\$447.10	\$585.52	\$1,185.92
	80110-5950-200	Cart Supplies	\$75.82	\$89.64	\$0.00	\$89.64	\$165.46
	80120-5950-100	Chemicals	\$498.00	\$424.26	\$0.00	\$424.26	\$922.26
	80170-5950-100	Course Accessories	\$0.00	\$1,220.81	\$0.00	\$1,220.81	\$1,220.81
	80230-5950-100	Fertilizer	\$6,591.61	\$1,650.42	\$235.00	\$1,415.42	\$8,007.03
	80270-5950-100	Fuel	\$3,150.63	\$972.85	\$0.00	\$972.85	\$4,123.48
	80280-5950-100	Fungicides	\$0.00	\$1,356.75	\$0.00	\$1,356.75	\$1,356.75
	80320-5950-100	Herbicides	\$1,325.76	\$1,470.00	\$0.00	\$1,470.00	\$2,795.76
	80370-5950-100	Insecticides	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
	80380-5950-900	Janitorial Supplies	\$1,581.31	\$635.84	\$0.00	\$635.84	\$2,217.15
	80420-5950-900	Laundry/Uniforms	\$160.05	\$1,100.05	\$0.00	\$1,100.00	\$1,260.05
	80520-5950-600	Office Supplies	\$9.72	\$0.00	\$0.00	\$0.00	\$9.72
	80520-5950-900	Office Supplies	\$119.03	\$1,047.05	\$0.00	\$1,047.05	\$1,166.08
	80610-5950-220	Range Balls	\$0.00	\$1,760.00	\$0.00	\$1,760.00	\$1,760.00
	80690-5950-100	Sand/Topdress	\$0.00	\$800.00	\$0.00	\$800.00	\$800.00
	80710-5950-100	Seeds/Trees	\$4,320.00	\$0.00	\$0.00	\$0.00	\$4,320.00
	80730-5950-100	Small Tools	\$262.52	\$0.00	\$0.00	\$0.00	\$262.52
	80810-5950-600	Tournament Expense	\$59.00	\$2,755.00	\$2,755.00	\$0.00	\$59.00
	81010-5950-900	Alarm System	\$118.50	\$118.50	\$0.00	\$118.50	\$237.00
	81090-5950-200	Cart Repairs	\$127.50	\$13.82	\$0.00	\$13.82	\$141.32
	81130-5950-900	Computer Service	\$159.84	\$159.84	\$0.00	\$159.84	\$319.68
	81140-5950-900	Contract Cleaning	\$0.00	\$812.00	\$0.00	\$812.00	\$812.00
	81250-5950-100	Irrigation	\$1,053.30	\$525.00	\$0.00	\$525.00	\$1,578.30
	81350-5950-100	Repair & Maint - Equipment	\$1,319.50	\$598.46	\$0.00	\$598.46	\$1,917.96
	81360-5950-600	Repair & Maint - Building	\$96.84	\$0.00	\$0.00	\$0.00	\$96.84
	81360-5950-900	Repair & Maint - Building	\$138.87	\$2,788.50	\$2,610.94	\$177.56	\$316.43
	82000-5950-200	Cart Lease	\$4,215.50	\$7,069.00	\$4,215.50	\$2,853.50	\$7,069.00
	82020-5950-100	Equipment Lease	\$7,499.00	\$15,350.00	\$7,499.00	\$7,851.00	\$15,350.00
	82060-5950-900	Off-Site Storage	\$176.00	\$176.00	\$0.00	\$176.00	\$352.00
	83000-5950-100	Utilities - Electric	\$249.79	\$214.76	\$0.00	\$214.76	\$464.55
	83000-5950-200	Utilities - Electric	\$952.62	\$978.22	\$0.00	\$978.22	\$1,930.84
	83020-5950-100	Utilities - Other	\$1,738.38	\$1,930.71	\$0.00	\$1,930.71	\$3,669.09
	83020-5950-900	Utilities - Other	\$2,054.28	\$2,369.44	\$516.38	\$1,853.06	\$3,907.34
	83030-5950-900	Utilities - Telephone/Fax	\$190.87	\$531.02	\$340.87	\$190.15	\$381.02
	83050-5950-100	Utilities - Water	\$251.65	\$291.05	\$0.00	\$291.05	\$542.70
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$1,278.61	\$4,065.39	\$1,035.00	\$3,030.39	\$4,309.00
	85020-5950-900	Bank Charges	\$390.99	\$335.68	\$0.00	\$335.68	\$726.67
	85050-5950-900	Cash Short/(Over)	\$42.76	\$81.80	\$112.13	(\$30.33)	\$12.43
	85060-5950-900	Cell Phone	\$200.00	\$200.00	\$0.00	\$200.00	\$400.00
	85070-5950-900	City Surcharge R & R	\$3,130.20	\$3,208.69	\$0.00	\$3,208.69	\$6,338.89
	85120-5950-900	Credit Card Discounts	\$2,278.53	\$5,533.89	\$0.00	\$5,533.89	\$7,812.42

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85140-5950-900	Donations	\$0.00	\$100.00	\$100.00	\$0.00	\$0.00
	85150-5950-900	Dues & Subscriptions	\$180.00	\$0.00	\$0.00	\$0.00	\$180.00
	85190-5950-900	Employee Relations	\$50.09	\$106.23	\$106.23	\$0.00	\$50.09
	85280-5950-900	Insurance Expense	\$6,129.69	\$6,129.69	\$0.00	\$6,129.69	\$12,259.38
	85390-5950-900	O/S - Accounting	\$0.00	\$2,100.00	\$2,100.00	\$0.00	\$0.00
	85480-5950-900	Payroll Processing Fee	\$320.40	\$767.48	\$365.00	\$402.48	\$722.88
	85490-5950-900	Postage/Shipping	\$125.85	\$126.57	\$19.11	\$107.46	\$233.31
	85610-5950-900	Tax/Licenses/Fees	(\$30.00)	\$0.00	\$30.00	(\$30.00)	(\$60.00)
	85710-5950-900	Travel - Meals	\$231.89	\$0.00	\$0.00	\$0.00	\$231.89
	85720-5950-900	Travel - Other	\$564.29	\$408.20	\$0.00	\$408.20	\$972.49
	90000-5950-900	Management Fee	\$6,307.46	\$6,307.46	\$0.00	\$6,307.46	\$12,614.92
	98020-5950-900	Deprec - Mach & Equip	\$23.12	\$23.12	\$0.00	\$23.12	\$46.24
	98040-5950-900	Deprec - Buildings	\$72.41	\$72.41	\$0.00	\$72.41	\$144.82
	R002A-5950-100	Rounds - Annual	4,393.00	334.00	0.00	334.00	4,727.00
	R003A-5950-100	Rounds - Group	4,599.00	552.00	0.00	552.00	5,151.00
	R005A-5950-100	Rounds - Green Fee - Hotel	5.00	0.00	0.00	0.00	5.00
	R006A-5950-100	Rounds - Green Fee - Junior	737.00	25.00	0.00	25.00	762.00
	R007A-5950-100	Rounds - Green Fee - League	6,456.00	432.00	0.00	432.00	6,888.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,725.00	94.00	0.00	94.00	1,819.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	166.00	15.00	0.00	15.00	181.00
	R012A-5950-100	Rounds - Green Fee - Outing	2,902.00	213.00	0.00	213.00	3,115.00
	R014A-5950-100	Rounds - Resident	19,833.00	1,499.00	0.00	1,499.00	21,332.00
	R015A-5950-100	Rounds - Green Fee - Senior	7,095.00	583.00	0.00	583.00	7,678.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,613.00	141.00	0.00	141.00	1,754.00
	R017A-5950-100	Rounds - Green Fee - Trade	1,244.00	105.00	0.00	105.00	1,349.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	150.00	0.00	0.00	0.00	150.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			144	\$0.00	\$609,600.36	\$609,600.36	\$0.00



December 19th, 2021

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 November 2021 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 November 2021								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 71,565	\$ 56,121	\$ 15,444		\$ 139,393	\$ 103,401	\$ 96,630	\$ 35,992
Cart Fees	\$ 46,639	\$ 34,567	\$ 12,072		\$ 89,833	\$ 65,845	\$ 65,168	\$ 23,988
Range	\$ 4,562	\$ 3,200	\$ 1,362		\$ 8,873	\$ 6,100	\$ 5,588	\$ 2,773
Pro- Shop Revenues	\$ 9,292	\$ 6,910	\$ 2,382		\$ 18,894	\$ 13,048	\$ 12,881	\$ 5,846
City Surcharge R/R	\$ 3,209	\$ 2,469	\$ 740		\$ 6,339	\$ 4,866	\$ 4,866	\$ 1,473
Total Revenue	\$ 135,267	\$ 103,267	\$ 32,000		\$ 263,332	\$ 193,260	\$ 185,133	\$ 70,072
Cost of Sales	\$ 4,445	\$ 3,965	\$ 480		\$ 9,172	\$ 7,290	\$ 7,503	\$ 1,882
Merchandise	\$ 4,445	\$ 3,965	\$ 480	58%	\$ 9,172	\$ 7,290	\$ 7,503	\$ 1,882 59%
Gross Margin	\$ 130,822	\$ 99,302	\$ 31,520		\$ 254,160	\$ 185,970	\$ 177,630	\$ 68,190
Total Payroll	\$ 66,675	\$ 65,915	\$ 760		\$ 134,818	\$ 132,464	\$ 116,875	\$ 2,354
Total Operating Expenses	\$ 50,332	\$ 46,461	\$ 3,871		\$ 104,122	\$ 91,935	\$ 89,710	\$ 12,187
EBITDA	\$ 13,814	\$ (13,074)	\$ 26,888		\$ 15,220	\$ (38,428)	\$ (28,954)	\$ 53,648
Other Expenses	\$ 6,403	\$ 6,464	\$ (61)		\$ 12,806	\$ 12,929	\$ 12,559	\$ (123)
Management Fee	\$ 6,307	\$ 6,369	\$ (62)		\$ 12,615	\$ 12,739	\$ 12,368	\$ (124)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 95	\$ 1		\$ 191	\$ 190	\$ 191	\$ 1
Net Cash From Ops	\$ 7,411	\$ (19,538)	\$ 26,949		\$ 2,414	\$ (51,357)	\$ (41,513)	\$ 53,771
Rounds								
Total Rounds	3,993	3,641	352		7,943	6,829	6,179	1,114
Paid Rounds	3,398	3,116	282		6,693	5,712	5,228	981
Avg. GF/CF Total rounds	\$29.60	\$24.91	\$ 4.70		\$28.86	\$24.78	\$26.19	\$ 4.08
Avg. GF/CF Paid rounds	\$34.79	\$29.10	\$ 5.68		\$34.25	\$29.63	\$30.95	\$ 4.62
Avg. Merchandise/round	\$2.33	\$1.90	\$ 0.43		\$2.38	\$1.91	\$2.08	\$ 0.47

Overview:

- Overall golf revenues for November finished 31% higher than the projected budget for the month. There was also an increase of over 800 rounds from the previous year and this was accomplished due to incredible golf course conditions, highly ranked customer service and an increase in rate structure. The range revenues were higher to the budget & Pro Shop revenues were higher to the budget as well. The revenues were higher Year over Year by 38%.
- Total payroll for the month was higher to the projected budget due to increases in labor costs to maintain proper staffing levels for customer satisfaction.
- Our operating expenses finished higher than the budgeted amount due to the increased costs of all products including fertilizers, fungicides and herbicides required to maintain excellent course conditions.
- The month of November is the second month in our fiscal year 2021-2022. Overall revenues are increased by 36% for the current year. Our payroll is slightly higher than budgeted due to increase in labor hours. The operating expenses are higher than budgeted due to supply chain issues and overall costs of materials.

R&R Projects:

- There were no projects for the month of November 2021.

Tee Sheet Activity:

- There were 3,993 total rounds for the month which included 3,398 paid rounds, 334 Annual with Cypress Pass member rounds and 261 other rounds. The round type for the month included 2,944 eighteen-hole rounds and 939 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.

November 2021 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3398	3116	2661	6693	5228
Annual	334	305	273	709	586
Other rounds	261	220	184	541	365
Total Rounds	3993	3641	3118	7943	6179

Departmental Summaries:

Course & Grounds/Range

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head and along with his guidance; Cypress Head is the Best Golf Course of both Flagler and Volusia Counties as voted by the News-Journal.
- Expenses for the month were higher than projected due to the increased cost of all products as a result of the supply chain limitations. The maintenance team continues to top dress the greens on a regular basis to help reduce thatch and grain to improve the putting surfaces.
- An over seeding of all the tee boxes was performed in November in preparation for the upcoming winter season. The maintenance team solid tined the putting surfaces to relieve compaction and increase air movement to the root structure.

Golf Shop/Carts

- The golf shop at Cypress Head is starting to receive merchandise from Callaway, Titleist and Footjoy as most manufacturers have begun to ship products delayed by the supply chain issues. There was \$14,140.00 in gift card sales purchased for the month with \$9,292.00 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. A new fleet of golf carts are on order with an expected shipping date in 2022.
- The staff at Cypress Head Golf Course offered individual lessons as well as group lessons in November. A new series of Golf Get Ready clinics for beginners and intermediate players started in November as well.
- The MGA and the WGA have continued their league play for the month of November and we have seen an increase in participation from our northern friends.

Marketing and Sales:

- Cypress Head hosted the Florida High School Regional Championship with over 80 players attempting to qualify for the state finals in November. This was an opportunity to highlight the incredible course conditions here at Cypress Head as well as showcasing our phenomenal team customer service.
- Cypress Head was host to several tournament events including the North Florida Seniors and the annual Thanksgiving shotgun. A Callaway demo day was also held with a large number of participants sampling the newest club technology to improve their golf game.
- 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.
- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and

- POSD Chamber of Commerce is keeping us informed regarding the challenges of the business and local community.
- We continue to maintain our database of emails with approximately 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 12/16/2021 3:17 PM MST

Data current as of: 12/16/2021 3:16 PM MST

Key: Poor Acceptable Excellent

REPORT CRITERIA

Date of Survey: 11/1/21 - 11/30/21

Select level: Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	87.5	9.3	9.5	8.7	9.6	32
Cypress Head Golf Club	87.5	9.3	9.5	8.7	9.6	32

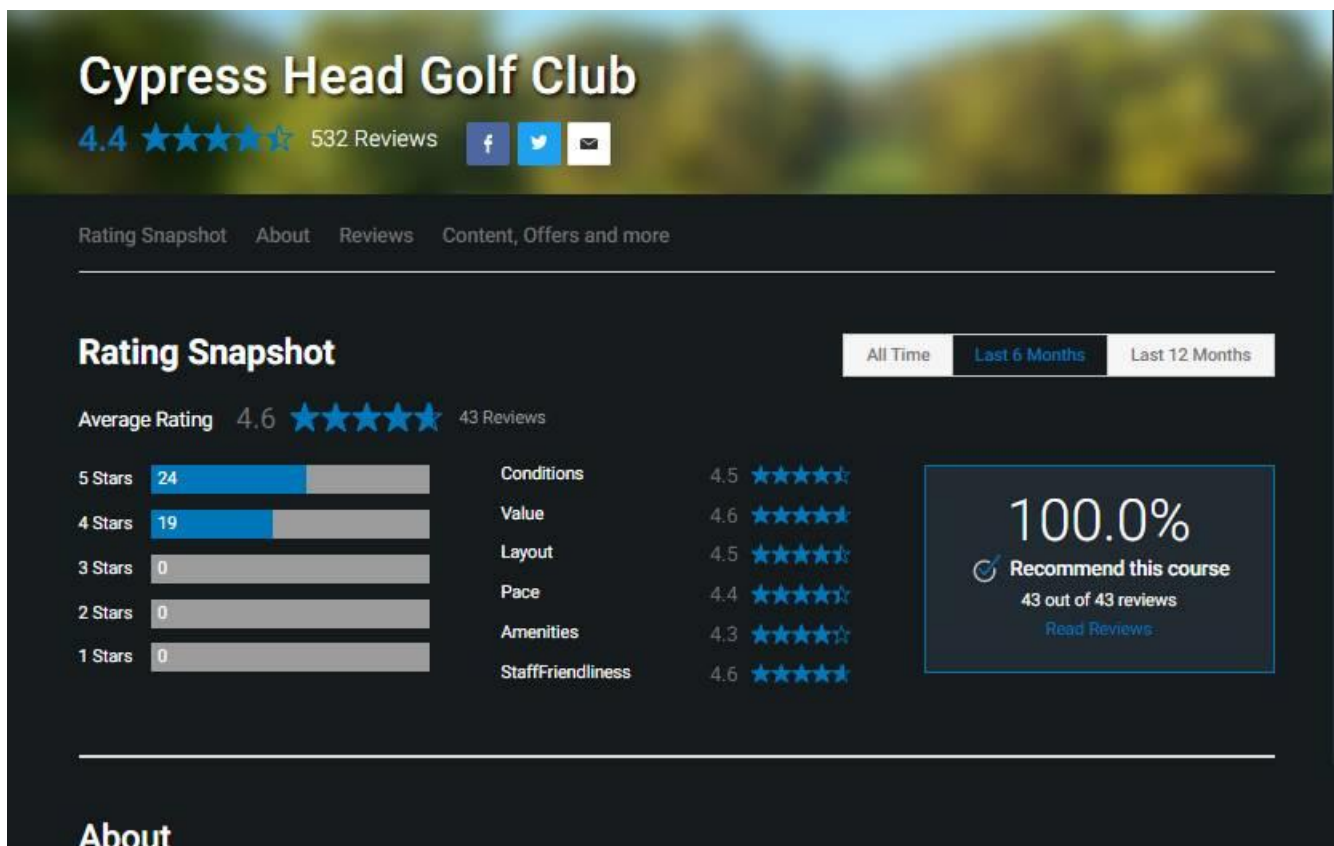
Copyright © 2021 by InMoment.
All rights reserved.

POWERED BY  InMoment

inmoment

- Course summary report for November 2021 showed an overall rating for the golf course of 9.3 with a course rating of 8.7 and our service rating is at 9.5. Our entire team works extremely hard to maintain pace of play as well as making the golfing experience very enjoyable.

- 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.



- 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:

- We are looking forward to the upcoming winter season where many of our northern friends will be returning to enjoy golf at the “Best Golf Course” in the county.
- The team at Cypress Head is working with Susan Lovallo, Peter Ferreira and Kevin Sweat along with the entire staff at the Parks & Recreation department to respond to any questions or concerns. Together we are prepared to face any challenges that may come our way.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

JOINT SPECIAL CITY COUNCIL AND TOWN CENTER CRA
MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
DECEMBER 7, 2021

THE JOINT SPECIAL CITY COUNCIL & TOWN CENTER CRA MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 7:49 p.m.

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
-----------	----------	--

CRA: Member Jonathan Foley
Member Chase Tramont
Member Scott Stiltner
Member Drew Bastian
Member Donald Burnette
Member Stan Schmidt
Member Michael Benedict

Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
---------------	---

DISCUSSION / ACTION

2. Evaluate purchase offers received for City and CRA owned property in Riverwalk

Wayne Clark, City Manager, provided details of the process thus far and the way forward.

Ken Krasnow, Colliers International Florida, LLC, provided an overview and analysis of the proposals submitted for the Riverwalk development project. He advised Council and CRA Members that all six of the developers can present on December 14th or they can narrow the field down to three or four if they'd like. Each presenter will be allocated 20 minutes for their presentation with up to 25 minutes for Council and CRA questions.

Council and CRA Members asked questions of Mr. Krasnow and provided comments regarding what they'd like to hear from the developers on December 14th.

Robert Reinhausen spoke regarding his opinions on the proposals. He is pleased with the options.

Kristine Cunningham asked that environmental oversight be a focus during development.

Kat Atwood, citizen, likes the options and asked for consideration of solar powered covered areas, as well as plug in areas.

Council and CRA Members agreed to hear from all six developers on December 14th.

ADJOURNMENT – 9:08 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
DECEMBER 14, 2021

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.

Silent Invocation as Pastor Nathan Buker of Victorious Life Church was unavailable.

Pledge of Allegiance

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
-----------	----------	--

	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Assistant City Clerk Shelby Field
--	---------------	--

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Awards ceremony for Police Department

Police Chief Manny Marino presented awards to police personnel for lifesaving efforts during a recent vehicle accident after heavy rains.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

Motion to approve the agenda as presented was made by Vice Mayor Scott Stiltner and Seconded by Council Member Jonathan Foley. Motion carried unanimously by roll call vote.

7. Approval of Minutes

a. December 7, 2021 - Regular City Council Meeting

8. Bid Awards and Contract Items
 - a. Approval of Contract Amendment #1 to Lake Jem Farms
 - b. Approval of Amendment 1 to the Workday Master Subscription Agreement and Approval of Innovation Services Addendum 1
9. Resolution No. 21-71 - Budget and Appropriate increase in Victims of Crime Act (VOCA) Grant
10. Approval of Concurrency and Fair-Share Agreement for the Crane Lakes Depot Site Plan (1763 Taylor Rd.) - Case No. 21-80000001

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

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Scott Steger, citizen, is excited about the changes coming forward and believes what we need in Port Orange is a destination place and thinks Riverwalk could be it.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Vice Mayor Scott Stiltner commended the community as a whole for acts of charity in the past months, specifically Council Member Jonathan Foley for using his music to bring awareness and money for Toys For Tots, and the event held by Atlantic Marine where they raised \$40,000 and 5,000 toys for Toys For Tots.

Mayor Don Burnette directed citizens to check out the light display contest being run by the Parks & Recreation Department.

Council recessed at 6:45 p.m. to hold the Joint Special Meeting with the Town Center CRA.

JOINT SPECIAL MEETING WITH TOWN CENTER CRA

Roll Call:	Present:	Member Stan Schmidt Council Member Jonathan Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
	Absent:	Member Michael Benedict

12. Presentation of Purchase Offers for Properties at Riverwalk

Mayor Don Burnette asked for opening statements from each Council Member before presentations.

Council Member Jonathan Foley thanked Collier and each developer for all their hard work and preparation.

Council Member Scott Stiltner seconded the statements and believes the area is beautiful.

BLD Group, LLC and Bristol Development Group presented their proposals and answered questions of the Council and CRA Members.

Recess taken at 8:22 p.m.
Reconvened at 8:34 p.m.

Falcone & Associates, LLC and Harbour Retail Partners presented their proposals and answered questions of the Council and CRA Members.

Recess taken at 10:14 p.m.
Reconvened at 10:29 p.m.

The Cornerstone Group presented their proposal and answered questions of the Council and CRA Members.

Motion to extend the meeting past 11:00 p.m. for an additional hour was made at 10:50 p.m. by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

Council discussed their likes and dislikes of the proposals and ranked them as follows:

1. Bristol Development Group
2. Falcone & Associates, LLC
3. Harbour Retail Partners
4. The Cornerstone Group
5. BLD Group, LLC

Staff will negotiate with Bristol Development Group and provide Council with a proposed agreement for consideration in 2022.

13. Approval to convey the portion of Riverwalk Park property held in the name of the Community Redevelopment Agency for the Port Orange Town Center to the City of Port Orange

Motion to approve the conveyance of the portion of Riverwalk Park property held in the name of the Community Redevelopment Agency for the Port Orange Town Center to the City of Port Orange was made by Vice Mayor Scott Stiltner and Seconded by Chair Stan Schmidt.

Matthew Jones, City Attorney, provided details of the request to convey properties and answered questions of Council.

Motion carried unanimously by roll call vote.

The Joint Special Meeting adjourned, and City Council reconvened at 11:50 p.m.

ADDITIONAL ITEMS

14. City Attorney - There was nothing further.

15. City Manager - There was nothing further.

COUNCIL COMMITTEE REPORTS

16. City Council Committee Reports

a. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details of their recent meeting and upcoming events.

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

ADJOURNMENT – 11:50 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC, City Clerk

JOINT SPECIAL CITY COUNCIL AND TOWN CENTER CRA
MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
DECEMBER 14, 2021

THE JOINT SPECIAL CITY COUNCIL & TOWN CENTER CRA MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:45 p.m.

Roll Call	Present:	Council Member Jonathan Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette CRA Member Stan Schmidt
	Absent:	CRA Member Michael Benedict
	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones Assistant City Clerk Shelby Field

DISCUSSION / ACTION

12. Presentation of Purchase Offers for Properties at Riverwalk

Mayor Don Burnette asked for opening statements from each Council Member before presentations.

Council Member Jonathan Foley thanked Collier and each developer for all their hard work and preparation.

Council Member Scott Stiltner seconded the statements and believes the area is beautiful.

BLD Group, LLC and Bristol Development Group presented their proposals and answered questions of the Council and CRA Members.

Recess taken at 8:22 p.m.
Reconvened at 8:34 p.m.

Falcone & Associates, LLC and Harbour Retail Partners presented their proposals and answered questions of the Council and CRA Members.

Recess taken at 10:14 p.m.
Reconvened at 10:29 p.m.

The Cornerstone Group presented their proposal and answered questions of the Council and CRA Members.

Motion to extend the meeting past 11:00 p.m. for an additional hour was made at 10:50 p.m. by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

Council discussed their likes and dislikes of the proposals and ranked them as follows:

1. Bristol Development Group
2. Falcone & Associates, LLC
3. Harbour Retail Partners
4. The Cornerstone Group
5. BLD Group, LLC

Staff will negotiate with Bristol Development Group and provide Council with a proposed agreement for consideration in 2022.

13. Approval to convey the portion of Riverwalk Park property held in the name of the Community Redevelopment Agency for the Port Orange Town Center to the City of Port Orange

Motion to approve the conveyance of the portion of Riverwalk Park property held in the name of the Community Redevelopment Agency for the Port Orange Town Center to the City of Port Orange was made by Vice Mayor Scott Stiltner and Seconded by Chair Stan Schmidt.

Matthew Jones, City Attorney, provided details of the request to convey properties and answered questions of Council.

Motion carried unanimously by roll call vote.

ADJOURNMENT – 11:50 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C11a) Ratification of an emergency purchase to Danus Utilities, Inc. for the Wastewater Treatment Plant valve replacement for the East Influent Pump Station in the amount of \$64,955.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Approval for ratification of the Emergency Standard Contract for Services CA7614 and the emergency Purchase Order No PO-001475 to Danus Utilities, Inc for the emergency installation of six (6) new 16" influent valves located at the Water Reclamation Facility in the amount of \$64,955.

SUMMARY: The Public Works & Utilities Department is requesting City Council to approve the ratification of emergency Purchase Order No 001475 to Danus Utilities, Inc for the purchase and installation of six (6) - 16" valves at the Water Reclamation Facility. Danus Utilities completed installation of the six (6) new valves on December 10.

The Water Reclamation Facility has three pumps in the East Influent Pump Station (EIPS). These pumps require cleaning three times per week and the entire station is cleaned twice per year. The valves that isolate these pumps were no longer functioning properly. The raw sewage coming from the collection system hampered the ability for staff to safely clean the pumps and/or the station. Replacement of the six (6) - 16" valves was required so staff could safely perform the required cleaning and maintenance on the pumps. Failure to replace the valves could have resulted in a Sanitary Sewer Overflow (SSO) or injury to personnel performing work on the pumps. This was deemed an emergency repair due to the potential for serious personnel injury, a potential SSO, and due to the volatility in the manufacturing lead times/cost for the valves.

The staff solicited quotes from 5 contractors and only received one quote from Danus Utilities, Inc. for the amount of \$64,955. The other contractor "No Quotes" is due to market conditions that have contractors backlogged with work and the inability to secure materials in a timely manner. Current pricing fluctuations are causing many contractors not to quote new work at this time. Work has been completed and City Council ratification is now required by City Ordinance 2-271.

Project Funding Account No.: Fund: 403-Water and Sewer R&R, Cost Center:

No.: SSP002 Water and Sewer, Program: Wastewater Treatment, Spend Category:
Sewage - Capital, Additional Worktag: Project SSP002

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Ratification Memo -- EILS Emergency Valve Replacements 12-16-21 ATF Memo	Ratification Memo -- EILS Emergency Valve Replacements 12-16-21 ATF Memo.docx
2.	Danus Util - Standard Contract for Services CA7614	Danus Util - Standard Contract for Services CA7614.pdf
3.	Executed NTP	Executed NTP.pdf
4.	PO-001475	PO-001475.pdf
5.	Danus Utl Inv #6221	Danus Utl Inv #6221.pdf

Julia Wiggins	Created/Initiated - 12/22/2021
Julia Wiggins	Approved - 12/22/2021
Kynah Cockcroft	Approved - 12/22/2021
Steve Parnell	Approved - 12/23/2021
Lynn Stevens	Approved - 12/29/2021
Matthew Jones	Approved - 1/4/2022
Wayne Clark	Approved - 1/6/2022
Robin Fenwick	Final Approval - 1/6/2022



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Business Manager

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: December 16, 2021

SUBJECT: Danus Utilities, Inc. – Ratification of the Emergency Standard Contract for Services for the Valve Replacements in East Influent Pump Station

REQUEST:

The Public Works & Utilities Department is requesting Council to approve the ratification of the Emergency Standard Contract for Services CA7614 and the emergency Purchase Order No PO-001475 to Danus Utilities, Inc for the emergency installation of six (6) new 16" influent valves located at the Water Reclamation Facility on December 7-10th, 2021.

PURPOSE:

The purpose of this memo is to inform the City Manager of the status of the emergency repair of the six (6) influent valves in the East Influent Pump Station at the Water Reclamation Facility.

CONSIDERATION:

The Water Reclamation Facility has three pumps in the East Influent Pump Station (EIPS). These pumps require cleaning three times per week and the station is cleaned out twice per year. The valves that close off these pumps are no longer functioning properly. The raw sewage coming from the collection system is hampering the ability to safely clean the pumps and/or the station. Replacement of the six (6) existing 16" valves is needed to stop incoming sewage so staff can safely perform cleaning and maintenance on the pumps located in the EIPS. Failure to fix this problem could result in a Sanitary Sewer Overflow (SSO) within the City of Port Orange. An SSO is a reportable event to the Florida Department of Environmental Protection (FDEP) and the US Environmental Protection Agency (EPA). Both can carry substantial daily fines for the amount of sewage released onto the ground and surrounding waterbodies. Installation of a new 16" valves are necessary to avoid such events.

While the design for the replacement of the pumps is currently underway, we still need to clean out these pumps and clean the station itself several times before the completion of the project.

The staff at the Water Reclamation Facility solicited quotes for this repair from outside contractors. We received the following:

• Danus Utilities, Inc.	\$64,955.00
• RCM Utilities, LLC	Declined to Bid
• SGS Contracting Services, Inc.	No Quote
• J&H Waterstop, Inc.	No Quote
• McMahan Construction	No Quote

The numerous “No Quotes” is due to market conditions that have contractors backlogged on new projects up to 20 weeks. Also, the inability to secure materials in a timely manner and pricing fluctuations is causing many contractors to not quote new work at this time.

On December 7-10th, Danus Utilities completed installation of the six (6) new influent valves in the East Influent Pump Station. The work was performed overnight during low flow periods at the Water Reclamation Facility. Staff can now safely perform maintenance on the three (3) influent pumps located in the East Influent Pump Station.

The work was performed under City contract # CA 7614, executed on August 2nd, 2021. A Notice to Proceed was issued on August 16th, 2021 with a completion date of December 31st, 2021. The project has met the requirements of Final Completion by City staff. Vendor has issued invoice #6221, dated December 16, 2021 and final payment has been processed.

FUNDING:

Fund: 403 – Water and Sewer R&R
 Cost Center – Water and Sewer
 Program – Wastewater Treatment
 Spend Category – Sewer Capital
 Additional Worktag (Project) – SSP002 – Sewer Plant Replacement
 Actual - \$64,955.00

RECOMMENDATION:

The Public Works & Utilities Department recommends Council approve the ratification of the Emergency Standard Contract for Services CA7614 and the emergency Purchase Order No PO-001475 to Danus Utilities, Inc for the emergency installation of six (6) new 16” influent valves located at the Water Reclamation Facility on December 7-10th, 2021.

ANTICIPATED SCHEDULE:

- a.) Council Meeting – January 18, 2022

ATTACHMENTS:

- a.) Standard Contract for Services CA7614
- b.) Purchase Order No PO- 001475
- c.) Notice to Proceed
- d.) Danus Utilities, Inc. Invoice #6221 dated December 16, 2021



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 2 day of August, 2021, 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 **DANUS UTILITIES, INC.**, a Florida corporation whose principal address is 2320 Beardall Avenue, Sanford, Florida 32771 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Contractor hereby agrees to provide replacement and installation of Six (6) Sixteen Inch (16") Influent Valves in the East Influent Pump Station located at the Water Treat Reclamation Facility, and as more specifically described in Contractor's Proposal # 07152-1R dated July 15, 2021, and Scope of Services, attached hereto as Exhibit "1" and made a part hereof by reference shall constitute the formal written contract between the City and Contractor.

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed executed by the City and continue until December 30, 2021 ("Term").

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in Exhibit "1," attached hereto, in an amount not to exceed Sixty-Four Thousand Nine Hundred Fifty-Five and 00/100 Dollars (\$64,955.00). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

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

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									
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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.								

☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

14. Modifications or Changes to this Contract

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

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

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

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

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

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects,

whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

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

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

18. 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.

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty

to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. 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.

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, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

23. Controlling Law. **THIS 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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

26. Notice. For purposes of this 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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Danus Utilities, Inc.
Attention: Dan J. Pardus, President
2320 Beardall Avenue
Sanford, Florida 32771
(386) 882-6200 – Telephone
Raymond@danusutilities.com

P.O. Box 291671
Port Orange, Florida 32129

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.

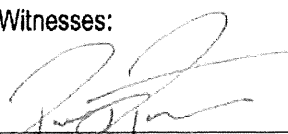
27. Contract Construction

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:



Printed Name: Preston Pardus



Printed Name: Andrew Darling

DANUS UTILITIES, INC.

By: 

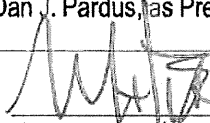
Dan J. Pardus, President

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: July 28, 2021

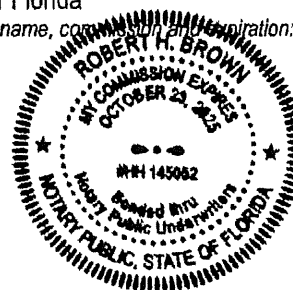
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 28 day of July, 2021, by Dan J. Pardus, as President of Danus Utilities, Inc., a Florida corporation. He X personally known or produced as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

[Signature]
Printed Name: Samie Miller

By: [Signature]
Wayne Clark, City Manager

[Signature]
Printed Name: Cynthia K. Betts

Date: 8/2/2021

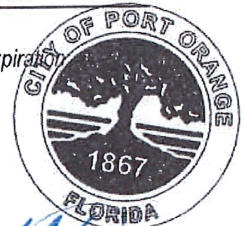
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 2 day of August, 2021, by Wayne Clark, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is X personally known or ___ produced as identification.



SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

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



Witnesses:

ATTEST:

[Signature]
Printed Name: Samie Miller

By: [Signature]
Robin L. Fenwick, MMC, City Clerk

[Signature]
Printed Name: Cynthia K. Betts

Date: 8/2/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or ___ online notarization, this 2 day of August, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is X personally known or ___ produced as identification.



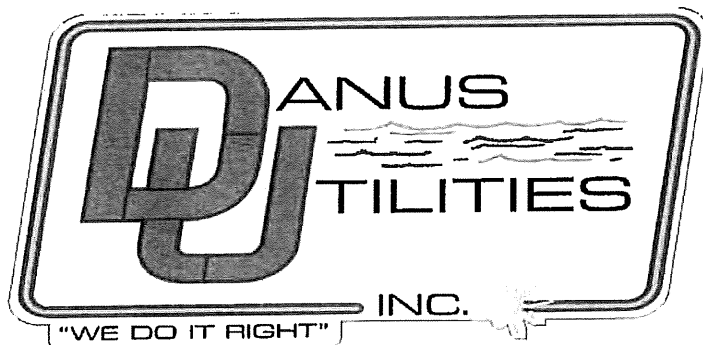
SHELBY FIELD
Commission # GG 274469
Expires November 5, 2022
Bonded Thru Budget Notary Services

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

EXHIBIT “1”

Contractor's Quote and Scope of Services

Consisting of 7 Pages



Proposal #: 071521-1R

Date: 07/15/2021

Submitted to: Steve Parnell

Company: City of Port Orange

Email: sparnell@port-orange.org

2320 Beardall Ave, Sanford, FL 32771

P.O. BOX 291671-32129 (386) 882-6200

State License #CUC 1224744

**Job Description: WRF East Influent PS 16" Valve Replacement
(City of Port Orange)**

We are pleased to quote labor & materials to include:

- Removal of (6) existing 16" Keystone Ballcentric plug valves.
- Furnish & Install (6) Plug Valve with 80% port opening.
- Furnish & Install (6) 16" x 4" Filler Flange
- Furnish & Install (6) 16" Flange adapter.
- Furnish & Install 16" Flange kits, Studs & Nuts as required.

TOTAL: \$64,955.00

***** For Plug Valves with 100% Port Opening add \$13,322.00 to the total above.**

NOTE: City to install by-pass and invert plug during valve replacements during the hours 11PM to 6AM.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of the undersigned.

Authorized Signature:

Raymond Rogers

Raymond@danusutilities.com

386-882-6200



WRF East Influent Pump Station 16" Valve Replacement

SCOPE OF WORK

STATEMENT OF RESPONSIBILITIES:

The Contractor shall be responsible for providing machinery, equipment, tools, materials (valves and all associated piping and fittings), labor, supervision, transportation, supplies, insurance, proper safety measures necessary (confined space & hot work permit) to provide and perform the 16" valve replacements as described and requested in these specifications.

Job Location:

City of Port Orange Water Reclamation Facility

817 Oak Street

Port Orange, FL 32127

Valve Replacements

The East Influent Pump Station has a total of six (6) 16" plug valves that need to be replaced. The current valves are Keystone Ballcentric 16" plug valves with a 21" lay length. Industry standard lay length is now 17.75". Some spacers or additional fittings will be required to install the new valves. The City will provide bypass pumping/plugs for the station to ensure no backflow is present during install. Installation of the new valves will need to occur during low influent flow at the WRF. The station will be bypassed during the hours of **11pm to 6am** to allow the scheduled work to be performed. See "exhibit A" for pictures of current valves and station configuration.

SUPERVISION:

The Contractor shall be responsible for all personnel and supervision required in performing work in accordance with these specifications. Supervision will be required for all working hours of the contract.

Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City. Contractor shall notify the City

(via fax, e-mail or in person) when the specified scheduled services are fully completed. This is to allow the City to inspect for contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City as required to accomplish the City's objectives. All meetings with the City will be at no charge.

CONTACT PERSONS

Chris Wall – Reclaimed Water Production Manager

cwall@port-orange.org

386 506-5787 office

386 566-4347 cell

Steve Parnell – Deputy Director of Public Utilities

sparnell@port-orange.org

386 506-5761 office

386 299-5731 cell

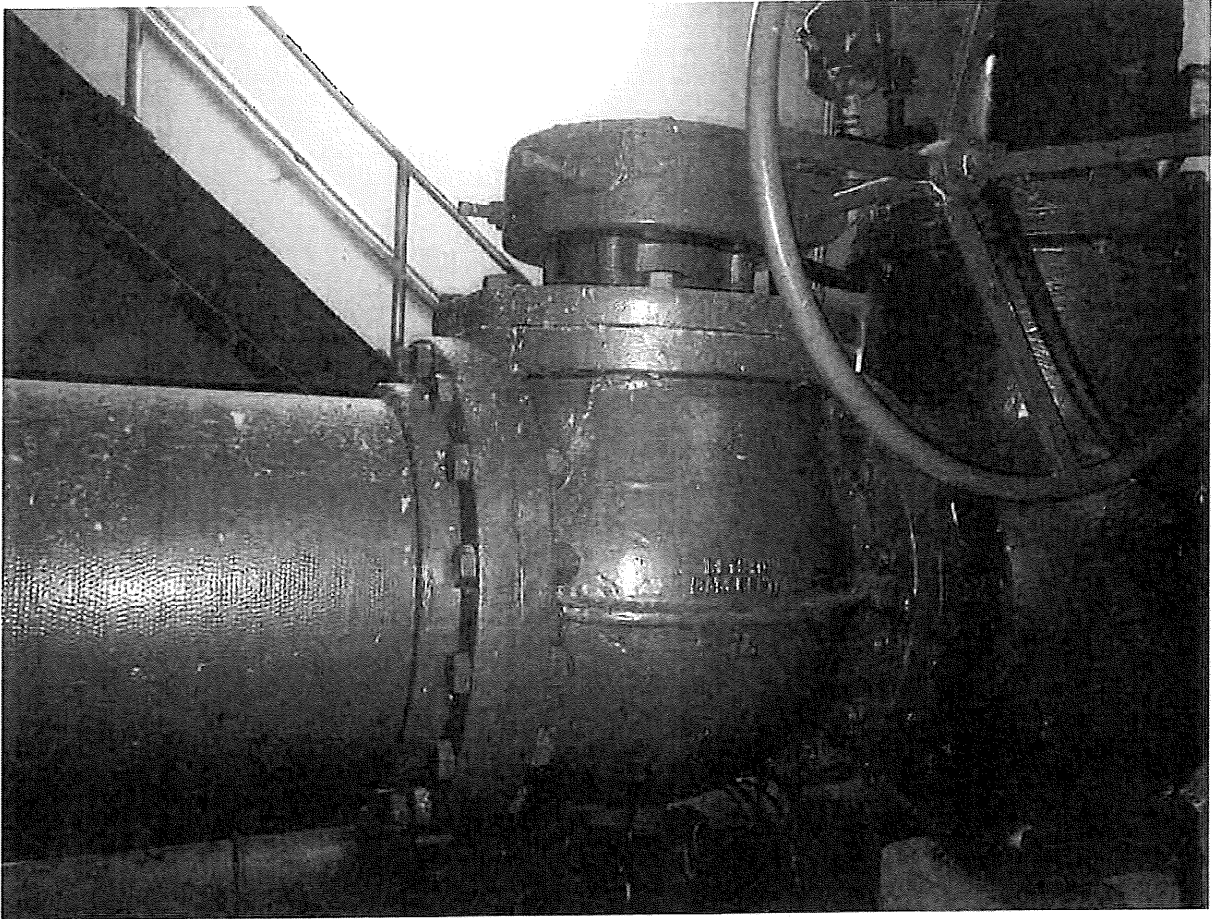
The Contractor shall provide the name and telephone number of a contact person in case of an emergency.

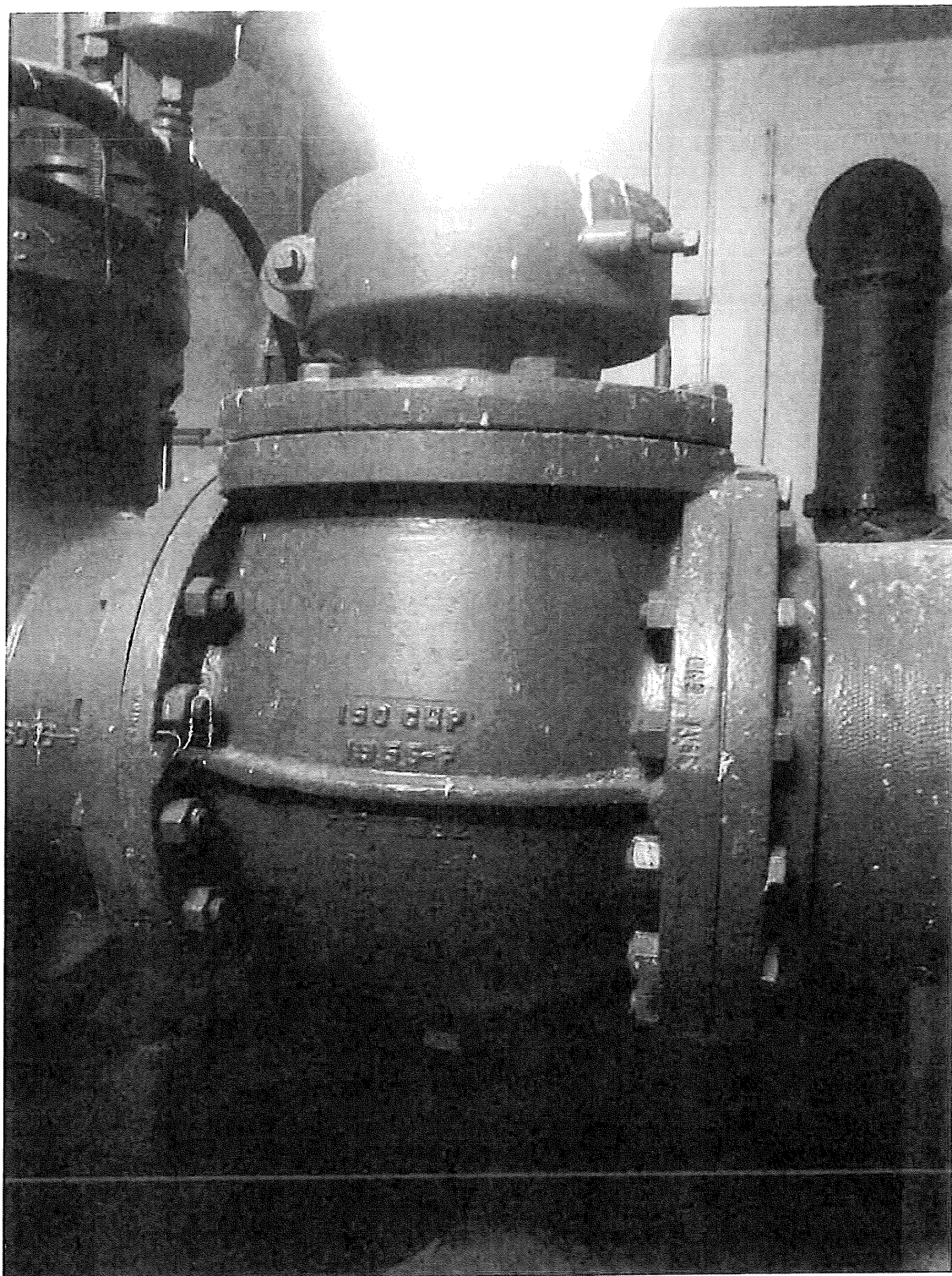
Bid Submittal:

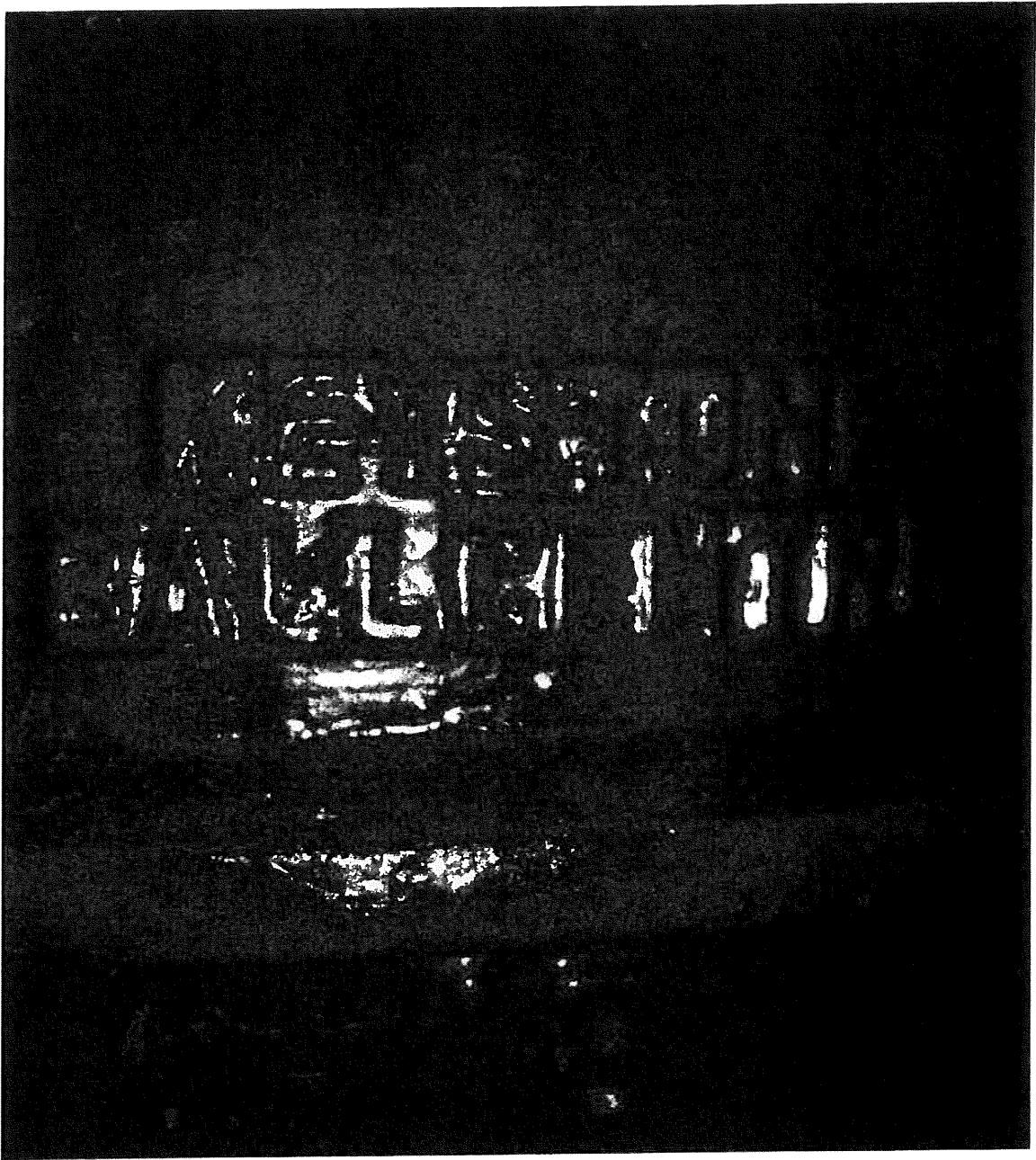
Please submit bids to Steve Parnell – sparnell@port-orange.org no later than **5pm on July 16th, 2021.**

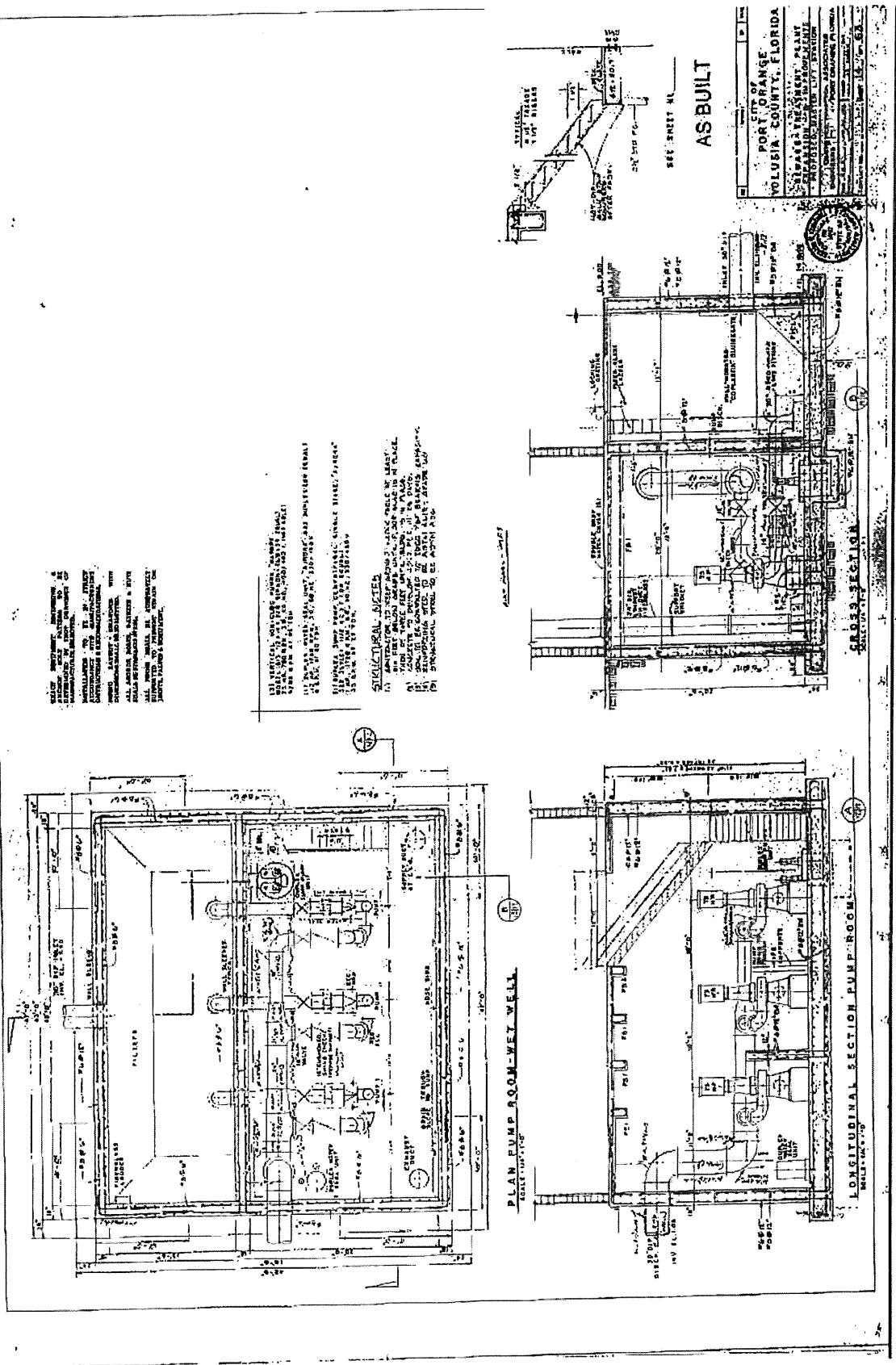
Pricing to be lump sum for this project.

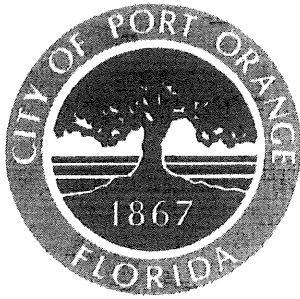
EXHBIT A











CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Lynn Stevens, Director
Public Works & Utilities Department
1395 Dunlawton Avenue
Port Orange, FL 32129
Ph: (386) 506-5575
lstevens@port-orange.org

Issued To: Dan Pardus
Danus Utilities, Inc.
P.O. Box 291671
Port Orange
Ph: (386) 233-5588
dan@danusutilities.com

PROJECT TITLE: EMLS Emergency Valve Replacements

BID NO. N/A

This **Notice to Proceed** issued to your company is for the above referenced project and in accordance with the Scope of Work and all terms and conditions of the agreement between the City of Port Orange and Danus Utilities, Inc., dated July 28, 2021. The **effective date** of this **Notice to Proceed** is August 13, 2021 with **substantial completion** being no later than November 30th, 2021 and for **final acceptance** no later than December 30th, 2021.

Please sign below acknowledging and agreeing to the contents of this Notice to Proceed and return a copy of this form to Project Manager, Christopher Wall, Water Reclamation Facilities Manager; at the address below:

Project Manager: City of Port Orange, Public Works & Utilities Department
817 Oak Street, Port Orange, Florida 32127

All future correspondence or requests for changes to the contract must be addressed to the Project Manager.

ISSUED BY:

Owner: City of Port Orange

By: [Signature]
Lynn Stevens

This 16th day of Aug 2021

Title: Director of Public Works & Utilities

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Danus Utilities, Inc.
By: [Signature] Dan Pardus

This 16 day of August 2021
Title: President

COPY – JULIA WIGGINS, BUSINESS MANAGER



CITY OF PORT ORANGE PURCHASE ORDER

PLEASE SEND INVOICE TO:
ACCOUNTS PAYABLE
P.O. BOX 291759
PORT ORANGE, FL 32129-1759
TELEPHONE 386-506-5700
apbilling@port-orange.org

P.O. NUMBER
PO-001475

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

DATE: 08/13/2021
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-001693

Page 1 of 4

VENDOR:

Danus Utilities Inc.
P.o. Box 291671
Port Orange, FL 32129
United States of America

SHIP TO:

Public Works
City of Port Orange
817 Oak St
Port Orange, FL 32127
United States of America

Buyer:

Joseph Castro
(386) 506-5717
purchdiv@port-orange.org

Contract Number

DATE REQUIRED BY:
12/31/2021

FOB:
Destination

Service Lines

Line Number	Item Name	Description	Start Date	End Date	Amount
1		EMERGENCY Professional Services as outlined under Standard Contract for Services CA7614 as it relates to the replacement of valves for the Water Reclamation Facility (WRF) East Influent Pump Station.	08/16/2021	12/31/2021	64,955.00
TOTAL					64,955.00

Total: \$64,955.00

8/13/2021
Emailed to
Steve & Chris

Memo: In accordance with the CA7614. Service(s) per proposal
CA7614 "Exhibit 1": Proposal #071521-1R.
No work is to begin until the City has issued the Notice to Proceed.

City Manager

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C11b) Intent to Award ITB #21-24 to Drewry Site Development, LLC for Garnsey Water Plant Dewatered Lime Sludge Disposal

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life; 2 - Infrastructure

RECOMMENDED MOTION: Move to approve award of ITB #21-24 Garnsey Water Plant Dewatered Lime Sludge Disposal to the sole responsive bidder, Drewry Site Development, LLC, with a bid of \$6.25 per ton for sludge disposal; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City currently transports lime sludge from the Water Plant to the vendor's site for disposal. In an attempt to analyze whether the current practice is the most efficient and effective, staff provided the opportunity for the contractors to submit separate bids for Item A) Delivery of lime sludge by City staff to the contractor's site for disposal (current method) and, Item B) Contractor to pick up sludge from the City's water plant directly for disposal. None of the bidders elected to respond to Item B, so staff will continue with the current practice. The staff has adequate resources to continue this practice.

The water plant generates approximately 17-34 tons of expended lime sludge per day. The contractor must be able to accept daily deliveries of lime sludge on a continuous basis, 365 days a year. On November 15, 2021, Purchasing received two (2) submittals for ITB #21-24, Garnsey Water Plant Dewatered Lime Sludge Disposal. Purchasing staff deemed one bid as non-responsive. Staff is recommending awarding to the sole, responsive, and responsible bidder, Drewry Site Development, LLC, with a bid of \$6.25 per ton for the disposal of expended lime sludge. The Contractor is responsible for disposing of the lime sludge at a fully permitted and licensed disposal site.

The Standard Contract for Services will have an initial three (3) year term with the option to renew up to two (2) one year terms agreed upon by both parties. The annual spending authority will be limited to the budgeted amount as approved by Port Orange City Council for the then-current fiscal year.

Project Funding Account No.: Cost Center: Water and Sewer Program: Water
No.: NONE production Spend Category: Landfill services

ATTACHMENTS:

1.	Drewry Site Development, LLC - ITB 21-24 Standard Contract for Services	Drewry Site Development, LLC - ITB 21-24 Standard Contract for Services.pdf
2.	ITB 21-24 Notice of Intent to Award FINAL (12.3.2021)	ITB 21-24 Notice of Intent to Award FINAL (12.3.2021).pdf
3.	ITB 21-24 Bid Tabulation FINAL (12.3.2021)	ITB 21-24 Bid Tabulation FINAL (12.3.2021).pdf
4.	ITB 21-24 Addendum No.1 of 1 FINAL (11.5.2021)	ITB 21-24 Addendum No.1 of 1 FINAL (11.5.2021).pdf
5.	ITB 21-24 BID PKG Garnsey Water Plant Dewatered Lime Sludge Disposal FINAL (10.19.2021) JP	ITB 21-24 BID PKG Garnsey Water Plant Dewatered Lime Sludge Disposal FINAL (10.19.2021) JP.pdf

Kynah Cockcroft	Created/Initiated - 12/7/2021
Julia Wiggins	Approved - 12/7/2021
Steve Parnell	Approved - 12/7/2021
Lynn Stevens	Approved - 12/8/2021
Linda Truitt	Approved - 12/9/2021
Robin Hayes	Approved - 12/10/2021
Matthew Jones	Approved - 1/4/2022
Wayne Clark	Approved - 1/6/2022
Robin Fenwick	Final Approval - 1/6/2022



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, 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 **DREWRY SITE DEVELOPMENT, LLC**, a Florida limited liability corporation whose principal address is 400 Venture Drive, Suite F, South Daytona, Florida 32119 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to receive and dispose of expended lime sludge from the Garnsey Water Treatment Plant, located at 4400 Wellfield Road, and as more specifically described in and pursuant to Intent to Bid ("ITB 21-24"). This Contract together with ITB 21-24, Addendum No. 1, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Work, and the Contractor's Schedule of Unit Pricing, as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-24, Addendum No. 1, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of three (3) years ("Initial Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for two (2) one-year renewal periods, subject to the review and approval of the City Manager and budget appropriation.

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the unit prices set forth in Exhibit "1" attached hereto, in an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

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

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									

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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

18. 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.

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. 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.

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, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

23. Controlling Law. **THIS 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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

26. Notice. For purposes of this 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: Lynn Stevens, Public Works and Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Contractor:	Drewry Site Development, LLC Attention: Scott A. Drewry, Manager 400 Venture Drive Suite F South Daytona, Florida 32119 (386) 313-3220 - Telephone estimating@drewrysite.com

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

27. Contract Construction

This 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:

DREWRY SITE DEVELOPMENT, LLC

Printed Name:_____

By:_____

Scott A. Drewry, Manager

If this Contract is signed by an individual not identified as officer or authorized person of the entity 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 entity.

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Scott A. Drewry, as Manager of Drewry Site Development, LLC, a Florida limited liability corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Contractor's Quote and ITB 21-24 Section 3

Consisting of 2 Pages

**"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING****BID FORM****ITB 21-24****GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL****Completed "Attachment 1" Schedule of Unit Pricing Bid form MUST be included with Bid Submission**

Bidders must provide pricing for Items A and/or B per the specifications in Section 3 - Scope of Work/Specifications. If bidder is not bidding on both Items A and B, bidder must write 'No Bid' on the line for the item they are not able to provide pricing for.

Instructions to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	Drewry Site Development, LLC					
CONTACT PERSON:	Scott Drewry or Hope Goeman					
EMAIL ADDRESS:	Scott@drewrysite.com or Hope@drewrysite.com					
AUTHORIZED SIGNATURE:						
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3, ITEM A SPECIFICATIONS						
ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT COST	TOTAL COST	
A	Delivery of lime sludge by City to the Contractor	9,000 per year	TON	\$6.25	\$56,250.00	
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3, ITEM B SPECIFICATIONS						
ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT COST	TOTAL COST	
B	Contractor Pick Up of lime sludge from the City	9,000 per year	TON	\$0.00	\$0.00	

SECTION 3 - SCOPE OF WORK/SPECIFICATIONS

Scope of Work

In order to maintain operational reliability of the water treatment plant, daily removal of processed Lime Sludge is required. Bidders must provide pricing for items A and/or B of the line items on "Attachment 1" ITB Schedule of Unit Pricing Bid Form depending on their abilities to meet the specifications below. If bidder can only provide one of the services below, either A or B, bidder must indicate "No Bid" on the line item they cannot provide.

Specifications

A. Delivery by City to the Contractor

1. Estimated expended Lime Sludge quantities average 17-34 Tons per Day, seven days per week with an estimated annual average of 9,000 Tons.
2. The City of Port Orange will assign City personnel to deliver the Lime Sludge to the Contractor.
3. Contractor shall be responsible for the location for receiving the Lime Sludge and the site for the material disposal.
4. Contractor shall coordinate with the Water Plant Operators for daily deliveries of Lime Sludge loads, up to three per day. Garnsey Water Plant operation is continuous, and loads will be delivered 365 days per year.
5. All deliveries shall be performed between the hours of 9am – 5pm, seven days a week. Access to the facility will be pre-determined with the Contractor.
6. Contractor shall be completely and entirely responsible to dispose of expended Lime Sludge at a fully permitted and licensed disposal site(s). Alternate disposal arrangements may be approved by the City on a case-by-case basis, including reuse/recycling option(s).

B. Contractor Pick Up from the City

1. Estimated expended Lime Sludge quantities average 17-34 Tons per Day, seven days per week with an estimated annual average of 9,000 Tons.
2. The Contractor shall coordinate with the Water Plant Operators for daily pick up of Lime Sludge loads, up to three per day. Garnsey Water Plant operation is continuous, and loads shall be picked-up 365 days per year.
3. The City of Port Orange personnel will fill the Contractor's vehicles and the Contractor shall be responsible for retrieving and proper material disposal.
4. All pick-ups shall be performed between the hours of 7am – 7pm, seven days a week. Access to the facility will be pre-determined with the Contractor.
5. Contractor shall be completely and entirely responsible to dispose of expended Lime Sludge at a fully permitted and licensed disposal site(s). Alternate disposal arrangements may be approved by the City on a case-by-case basis, including reuse/recycling option(s).

[Remainder of page is intentionally left blank]



NOTICE OF INTENT TO AWARD

ITB # 21-24

GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL

December 6, 2021

On November 15, 2021, Purchasing received two (2) submittals for ITB # 21-24 Garnsey Water Plant Dewatered Lime Sludge Disposal.

After review of the responses, City Staff has made a recommendation to award to the following firm:

Drewry Site Development, LLC

This recommendation of award will be presented to City Council for approval on or about January 18, 2022. Interested parties may review the City Council agenda at <https://www.port-orange.org/776/Agendas-and-Minutes>.

Joseph Castro
Buyer



ITB 21-24 GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL
BID TABULATION
OPENING DATE/TIME November 15 , 2021 @ 2:30PM

DREWRY SITE DEVELOPMENT, LLC RESPONSIVE					
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3, ITEM A SPECIFICATIONS					
ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT COST	TOTAL COST
A	Delivery of lime sludge by City to the Contractor	9,000 per year	TON	\$6.25	\$56,250.00
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3, ITEM B SPECIFICATIONS					
ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT COST	TOTAL COST
B	Contractor Pick Up of lime sludge from the City	9,000 per year	TON	NO BID	\$

CRUSH SUPPLY, LLC NON-RESPONSIVE					
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3, ITEM A SPECIFICATIONS					
ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT COST	TOTAL COST
A	Delivery of lime sludge by City to the Contractor	9,000 per year	TON	\$0.00	\$0.00
ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3, ITEM B SPECIFICATIONS					
ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT COST	TOTAL COST
B	Contractor Pick Up of lime sludge from the City	9,000 per year	TON	NO BID	\$

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 1

November 5, 2021

ITB #21-24 GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated October 25, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. CLARIFICATIONS:

The following is hereby added to Section 6 SPECIAL REQUIREMENTS/INSTRUCTIONS:

BID BONDS:

A certified check or bank draft, payable to the City of Port Orange, Florida or a satisfactory bid bond executed by the Bidder and an acceptable surety, in an amount equal to five percent (5%) of the total amount bid shall be submitted with each bid.

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Is a bid bond required?

ANSWER: Yes, please refer to the ITB, Page 2 Legal Notice to Proposers and the added language in A. Clarifications above.

Question No.2: Have you had any analytical on the lime sludge that is currently out for bid?

ANSWER: The City does not have any analytical data on the lime sludge.

Question No.3: What is the moisture level of the material?

ANSWER: The sludge moisture level is usually 24%-26% but can vary depending on process changes.

Question No.4: Is the lime burnt prior to its use in your system?

ANSWER: Yes, the lime we source is Kiln-fired (burnt.)

Question No.5: What is the loss of ignition of the waste sludge?

ANSWER: Loss of ignition is determined by experimental testing analysis and the City does not have that information.

Question No.6: Is there any reactivity still left in the waste?

ANSWER: The disposal sludge should have no reactivity left under normal operating conditions.

Question No.7: Who is currently picking up the lime sludge and the disposal site?

ANSWER: The City is transporting the lime sludge to Drewry Site Deveolpment LLC at 1189 Indian Lake Rd for disposal.

Question No.8: Who is the current contractor?

ANSWER: Please see answer No.7

Question No.9: What is the current and original contract price?

ANSWER: The current and previous rate the City is being charged for disposal is \$5.75 per cubic yard.

Question No.10: Where is the current contractor taking the material to be disposed of?

ANSWER: Please see answer No.7.

Question No.11: What kind of site permit and licenses are to be required for the site?

ANSWER: It is up to the Bidder to determine their permitting and license requirements for disposal.

Question No.12: How many trailers can be staged at the water plant and does the City have a way to move trailers around?

ANSWER: The Water Plant can accommodate up to 5 trailers, currently the facility does not have a means to move trailers around.

Question No.13: Approximately how long does it take the City to fill a trailer with 24 tons?

ANSWER: 1-2 days

Question No.14: Do you have a current analysis for this material?

ANSWER: No

Question No.15: When is the anticipated start date for this project?

ANSWER: January 2022

In all other respects, except as specifically stated herein, the subject ITB # 21-24 GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL remains unchanged.

END OF ADDENDUM NO. #1

Joseph Castro

Buyer

jcastro@port-orange.org

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL

ITB #21-24



City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer

Release Date: October 25, 2021

Bid Due Date & Time: November 15, 2021 at 2:30 P.M.

City of Port Orange, Florida

1000 City Center Circle

Port Orange, FL 32129

(386) 506-5740

purchdiv@port-orange.org

www.port-orange.org



Legal Notice to Proposers

ITB #21-24

GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #21-24 GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on November 15, 2021** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms to deem the Bidder responsive or non-responsive. Bid will be opened and read aloud at 2:30 P.M. in Council Chambers.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each bid.

DESCRIPTION: *The City of Port Orange is soliciting sealed bids for disposal of expended lime sludge removal from the Garnsey Water Treatment Plant.*

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

All Bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Bids will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local bidders may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the Bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to the Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #21-24 GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL"** in the subject line. Last day for questions will be **November 1, 2021 at 5:00 P.M.**

[Remainder of this page left intentionally blank]

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



SEALED BID • DO NOT OPEN	
SEALED BID NO.	<u>ITB #21-24</u>
BID TITLE:	<u>GARNSEY WATER PLANT DEWATERED LIME</u> <u>SLUDGE DISPOSAL</u>
DUE DATE/TIME:	<u>November 15, 2021 at 2:30 P.M.</u>
SUBMITTED BY:	<u>(Name of Company)</u>
ADDRESS:	<u></u> <u></u>
DELIVER TO:	City of Port Orange Attn: Joseph Castro, Buyer Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	<u></u> (To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO BIDDERS	6
SECTION 3 – SCOPE OF WORK/SPECIFICATIONS	10
SECTION 4 – STANDARD PURCHASE DEFINITIONS.....	11
SECTION 5 – GENERAL TERMS AND CONDITIONS.....	14
SECTION 6 – SPECIAL CONDITIONS.....	37
SECTION 7 – REQUIRED FORMS.....	39
FORM 7.1 – BID SUBMITTAL CHECKLIST	39
FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM	40
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	41
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT	42
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES	43
FORM 7.6 – ANTI-COLLUSION FORM.....	44
FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS	45
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	46
FORM 7.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY.....	48
FORM 7.10 – E-VERIFY AFFIDAVIT.....	49
FORM 7.11 - DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.....	50
ATTACHMENT 1 – SCHEDULE OF UNIT PRICING.....	51
BID BOND.....	52
LEASED EMPLOYEE AFFIDAVIT FORM (FOR INFORMATIONAL PURPOSES ONLY)	54
AFFIDAVIT REGARDING WORKERS COMPENSATION FORM (FOR INFORMATIONAL PURPOSES ONLY).....	55
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY).....	56

[Remainder of this page left intentionally blank]

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for disposal of expended lime sludge from the Garnsey Water Treatment Plant located at 4400 Wellfield Rd. Port Orange, Florida 32129.

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

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO BIDDERS

Firms or companies (Bidder) desiring to provide services, as described herein shall submit sealed bids including one original copy and one (1) digital (CD or flash drive) version in PDF format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of Distribution..... October 25, 2021

Deadline for Questions.....November 1, 2021 by 5:00P.M.

Final Addendum PostingNovember 8, 2021 by 5:00 P.M.

Bids Due..... November 15, 2021 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of Award..... To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

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

Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

- a) Invitation to Bid (ITB) Number and Title
- b) Date of Opening
- c) Name of Bidder
- d) Address of Bidder

Due to the timing of mail service, the City cautions Bidders to assure actual delivery of Bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

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

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

All Bids will be opened publicly, and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference “ITB #21-24 GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSAL ” in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Joseph Castro, Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Addenda will be provided via the City website www.port-orange.org/bids.aspx and DemandStar website www.demandstar.com. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. It is the Bidders responsibility to be sure all correct number of addenda were received by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement.

CLARIFICATIONS:

It is the Bidder’s responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your Bid after opening or for subsequent protest of award.

MINIMUM QUALIFICATIONS:

Bidders shall be licensed to do business in the State of Florida and submit Sunbiz report showing their company registered as “Active”. Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided “Professional References” form. Failure to provide references that verify required experience will cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING

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

PRICING SHEETS:

Schedule of Unit Pricing (Attachment 1) is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the price sheets/bid forms as directed and without modification may negatively affect the evaluation of your bid.

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the Bidder’s Acknowledgement Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Bidder shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Bidders.

Upon opening, Bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF BIDS:

Correction of inadvertently erroneous Bids shall be permitted up to the time of ITB opening. Bidders shall not be allowed to modify their Bids after the opening time and date.

WITHDRAWAL OF BIDS:

NO bid shall be withdrawn for a period of ninety (90) days subsequent to the Bid opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal or modification after the Bid has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Bid shall not be resubmitted.

OPENING OF BIDS:

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The Purchasing Department shall bear no responsibility for the premature opening of a Bid not properly addressed and identified.

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history on Form 7.12 as required in the ITB may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF BIDS:

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

BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.

- (e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

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

AMERICANS WITH DISABILITIES ACT (ADA):

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

REQUIRED DOCUMENTS FOR AWARDED BIDDER:

The awarded Bidder shall return all of the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

[Remainder of this page left intentionally blank]

SECTION 3 - SCOPE OF WORK/SPECIFICATIONS

Scope of Work

In order to maintain operational reliability of the water treatment plant, daily removal of processed Lime Sludge is required. Bidders must provide pricing for items A and/or B of the line items on "Attachment 1" ITB Schedule of Unit Pricing Bid Form depending on their abilities to meet the specifications below. If bidder can only provide one of the services below, either A or B, bidder must indicate "No Bid" on the line item they cannot provide.

Specifications

A. Delivery by City to the Contractor

1. Estimated expended Lime Sludge quantities average 17-34 Tons per Day, seven days per week with an estimated annual average of 9,000 Tons.
2. The City of Port Orange will assign City personnel to deliver the Lime Sludge to the Contractor.
3. Contractor shall be responsible for the location for receiving the Lime Sludge and the site for the material disposal.
4. Contractor shall coordinate with the Water Plant Operators for daily deliveries of Lime Sludge loads, up to three per day. Garnsey Water Plant operation is continuous, and loads will be delivered 365 days per year.
5. All deliveries shall be performed between the hours of 9am – 5pm, seven days a week. Access to the facility will be pre-determined with the Contractor.
6. Contractor shall be completely and entirely responsible to dispose of expended Lime Sludge at a fully permitted and licensed disposal site(s). Alternate disposal arrangements may be approved by the City on a case-by-case basis, including reuse/recycling option(s).

B. Contractor Pick Up from the City

1. Estimated expended Lime Sludge quantities average 17-34 Tons per Day, seven days per week with an estimated annual average of 9,000 Tons.
2. The Contractor shall coordinate with the Water Plant Operators for daily pick up of Lime Sludge loads, up to three per day. Garnsey Water Plant operation is continuous, and loads shall be picked-up 365 days per year.
3. The City of Port Orange personnel will fill the Contractor's vehicles and the Contractor shall be responsible for retrieving and proper material disposal.
4. All pick-ups shall be performed between the hours of 7am – 7pm, seven days a week. Access to the facility will be pre-determined with the Contractor.
5. Contractor shall be completely and entirely responsible to dispose of expended Lime Sludge at a fully permitted and licensed disposal site(s). Alternate disposal arrangements may be approved by the City on a case-by-case basis, including reuse/recycling option(s).

[Remainder of page is intentionally left blank]

SECTION 4 – STANDARD PURCHASING DEFINITIONS

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

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

specified Good or Service which has been advertised for Bid in a newspaper.

24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the “driver of change” and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive Bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsive and Responsible Bidder** means the Bidder submitting lowest responsive and responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 “Consultant’s Competitive Negotiation Act” which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. “prospective respondents”) submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Bidder)** is a bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor’s obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status. (Also called “Bidder” or “Proposer”.)

[Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders shall acknowledge all addenda by completing Form 7.3 Addendum and Change Order Procedure Acknowledgement and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. All Addenda shall be posted by the CITY on www.demandstar.com and City of Port Orange website, www.port-orange.org/bids.aspx

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

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

By submitting this Response to a Formal Solicitation, the Bidder affirms that this Response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a Response for the same materials, supplies, or equipment, and that this response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this Solicitation and certifies that they are authorized to sign this Response for

the Bidder. In submitting a Response to the City of Port Orange, the Bidder offers and agrees that if the Response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. **APPLICABLE LAWS**

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

6. **ASSIGNMENT**

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

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

A Florida corporation or partnership is required to provide evidence with its response that the Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful bidder, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Bidder is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful bidder, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

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

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

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

quote for purchase of services and goods by the City of Port Orange.

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

When a bid received has been determined to be satisfactory, a Contract will be awarded, or Purchase Order issued to the LOWEST Responsible and Responsive Bidder within the time designated in the Contract Documents. The Bidder(s) to whom the award is made shall execute the Contract(s) and return, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

10. **BID RETURNS**

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

11. **BID PROTEST**

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

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

12. **BID/PROPOSAL TABULATION**

Bidders who wish to receive a copy of the bid/proposal tabulation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

13. BONDS

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

14. CERTIFICATE OF INSURANCE

Upon notice of intent to award contract resulting from this solicitation, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. CHANGE ORDERS

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

16. CHANGE ORDER REQUEST NOTIFICATION

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

17. CLEAN UP

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

18. CONDUCT OF BIDDERS

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

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

20. CONFLICT OF INTEREST

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

21. CONFLICT OF INSTRUCTIONS

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

22. CONTRACT

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

23. CONTRACT OBLIGATION

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

24. CONTRACT RENEWALS

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

25. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000) shall require City Council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5. 5-6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

26. COPYRIGHT AND PATENT RIGHTS

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

27. COST INCURRED BY BIDDER

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

28. DAMAGE

The Contractor shall hold sole responsibility for any damages to the City's equipment or property, the workplace and its contents due to work, negligence in work, personnel and equipment. The Contractor shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

29. DEFAULT PROVISIONS

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

30. DELIVERY OF GOODS/SERVICES

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

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

31. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER/PROPOSER

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

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

32. DISCLOSURE OF CONFLICTS

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

The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

33. DISQUALIFICATION OF BIDDER/PROPOSER

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

34. EXCEPTIONS TO SPECIFICATIONS

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

35. E-VERIFY

Bidders shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired on or after January 1, 2021 by the Bidder and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Bidders shall complete Form 7.11 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

36. FACILITIES

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

37. FAILURE TO RESPOND

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

38. FINANCIAL STABILITY

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

39. 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.

40. GOVERNING FORMS

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

41. GOVERNING LAW

Bidders shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section

287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

42. GRANT FUNDING

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

43. HIPAA COMPLIANCE

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

44. IDENTICAL TIE BIDS

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

45. INDEMNIFICATION/HOLD HARMLESS

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

46. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that

the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself/herself or his/her employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred as arising as a result of any activity of the Bidder/Proposer or any activity of the Bidder's employees performed in connection with the Contract.

47. INSPECTIONS AND TESTING

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

48. INSURANCE CANCELLATION

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

49. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. 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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any

other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

[Remainder of this page left intentionally blank]

Standard Insurance Requirements

	Insurance	Standards	Additional Requirements
REQUIRED	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million To Be Determined by the City.	☐ 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.
REQUIRED	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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.
REQUIRED	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

[Remainder of this page left intentionally blank]

50. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.

51. IRREVOCABILITY OF RESPONSES

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

52. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

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

53. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

54. LICENSES, PERMITS AND TAXES

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

55. LITERATURE (if applicable):

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

56. LOCAL PREFERENCE

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

(a) Competitive Bids

- (1) Port Orange Business: In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent (8%) of the lowest and best responsible bid submitted by a non-Port-Orange business, then the Port Orange business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.

- (2) Volusia County business: In any competitive bidding process where a Volusia County business is within five percent (5%) of the lowest and best responsible bid submitted by a business other than a Port Orange business or Volusia County business, then the Volusia County business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (3) Florida Business: In any competitive bidding process where a State of Florida business is within three percent (3%) of the lowest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five (5) working days of the bid opening, a best and final bid equal to or lower than the amount of the original low bid. The bid shall then be awarded to the lowest and best responsible bidder.
 - (4) Tied Bid Preference: In case of a tie bid between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- (b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

57. MAINTENANCE

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

58. NAME BRANDS

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

59. NON-DISCRIMINATION

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

60. NON-EXCLUSIVITY OF CONTRACT

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

61. NON-PERFORMANCE:

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

62. NOTICE TO CONTRACTOR

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

63. OPTIONAL CONTRACT USAGE

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

64. OTHER AGENCIES

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

65. PATENTS/COPYRIGHTS

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

66. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-bid and pre-proposal conference is normally non-mandatory. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

67. PREPARATION OF RESPONSES

In preparing Responses, the Proposal Form, the Bid Form (when a Bid Bond is permitted as proposal security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. Upon the prescribed Schedule of Unit Prices, all bid prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the Total Bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the Proposal. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the Proposal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

68. POSTPONEMENT / CANCELLATION / WAIVER OF IRREGULARITIES

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

69. PRICING

The Bidder certifies that prices, terms and conditions in the Response will be firm for acceptance for a period of ninety (90) days from the date of Response opening unless otherwise stated by the City. Responses may not be withdrawn before the expiration of ninety (90) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after ninety (90) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting Bids/Proposals based on a Lump Sum basis, Bidders shall be required to submit a Schedule of Unit Pricing for each line item listed on the Bid Proposal in order to be considered for award.

70. PRODUCTS/ESTIMATES:

Items included on the Bid Form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and cannot be guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

71. PROPRIETY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify

for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

72. PROTECTION

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

73. PUBLIC ENTITY CRIMES

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

74. PUBLIC RECORDS COMPLIANCE

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

75. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was

amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Bidder, or where a Bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

76. PURCHASE ORDER AND DELIVERY

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

77. QUALITY

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

78. RECORDS/AUDIT

(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.

79. RECYCLED MATERIALS

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

80. REJECTING OF RESPONSES, REBIDDING

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

81. REQUEST FOR ADDITIONAL INFORMATION

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

82. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

83. RIGHT OF WITHDRAWAL

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

84. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

85. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

86. SAMPLES

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

87. SEPARATION AND DISTRUBUTION

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

88. SEVERABILITY

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

89. SIGNATURE REQUIRED

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

90. SIGNED RESPONSE CONSIDERED AN OFFER

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

91. SILENCE OF SPECIFICATIONS

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

92. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Bidders shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Joseph Castro, Buyer, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City.

One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be unopened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

93. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

94. SUBCONTRACTING

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

95. SUPPLEMENTAL MATERIALS

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

96. TAXES

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

97. TERM CONTRACTS

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

98. TERMINATION CONVENIENCE – NOTICE

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

99. TERMINATION - NOTICE

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

contract. The Bidder shall be required to give the City written notice (60) sixty days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

100. TITLE TRANSFER

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

101. UNBALANCED BID

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

102. USE OF SOLICITATION FORMS

The Bidder shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Bidder's Acknowledgement Form contained in each Solicitation.

103. VARIANCES

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

104. BIDDER'S PRODUCT OR SERVICES

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

- a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
- b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.

- c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, proposal or quote.

105. WAIVER OF IRREGULARITIES

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

106. WARRANTIES

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

[Remainder of page left intentionally blank]

SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

PERIOD OF OFFER VALIDITY:

Bids offered in this ITB must remain firm for a period of ninety (90) days from the ITB opening date.

CONTRACT TERM:

The initial term of the contract will be for three (3) years with two (2) one (1) year renewal options agreed upon by both parties.

AWARD RECOMMENDATION:

It is the intent of the City to award a contract to the lowest responsive and responsible bidder of item A or B as outlined in Section 3 Scope of Work/Specifications and the Schedule of Unit Pricing (Attachment 1).

TIME-LINE:

- A. Notice of Award: after bid opening and complete review of submitted bid information.
- B. Notice to Proceed: TBD by the using department.
- c. Start Date and Time: TBD by the using department.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

LICENSES AND PERMITS:

Contractor is responsible for all applicable local and state licenses, permits and fees.

NOTICE:

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

PRIME CONTRACTOR:

The successful Bidder will be required to perform the work as the Prime Contractor. The Contractor shall not subcontract any portion of the work without the prior written approval of the City of Port Orange. No assignment of the contract will be allowed.

PICK-UP LOCATION SITE VIST:

If the Contractor is picking up the lime sludge, the City shall provide the Contractor a site visit of the Garnsey Water Plant to view the dewatering and staging areas. Contractor shall discuss any concerns with the site conditions or working environments. City shall address these concerns if applicable.

DELIVERY LOCATION SITE VISIT

If the City is delivering the lime sludge to the Contactor, the City shall allow Garnsey Water Plant staff to conduct a site visit of the delivery area. Contractor shall discuss any concerns with the site conditions or working environments. City shall address these concerns if applicable.

PICK UP/DELIVERY SCHEDULE :

Contractor shall meet with City staff to discuss either the pick-up or delivery schedule. Pick-up or delivery times will be determined and agreed upon by Contractor and City Water Plant Staff.

SAFETY:

Contractor will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

REPAIR OF DAMAGES:

It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

SITE CLEANLINESS:

The Contractor is responsible for keeping the work site clean and free from trash and debris.

[Remainder of page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Bidder’s Acknowledgement Form
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Anti-Collusion Form
- _____ Form 7.7– Statement of Bidder’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Affidavit of Eligibility
- _____ Form 7.10 – E-Verify Affidavit
- _____ Form 7.11 - Debarment, Suspension and Other Responsibility Matters
- _____ Attachment 1 – Schedule of Unit Pricing
- _____ Bid Bond
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____

Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 7.2 – BIDDER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the Invitation to Bid.

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N. NUMBER: _____

NO Bid may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Bids, without the consent of the City of Port Orange.

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF BIDDER’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Vendor. \$ _____
- B. Permanent main office address. _____
- C. Date organized. _____
- D. If a corporation, where incorporated. _____
- E. How many years have you been engaged in the contracting business under your present firm or trade name? _____
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) USE SEPARATE SHEET AND ATTACH TO SUBMITTAL
- G. General character of work performed by your company. _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. USE SEPARATE SHEET & ATTACH TO SUBMITTAL
- K. List your major equipment currently owned or leased. USE SEPARATE SHEET & ATTACH TO SUBMITTAL
- L. Experience in work similar to this type of project. _____
- M. Background and experience of the principal members of your organization, including the officers. USE SEPARATE SHEET AND ATTACH TO SUBMITTAL
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES ☐ NO ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____ and who:

[Notary: Please select one]

☐ Is personally known to me; or

☐ Has produced _____ as identification.

Notary Public, State of: _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. **A minimum of three (3) projects must be listed below.** The City reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided goods or services equal or similar to those required under the City's contract and as outlined in this bid package. **A minimum of three (3) projects shall be listed below in order to bid on this contract.**

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 - LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESS NAME: _____ CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____

CITY-STATE-ZIP: _____ Length of Time at Address Provided: _____ Physical _____

Presence of Business: ☐ Headquarters and/or ☐ Principal Place of BusinessAnd within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters and/or principal place of business located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Bidders shall attach to this affidavit of eligibility with a bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source

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

Name of Business

By: _____ Printed

Name: _____ Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal.

FORM 7.10 CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT

IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 7.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)

1.The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2.Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal

**"ATTACHMENT 1" ITB SCHEDULE OF UNIT PRICING**

BID FORM

ITB 21-24

GARNSEY WATER PLANT DEWATERED LIME SLUDGE DISPOSALCompleted "Attachment 1" Schedule of Unit Pricing Bid form **MUST** be included with Bid Submission

Bidders must provide pricing for Items A and/or B per the specifications in Section 3 - Scope of Work/Specifications. If bidder is not bidding on both Items A and B, bidder must write 'No Bid' on the line for the item they are not able to provide pricing for.

Instructions to save Attachment from DemandStar website: Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

Bidders are encouraged to provide "Attachment 1" in Excel format in electronic format, preferably thumb drive.

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3, ITEM A SPECIFICATIONS

ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT COST	TOTAL COST
A	Delivery of lime sludge by City to the Contractor	9,000 per year	TON	\$0.00	\$0.00

ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3, ITEM B SPECIFICATIONS

ITEM #	DESCRIPTION	Estimated QTY	UNIT	UNIT COST	TOTAL COST
B	Contractor Pick Up of lime sludge from the City	9,000 per year	TON	\$0.00	\$0.00

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (____)/100 (\$____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20____, for:

Project Name / Bid No.:

Project Address:

Legal Description:

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

SURETY:

Attorney-in-Fact (signature)

Name & Title

Name of Local Resident Agent

City, State, Zip

Telephone:
A.M. Best No.: _____ NAIC No. : _____

ATTEST:

Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____ (corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC – STATE OF

Type or print name: _____

Commission No.: _____

Commission Expires: _____

(Seal)

.....
END OF BID BOND

This document must be completed and returned with your Submittal

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition,

I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

Sworn to and subscribed before me this _____ day of __, 20__.

My Commission Expires: _____

Notary Public

Notary Public Printed Name



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to receive and dispose of expended lime sludge from the Garnsey Water Treatment Plant, located at 4400 Wellfield Road, and as more specifically described in and pursuant to Intent to Bid ("ITB 21-24"). This Contract together with ITB 21-24, Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Work, and the Contractor's Schedule of Unit Pricing, as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 21-24, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties ("Effective Date"). This Contract shall be for a term of three (3) years ("Initial Term").

Renewals. Upon written agreement of the Parties, this Contract may be renewed for two one-year renewal periods, subject to the review and approval of the City Manager and budget appropriation.

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

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

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

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, in an amount not to exceed _____ and 00/100

Dollars (\$_____). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;

- (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

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

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

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

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

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

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

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

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, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate									

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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

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

14. Modifications or Changes to this Contract

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

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

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

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

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature

for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

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

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

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

18. 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.

19. Liability for Loss or Damage.

(a) 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.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

20. 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.

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, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

23. Controlling Law. **THIS 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. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

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

26. Notice. For purposes of this 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: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: _____
Attention: _____, President

() - Telephone
() - Facsimile
_____ - E-Mail

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:

Printed Name: _____

By: _____

_____, President

If this Contract is signed by an individual not identified as officer or authorized person of the entity 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 entity.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by _____, as President of _____, a _____ corporation. He/She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C11c) Intent to Award RFSQ #21-03 Professional Engineering Services for Public Works & Utilities and Environmental Services

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure; 4 - Economic Development; 1 - Public Safety

RECOMMENDED MOTION: Move to approve award of RFSQ #21-03, Professional Engineering Services for Public Works, Utilities and Environmental Services, to five (5) firms: Kimley-Horn & Associates Inc., Mead & Hunt, Zev Cohen & Associates Inc., DRMP, Inc. and CPH, Inc.; subject to City Attorney and City Manager review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On August 5, 2021, the City received seventeen (17) Statements of Qualifications for RFSQ#21-03, Professional Engineering Services for Public Works, Utilities and Environmental Services. Each submittal was evaluated based on qualifications including but not limited to years of experience, project experience similar to the City's needs, and professional licensure. After review and scoring by the City's evaluation committee members, staff selected five firms: Kimley-Horn & Associates Inc., Mead & Hunt, Zev Cohen & Associates Inc., DRMP, Inc. and CPH, Inc.

Project No.: N/A

Funding Account No.: N/A

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Mead and Hunt, Inc. RFSQ 21-03 Master Contract for Engineering Services	Mead and Hunt, Inc. RFSQ 21-03 Master Contract for Engineering Services.pdf
2.	Kimley-Horn and Associates, Inc. RFSQ 21-03 Master Contract for Engineering Services	Kimley-Horn and Associates, Inc. RFSQ 21-03 Master Contract for Engineering Services.pdf
3.	Zev Cohen and Associates, Inc. RFSQ 21-03 Master Contract for Engineering Services	Zev Cohen and Associates, Inc. RFSQ 21-03 Master Contract for Engineering Services.pdf
4.	CPH, Inc. RFSQ 21-03 Master Contract	CPH, Inc. RFSQ 21-03 Master Contract

	for Engineering Services	for Engineering Services.pdf
5.	DRMP, Inc. RFSQ 21-03 Master Contract for Engineering Services	DRMP, Inc. RFSQ 21-03 Master Contract for Engineering Services.pdf
6.	RFSQ 21-03 NOTICE OF INTENT TO AWARD dated 10 12 2021	RFSQ 21-03 NOTICE OF INTENT TO AWARD dated 10 12 2021.pdf
7.	RFSQ 21-03_Evaluation Ranking Summary dated 10 4 2021	RFSQ 21-03_Evaluation Ranking Summary dated 10 4 2021.pdf
8.	RFSQ 21-03 ADDENDUM 2 OF 2 Prof Engineering Svcs	RFSQ 21-03 ADDENDUM 2 OF 2 Prof Engineering Svcs.pdf
9.	RFSQ 21-03 ADDENDUM 1 OF 2 Prof Engineering Svcs	RFSQ 21-03 ADDENDUM 1 OF 2 Prof Engineering Svcs.pdf
10.	RFSQ 21 03 Professional Engineering Svcs for PW Utilities and Environmental Svcs final	RFSQ 21 03 Professional Engineering Svcs for PW Utilities and Environmental Svcs final.pdf
11.	Department Justification Memo - Master Engineering Contracts RFSQ 21 03	Department Justification Memo - Master Engineering Contracts RFSQ 21 03.docx
12.	ZEV COHEN Hourly Rate Schedule RFSQ 21 03 Engineering Services	ZEV COHEN Hourly Rate Schedule RFSQ 21 03 Engineering Services.pdf
13.	MEAD HUNT Billing Rate Schedule RFSQ 21 03 Engineering Services	MEAD HUNT Billing Rate Schedule RFSQ 21 03 Engineering Services.pdf
14.	FEE SHEET DRMP Exhibit_A_Hourly_Rate_Table_02.08.2021 RFSQ 21 03	FEE SHEET DRMP Exhibit_A_Hourly_Rate_Table_02.08.2021 RFSQ 21 03.pdf
15.	FEE SHEET CPH Hourly Billing Rates FL and PR Dec 2021 RFSQ 21 03	FEE SHEET CPH Hourly Billing Rates FL and PR Dec 2021 RFSQ 21 03.pdf
16.	Kimley-Horn Rates RFSQ 21 03 Engineering Services	Kimley-Horn Rates RFSQ 21 03 Engineering Services.pdf

Kynah Cockcroft	Created/Initiated - 10/27/2021
Julia Wiggins	Approved - 10/27/2021
Junos Reed	Approved - 11/16/2021
Steve Parnell	Approved - 11/16/2021
Lynn Stevens	Approved - 11/16/2021
Lupe Reyna-Coffin	Approved - 11/16/2021
Robin Hayes	Approved - 11/17/2021
Jill Poolman	Approved - 11/19/2021
Matthew Jones	Approved - 1/6/2022
Wayne Clark	Approved - 1/6/2022
Robin Fenwick	Final Approval - 1/6/2022



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, 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 **MEAD AND HUNT, INC.**, a Wisconsin corporation, registered to transact business in Florida, whose principal address is 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Billing Rate Schedule as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Engineer. For notice provisions, see the paragraph below entitled "Notice."

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	Workers' Compensation The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ 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 \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Engineer 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> 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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

19. 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.

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

29. *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: Lynn Stevens, Public Works & Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Engineer:	Mead and Hunt, Inc. Attention: Brad Blais, Vice President 2440 Deming Way, Middleton Wisconsin 53562-1562 (386) 761-6810 – Telephone brad.blais@meadhunt.com 4401 Eastport Parkway Port Orange, Florida 32127

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.

30. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. 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 Engineer and the City until the City signs this Agreement.

33. 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:

MEAD AND HUNT, INC.

By: _____

Brad Blais, 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.

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Brad Blais, as Vice President of Mead and Hunt, Inc., a Wisconsin corporation, registered to transact business in Florida. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Engineer's Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2022

Standard Billing Rates

Clerical	\$78.00 / hour
Technical Editor	\$117.00 / hour
Technician I, Technical Writer, Administrative Assistant	\$96.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$133.00 / hour
Technician IV	\$149.00 / hour
Senior Technician	\$163.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$130.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$148.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$160.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$167.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$191.00 / hour
Senior Associates	\$210.00 / hour
Principal/Senior Client Manager	\$249.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out of Volusia County. Invoicing is on a monthly basis for work performed.

~~This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Services dated _____
Between the City of Port Orange, Florida and Mead and Hunt, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **MEAD AND HUNT, INC.**, Wisconsin corporation, registered to transact business in Florida, with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.
4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. 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.

5. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery

by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Engineer and the City until the City signs this Task Authorization.

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

Witnesses:

MEAD AND HUNT, INC.

Printed Name: _____ By: _____
Brad Blais, Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, 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 **KIMLEY-HORN AND ASSOCIATES, INC.**, a North Carolina corporation, registered to transact business in Florida, whose principal address is 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."

- a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
- b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.

3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus fifteen percent (15%). The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Engineer. For notice provisions, see the paragraph below entitled "Notice."

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

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ 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 \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Engineer 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> 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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

19. 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.

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

29. *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: Lynn Stevens, Public Works & Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Engineer:	Kimley-Horn and Associates, Inc. Attention: Brian A. Good, Director 421 Fayetteville Street Suite 600 Raleigh, North Carolina 27601 Attention: Jonathan D. Thigpen, Senior Vice President 189 South Orange Avenue Suite 1000 Orlando, Florida 32801 (407) 898-1511 – Telephone (561) 863-8175 – Facsimile Wayne.White@kimleyhorn.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may,

from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. 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 Engineer and the City until the City signs this Agreement.

33. 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:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Jonathan D. Thigpen, Senior Vice President

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Jonathan D. Thigpen, as Senior Vice President of Kimley-Horn and Associates, Inc., a North Carolina corporation, registered to transact business in Florida. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Engineer's Schedule of Hourly Billing Rates and RFSQ 21-03 Section 3

Consisting of 2 Pages

KIMLEY HORN AND ASSOCIATES SCHEDULE OF HOURLY BILLING RATES

Labor Position/Classification Level	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$230.00
Project Manager	\$190.00
Senior Project Engineer	\$210.00
Project Engineer	\$170.00
Analyst 3	\$145.00
Analyst 2	\$125.00
Analyst 1	\$115.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$130.00
GIS Analyst	\$130.00
Grants Coordinator	\$175.00
Sr CAD Designer	\$185.00
CAD Designer	\$150.00
CAD Technician	\$110.00
Administrative	\$95.00
Clerical	\$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
- ~~4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.---~~

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____

Master Contract for Services dated _____

Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. 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.

5. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

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

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, 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 **ZEV COHEN AND ASSOCIATES, INC.**, a Florida corporation, whose principal address is 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174. ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Hourly Rate Schedule as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."
 - a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
 - b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.
3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.
4. Contract Administration The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Engineer. For notice provisions, see the paragraph below entitled "Notice."
5. Liens Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ 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 \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Engineer 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> 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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

19. 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.

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

29. *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: Lynn Stevens, Public Works & Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Engineer:	Zev Cohen and Associates, Inc. Attention: M. Dwight Durant, Director 300 Interchange Boulevard Suite C Ormond Beach, Florida 32174 (386) 677-2482 - Telephone (386) 677-2505 – Facsimile ddurant@zevcohen.com

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

30. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-

negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. 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 Engineer and the City until the City signs this Agreement.

33. 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:

ZEV COHEN AND ASSOCIATES, INC.

By: _____

M. Dwight Durant, Director

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by M. Dwight Durant, as Director of Zev Cohen and Associates, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Engineer's Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

2021 Hourly Rate Schedule

Principal	\$190.00
Department Director	\$175.00
Senior Professional Engineer	\$155.00
Senior Registered Landscape Architect	\$150.00
Project Manager	\$155.00
Senior Planner	\$140.00
Senior Biologist/Env. Scientist/GIS Analyst	\$140.00
Professional Engineer	\$140.00
Registered Landscape Architect	\$135.00
Environmental Scientist II/GIS Specialist II	\$105.00
Engineer II	\$110.00
Landscape Architect II	\$105.00
Planner II	\$105.00
Senior Designer	\$100.00
Environmental Scientist I/GIS Specialist I	\$ 95.00
Engineer I	\$ 95.00
Landscape Architect I	\$ 95.00
Planner I	\$ 95.00
Designer	\$ 85.00
CADD Manager	\$110.00
Senior CADD Technician	\$100.00
CADD Technician	\$ 90.00
Construction Administration Manager	\$130.00
Construction Administrator	\$110.00
Construction Administration Technician	\$ 90.00
IT Manager	\$ 95.00
Certified Soil Scientist	\$155.00
Certified Arborist	\$100.00
Landscape Designer	\$ 85.00
Engineering Technician	\$ 75.00
Biological Technician	\$ 65.00
Technical Assistant	\$ 65.00
Senior Clerical	\$ 60.00
Clerical	\$ 50.00

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Services dated _____
Between the City of Port Orange, Florida and Zev Cohen and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **ZEV COHEN AND ASSOCIATES, INC.**, Florida corporation, with its principal place of business at 300 Interchange Boulevard, Suite C, Ormond Beach, Florida 32174 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. 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.

5. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

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

Witnesses:

ZEV COHEN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
M. Dwight Durant, Director

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, 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 **CPH, Inc.**, a Florida corporation, whose principal address is 500 West Fulton Street, Sanford, Florida 32771-1220 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."
 - a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
 - b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.
3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer, plus markups for Outside Reimbursables and Subcontractors, as provided in Exhibit "1." The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.
4. Contract Administration The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Engineer. For notice provisions, see the paragraph below entitled "Notice."

5. Liens Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.
6. Statement of Engineering Services The Engineer shall:
- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
 - (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
 - (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
 - (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
 - (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the

approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
 - (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
 - (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
 - (v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
 - (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.
 - (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.
- (d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.
- (e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work

pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ 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 \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Engineer 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> 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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

19. 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.

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

29. *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: Lynn Stevens, Public Works & Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Engineer:	CPH, Inc. Attention: David A. Gierach, President 500 West Fulton Street Sanford, Florida 32771 (407) 322-6842 – Telephone phunt@cphcorp.com

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

30. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which

such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization.

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. 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 Engineer and the City until the City signs this Agreement.

33. 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:

CPH, INC.

By: _____

David A. Gierach, President

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by David A. Gierach, as President of CPH, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Engineer's Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

HOURLY BILLING RATES

Effective: December 20, 2021

Category	Rate ¹
Principal	\$300
Program Manager	\$260
Senior Project Manager	\$235
Project Manager	\$180
Senior Project Engineer	\$160
Project Engineer	\$140
Principal Traffic Engineer	\$260
Senior Traffic Engineer	\$160
Traffic Engineer	\$140
Traffic Analyst	\$125
Principal Environmental Scientist	\$260
Senior Environmental Scientist	\$160
Lead Environmental Scientist	\$120
Environmental Scientist	\$110
GIS Analyst	\$115
Principal Planner	\$260
Senior Planner	\$160
Planner	\$120
Principal Architect	\$260
Senior Architect	\$180
Architect	\$160
Senior Architectural Manager	\$150
Architectural Manager	\$145
Senior Architectural Designer	\$140
Architectural Designer	\$125
Interior Designer	\$125
Principal Structural Engineer	\$260
Senior Structural Engineer	\$180
Structural Engineer	\$140
Principal MEP Engineer	\$260
Senior MEP Project Engineer	\$180
MEP Project Engineer	\$140
Principal Landscape Architect	\$260
Senior Landscape Architect	\$160
Landscape Architect	\$135

Category	Rate ¹
Project Coordinator	\$100
Senior Project Designer	\$145
Project Designer	\$130
Senior Design Technician	\$125
Design Technician	\$105
CADD Technician	\$95
Graphic Designer	\$120
Administrative	\$90
Clerical	\$75
Network Admin. (I)	\$95
Senior Construction Manager	\$165
Construction Manager	\$140
Construction Field Representative II	\$125
Construction Field Representative I	\$95
Principal Surveyor	\$260
Senior Professional Surveyor	\$160
Professional Surveyor and Mapper	\$145
Field Technician/Designer	\$120
Surveyor in Training	\$110
Survey Project Manager/CADD	\$135
Field Crew Coordinator	\$125
Survey Party Chief	\$100
Survey Instrument Man	\$90
Senior Survey CADD Technician	\$125
Survey CADD Technician	\$95
Survey Crew (2 Man)	\$180
Survey Crew (Construction Staking - 2 Man)	\$220
Survey Crew (3 Man)	\$260
GPS (1 Man) / Robotics	\$165
GPS (2 Man)	\$220
1 Man Scanner/Laser Survey Crew	\$285
2 Man Scanner/Laser Survey Crew	\$320

1 - Hourly rates include all labor; overhead; margins and profit. Travel over 100 miles will be charged at the current IRS Rates. Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense. Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.



SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Services dated _____
Between the City of Port Orange, Florida and CPH, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CPH, Inc.**, Florida corporation, with its principal place of business at 500 Fulton Street, Sanford, Florida 32771-1220 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. 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.

5. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

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

Witnesses:

CPH, Inc.

Printed Name: _____

By: _____
David A. Gierach, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2022, 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 **DRMP, INC.**, a Florida corporation, whose principal address is 941 Lake Baldwin Lane, Orlando, Florida 32814 ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addendum No. 1, Addendum No. 2, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Schedule of Hourly Billing Rates as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."
 - a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
 - b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.
3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.
4. Contract Administration The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Engineer. For notice provisions, see the paragraph below entitled "Notice."
5. Liens Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements				
	Insurance	Standards		Additional Requirements
☒	<u>Workers' Compensation</u> The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000	☐ 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 \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Engineer 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> 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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

19. 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.

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

29. *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: Lynn Stevens, Public Works & Utilities Director 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5575
Engineer:	DRMP, Inc. Attention: Lawrence L. Smith, Jr., CEO 941 Lake Baldwin Lane Orlando, Florida 32814 (407) 896-0594 – Telephone (407) 896-4836 – Facsimile dbieger@drmp.com

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

30. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate,

complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization.

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. 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 Engineer and the City until the City signs this Agreement.

33. 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:

DRMP, Inc.

By: _____

Lawrence L. Smith, Jr., CEO

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

Printed Name: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Lawrence L. Smith, Jr., as CEO of DRMP, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Engineer's Billing Rate Schedule and RFSQ 21-03 Section 3

Consisting of 2 Pages

Exhibit "1"
Effective February 8, 2021

Administrative/Office Support	Rate	Expert Witness	Rate
Administrative Support I	\$55.00	Expert Witness Research	\$145.00
Administrative Support II	\$65.00	Expert Witness Testimony	\$250.00
Administrative Support III	\$75.00	Public Relations	
Administrative Support IV	\$85.00	Public Relations I	\$95.00
Senior Administrative Support	\$115.00	Geomatics / Survey & Mapping	
Senior Administrative Supervisor	\$120.00	2-Person Survey Crew	\$165.00
Administrative Department Manager	\$160.00	3-Person Survey Crew	\$200.00
Reproduction Support	\$60.00	4-Person Survey Crew	\$255.00
Information Systems I	\$95.00	Survey CADD / Technician	\$95.00
Information Systems II	\$105.00	Surveyor in Training / Technician II	\$105.00
Graphic Design		Surveyor in Training / Technician III	\$110.00
Graphic Designer I	\$55.00	Professional Surveyor & Mapper (<i>Registered Surv</i>)	\$145.00
Graphic Designer II	\$75.00	Surveyor Project Manager	\$175.00
Graphic Designer III	\$120.00	Senior Professional Survey & Mapper	\$220.00
Technical Writing		Chief Surveyor & Mapper	\$245.00
Technical Writer I	\$50.00	Unmanned Autonomous System (UAS)	
Technical Writer II	\$65.00	Unmanned Autonomous System (UAS) Operator	\$140.00
Technical Writer III	\$85.00	Unmanned Autonomous System (UAS) Technician	\$85.00
Engineering		Unmanned Autonomous System (UAS) Lidar Unit	\$1,500.00
Engineering Technician I	\$55.00	Static Terrestrial Lidar	
Engineering Technician II	\$65.00	3 Person Crew	\$180.00
Engineering Technician III	\$70.00	4 Person Crew	\$220.00
Engineering Technician IV	\$80.00	5 Person Crew	\$285.00
Engineering Technician V	\$90.00	Mobile LIDAR Unit / Daily Rate	\$4,500.00
Engineer I (<i>Graduate Eng.</i>)	\$90.00	Ground Penetrating Radar (GPR) Services	
Engineer II	\$95.00	GPR Technician Crew	\$120.00
Engineer III	\$100.00	2-Person GPR/Concrete Imaging Crew	\$185.00
Engineer IV	\$105.00	Subsurface Utility Engineering (SUE)	
Engineer V (P.E.) (<i>Registered Eng.</i>)	\$120.00	1-Person Utility Designate	\$120.00
Engineer VI (P.E.)	\$135.00	2-Person Utility Designate/Locate Crew	\$185.00
Engineer VII (P.E.)	\$150.00	3-Person Vacuum Excavation S.U.E. Crew	\$240.00
Engineer VIII (P.E.)	\$170.00	4-Person Vacuum Excavation S.U.E. Crew	\$285.00
Chief Engineer I (P.E.) (<i>20+ yrs</i>)	\$190.00	S.U.E. Project Manager	\$145.00
Chief Engineer II (P.E.) (<i>20+ yrs</i>)	\$250.00	Utility Locate Technician	\$100.00
Environmental		Senior SUE Tech	\$120.00
Environmental Scientist I	\$70.00	Planning	
Environmental Scientist II	\$90.00	Planner I	\$75.00
Environmental Scientist III	\$110.00	Planner II	\$85.00
Chief Environmental Scientist	\$125.00	Planner III	\$100.00
Senior Ecologist	\$160.00	Planner IV	\$115.00
GIS		Senior Planner I	\$125.00
GIS Technician	\$65.00	Senior Planner II	\$140.00
GIS Analyst I	\$75.00	Senior Planner III	\$165.00
GIS Analyst II	\$90.00	Designers	
GIS Analyst III	\$125.00	Designer I	\$100.00
GIS Senior Project Manager	\$180.00	Designer II	\$110.00
CEI		Designer III	\$120.00
Inspector I	\$62.00	Designer IV	\$130.00
Inspector II	\$76.00	Designer V	\$140.00
Senior Inspector I	\$90.00	Management	
Senior Inspector II	\$106.00	Project Manager I	\$95.00
Specialist (Materials, Contract, IT, etc.)	\$120.00	Project Manager II	\$100.00
Project Administrator I	\$135.00	Project Manager III	\$110.00
Inspection Manager/Proj. Admin II	\$170.00	Senior Project Manager I (<i>\$100k +</i>)	\$150.00
Resident Engineer	\$195.00	Senior Project Manager II	\$180.00
NBIS - Bridge Inspection		Senior Project Manager III	\$200.00
NBIS Engineer	\$200.00	Senior Project Manager IV	\$275.00
NBIS Team Leader	\$155.00	Supervising Engineer	\$180.00
NBIS Team Member	\$80.00	Department Managers I	\$190.00
		Department Managers II	\$220.00
		Division Managers I	\$240.00
		Division Managers II	\$285.00
		Principals	\$360.00

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Task Authorization Template

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Services dated _____
Between the City of Port Orange, Florida and DRMP, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DRMP, Inc.**, Florida corporation, with its principal place of business at 941 Lake Baldwin Lane, Orlando, Florida 32814 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to _____, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Engineer shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Engineer.
4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. 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.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

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

Witnesses:

DRMP, Inc.

Printed Name: _____

By: _____
Lawrence L. Smith, Jr, CEO

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald Burnette, Mayor or
Wayne Clark, City Manager

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



NOTICE OF INTENT TO AWARD

RFSQ #21-03 PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

October 12, 2021

On August 5, 2021, the City of Port Orange received seventeen (17) Statements of Qualifications for RFSQ #21-03 Professional Engineering Services for Public Works, Utilities and Environmental Services.

After review and scoring of the responses, City Staff has made a recommendation to award to the following firms:

**Kimley-Horn & Associates, Inc.
Mead & Hunt
Zev Cohen & Associates, Inc.
DRMP, Inc.
CPH, Inc.**

Respectfully Submitted,

Jill Poolman, CPPO, CPPB
Purchasing Manager

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on October 15, 2021 at 4:00 p.m. E.S.T.



Evaluation Ranking Summary

Date: 10/4/2021

RFSQ #21-03 Professional Engineering Services for Public Works, Utilities and Environmental Services

Firm Name	Total Score (Maximum 300)
CPH, Inc.	240
Kimley-Horn & Associates, Inc.	277
Ecological Associates, Inc.	207
JHS Environmental Engineering	162
CHA, Inc.	248
Biological Consulting Services, Inc.	235.0
Environmental Consulting and Technology, Inc.	217.0
South Florida Engineering and Consulting, LLC	190.0
Bentley Architects & Engineers, Inc.	223.0
Dredging and Marine Consultants	214.0
Metaworld Civil Consulting	179.0
DRMP, Inc.	251.0
McKim & Creed, Inc.	241.0
Newkirk Engineering, Inc.	180.0
Zev Cohen & Associates, Inc.	263.0
Mead & Hunt	264.5
Cardno, Inc.	225.0
Comments	
On October 4, 2021 a Statement of Qualifications Evaluation Committee scored statements from the 17 firms listed above. The committee agreed by consensus to recommend for award the following firms: Kimley-Horn & Associates, Inc.; Mead & Hunt; Zev Cohen & Associates, Inc.; DRMP, Inc.; and CPH, Inc. These firms were chosen based on a combination of their overall scores and their abilities to best meet the needs of the City.	
"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on October 15, 2021 at 4:00 p.m. E.S.T.	



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

ADDENDUM NO. # 2

July 29, 2021

RFSQ 21-03 PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

To All Submitters: The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated July 8, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of Submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

None

B. CHANGES TO SPECIFICATIONS:

None

C. QUESTIONS AND ANSWERS:

Question No.1: Who were the past awardee's of the contract? Could we have their information?

ANSWER: Professional Service Industries, Inc. (PSI), of Orlando, Florida; Traffic Engineering Data Solutions, Inc. (TEDS) of DeBary, Florida; Quentin L. Hampton Associates (QLH) of Port Orange, Florida; Dredging & Marine Consultants, LLC (DMC) of Port Orange, Florida; Zev Cohen & Associates, Inc. of Ormond Beach, Florida; Kimley-Horn and Associates, Inc. of Orlando, Florida. No, the City is not at liberty to provide contact information.

Question No.2: Does the Survey portion of the contract include Subsurface Utility Engineering?

ANSWER: Yes.

Question No 3: On Page 10 of the referenced RFSQ, it states, "Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams)." Could you please clarify whether this means you expect one firm to perform all tasks without the assistance of subconsultants (such as surveyors, geotech, wetlands delineation, etc.), or if instead you mean that you will not accept SOQs from teams of two major firms/joint ventures?

ANSWER: Firms that are selected as a result of this RFSQ will be able to utilize subconsultants, such as Surveyors, Geotechnical Engineers, Environmental Consultants, etc. in support of City projects. We will not accept Statements of Qualifications from teams of two or more major firms, a.k.a. joint ventures.

Question No.4: Who are the current incumbents for this contract?

ANSWER: Please see Answer to Question #1.

Question No.5: We know that the contractor does not have to provide all of the services listed in the scope of services, but do you have to provide all of the services within a service line? For example, if you are highly specialized in TMDL and NPDES services but do not offer engineering design, does this automatically disqualify you?

ANSWER: No, this will not automatically disqualify a firm from submitting or being selected.

Question No.6: For Tab B, does each team member have 10 pages for their descriptions of qualifications, or are the 10 pages for all team members named? Also, just to clarify, the team member information is in addition to the five pages for project team description, correct?

ANSWER: Ten (10) pages for all team members named.

Question No.7: The Evaluation Criteria specifically mention experience in Public Facilities Design; is the City focusing solely on design experience, or are other forms of experience also being considered for point assignment?

ANSWER: Firms are encouraged to provide any type of experience that they have and all experience that relates to the needs of the City will be considered.

Question No.8: Are firms allowed to team up with Geotechnical and Survey groups or if the submittal package should only include the prime consultant information?

ANSWER: Please see the Answer to Question #3.

Question No.9: Form 9.8 (Professional References for Previous Experience) is 2 pages, with the first page asking for "3 current and correct references from clients for similar services" and the second page asking for 3 projects from a commercial client list "to whom you currently provide or have in the past provided services equal or similar to those required under the City's contract as outlined in this statement package." Are you asking for 6 different references and projects, or can we put the same 3 references and projects on both pages?

ANSWER: Submitters can profile projects using the references they provide.

Question No.10: Who is on the selection committee?

ANSWER: Representatives from Public Works, Utilities and Community Development

Question No.11: What additional grants are you targeting for the Grant Compliance Assistance service?

ANSWER: There are no specific or additional grants targeted for or associated with this RFSQ.

Question No.12: For the resumes, is the 10-page limit a total limit, or is it 10 pages per service (10 for Public Utilities, 10 for Public Works, etc.)?

ANSWER: Each of the services provided has a 10-page limit for the resumes, 10 for Public Utilities, 10 for Public Works, etc.

Question No.13: On page 27 of the solicitation: "The City reserves the right to consider cooperative contracts, federal, state municipal etc.; in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award". What does this statement mean? Does the city currently have such a "cooperative contract with federal/state/, ...etc?

ANSWER: This means that if there is an available contract already competed by another agency such as the State of Florida, or any other municipality or public entity, or a Cooperative such as NJPA, Omnia, or Sourcewell (to name a few), the City will evaluate these contracts to ascertain if one of them would meet the City's needs with regard to the services required in this RFSQ and if so, the City reserves the right to use an already existing contract from one of these entities in lieu of making an award as a result of this RFSQ.

Question No 14: On page 31 of the solicitation: "2. Experience of the firm's key personnel with providing Public Facilities Design and similar projects"

- 12-15 points – Most or all key personnel have more than 5 years of experience providing Public Facilities Designs
- 8-11 points – Most or all key personnel have 3 to 4 years of experience providing Public Facilities Designs
- 4-7 points – Most or all key personnel have 1 to 2 years of experience providing Public Facilities Designs
- 0-3 points – Most or all key personnel have No prior experience providing Public Facilities Designs"

How will this evaluation criteria apply for item #2 Public Works (Stormwater, Roadways, and Sidewalls/Trails) & #3 Environmental Services under scope of work listed on page 10 of the solicitation? Please clarify the definition of "public facility design" and give an example.

ANSWER: The intent of the statement is for the responding firms to provide the experience of the firms key personnel within each of the services they provide. The term Public Facilities Designs and similar projects includes all of the services requested within this RFSQ.

Question No.15: On page 29 of the solicitation, tab B states "Provide a description, not exceeding five (5) pages, of the proposed project team." And "For each person named, provide a brief description of qualifications, not exceeding a total of ten (10) pages."

a. Please confirm that the overview of our proposed team is limited to 5 pages and that each team member may submit their qualifications in up to 10 pages. (i.e., a 5 (five) person team may submit up to 55 pages to describe their team and provide resumes.

b. Is there a page limit "For support staff such as GIS Specialists, Surveyors, CADD Techs"?

c. Are certifications, licenses, or a Sunbiz report included in the page count or have a page limit?

ANSWER: (a): The description of the project team shall not exceed five (5) pages. All of the team member qualifications shall not exceed 10 pages. For the example in the question, the five-person team should not submit more than a total of 10 pages per service provided. If a firm provides all three of the category service disciplines listed in this RFSQ, they can provide ten (10) pages team member qualifications for each, or a total of thirty (30) pages. (b): The RFSQ simply asks for a list of available staff that will be used for this RFSQ. No page limit is imposed for this list. (c): There is no page limit for Licenses, certifications and Sunbiz report.

Question No.16: Does Tab C "Overall Project Approach to Support the Needs & Objectives of Projects" have a page limit?

ANSWER: No.

Question No.17: Page 30 of the solicitation states, "Provide a minimum of three (3) Client References (DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE) within the last five (5) years for the category service disciplines described in Scope of Services of this RFSQ for which the firm performs. If the firm provides more than one of the category service disciplines, then provide three (3) Client References for each. May the client references overlap each other if our firm provides more than one of the category service disciplines?"

ANSWER: Yes. Client references can overlap each other if the submitting firm provides more than one of the category service disciplines.

Question No.18: Tab A and B both mention page limitations for specific sections of those tabs. However, subsequent tabs do not list any type of page limitations. Can you please clarify if there are page limits in any other tab. Furthermore, are there any restrictions on

covers, a Table of Contents or any other pages normally found within a proposal? Are there any restrictions or guidelines on fonts, point size, etc.?

ANSWER: There are no other restrictions or formatting guidelines besides the ones listed for Tab A and Tab B.

Question No.19: Can you offer further clarification on the scoring for Tab B, Part 2 (highlighted below)? The RFSQ states that a firm does not have to pursue each category of service. However, it does appear as though the scoring pertains to firms pursuing the two categories that feature design elements (Public Utilities and Public Works). It seems as though we would automatically be deducted 15 points if we did not pursue either of these categories. Can you clarify how points will be distributed in this section if a firm is not pursuing a category that features a design element?

ANSWER: The term Public Facilities Designs and similar projects includes all of the services requested with this RFSQ. Firms will be scored based on the services they provide and there is no automatic deduction of points.

Question No.20: What is the last official date to submit questions?

ANSWER: July 22, 2021 by 5:00 p.m. This was asked and answered on Addendum #1.

Question No.21: Does each reference have to respond to the provided questions under Tab E? Do we need references for each discipline or just 3 in total?

ANSWER: No. These questions are examples only of ones that may be used when your firm's references are contacted.

Question No.22: Tab B. We are allowed 5 pages to simply list personnel but are only allowed 10 pages for resumes. Do you want resumes for each person named in the organizational chart/project team description (professionals, managers, support staff, etc.) or do you want resumes for key personnel only and just brief bios for support staff?

ANSWER: Please see the Answer to Question #15.

Question No.23: Is it possible to hand-deliver this proposal?

ANSWER: Yes, please see instructions for delivery on p. 2 and p. 5 of the RFSQ.

In all other respects, except as specifically stated herein, the subject RFSQ #21-03 Professional Engineering Services for Public Works, Utilities and Environmental Services remains the same.

END OF ADDENDUM NO. #2

Jill Poolman, Purchasing Manager
jpoolman@port-orange.org



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org



ADDENDUM NO. # 1

July 21, 2021

RFSQ #21-03 PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

To All Submitters:

The following changes, clarifications and additions are hereby made part of the RFSQ for the above referenced project dated July 8, 2021 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the submitter to confirm that all addenda have been received prior to submitting a Statement of Qualifications and acknowledge such in the RFSQ documents.

A. CLARIFICATIONS:

On p. 2 in the last paragraph, the RFSQ incorrectly states: 'Last day for questions will be August 5, 2021 at 5:00 p.m. Please refer to the correct timeline on p. 6 that states the Deadline for Questions is July 22, 2021 by 5:00 p.m.

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

N/A

Jill Poolman, Purchasing Manager
jpoolman@port-orange.org

In all other respects, except as specifically stated herein, the subject RFSQ #21-03 PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES remains unchanged.

END OF ADDENDUM NO. #1

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT of QUALIFICATIONS

Professional Engineering Services for Public Works, Utilities and Environmental Services RFSQ #21-03



City of Port Orange Purchasing Division

Prepared by: Jill Poolman, CPPO, CPPB, Purchasing Manager
Release Date: June 8, 2021

**Statement of Qualifications Due Date & Time:
August 5, 2021 at 2:30 P.M.**

City of Port Orange, Florida
1000 City Center Circle Port Orange,
FL 32129 (386) 506-5718
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFSQ 21-03

Professional Engineering Services for Public Works, Utilities and Environmental Services

Notice is hereby given that the City of Port Orange is seeking Statements of Qualifications for RFSQ 21-03 Professional Engineering Services for Public Works, Utilities and Environmental Services. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on August 5, 2021** which may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the proposer unopened. All statements will be evaluated to ensure they contain all required forms in order to deem the proposer responsive or non-responsive. Statements will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Statement Conference for the project at **10:00 A.M.** (local time) on **July 15, 2021** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Statement Conference must sign in. The representative of each Responder shall be an authorized employee of the Proposer and shall sign in accordingly. Responders are urged to obtain Proposal documents and familiarize themselves with the documents prior to the Pre-Statement meeting.

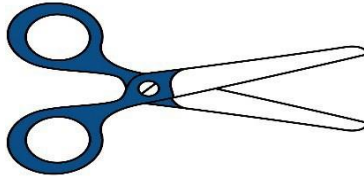
DESCRIPTION: *The City of Port Orange is soliciting sealed statements to acquire professional engineering services under a continuing master contract for Public Works, Public Utilities and Environmental Services projects in accordance with the Consultants Competitive Negotiation Act (CCNA).*

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in this RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-278, and all Proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com. Local Proposers may be given a local preference pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-275.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at <https://www.port-orange.org/bids.aspx> and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to Jill Poolman, Purchasing Manager at jpoolman@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFSQ 21-03 Professional Engineering Services for Public Works, Utilities and Environmental Services"** in the subject line. Last day for questions will be **August 5, 2021 at 5:00 P.M.**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to your sealed Statement envelope/package to identify it as a “Sealed Statement of Qualifications”. Be sure to include the name of the company submitting the Statement where requested.



SEALED STATEMENT OF QUALIFICATIONS • DO NOT OPEN

SEALED STATEMENT NO.

RFSQ #21-03

STATEMENT TITLE:

**Professional Engineering Services for
Public Works, Utilities and Environmental
Services**

DUE DATE/TIME:

August 5, 2021 at 2:30 P.M.

SUBMITTED BY:

(Name of Company)

ADDRESS:

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: Jill Poolman, CPPO, CPPB
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO PROPOSERS	6
SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS	10
SECTION 4 – STANDARD PURCHASING DEFINITIONS	11
SECTION 5 – GENERAL TERMS AND CONDITIONS	13
SECTION 6 – SPECIAL CONDITIONS.....	27
SECTION 7 - STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS	28
SECTION 8- EVALUATION OF QUALIFICATIONS SUBMITTAL CHECKLIST	31
SECTION 9 – REQUIRED FORMS	35
FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST	35
FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM.....	36
FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	37
FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT	38
FORM 9.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.....	39
FORM 9.6 – ANTI-COLLUSION FORM	40
FORM 9.7 – STATEMENT OF QUALIFICATIONS	41
FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	42
FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	44
FORM 9.10 – CERTIFICATION REGARDING DEBARMENT	45
FORM 9.11 – E-VERIFY AFFIDAVIT	46
FORM 9.12 – NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL MATERIALS	47
EXHIBIT A – DESCRIPTION OF CONFIDENTIAL MATERIAL	50
AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY).....	51
LEASED EMPLOYEE AFFIDAVIT EXHIBIT FORM (FOR INFORMATIONAL PURPOSES ONLY).....	52
TASK AUTHORIZATION (FOR INFORMATIONAL PURPOSES ONLY).....	53
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY).....	57

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications, in compliance with the Consultants Competitive Negotiation Act. F.S. 287.055, from qualified individuals and/or engineering firms that are interested in providing the City of Port Orange professional engineering services under a continuing master contract for Public Works, Public Utilities and Environmental Services projects.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies (Proposers) desiring to provide services, as described herein shall submit sealed Statements of Qualifications, including one (1) original, six (6) identical copies and one (1) digital (CD or flash drive) version in .pdf format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time)

The City reserves the right to alter dates as needed.

Date of Distribution:.....July 8, 2021
Non-Mandatory Pre-Statement Conference:.....July 15, 2021 at 10:00 A.M.
Deadline for Questions:.....July 22, 2021 by 5:00 P.M.
Final Addendum Posting:.....July 29, 2021 by 5:00 P.M.
Proposals Due:.....August 5, 2021 by 2:30 P.M.
Evaluation Period:.....August 5, 2021 – August 12, 2021
City Council Meeting for Approval of Recommendation of Award.....To Be Determined

Statements must be delivered in a sealed envelope/package to:

**City of Port Orange City Clerk's Office
Attn: Jill Poolman, Purchasing Manager
Purchasing Division 1000 City Center Circle
Port Orange, Florida 32129**

Statement of Qualifications must be delivered **no later** than the date and time listed in the Timeline above. All times referenced are local time.

Statements of Qualifications shall be sealed, and Proposers shall clearly indicate on the outside of their statement the following:

- a) Request for Statement of Qualifications (RFSQ) Number and Title
- b) Date of Opening
- c) Name of Proposer
- d) Address of Proposer

Due to the timing of mail service, the City cautions Proposers to ensure actual delivery of Statements of Qualifications to the City prior to the deadline set for receiving statements. Carrier and hand deliveries of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

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

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

All Statements of Qualifications will be opened publicly, and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFSQ are recorded electronically (audio only).

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

QUESTIONS REGARDING THIS RFSQ

All questions shall reference “**RFSQ 21-03 Professional Engineering Services for Public Works, Utilities and Environmental Services**” in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date & time referenced in the Timeline above to:

Jill Poolman, CPPO, CPPB, Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129
jpoolman@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS

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

It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a Statement and acknowledge such by completing Form 9.3 Addendum and Change Order Procedure Acknowledgement Form. Written responses to questions posed prior to the question deadline, in the form of an addendum, will be provided via the City website: www.port-orange.org/proposals.aspx and Demand Star website: www.demandstar.com.

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

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

CLARIFICATIONS

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

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

MINIMUM QUALIFICATIONS

Proposers shall be licensed to do business in the State of Florida. The City of Port Orange will verify Sunbiz report showing the Proposer's license registered as “Active”. (The proposing firm’s registered name in Sunbiz must match exactly to the name on all documents related to this RFSQ.) Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies. Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided Form 9.8 Professional References for Previous Experience. Failure to provide references that verify required experience will cause the Proposer to be deemed non-responsive. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

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

PROPOSAL FORMS

Proposal Forms are to be completed as directed and without modification and returned as part of the RFSQ submittal prior to the RFSQ deadline for submission. Failure to fill out the Proposal Forms as directed and without modification may negatively affect the evaluation of your Statement and may result in rejection of your Statement.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFSQ requirements, the Proposer must indicate those exceptions as stated on the Proposer's Acknowledgement Form.

STATEMENT SUBMISSION AND WITHDRAWAL

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

CORRECTION OF STATEMENTS

Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Proposers shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS

NO Statements shall be withdrawn for a period of ninety (90) days subsequent to the Statement opening without the consent of the City of Port Orange, Florida. Negligence on the part of the Proposer preparing the Statement confers no right of withdrawal or modification after the Statement has been opened, at the appointed time and place by the City of Port Orange. Any such withdrawn Statement shall not be resubmitted.

OPENING OF STATEMENTS

Statements will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. The Purchasing Division will not be responsible for the premature opening of a statement not properly addressed and identified.

LITIGATION HISTORY

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

DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer, or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Proposer's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 and 8 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

STATEMENTS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

The City of Port Orange is soliciting proposals from qualified firms for professional continuous engineering consulting services to complete a wide range of needs lead by the City of Port Orange Public Works & Utilities Department. The City will select a minimum of three, and up to five firms who can provide all, some, or one of the category service disciplines outlined in the scope of services. Firms do not have to be able to provide all of the services listed in the scope of services. For instance, if a firm only provides Environmental Services then they should state that in their initial Statement and provide all of the supporting data within the submittal to support the type of services provided. Individual firms are the focus of this RFSQ process, therefore the City will not accept Statements of Qualifications submitted with multiple firms (i.e., teams). The City is seeking the most highly qualified firms in the following category service disciplines;

- **Public Utilities (Water, Wastewater, & Reclaimed Water):**
 - Analysis, survey, design, permitting, bidding assistance, engineering services during construction, and State Revolving Funds (SRF) loan assistance for the Cities water, wastewater, and reuse systems. Including but not limited to the Cities wastewater collection and treatment systems, raw water wells, raw water transmission, water treatment, and reclaimed water storage and distribution systems
- **Public Works (Stormwater, Roadways, and Sidewalls/Trails):**
 - Analysis, survey, design, permitting, bidding assistance and engineering during construction for the Cities roadways and sidewalks
 - General stormwater needs as required by the Stormwater Utility Program. The list of services shall consist of, but not be limited to, the following:
 - National Pollutant Discharge Elimination System (NPDES) program assistance and implementation,
 - Total Maximum Daily Load (TMDL) program assistance and implementation including, but not limited to, the evaluation and establishment of estuarine TMDLS and NNC, developing ecosystem goals and targets based on the requirements of the environmental and biological indicators, hydrodynamic modeling, water quality statistical analysis, natural systems analysis and habitat analysis,
 - Watershed management planning including, but not limited to, initial hydrologic and hydraulic modeling of the watersheds in Port Orange, as well as pollutant loading modeling and updates to existing Stormwater Management Master Plans of the watersheds,
 - Engineering analysis/design and permitting of capital improvement projects, and
 - Other stormwater/environmental needs that may arise.
- **Environmental Services:**
 - Provide services related to wetlands mitigation bank management, gopher tortoise mitigation bank management, potable drinking water Consumptive Use Permit (CUP) permit monitoring, reporting, and compliance assistance, hydrologic services related to potable water wellfield management and development
 - Monitoring, sampling, and reporting services as required for permits issued and regulated by various local and State agencies such as Consumptive Use Permitting and other operational permits issued to the City by St. Johns River Water Management, U.S. Army Corps of Engineers, and the Florida Department of Environmental Protection for the operation of the Cities Wetlands Mitigation Bank, Gopher Tortoise Mitigation Bank each have very specific and differing water sampling, monitoring, and reporting procedures and requirements.
- **Grant Compliance Assistance:**
 - Provide Grant Compliance assistance for local, state, and federally administered grants, including but not limited to, HUD Community Development Block Grants, FEMA Hazard Mitigation Grant Program, FDEP Legislative Appropriation grants. Services will include tasks such as; Assistance with U.S. Department of Housing and Urban Development Environmental Review Record Development for projects funded with Community Development Block Grant Funds. Reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance.

[End of Scope of Services - Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASING DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract.
8. **Bidder or Proposer** is a person, firm, or entity that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Statements of Qualifications.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **DemandStar** is the official online repository for all City competitive solicitations.
18. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
19. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
20. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of statements of qualifications as part of a Request for Submission of Qualifications (RFSQ).
21. **Evaluator** is a member of the evaluation committee/team.
22. **Goods** are supplies, materials, or equipment.
23. **Intent to Award** is a document, published on Onvia/DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
24. **Issues** means points, matters, or concerns to be addressed during negotiations.
25. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
26. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations.

27. **Negotiator** is a member of the negotiation team.
28. **Offer** means a complete signed Response submitted to the City in response to a Solicitation.
29. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
30. **Pre-Statement Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
31. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
32. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
33. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
34. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
35. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
36. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Proposers requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
37. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
38. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
39. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
40. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
41. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
42. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
43. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
44. **Solicitation** means a formal request, as applicable, for prospective Proposers to submit responses to a Request for Qualifications.
45. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida Statutes.
46. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.
47. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
48. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

[End of Standard Purchasing Definitions- Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by completing the Addendum and Change Order Acknowledgement Procedure Form (Form 9.3) and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the CITY on www.demandstar.com and City of Port Orange Website at www.port-orange.org/proposals.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENT

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

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

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

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

6. **AWARDS**

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

7. **AWARD AND EXECUTION OF CONTRACT**

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

8. **PROPOSAL RETURNS**

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

9. **PROTEST**

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

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

10. **STATEMENT EVALUATION**

Proposers who wish to receive a copy of the Statement evaluation may obtain it via www.demandstar.com or on the City of Port Orange website, Bid opportunities page at www.port-orange.org/bids.aspx or by email purchdiv@port-orange.org.

11. BONDS

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

12. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City as a Certificate Holder prior to execution of the contract.

13. CHANGE ORDERS

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

14. CHANGE ORDER REQUEST NOTIFICATION

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

15. CLEAN UP

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

16. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Proposer/s. All Proposers or individuals acting on behalf of a Proposer are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Proposers. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal

without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

17. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Proposers, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

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

18. CONFLICT OF INTEREST

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

19. CONFLICT OF INSTRUCTIONS

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

20. CONTRACT

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

21. CONTRACT OBLIGATION

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

22. CONTRACT RENEWALS

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

23. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord 1997-22, § 5.6-1997; Ord No 2004-15, § 4, 7-20-2004).

24. COPYRIGHT AND PATENT RIGHTS

Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful

Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

25. COSTS INCURRED BY PROPOSER

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

26. DEFAULT PROVISIONS

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

27. DISCLOSURE OF CONFLICTS

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

28. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Proposer must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer, in his/her proposal, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Proposer on Form 9.2 – Proposer's Acknowledgement Form contained herein. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29. E-VERIFY

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

30. FACILITIES

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

31. FAILURE TO RESPOND

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

32. FINANCIAL STABILITY

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

33. 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.

34. GOVERNING FORMS

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

35. GOVERNING LAW

Proposers shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

36. GRANT FUNDING

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

37. HIPAA COMPLIANCE

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

38. INDEMNIFICATION/HOLD HARMLESS

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

39. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposers as independent contractors. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposers under this contract and that the successful Proposers have no authority to bind the City. The Proposer represents itself to be an independent contractor offering such services to the public and shall not represent himself/herself or his/her employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

40. INSPECTIONS AND TESTING

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

41. INSURANCE

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

42. INSURANCE CANCELLATION

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

43. INSURANCE REQUIREMENTS

If required, the Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Proposer may use leased employees if the Proposer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Proposer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Proposer shall provide the City written notice of cancellation, non-renewal 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
☐ Required	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Exhibit Form.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City.	☐ 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.
☐ Required	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 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.
☐ Required	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest _____ IS O for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐ Required	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐ Required	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

45. **INVOICES AND PAYMENTS**

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

46. **IRREVOCABILITY OF RESPONSES**

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

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

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

48. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

49. **LICENSES, PERMITS AND TAXES**

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

50. **LITERATURE (if applicable)**

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

51. **NON-DISCRIMINATION**

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

52. **NON-EXCLUSIVITY OF CONTRACT**

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

53. **NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

54. NOTICE TO CONTRACTOR

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

55. OPTIONAL CONTRACT USAGE

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

56. PRE-STATEMENT CONFERENCE

The Purchasing Manager shall determine if a pre-statement conference is required and provide the date, time and location in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Attendance to the pre-statement conference is normally non- mandatory. Only Proposers attending a mandatory pre-statement conference will be eligible to submit a Response. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

57. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

58. PROPRIETY INFORMATION

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

59. PROTECTION

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

60. PUBLIC ENTITY CRIMES

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

61. PUBLIC RECORDS COMPLIANCE

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

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119,

Florida Statutes, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements or retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

62. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

63. QUESTIONS, INTERPRETATIONS

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

64. RECORDS/AUDIT

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

65. REQUEST FOR ADDITIONAL INFORMATION

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

66. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

67. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (N/A for ITBs)

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

68. RIGHT OF WITHDRAWAL

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

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

70. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

71. SEPARATION AND DISTRIBUTION

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

72. SEVERABILITY

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

73. SIGNATURE REQUIRED

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

74. SIGNED RESPONSE CONSIDERED AN OFFER

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

75. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: Michael Hall, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 P.M. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where

applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Proposer and will not be opened. Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, proposal number and name of the Proposer.

76. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

77. SUBCONTRACTING

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

78. TAXES

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

79. TERMINATION

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

80. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

81. USE OF SOLICITATION FORMS

The Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the

Proposer's Acknowledgement Form contained in each Solicitation.

82. VARIANCES

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

83. WAIVER OF IRREGULARITIES

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

[End of General Terms and Conditions - Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Statements of Qualifications offered in this RFSQ must remain firm for a period of ninety (90) Days from the RFSQ opening date.

CONTRACT TERM

The term of the contract shall be for an initial three (3) years, with two (2) one (1) year renewal options.

COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the City of Port Orange will constitute authorization to negotiate with the top-ranked firms. The proposal package, signed by the successful proposer, along with documentation included in the proposal as required by this RFSQ and other additional materials submitted by the proposer, and accepted by the City, shall be the basis for negotiation of a contract. The City shall negotiate a contract with the top ranked firms for professional services at compensation which the City determines is fair, competitive, and reasonable. The firms receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the City will negotiate fee schedules with the goal of establishing standardized rates.

ELIGIBILITY OF PROPOSER

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

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

The preferred firms will have a current Professional Registration Certificate from the appropriate governing board. The firms must be properly registered at the time of submittal to practice their profession in the State of Florida. Provide professional certifications of staff such as Professional Engineer (P.E) and other relevant professional titles/accomplishments related to the proposed project.

NOTICE

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

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

[Remainder of this page left intentionally blank]

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the Proposer's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "*Section 8 – Evaluation of Statements of Qualifications.*"

In conjunction with other material and information requested in the RFSQ, all Proposers responding to this solicitation shall provide one (1) original, six (6) identical copies and one (1) identical digital version in .pdf format on CD or USB flash/thumb drive. **The digital version must be an identical copy of the fully signed original submission.** All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

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

STATEMENT OF INTEREST

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A

COMPANY PROFILE – HISTORY, PROFESSIONAL TECHNICAL QUALIFICATIONS, & PRIMARY AREA OF PROFESSIONAL FOCUS (20 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm. The narrative shall include the location of the Home or Corporate Office for the Firm and the location of the Office(s) that will be directly working on the project for the Firm.
- Demonstrate firm's technical ability, capability and skill to perform the professional service within the category service disciplines requested in Scope of Work, not exceeding ten (10) pages total.
 - This section should include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.
 - What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
 - Include a list, table, or graphic along with a short narrative explanation depicting services disciplines or practice areas in which the firm has exceptional expertise.
- Projects and Experience – Demonstrate experience to perform professional continuous service projects or services and provide examples of past performance delivering quality projects or service with innovative or cost saving solutions.

TAB B

CREDENTIALS, QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS, ACCOMPLISHMENTS & YEARS OF EXPERIENCE OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION, AND TRAINING ON SIMILAR PROJECTS (30 Evaluation Points)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - Names;
 - Titles;
 - Organization structure for the proposed project team;
 - Clearly identify the proposed role and responsibility in the project team for each member.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
 - The professional qualifications and experience for each person;
 - A summary of experience on projects like those described in this RFSQ and
 - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).
- **For support staff such as GIS Specialists, Surveyors, CADD Techs**, provide a list of available staff that will be used for this project.
- Provide a copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."
- Provide a copy of any and all professional licenses and certifications as required to perform the services described herein.

TAB C

OVERALL PROJECT APPROACH TO SUPPORT THE NEEDS & OBJECTIVES OF PROJECTS (20 Evaluation Points)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings or better solutions.
- Explain in concept how your firm delivers projects on time and within budget.
- Explain your firm's approach to projects, detailing areas that you feel provide the greatest benefit to your clients.

TAB D

FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (10 Evaluation Points)

- All Proposers shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement **and** the latest Dunn & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated in default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB E

DOCUMENTED PROJECTS (WITH AT LEAST 3 REFERENCES) WHICH DEMONSTRATE PROFICIENCY AND EXPERIENCE IN PROJECTS OF A SIMILAR NATURE IN SCOPE AND COMPLEXITY TO THE PROPOSED PROJECTS (20 Evaluation Points)

- Provide a minimum of three (3) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE**) within the last five (5) years for the category service disciplines described in Scope of Services of this RFSQ for which the firm performs. If the firm provides more than one of the category service disciplines, then provide three (3) Client References for each. Information should include:
 1. Company name;
 2. Name, title, address, email, and telephone number of prime contact;
 3. Year of the project completion; and
 4. Total cost of contract;

The information provided under this tab must be current and the City must be able to contact each reference for verification as part of the evaluation process.

- All reference contact information MUST be verified as current by the Proposer prior to submittal. References which cannot be verified using the provided contact information will receive no points under the evaluation criteria.
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Firm do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Firm keep you apprised on any issues with the project? How well did the Firm communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Firm manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Firm? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Firm in the future? Do you feel the Firm will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Firm?

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA

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

EVALUATION CRITERIA for WRITTEN STATEMENTS of QUALIFICATIONS

CATEGORY SCORE

A. COMPANY HISTORY, PROFESSIONAL TECHNICAL QUALIFICATIONS, & PRIMARY AREA OF PROFESSIONAL FOCUS: (Max 20 points)

(1) Company History – Size, Location(s), and Primary area of Professional Focus (10 points)

- 8-10 points – More than 7 years of technical qualifications in the primary area of professional focus and capable of meeting the City's needs
- 4-7 points – 4 to 6 years of technical qualifications in the primary area of professional focus and capable of meeting the City's needs
- 1-3 points – 1 to 3 years technical qualifications in the primary area of professional focus and capable of meeting the City's needs
- 0 points – No prior related experience or all required information not provided

(2) Demonstration of firm's technical ability, capability and skill to perform projects (10 points)

- 8-10 points – Demonstrated full ability, capability, and skill to perform projects
- 4-7 points – Demonstrated two out of three for ability, capability, and skill
- 1-3 points – Demonstrated one out of three for ability, capability, and skill
- 0 points – Did not adequately demonstrate ability, capability, or skill

B. CREDENTIALS, QUALIFICATIONS, PROFESSIONAL LICENSES, CERTIFICATIONS, RESUMES, ACCOMPLISHMENTS AND YEARS' EXPERIENCE of KEY PERSONNEL (Max 30 points)

(1) Credentials, Qualifications, Accomplishments and Years of Experience of the firm's key personnel as presented by Resumes, Education, and Training Certifications (15 points)

- 12-15 points – More than 5 years of related experience
- 8-11 points – 3 to 4 years of related experience
- 4-7 points – 1 to 2 years related experience
- 0-3 points – No prior related experience

(2) Experience of the firm's key personnel with providing Public Facilities Design and similar projects (15 points)

- 12-15 points – Most or all key personnel have more than 5 years of experience providing Public Facilities Designs
- 8-11 points – Most or all key personnel have 3 to 4 years of experience providing Public Facilities Designs
- 4-7 points – Most or all key personnel have 1 to 2 years of experience providing Public Facilities Designs
- 0-3 points – Most or all key personnel have No prior experience providing Public Facilities Designs

C. STRENGTH of OVERALL PROJECT APPROACH (Max 20 points)

- 15-20 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines
- 11-15 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks enough detail
- 6-10 points – Innovative solutions and project approach is addressed but poorly organized

- 0-5 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized

D. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (Max 10 points)

- (1) Sufficiency of the Financial Resources and Ability of the Firm to Perform the Contract or Provide the Services.....(5 points)**
- 5 points – Current Ratio is strong
 - 3-4 points – Current Ratio is moderate
 - 1-2 points – Current Ratio is slight risk
 - 0 points – Current Ratio is risky
- (2) Litigation and Debarment History.....(5 points)**
- 5 points – No Litigation nor Debarment history in last 5 years
 - 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken against firm
 - 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current active litigation and/or debarment actions
 - 0 points – Current active Litigation action and/or Debarment action in current year

E. REFERENCES (Max 20 points)

- (1) Documented projects (with at least 3 references) which demonstrate proficiency and experience in projects of a similar nature in scope and complexity to the proposed projects.....(10 points)**
- (2) References were able to be contacted and verified (10 points)**

Total Maximum Points (100 points)

RFSQ SCHEDULE

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

EVALUATION PROCEDURE

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

All Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes. It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services
2. The ability, capability and skill of the Proposer to perform the contract, including the range of services offered
3. Whether the provider can perform the contract within the time specified without delay or interference
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required
5. The character, integrity, reputation, judgment, experience and efficiency of the Proposer
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill
7. The quality of performance of previous contracts
8. The number and scope of conditions attached to the Statement
9. Responsiveness of client references
10. Such other information as may be secured

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

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

The City's Purchasing Division will establish the schedule and Proposers will be notified via www.demandstar.com at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

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

FINAL RANKING AND RECOMMENDATION FOR AWARD

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

EVALUATION CRITERIA for ORAL PRESENTATIONS**CATEGORY SCORE**

<i>(1) Understanding of Scope of Services</i>	<i>(20 points)</i>
<i>(2) Quality of Innovative Solutions and Project Approach.....</i>	<i>(20 points)</i>
<i>(3) Company Profile – Size, Location(s), and Primary area of Professional Focus</i>	<i>(10 points)</i>
<i>(4) Credentials, Qualifications and Years’ Experience of Key Personnel as presented by Resumes, Education, and Training.....</i>	<i>(20 points)</i>
<i>(5) Experience Designated Project Staff have in providing Similar Projects.</i>	<i>(20 points)</i>
<i>(6) Number of Professional Staff, Education, and Years of Experience in Public Facilities Design including Support Staff such as GIS Specialists, Surveyors, CADD Techs, Construction Inspectors (CEI).....</i>	<i>(10 points)</i>
<i>Total Maximum Points</i>	<i>(100 points)</i>

The Evaluation Committee’s final ranking will be provided to the Purchasing Agent to present to the Public. The City’s Purchasing Agent will provide a Notice of Intent to Award. The Notice of Intent to Award will be posted on www.demandstar.com and <https://www.port-orange.org/bids.aspx>. The City project manager will create an agenda item recommending award to the City Council. City Council’s decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Proposer’s Acknowledgement
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Public Entity Crimes Statement
- _____ Form 9.6 – Affidavit of Anti-Collusion
- _____ Form 9.7 – Statement of Qualifications
- _____ Form 9.8 – Professional References for Previous Experience
- _____ Form 9.9 – Authorized Signatures/Negotiators
- _____ Form 9.10 – Certification Regarding Debarment
- _____ Form 9.11 – E-Verify Affidavit
- _____ Form 9.12 – Non-Disclosure Agreement for Confidential Materials
- _____ Exhibit A – Description of Confidential Material
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL”, six (6) identical copies and one (1) digital identical (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed Proposal. Furthermore, I agree to propose by all conditions of the Request for Statement of Qualifications.

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER/FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Proposers, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

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

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

(NAME OF ORGANIZATION) and who:

[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

STATE OF _____
COUNTY OF _____

Name of Business

By: _____
Printed Name: _____
Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who: [Notary: Please select one] is personally known to me; or has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

NO PROPOSAL(REASON): _____

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of their knowledge and belief. **If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.**

- A. Name of Bidder: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the contracting business under your present firm or trade name? _____
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) _____
- G. General character of work performed by your company: _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. _____
- K. List your major equipment currently owned or leased: _____
- L. Experience in work similar to this type of project: _____
- M. Background and experience of the principal members of your organization, including the officers. _____
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐ Yes ☐ No
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or
_____ online notarization, this _____ day of _____, 20____, by _____ who is personally
known to me or who produced _____ as identification.

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided services equal or similar to those required under the City's contract and as outlined in this statement package. A minimum of three (3) projects shall be listed below in order to propose on this contract.

	Contact Name	Phone	Current Client? Y or N	Number of years of service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.10 – CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal

FORM 9.11 – E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 9.12 – NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL MATERIALS

**NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS**

Reference # _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above named Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - (a) Information already known or independently developed by the City;
 - (b) Information in the public domain through no wrongful act of the City;
 - (c) Information received by the City from a third party who was legally free to disclose it;
 - (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
 - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement 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 has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement 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 by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.

12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, Florida

BY: _____

NAME: _____

TITLE: Purchasing Manager

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Respondent

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

DESCRIPTION OF CONFIDENTIAL MATERIAL

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

TASK AUTHORIZATION NO. [REDACTED]

**Master Contract for Services dated [REDACTED]
Between the City of Port Orange, Florida and [REDACTED]**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and [REDACTED], a [REDACTED] corporation with its principal place of business at [REDACTED] ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to [REDACTED] as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within [REDACTED] days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "[REDACTED]" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed \$ [REDACTED]. 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.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has

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

Page 451 of

By: _____

Date: _____

CITY OF PORT ORANGE

By: _____
Donald Burnette, Mayor

Date: _____

ATTEST:

By: Robin L. Fenwick, MMC, City Clerk

Date: _____



CITY OF PORT ORANGE MASTER CONTRACT PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC WORKS, UTILITIES AND ENVIRONMENTAL SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 20____, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Engineer"). The City and Engineer are collectively referred to herein as the "Parties."

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous utility engineering consulting services to complete a wide range of projects led by the City of Port Orange Public Works and Utilities Department in accordance with Consultants Competitive Negotiation Act, and as more specifically described in Request for Statement of Qualifications 21-03 ("RFSQ 21-03"). This Contract together with RFSQ 21-03, Addenda, and Engineer's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Engineer. For convenience, Section 3, Scope of Services, of RFSQ 21-03, and the Bid Tabulation as submitted by Engineer in Engineer's Proposal are attached hereto as Exhibit "1." A complete copy of RFSQ 21-03 is available in the Office of the City Clerk. Engineer represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years, or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional one (1) year periods.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) ("Task Authorization") issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "2."
 - a. All Task Authorizations issued under this Contract shall terminate at the expiration of the term of the Task Authorization, unless amended in writing by the parties. If a Task Authorization issued before the expiration of this Contract cannot be completed until after the expiration of this Contract, then this Contract shall expire on the Completion of Services under said Task Authorization, including any Amendments thereto, and after all work or services under the Task Authorization have been approved and accepted by the City's Contract Administrator. The obligations entered herein by both parties under this Contract and said Task Authorizations shall remain in full force and effect until completion of all work or services performed under this Contract and/or the Task Authorization.
 - b. No new or additional Task Authorization shall be issued after the original expiration date of this Contract. The extension of this Contract to coincide with the completion of an existing Task Authorization issued prior to the original expiration date of this Contract shall not be construed as or constitute authorization by the City or the Engineer to enter into a new or additional Task Authorization after the original expiration date of this Contract, unless this Contract is renewed prior to entering into a Contract for a new or additional Task Authorization.
3. City Obligations The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Engineer under this Contract is limited to an amount not to exceed the appropriated budget per 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. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.
4. Contract Administration The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Engineer. For notice provisions, see the paragraph below entitled "Notice."
5. Liens Engineer acknowledges that Engineer shall not be entitled to lien the City or other public property.

6. Statement of Engineering Services The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction Engineer if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

- (iv) Original Drawings - Final Plans Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

7. Responsibility of the Engineer The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

8. Reuse of Documents The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

9. Expert Witness The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

10. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract

shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

11. Subcontractors or Sub-Subcontractors

(a) Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

(b) Engineer shall save and hold the City harmless from any and all claims or actions by Engineer's Subcontractors or Sub-subcontractors for payment of monies such Subcontractor or Sub-subcontractor claims to be owed by Engineer for work performed under this Contract.

(c) Nothing in this Contract shall create any obligation on the part of the City to pay directly to any Subcontractors or Sub-subcontractors or claims of a Subcontractor or Sub-subcontractors for amounts owed by Engineer to Subcontractor or Sub-subcontractor for work performed under this Contract.

(d) Engineer shall be fully responsible for all negligent acts and omissions of it Subcontractors and Sub-subcontractors and of persons directly or indirectly employed by them and of persons of whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Contract documents shall create any contractual relationship between any subcontractor and the City or any obligation on the part of the City to pay or to see to the payment of any moneys due any subcontractor to the extent practicable, evidence of amounts paid to the Engineer on account of specific work done in accordance with the schedule of values.

(e) The Engineer shall require all subcontractors or sub-subcontractors or outside associates employed in connection with the performance of this Contract to comply fully with the terms and conditions of this Contract between the City and the Engineer.

12. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

a. The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

b. The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator his termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and
 - c. A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

13. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

14. Engineer's Records. The design, permits and all other records prepared by the Engineer, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Engineer shall be retained by the Engineer for the requisite time set forth in Florida Administrative Code Rule 1 B-24 <http://dos.myflorida.com/library-archives/records-management/>. Engineer may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. During the term of this Contract, as amended from time to time, Engineer agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney. The Engineer's obligations pursuant to this paragraph shall survive the termination of this Contract, and as amended from time to time.

15. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

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

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.0701, Florida Statutes.

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

17. Insurance Engineer shall maintain insurance, as required herein, during the life of this Contract. Engineer shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Engineer shall be primary and non-contributory. All insurance coverages of the Engineer shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Engineer's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Engineer may use leased employees if the Engineer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Engineer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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. Engineer shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing

the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Engineer shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Engineer is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Engineer to ensure the subcontractors maintain the required coverage, shall not relieve the Engineer of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Engineer or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Engineer for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Engineer shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Engineer using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ 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.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Engineer 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 owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> 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 Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Engineer Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

19. 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.

20. Liability for Loss or Damage

(a) Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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, to the extent caused by negligent performance of the Contract by Engineer, his/its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. E-Verify. Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of this Contract, including all subcontractors. Any subcontract entered into by Engineer with any subcontractor performing work under this Contract shall include the following language: "The Sub-Engineer 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 Engineer on or after the effective date of this Contract and thereafter during the remaining term of the Contract." The Engineer covenants and agrees that if it is found in violation of this section of the Executive Order, such violation shall be a material breach of this Contract and Engineer shall indemnify, defend and hold harmless the City from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the City.

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

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

25. Controlling Law **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY**

LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.

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

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

29. 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: Lynn Stevens, Public Works & Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Engineer: _____
Attention: _____

() - Telephone
() - Facsimile
@ .com

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

30. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which

such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract or Task Authorization.

31. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

32. 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 Engineer and the City until the City signs this Agreement.

33. 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:

_____.

By: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation. He/She ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 20__, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents



City of Port Orange Public Utilities and Works Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Public Works & Utilities Business Manager

FROM: Junos Reed, P.E., Public Works & Utilities Engineering and Construction Manager

DATE: November 16, 2021

SUBJECT: RFSQ 21-03 Master Contracts for Engineering & Environmental Services

REQUEST:

The Public Works & Utilities Department is requesting City Council approval of the Master Contract for Engineering & Environmental Services to five (5) firms: Kimley-Horn & Associates Inc., Mead & Hunt, Zev Cohen & Associates Inc., DRMP Inc., and CPH Inc.

PURPOSE:

To obtain professional engineering services for various City projects as needed.

CONSIDERATION:

On August 5, 2021 Purchasing received seventeen (17) Statements of Qualifications for RFSQ 21-03, Professional Engineering Services for Public Works, utilities, and Environmental Services. An evaluation committee comprised of City Public Works & Utilities and Community Development staff was appointed to evaluate and rank the Statements of Qualifications received. Each Statement of Qualifications was evaluated on the criteria outlined in the RFSQ and based on the overall needs of the City. After review and scoring by the City's evaluation committee members, staff recommends awarding the following firms: Kimley-Horn & Associates Inc., Mead & Hunt, Zev Cohen & Associates Inc., DRMP Inc., and CPH Inc. Staff negotiated and obtained hourly rate sheets from each firm and those will become a part of the executed contract.

FUNDING:

N/A

RECOMMENDATION:

The Public Works & Utilities and Works Department recommends City Council approval of the Master Contract for Engineering & Environmental Services to five (5) firms: Kimley-Horn & Associates Inc., Mead & Hunt, Zev Cohen & Associates Inc., DRMP Inc., and CPH Inc.

ANTICIPATED SCHEDULE:

- a) Council Date: January 18, 2022

2021 Hourly Rate Schedule

Principal	\$190.00
Department Director	\$175.00
Senior Professional Engineer	\$155.00
Senior Registered Landscape Architect	\$150.00
Project Manager	\$155.00
Senior Planner	\$140.00
Senior Biologist/Env. Scientist/GIS Analyst	\$140.00
Professional Engineer	\$140.00
Registered Landscape Architect	\$135.00
Environmental Scientist II/GIS Specialist II	\$105.00
Engineer II	\$110.00
Landscape Architect II	\$105.00
Planner II	\$105.00
Senior Designer	\$100.00
Environmental Scientist I/GIS Specialist I	\$ 95.00
Engineer I	\$ 95.00
Landscape Architect I	\$ 95.00
Planner I	\$ 95.00
Designer	\$ 85.00
CADD Manager	\$110.00
Senior CADD Technician	\$100.00
CADD Technician	\$ 90.00
Construction Administration Manager	\$130.00
Construction Administrator	\$110.00
Construction Administration Technician	\$ 90.00
IT Manager	\$ 95.00
Certified Soil Scientist	\$155.00
Certified Arborist	\$100.00
Landscape Designer	\$ 85.00
Engineering Technician	\$ 75.00
Biological Technician	\$ 65.00
Technical Assistant	\$ 65.00
Senior Clerical	\$ 60.00
Clerical	\$ 50.00

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2022

Standard Billing Rates

Clerical	\$78.00 / hour
Technical Editor.....	\$117.00 / hour
Technician I, Technical Writer, Administrative Assistant.....	\$96.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$133.00 / hour
Technician IV	\$149.00 / hour
Senior Technician	\$163.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$130.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$148.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$160.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist.....	\$167.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$191.00 / hour
Senior Associates	\$210.00 / hour
Principal/Senior Client Manager.....	\$249.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out of Volusia County. Invoicing is on a monthly basis for work performed.

This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases. This schedule is subject to annual increases.

Exhibit "A"
Effective February 8, 2021

Administrative/Office Support	Rate
Administrative Support I	\$55.00
Administrative Support II	\$65.00
Administrative Support III	\$75.00
Administrative Support IV	\$85.00
Senior Administrative Support	\$115.00
Senior Administrative Supervisor	\$120.00
Administrative Department Manager	\$160.00
Reproduction Support	\$60.00
Information Systems I	\$95.00
Information Systems II	\$105.00
Graphic Design	
Graphic Designer I	\$55.00
Graphic Designer II	\$75.00
Graphic Designer III	\$120.00
Technical Writing	
Technical Writer I	\$50.00
Technical Writer II	\$65.00
Technical Writer III	\$85.00
Engineering	
Engineering Technician I	\$55.00
Engineering Technician II	\$65.00
Engineering Technician III	\$70.00
Engineering Technician IV	\$80.00
Engineering Technician V	\$90.00
Engineer I (<i>Graduate Eng.</i>)	\$90.00
Engineer II	\$95.00
Engineer III	\$100.00
Engineer IV	\$105.00
Engineer V (P.E.) (<i>Registered Eng.</i>)	\$120.00
Engineer VI (P.E.)	\$135.00
Engineer VII (P.E.)	\$150.00
Engineer VIII (P.E.)	\$170.00
Chief Engineer I (P.E.) (<i>20+ yrs</i>)	\$190.00
Chief Engineer II (P.E.) (<i>20+ yrs</i>)	\$250.00
Environmental	
Environmental Scientist I	\$70.00
Environmental Scientist II	\$90.00
Environmental Scientist III	\$110.00
Chief Environmental Scientist	\$125.00
Senior Ecologist	\$160.00
GIS	
GIS Technician	\$65.00
GIS Analyst I	\$75.00
GIS Analyst II	\$90.00
GIS Analyst III	\$125.00
GIS Senior Project Manager	\$180.00
CEI	
Inspector I	\$62.00
Inspector II	\$76.00
Senior Inspector I	\$90.00
Senior Inspector II	\$106.00
Specialist (Materials, Contract, IT, etc.)	\$120.00
Project Administrator I	\$135.00
Inspection Manager/Proj. Admin II	\$170.00
Resident Engineer	\$195.00
NBIS - Bridge Inspection	
NBIS Engineer	\$200.00
NBIS Team Leader	\$155.00
NBIS Team Member	\$80.00

Expert Witness	Rate
Expert Witness Research	\$145.00
Expert Witness Testimony	\$250.00
Public Relations	
Public Relations I	\$95.00
Geomatics / Survey & Mapping	
2-Person Survey Crew	\$165.00
3-Person Survey Crew	\$200.00
4-Person Survey Crew	\$255.00
Survey CADD / Technician	\$95.00
Surveyor in Training / Technician II	\$105.00
Surveyor in Training / Technician III	\$110.00
Professional Surveyor & Mapper (<i>Registered Surv</i>)	\$145.00
Surveyor Project Manager	\$175.00
Senior Professional Survey & Mapper	\$220.00
Chief Surveyor & Mapper	\$245.00
Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	\$140.00
Unmanned Autonomous System (UAS) Technician	\$85.00
Unmanned Autonomous System (UAS) Lidar Unit	\$1,500.00
Static Terrestrial Lidar	
3 Person Crew	\$180.00
4 Person Crew	\$220.00
5 Person Crew	\$285.00
Mobile LIDAR Unit / Daily Rate	\$4,500.00
Ground Penetrating Radar (GPR) Services	
GPR Technician Crew	\$120.00
2-Person GPR/Concrete Imaging Crew	\$185.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate	\$120.00
2-Person Utility Designate/Locate Crew	\$185.00
3-Person Vacuum Excavation S.U.E. Crew	\$240.00
4-Person Vacuum Excavation S.U.E. Crew	\$285.00
S.U.E. Project Manager	\$145.00
Utility Locate Technician	\$100.00
Senior SUE Tech	\$120.00
Planning	
Planner I	\$75.00
Planner II	\$85.00
Planner III	\$100.00
Planner IV	\$115.00
Senior Planner I	\$125.00
Senior Planner II	\$140.00
Senior Planner III	\$165.00
Designers	
Designer I	\$100.00
Designer II	\$110.00
Designer III	\$120.00
Designer IV	\$130.00
Designer V	\$140.00
Management	
Project Manager I	\$95.00
Project Manager II	\$100.00
Project Manager III	\$110.00
Senior Project Manager I (<i>\$100k +</i>)	\$150.00
Senior Project Manager II	\$180.00
Senior Project Manager III	\$200.00
Senior Project Manager IV	\$275.00
Supervising Engineer	\$180.00
Department Managers I	\$190.00
Department Managers II	\$220.00
Division Managers I	\$240.00
Division Managers II	\$285.00
Principals	\$360.00

HOURLY BILLING RATES

Effective: December 20, 2021

Category	Rate ¹
Principal	\$300
Program Manager	\$260
Senior Project Manager	\$235
Project Manager	\$180
Senior Project Engineer	\$160
Project Engineer	\$140
Principal Traffic Engineer	\$260
Senior Traffic Engineer	\$160
Traffic Engineer	\$140
Traffic Analyst	\$125
Principal Environmental Scientist	\$260
Senior Environmental Scientist	\$160
Lead Environmental Scientist	\$120
Environmental Scientist	\$110
GIS Analyst	\$115
Principal Planner	\$260
Senior Planner	\$160
Planner	\$120
Principal Architect	\$260
Senior Architect	\$180
Architect	\$160
Senior Architectural Manager	\$150
Architectural Manager	\$145
Senior Architectural Designer	\$140
Architectural Designer	\$125
Interior Designer	\$125
Principal Structural Engineer	\$260
Senior Structural Engineer	\$180
Structural Engineer	\$140
Principal MEP Engineer	\$260
Senior MEP Project Engineer	\$180
MEP Project Engineer	\$140
Principal Landscape Architect	\$260
Senior Landscape Architect	\$160
Landscape Architect	\$135

Category	Rate ¹
Project Coordinator	\$100
Senior Project Designer	\$145
Project Designer	\$130
Senior Design Technician	\$125
Design Technician	\$105
CADD Technician	\$95
Graphic Designer	\$120
Administrative	\$90
Clerical	\$75
Network Admin. (I)	\$95
Senior Construction Manager	\$165
Construction Manager	\$140
Construction Field Representative II	\$125
Construction Field Representative I	\$95
Principal Surveyor	\$260
Senior Professional Surveyor	\$160
Professional Surveyor and Mapper	\$145
Field Technician/Designer	\$120
Surveyor in Training	\$110
Survey Project Manager/CADD	\$135
Field Crew Coordinator	\$125
Survey Party Chief	\$100
Survey Instrument Man	\$90
Senior Survey CADD Technician	\$125
Survey CADD Technician	\$95
Survey Crew (2 Man)	\$180
Survey Crew (Construction Staking - 2 Man)	\$220
Survey Crew (3 Man)	\$260
GPS (1 Man) / Robotics	\$165
GPS (2 Man)	\$220
1 Man Scanner/Laser Survey Crew	\$285
2 Man Scanner/Laser Survey Crew	\$320

1 - Hourly rates include all labor; overhead; margins and profit. Travel over 100 miles will be charged at the current IRS Rates. Expenses for airfare, hotel, car rental, and meals will be invoiced as a reimbursable expense. Outside Reimbursable markup will be 10% over actual cost. Subconsultant markup will be 7% of the total subconsultant costs.



KIMLEY HORN AND ASSOCIATES SCHEDULE OF HOURLY BILLING RATES

Labor Position/Classification Level	Hourly Rate
Principal	\$300.00
Senior Project Manager	\$230.00
Project Manager	\$190.00
Senior Project Engineer	\$210.00
Project Engineer	\$170.00
Analyst 3	\$145.00
Analyst 2	\$125.00
Analyst 1	\$115.00
Senior Environmental Scientist	\$185.00
Environmental Scientist	\$130.00
GIS Analyst	\$130.00
Grants Coordinator	\$175.00
Sr CAD Designer	\$185.00
CAD Designer	\$150.00
CAD Technician	\$110.00
Administrative	\$95.00
Clerical	\$75.00

Notes:

1. Billing rates listed in the table above are for the period from FY2022 through FY2024.
2. The salary multiplier billing rates include all payroll burden, overheads, and profit.
3. Subconsultants will be billed at 115% of actual cost
4. Standard project expenses will be billed as an allocation equivalent to 5.0% of the labor fee.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C11d) Approval of Extension and Amendment No. 2 (CA5751) to Sliger & Associates, Inc. for a rate increase for surveying services.

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Extension and Amendment No. 2 to extend the contract (CA5751) with Sliger & Associates, Inc. for multi-department, Professional Surveying services for a two-year term at the unit prices set forth in the rates and fee schedule attached as Exhibit A.

SUMMARY: On February 7, 2017, the City entered into a contract (CA5751) with Sliger & Associates, Inc. (Sliger) for multi-department, city-wide surveying services. This contract has been utilized for annexations, final plat reviews, easements, property acquisitions, and boundary and topographic survey needs of City departments. The initial term of the contract was February 7, 2017 to February 7, 2020 with the option to renew for two (2), two-year terms upon agreement of both parties.

One (1), two-year renewal has been approved to date with the current contract expiring on February 6, 2022. Sliger would like to exercise their right to increase their rates concurrent with the contract renewal to extend the agreement for the second two-year term effective February 7, 2022 to February 7, 2024. The increased rates are shown in Exhibit A and have been reviewed by City departments. Sliger is requesting the following rate increases:

- The rate for Principal Surveyor increased by \$20 an hour, a 16% increase from the 2020 rate (\$125.00).
- Sliger had one rate for CAD Technician in 2020. Their new rate schedule has two rates for CAD work; Senior CAD Technician at \$100.00/hour and CAD Technician at \$75.00/hour. The rate for Senior CAD Technician is \$10 an hour higher than the 2020 CAD Technician rate (\$90.00) and the new CAD Technician rate is \$15 an hour less than the 2020 CAD Technician rate (\$90.00).

The new rate schedule also establishes a flat rate for setting concrete monuments at \$22 each. Staff finds Sliger's new rates to be competitive with the other two firms (CPH and Southeastern) on continuing contracts with the City and within industry standards.

Project No.: N/A

Funding Account No.: N/A

ATTACHMENTS:

1.	Sliger and Associates, Inc. Amendment and Renewal No. 2	Sliger and Associates, Inc. Amendment and Renewal No. 2.pdf
2.	CA 5751 Sliger Contract	CA 5751 Sliger Contract.pdf
3.	2020-2022 extension 1 SLIGER ASSOC	2020-2022 extension 1 SLIGER ASSOC.pdf
4.	Sliger COI expires 10 01 2022	Sliger COI expires 10 01 2022.pdf
5.	Sliger Auto COI expires 10 01 2022	Sliger Auto COI expires 10 01 2022.pdf
6.	2022 Surveying Contracts - Man Hour Rate Comparison	2022 Surveying Contracts - Man Hour Rate Comparison.xlsx

Margaret Tomlinson

Created/Initiated - 12/22/2021

Tim Burman

Approved - 12/28/2021

Jill Poolman

Approved - 1/3/2022

Linda Truitt

Approved - 1/3/2022

Robin Hayes

Approved - 1/3/2022

Shannon Balmer

Approved - 1/4/2022

Wayne Clark

Approved - 1/4/2022

Robin Fenwick

Final Approval - 1/5/2022

AMENDMENT AND RENEWAL NO. 2
To Professional Survey Services Contract dated February 7, 2017
Sliger & Associates, Inc.

THIS AMENDMENT AND RENEWAL NO. 2 TO PROFESSIONAL SURVEY SERVICES ("2022 Amendment and Renewal") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SLIGER & ASSOCIATES, Inc.** ("Contractor") a Florida corporation registered to transact business in the State of Florida, with its principal place of business at 3921 Nova Road, Port Orange, Florida 32127. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Professional Survey Services Contract ("Contract") on February 7, 2017, pursuant to Request for Qualifications 16-33 ("RFSQ 16-33"), with a term commencing on February 7, 2017 and continuing for a period of three (3) years, with two (2) additional two (2) year periods, subject to review and approval by the City Manager; and

WHEREAS, on the 4th day of February 2020, the Parties utilized the first two (2) year renewal option, renewing the term notwithstanding the date of execution, for a period commencing on February 7, 2020 and continuing until February 6, 2022, Amended the Contract to correct the Contractor's name, Amended the Contract to amend the hourly rate compensation as set forth in Exhibit "1" of the Contract, and Amend the Contract spending authority from a spending limit up to but not to exceed \$25,000 for periodic quotes and purchase orders, and for Task Authorizations exceeding \$25,000, per annual term of the Contract, to a spending authority not to exceed the budget appropriation for each fiscal year, for periodic quotes, purchase orders, and task authorizations ("Extension and Amendment No. 1"); and

WHEREAS, the Parties desire to utilize the second two (2) year renewal option, extending the Contract notwithstanding the date of execution, to commence on February 7, 2022 and continue until February 6, 2024; and

WHEREAS, the Parties desire to amend the hourly rate compensation as set forth in Exhibit "1" of the Contract; and

WHEREAS, the Port Orange City Council has determined that the execution of this 2022 Amendment and Renewal is beneficial to the citizens of the City of Port Orange.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. Term: The term of the Contract, as amended, is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on February 7, 2022 and continue until February 6, 2024 unless otherwise terminated.
3. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, pursuant to periodic Quotes and Purchase Order(s) in an amount not to exceed the budget appropriation for each fiscal year, and Task Authorization(s) for amounts not to exceed the budget appropriation for each fiscal year. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed

by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. Contract Construction. This 2022 Amendment and Renewal 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 2022 Amendment and Renewal shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this 2022 Amendment and Renewal.

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

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2022 Amendment and Renewal on the day and year stated hereinafter.

Witnesses:

SLIGER & ASSOCIATES, INC.

Printed Name: _____

By: _____
Joseph E. Zapert, 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, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Joseph E. Zapert, as President of Sliger & Associates, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

Attest:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT 1

Sliger & Associates Inc Hourly Rates

Date Effective: November 1st, 2021

<u>SERVICE</u>	<u>HOURLY RATE</u>
Registered Surveyor	\$ 145.00
Survey Crew	\$ 145.00
Project Manager	\$ 125.00
Senior CAD Technician	\$ 100.00
CAD Technician	\$ 75.00
Research	\$ 60.00
Concrete Monuments	\$ 22.00 Each



CITY OF PORT ORANGE PROFESSIONAL SURVEY SERVICES CONTRACT

This Professional Survey Services Contract ("Contract") is entered into this 7 day of Feb., 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SLIGER & ASSOCIATES, INC.** ("Contractor"), a Florida corporation whose principal address is 3921 Nova Road, Port Orange, Florida 32127. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with professional surveying services that meet the minimum technical standards as set forth by Florida Administrative Code Rule 5J-17.050 regulated and adopted by Florida Statutes 472.027. The Contractor shall further provide and/or perform these professional surveying services for a variety of projects being administered by various City departments. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Contractor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Contractor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications ("RFSQ") No. 16-33, and SouthEastern Surveying and Mapping Corporation Proposal dated December 19, 2016 attached hereto as Exhibit "1." Complete copies of RFSQ No. 16-33 and Sliger & Associates, Inc. Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129

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

Term: The initial term of this Contract shall commence upon the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional two (2) year periods. Renewal(s) shall be subject to review and approval by the City Manager.

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

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

Authorization of Services: This Contract standing alone does not authorize the purchase of any work or services to be provided by the Contractor, or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) or Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "2." 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. Contractor agrees that all pricing shall remain valid during the Term(s) of this Contract.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annual term of this Contract. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved

in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation

may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots

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

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

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

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

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

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

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

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

21. 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.

22. 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.**

23. 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.

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

25. 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: **Department Head Requesting Service**
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Contractor: Sliger & Associates, Inc.
Attention: Joseph E. Zapert, President
3921 Nova Road
Port Orange, Florida 32127
(386) 761-5385 – Telephone
(386) 760-0619 – Facsimile
jzapert@sligerassociates.com

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

26. 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.

27. 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:

Laurie Bartels

Printed Name: Laurie Bartels

Donna Hendrickson

Printed Name: Donna Hendrickson

SLIGER & ASSOCIATES, INC.

By: [Signature]

Joseph E. Zapert, 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: 1/30/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of January, 2017, by Joseph E. Zapert, as President of Sliger & Associates, Inc., a Florida corporation, and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

[Signature]

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Frances Gosnell
Printed Name: Frances Gosnell

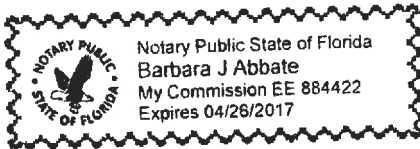
By: [Signature]
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/7/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Feb., 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Frances Gosnell
Printed Name: Frances Gosnell

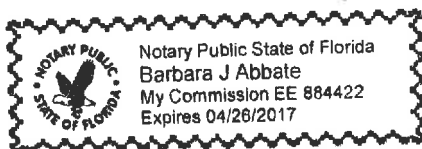
By: [Signature]
Robin L. Fenwick, CMC, City Clerk

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/7/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Feb., 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL SURVEYING SERVICES
CITY OF PORT ORANGE RFSQ # 16-33

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Sliger & Associates

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$110.00
Project Manager	\$110.00
CADD Technician.....	\$ 80.00
Principal Surveyor.....	\$110.00
Survey Crew (2 Man)	\$135.00
Research	\$ 55.00

Expenses/Schedule of Reimbursable Charges

Description (Prints) \$2.00 - \$4.00.....	\$ 0.00
---	---------

EXHIBIT “2”
(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Professional Survey Services Contract dated ____
Between the City of Port Orange, Florida and Sliger & Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **SLIGER & ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 3921 Nova Road, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Professional Survey Services Contract dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

SLIGER & ASSOCIATES, INC.

Printed Name: _____

By: _____
Joseph E. Zapert, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5751]

EXTENSION AND AMENDMENT NO. 1
To Professional Survey Services Contract dated February 7, 2017
Sliger & Associates, Inc.

THIS EXTENSION AND AMENDMENT NO. 1 TO PROFESSIONAL SURVEY SERVICES ("Extension and Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **SLIGER & ASSOCIATES, Inc.** ("Contractor") a Florida corporation registered to transact business in the State of Florida, with its principal place of business at 3921 Nova Road, Port Orange, Florida 32127. The City and the Consultant are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Professional Survey Services Contract ("Contract") on February 7, 2017, pursuant to Request for Qualifications 16-33 ("RFSQ 16-33"), with a term commencing on February 7, 2017 and continuing for a period of three (3) years, with two (2) additional two (2) year periods, subject to review and approval by the City Manager; and

WHEREAS, the Parties desire to amend the incorrectly referenced Contractor name in in Paragraph 1(a), Sentence 7, from SouthEastern Surveying and Mapping Corporation to Sliger & Associates, Inc; and

WHEREAS, the Parties desire to utilize the first two (2) year renewal option, extending the Contract notwithstanding the date of execution, to commence on February 7, 2020 and continue until February 6, 2022; and

WHEREAS, the Parties desire to amend the hourly rate compensation as set forth in Exhibit "1" of the Contract; and

WHEREAS, the Parties desire to amend the Contract from a spending authority of an amount subject to a limit up to but not to exceed \$25,000 for periodic quotes and purchase orders, and an amount subject to a limit up to but not to exceed \$25,000 for task authorizations, per annual term of the Contract, to a spending authority not to exceed the budget appropriation for each fiscal year, for periodic quotes, purchase orders, and task authorizations; and

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

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

1. The foregoing recitals are true and correct and incorporated herein.
2. Provision of Services: The incorrectly referenced Contractor name in in Paragraph 1(a), Sentence 7, from SouthEastern Surveying and Mapping Corporation to Sliger & Associates, Inc, is hereby amended.
3. Term: The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on February 7, 2020 and continue until February 6, 2022 unless otherwise terminated.
4. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount not to exceed the budget appropriation for each fiscal year, and Task Authorization(s) for amounts not to exceed the budget appropriation for each fiscal year. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the

then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

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

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

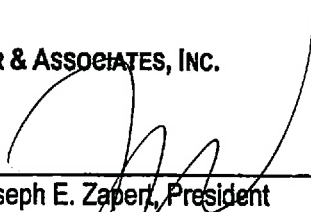
IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Extension and Amendment on the day and year stated hereinafter.

Witnesses:


Printed Name: Clyde O. Van Kleeck


Printed Name: Ashleigh Mahone

SLIGER & ASSOCIATES, INC.

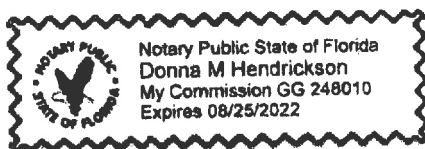
By: 
Joseph E. Zapert, President

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, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 01/28/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 28th day of January, 2020, by Joseph E. Zapert, as President of Sliger & Associates, Inc., a Florida corporation. He or she is X personally known or _____ produced _____ as identification.




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

Witnesses:

Printed Name:

Printed Name:

CITY OF PORT ORANGE

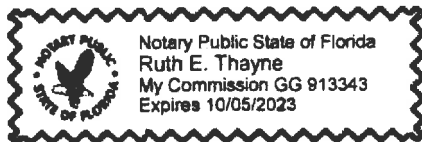
By:

Donald O. Burnette, Mayor

Date:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 4th day of February, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is X personally known or _____ produced _____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

RUTH E. THAYNE

Witnesses:

Printed Name:

Printed Name:

Attest:

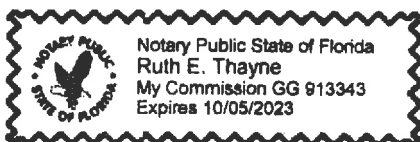
By:

Robin L. Fenwick, MMC, City Clerk



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or _____ online notarization, this 4th day of February, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is X personally known or _____ produced _____ as identification.



Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

RUTH E. THAYNE

EXHIBIT "1"

HOURLY RATE SCHEDULE

CONTRACT FOR PROFESSIONAL SURVEYING SERVICES CITY OF PORT ORANGE RFSQ # 16-33

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: Sliger & Associates

<u>Category of Employee</u>	<u>Hourly Rate</u>
Principal	\$ 125.00
Project Manager	\$ 125.00
CADD Technician	\$ 90.00
Principal Surveyor	\$ 125.00
Survey Crew (2 Man).....	\$ 145.00
Research	\$ 60.00

Expenses/Schedule of Reimbursable Charges

Description (Prints) \$2.00- \$4.00	\$ 0.00
---	---------



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412	CONTACT NAME: Brooke Baytan PHONE (A/C, No, Ext): (386) 239-4072 FAX (A/C, No): (386) 323-9107 E-MAIL ADDRESS: bbaytan@bbdaytona.com
INSURED SLIGER & ASSOCIATES, INC. 3921 NOVA ROAD PORT ORANGE FL 32127	INSURER(S) AFFORDING COVERAGE INSURER A: Main Street America Protection Insurance Company INSURER B: Old Dominion Insurance Company INSURER C: American Interstate Insurance Company INSURER D: Underwriters at Lloyd's INSURER E: INSURER F:
	NAIC # 13026 40231 31895 S2170

COVERAGES**CERTIFICATE NUMBER:** 21-22**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			BPP8545X	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP8545X	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		AVWCFL2934062021	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			KAE 000-0456	10/01/2021	10/01/2022	Per Claim \$2,000,000 Aggregate \$2,000,000 Per Claim Retention \$35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

THE CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER**CANCELLATION**The City of Port Orange
1000 City Center Circle

Port Orange

FL 32129

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Brown & Brown of Florida, Inc.		NAMED INSURED SLIGER & ASSOCIATES, INC.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes**CURRENT BLANKET POLICY FORMS****GENERAL LIABILITY**

1) BPM 3100FL 0316 - ADDITIONAL INSURED-ONGOING OPERATIONS, ADDITIONAL INSURED-COMPLETED OPERATIONS, ADDITIONAL INSURED-LESSOR OF EQUIPMENT, ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES, ADDITIONAL INSURED-STATE OR POLITICAL, PRIMARY & NON-CONTRIBUTORY

2) BP 0497 0106 - WAIVER OF SUBROGATION

WORKERS COMPENSATION

1) WC000313 4-84 - WAIVER OF SUBROGATION

UMBRELLA LIABILITY

THE UMBRELLA LIABILITY FOLLOWS FORM OVER THE GENERAL LIABILITY AND EMPLOYERS LIABILITY PER FORM CU0001 0413.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Jose' Castillon Insurance Agency Inc 3460 S Ridgewood Ave Ste B Port Orange FL 32129	CONTACT NAME: Kelsi Miller PHONE (A/C, No, Ext): 386-761-2111 E-MAIL ADDRESS: kelsi@josecastillon.com	FAX (A/C, No): 386-756-5647	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25178
INSURED Sliger & Associates Inc 3921 S Nova Rd Port Orange FL 32127			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			G38 3604-D01-59 311 9615-D01-59 E52 0194-D01-59 J71 6199-D01-59	10/01/2021 10/01/2021 10/01/2021 10/01/2021	04/01/2022 04/01/2022 04/01/2022 04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

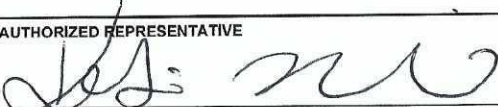
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

G38 3604-D01-59 16 CHEV COLORADO P/U 1GCGTBE36G1224981
311 9615-D01-59 85 CHEV C10 P/U 2GCEC14H8F1175970
E52 0194-D01-59 17 CHEV COLORADO P/U 1QCCTBEN2H1164507
J71 6199-D01-59 21 CHEV K1500 P/U 1GCUYAEF3MZ300310

AUTOMOBILE INSURANCE IS PRIMARY & NON-CONTRIBUTORY. WAIVER OF SUBROGATION ISSUED IN FAVOR OF THE ADDITIONAL INSURED/ CERTIFICATE HOLDER

CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE PO BOX 291759 PORT ORANGE FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Jose' Castillon Insurance Agency Inc 3460 S Ridgewood Ave Ste B Port Orange FL 32129	CONTACT NAME: KELSIE MILLER PHONE (A/C, No, Ext): 386-761-2111 FAX (A/C, No): 386-756-5647 E-MAIL ADDRESS: KELSIE@josecastillon.com INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178
INSURED Sliger & Associates Inc 3921 S Nova Rd Port Orange FL 32127	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

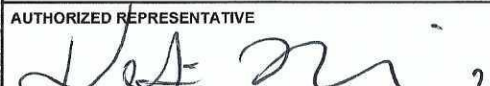
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			C25 2266-D01-59 996 8968-D01-59 C56 7707-D01-59 C95 1806-D01-59	10/01/2021 10/01/2021 10/01/2021 10/01/2021	04/01/2022 04/01/2022 04/01/2022 04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

C25 2266-D01-59 19 CHEV SILVERADO P/U 2GCVKNECXK1148017
 996 8968-D01-59 20 CHEV K1500 P/U 3GCPYFEL8LG417640
 C56 7707-D01-59 13 CHEV K1500 P/U 1GCRKPEA1DZ144198
 C95 1806-D01-59 14 CHEV K1500 P/U 3GCUKPEC9EG508798
 AUTOMOBILE INSURANCE IS PRIMARY & NON-CONTRIBUTORY. WAIVER OF SUBROGATION ISSUED IN FAVOR OF THE ADDITIONAL INSURED/ CERTIFICATE HOLDER

CERTIFICATE HOLDER CITY OF PORT ORANGE PO BOX 291759 PORT ORANGE FL 32129	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  Jose' Castillon Insurance Agency Inc 3460 S Ridgewood Ave Ste B Port Orange FL 32129	CONTACT NAME: Kelsi Miller PHONE (A/C, No, Ext): 386-761-2111 E-MAIL ADDRESS: kelsi@josecastillon.com	FAX (A/C, No): 386-756-5647	
	INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 25178
INSURED Sliger & Associates Inc 3921 S Nova Rd Port Orange FL 32127			

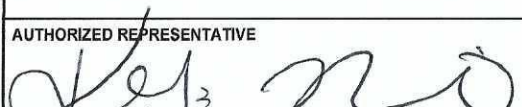
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			G38 3602-D01-59 D63 5366-D01-59 C25 2265-D01-59 D47 1124-D01-59	10/01/2021 10/01/2021 10/01/2021 10/01/2021	04/01/2022 04/01/2022 04/01/2022 04/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

G38 3602-D01-59 ENOL & HIRED AUTOS
D63 5366-D01-59 20 CHEVROLET EQUINOX P/U 3GNAXLEX4LS539555
C25 2265-D01-59 16 CHEVROLET COLORADO WT P/U 1GCGTBE35H1132891
D47 1124-D01-59 15 CHEVROLET COLORADO P/U 1GCGTAE39F1209643
AUTOMOBILE INSURANCE IS PRIMARY & NON-CONTRIBUTORY. WAIVER OF SUBROGATION ISSUED IN FAVOR OF THE ADDITIONAL INSURED/ CERTIFICATE HOLDER

CERTIFICATE HOLDER CITY OF PORT ORANGE PO BOX 291759 PORT ORANGE FL 32129	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

Surveying Contracts - 2022 Man Hour Rate Comparison

Position	CPH *	Sliger *	Southeastern
Principal	\$ 190.00	\$ 145.00	\$ 130.00
Project Manager	\$ 160.00	\$ 125.00	\$ 130.00
CADD Technician	\$ 75.00	\$ 75.00	\$ 86.00
Senior CAD Technician	\$ 105.00	\$ 100.00	\$ 97.00
Principal Surveyor	\$ 170.00	\$ 145.00	\$ 130.00
Survey Crew (2 Man)	\$ 155.00	\$ 145.00	\$ 130.00

* Updated rates



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C11e) Approval of Extension and Amendment No. 1 (CA5750) to CPH for a rate increase for surveying services.

DEPARTMENT: Community Development

GOAL: N/A6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Extension and Amendment No. 1 to extend the contract (CA5750) with CPH for multi-department, Professional Surveying services for a two-year term at the unit prices set forth in the rates and fee schedule attached as Exhibit A.

SUMMARY: On February 7, 2017, the City entered into a contract (CA5750) with CPH for multi-department, city-wide surveying services. This contract has been utilized for annexations, final plat reviews, easements, property acquisitions, and boundary and topographic survey needs of City departments. The initial term of the contract was February 7, 2017 to February 7, 2020 with the option to renew for two (2), two-year terms upon agreement of both parties.

One (1), two-year renewal has been approved to date with the current contract expiring on February 7, 2022. CPH would like to exercise their right to increase their rates concurrent with the contract renewal to extend the agreement for the second two-year term effective February 7, 2022 to February 7, 2024. This is the first rate increase requested since the contract was awarded in 2017. The increased rates are shown in Exhibit A and have been reviewed by City departments. CPH is requesting the following rate increases:

- The rate for Principal at the firm increased by \$30 an hour, an 18.8% increase from the 2017 rate (\$160.00).
- The rate for Project Manager increased by \$20 an hour, a 14.3% increase from the 2017 rate (\$140.00).
- The rate for Principal Surveyor increased by \$10 an hour, a 6.3% increase from the 2017 rate (\$160.00).
- The rate for Survey Crew (2 man) increased by \$20 an hour, a 14.8% increase from the 2017 rate (\$135.00).

Staff finds CPH's new rates to be competitive with the other two firms (Sliger & Associates, Inc. and Southeastern) currently on continuing contracts with the City and within industry standards.

Project No.: N/A

Funding Account No.: N/A

Presenter: Margaret Tomlinson, Tim Burman

ATTACHMENTS:

1.	CPH, Inc. Amendment and Renewal No. 2	CPH, Inc. Amendment and Renewal No. 2.pdf
2.	CA 5750 CPH Contract	CA 5750 CPH Contract.pdf
3.	2020-2022 Renewal CPH	2020-2022 Renewal CPH.pdf
4.	CPH COI expires 4-1-22	CPH COI expires 4-1-22.pdf
5.	2022 Surveying Contracts - Man Hour Rate Comparison	2022 Surveying Contracts - Man Hour Rate Comparison.xlsx

Margaret Tomlinson	Created/Initiated - 12/22/2021
Tim Burman	Approved - 12/28/2021
Jill Poolman	Approved - 1/3/2022
Linda Truitt	Approved - 1/3/2022
Robin Hayes	Approved - 1/3/2022
Shannon Balmer	Approved - 1/4/2022
Wayne Clark	Approved - 1/4/2022
Robin Fenwick	Final Approval - 1/5/2022

AMENDMENT AND RENEWAL NO. 2
To Professional Survey Services Contract dated February 7, 2017
CPH, Inc.

THIS AMENDMENT AND RENEWAL NO. 2 TO PROFESSIONAL SURVEY SERVICES ("2022 Amendment and Renewal") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **CPH, Inc.** ("Contractor") a Florida corporation registered to transact business in the State of Florida, with its principal place of business at 500 West Fulton Street, Sanford, Florida 32771. The City and the Contractor are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Professional Survey Services Contract ("Contract") on February 7, 2017, pursuant to Request for Qualifications 16-33 ("RFSQ 16-33"), with a term commencing on February 7, 2017 and continuing for a period of three (3) years, with two (2) additional two (2) year periods, subject to review and approval by the City Manager; and

WHEREAS, on the 4th day of February 2020, the Parties utilized the first, two (2) year renewal option, renewing the term for a period commencing on February 8, 2020 and continuing until February 7, 2022, via the City's Renewal Form ("Renewal No. 1"), as the term contained a scrivener's error, Renewal No.1's term corrected, is commencing on February 7, 2020 and continuing until February 6, 2022; and

WHEREAS, the Parties desire to utilize the second, two (2) year renewal option, extending the Contract notwithstanding the date of execution, to commence on February 7, 2022 and continue until February 6, 2024; and

WHEREAS, the Parties desire to amend the hourly rate compensation as set forth in Exhibit "1" of the Contract; and

WHEREAS, the Port Orange City Council has determined that the execution of this 2022 Amendment and Renewal is beneficial to the citizens of the City of Port Orange.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. Term: The term of the Contract, as amended, is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on February 7, 2022 and continue until February 6, 2024 unless otherwise terminated.
3. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annual term of this Contract. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
4. Contract Construction. This 2022 Amendment and Renewal 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 2022 Amendment and Renewal shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until both Parties have signed this 2022 Amendment and Renewal.

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

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2022 Amendment and Renewal on the day and year stated hereinafter.

Witnesses:

CPH, Inc.

Printed Name: _____

By: _____

David A. Gierach, 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, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by David A. Gierach, as President of CPH, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

Attest:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “1”

Contractor's Quote

Consisting of 1 Page

Rates & Reimbursables

CPH STANDARD RATES	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$140
Senior Architectural Manager	\$130
Architectural Manager	\$125
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural CADD Technician	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH STANDARD RATES	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

USB/Thumb Drive \$15.00 Each Copies (B&W) 8.5 x 11 \$0.05 Each 8.5 x 14 \$0.10 Each 11 x 17 \$0.20 Each Copies (Color) 8.5 x 11 \$0.25 Each 8.5 x 14 \$0.30 Each 11 x 17 \$0.35 Each Mylars 24 x 36 \$9.00 Each 32 x 42 \$13.00 Each	Plots (B&W) 11 X 17 \$ 0.21 Each 12 X 18 \$ 0.24 Each 15 X 21 \$ 0.35 Each 34 X 22 \$ 0.83 Each 24 X 36 \$ 0.96 Each 30 X 42 \$ 1.42 Each 36 X 48 \$ 1.92 Each Plots (Color/Bond) 24 x 36 \$24.00 Each 30 x 42 \$35.00 Each 36 x 48 \$48.00 Each	Mileage Phone Postage Outside Reimbursables	At Current IRS Rates At Cost At Cost At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: October 9, 2019





CITY OF PORT ORANGE PROFESSIONAL SURVEY SERVICES CONTRACT

This Professional Survey Services Contract ("Contract") is entered into this 7 day of Feb., 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CPH, Inc.** ("Contractor"), a Florida corporation whose principal address is 500 West Fulton Street, Sanford, Florida 32771-1220. The City and Contractor are collectively referred to herein as the "Parties."

1. Provision of Services

- (a) The Contractor hereby agrees to provide the City of Port Orange with professional surveying services that meet the minimum technical standards as set forth by Florida Administrative Code Rule 5J-17.050 regulated and adopted by Florida Statutes 472.027. The Contractor shall further provide and/or perform these professional surveying services for a variety of projects being administered by various City departments. Services may include but not necessarily be limited to: capital improvement projects, projects to improve, expand or modify existing public facilities; property acquisition; and easements. The Contractor shall provide and/or perform the professional surveying services required for each assigned project. In addition to any hard copies, all survey work shall also be submitted in digital format to include both AutoCAD and PDF files. A copy of the files and drawings shall be provided to the City's Project Manager. The Contractor shall provide personnel, equipment, materials and transportation needed to perform all the assigned surveying services in an effective and timely manner, and as more specifically described in Request for Statement of Qualifications ("RFSQ") No. 16-33, and SouthEastern Surveying and Mapping Corporation Proposal dated December 19, 2016 attached hereto as Exhibit "1." Complete copies of RFSQ No. 16-33 and CPH, Inc. Submittal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129.

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

Term: The initial term of this Contract shall commence upon the last date the Contract is signed by the Parties and shall continue for a period of three (3) years (the "Initial Term").

Renewals: Upon mutual written agreement of the Parties, this Contract may be renewed for two (2) additional two (2) year periods. Renewal(s) shall be subject to review and approval by the City Manager.

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

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

Authorization of Services: This Contract standing alone does not authorize the purchase of any work or services to be provided by the Contractor, or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of written Purchase Order(s) or written Task Authorization(s) issued and executed by the City. A sample Task Authorization is attached hereto as Exhibit "2." 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. Contractor agrees that all pricing shall remain valid during the Term(s) of this Contract.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," pursuant to periodic Quotes and Purchase Order(s) in an amount subject to a limit up to but not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and Task Authorization(s) for amounts that exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) per annual term of this Contract. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Contractor plus 10%. This Contract does not include retainer fees, nor is there a minimum fee guaranteed during the Contract term(s). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year(s) approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Department Head requesting service shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

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

5. Termination for Convenience of the City

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

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

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

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

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

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

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

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 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. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

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

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved

in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

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

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

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

10. Termination for Non-Appropriation of Funds

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

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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation

may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

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

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

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

13. Modifications or Changes to this Contract

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

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

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

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

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

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

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

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

17. **Inspection**

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots

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

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

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

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

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

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

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

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

21. 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.

22. 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.**

23. 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.

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

25. 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: Department Head Requesting Service 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5500
Contractor:	CPH, Inc. Attention: David A. Gierach, President 500 West Fulton Street Sanford, Florida 32771 (407) 322-6841 – Telephone (407) 330-0639 – Facsimile phunt@cphcorp.com

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

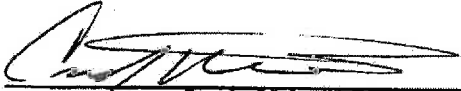
26. Contract Construction

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.

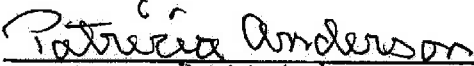
27. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

Remainder of document intentionally left blank

Witnesses:



Printed Name: Cindy Valentin



Printed Name: Patricia Anderson

CPH, Inc.

By: 

David A. Gierach, 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: 1/27/17

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 27 day of January, 2017, by David A. Gierach, as President of CPH, Inc., a Florida corporation, and who:

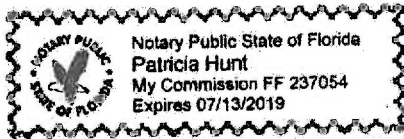
[Notary: Please select one]



is personally known to me; or



has produced _____ as identification.





Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Frances Gasnell
Printed Name: Frances Gasnell

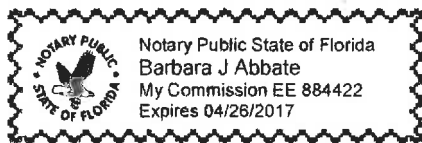
By: Donald O. Burnette
Donald O. Burnette, Mayor

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Date: 2/7/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Feb., 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Witnesses:

Frances Gasnell
Printed Name: Frances Gasnell

Barbara J. Abbate
Printed Name: Barbara J. Abbate

Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

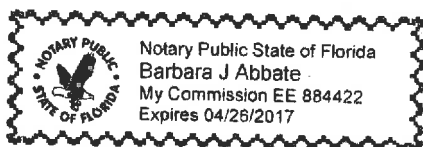
ATTEST:

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

Date: 2/7/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 7 day of Feb., 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Rates & Reimbursables

Category	Rate
Principal	\$160
Senior Project Manager	\$150
Project Manager	\$140
Professional Engineer	\$130
Senior Project Engineer	\$125
Project Engineer	\$115
Project Designer	\$110
Principal Traffic Engineer	\$160
Senior Traffic Engineer	\$135
Traffic Engineer	\$115
Traffic Analyst	\$105
Principal Environmental Scientist	\$160
Senior Environmental Scientist	\$125
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$160
Senior Planner	\$130
Planner	\$100
Principal Architect	\$160
Senior Architect	\$140
Senior Architectural Manager	\$130
Architect	\$125
Senior Architectural Designer	\$120
Architectural Designer	\$105
Architectural Coordinator	\$85
Principal Structural Engineer	\$160
Senior Structural Engineer	\$140
Structural Engineer	\$115
Principal MEP Engineer	\$160
Senior MEP Project Engineer	\$140
MEP Project Engineer	\$115
MEP Project Designer	\$110
MEP Design Technician	\$95

Category	Rate
Principal Landscape Architect	\$160
Senior Landscape Architect	\$125
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Design Technician	\$105
Design Technician	\$95
Senior CADD Technician	\$85
CADD Technician	\$75
Administrative	\$75
Clerical II	\$60
Clerical I	\$40
Senior Graphic Designer	\$125
Graphic Designer	\$75
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$100
Construction Field Personnel I	\$80
Principal Surveyor	\$160
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$100
Field Crew Coordinator	\$95
Survey Party Chief	\$75
Survey Instrument Man	\$65
Surveying Sr CADD Tech	\$90
Surveying CADD Tech	\$75
Survey Crew (2 Man)	\$135
Survey Crew (Construction Staking - 2 Man)	\$160
Survey Crew (3 Man)	\$155
GPS (1 Man) / Robotics	\$130
GPS (2 Man)	\$165
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

Copies (B&W)	
8.5 x 11	\$0.05 Each
8.5 x 14	\$0.10 Each
11 x 17	\$0.20 Each

Copies (Color)	
8.5 x 11	\$0.25 Each
8.5 x 14	\$0.30 Each
11 x 17	\$0.35 Each

MyIars	
24 x 36	\$9.00 Each
32 x 42	\$13.00 Each

Plots (B&W)	
11 X 17	\$ 0.21 Each
12 X 18	\$ 0.24 Each
15 X 21	\$ 0.35 Each
34 X 22	\$ 0.83 Each
24 X 36	\$ 0.96 Each
30 X 42	\$ 1.42 Each
36 X 48	\$ 1.92 Each

Plots (Color/Bond)	
24 x 36	\$24.00 Each
30 x 42	\$35.00 Each
36 x 48	\$48.00 Each

Mileage	At Current IRS Rates
Phone	At Cost
Postage	At Cost
Outside Reimbursables	At Cost

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment.
Updated: May 25, 2016

cph

EXHIBIT “2”
(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____
Professional Survey Services Contract dated _____
Between the City of Port Orange, Florida and CPH, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CPH, Inc.**, a Florida corporation with its principal place of business at 500 West Fulton Street, Sanford, Florida 32771-1220 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Professional Survey Services Contract dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

CPH, Inc.

Printed Name: _____

By: _____
David A. Gierach, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

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

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA 5750]



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. 5750

☐ Piggyback Agreement CA No. _____

☐ Purchase Order No. _____

Term From: February 8, 2020

To: February 7, 2022

Attached:

☐ Updated Bond

☒ Insurance Certificate/City as additional insured

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

Verify your records by providing the following information:

Name of Company / Organization: CPH, Inc.

Name of Contact Person: David A. Gierach, President

Mailing Address: 500 West Fulton Street, Sanford, FL 32771

Email Contact Address: phunt@cphcorp.com

Phone: 407-322-6841

Fax: 407-330-0639

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: David A. Gierach


Signature

Date: 1/14/2020

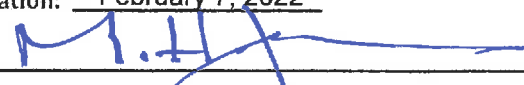
For City Use Only:

Department completes the following:

X Renewal Accepted ☐ Bond attached

X Insurance attached **OR** ☐ Insurance waived per Agreement

Agreement Expiration: February 7, 2022

City Manager: 

Date: 2.4.2020

Please return to the City of Port Orange as follows:

Department: Community Development Telephone: (386) 506-9340

Contact: Margaret Tomlinson Fax: (386) 506-5699

Email: mtomlinson@port-orange.org

Completed Form Must Be Returned to the City Clerk for Recordation



CPHINC0-01

KMCINTOSH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117		FAX (A/C, No): (321) 445-1076
	E-MAIL ADDRESS: certs@jcj-insurance.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : RLI Insurance Company		13056
	INSURER B :		
	INSURER C :		
INSURED CPH, Inc 500 West Fulton Street Sanford, FL 32771	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		CKB0200150	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		PSA0003057	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	X		CKB0200150	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PSW0002907	1/1/2022	1/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			RDP0042906	4/1/2021	4/1/2022	Per Claim \$ 5,000,000
A				RDP0042906	4/1/2021	4/1/2022	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insureds with regards to General, Auto and Umbrella Liability when required by written contract. A Waiver of Subrogation for Workers Compensation applies when required by written contract.
 R.F.S.Q. # 10-06 Continuing Professional Engineering Services for Site Development
 Ref: RFSQ #13-19 Design and Permitting Spruce Creek Rd. Sidewalk South McDonald Road Sidewalk Victoria Gardens Blvd Sidewalk and Spruce Creek Road Sidewalks (North of Nova Rd.)
 P9210.1 - Port Orange Recipient Site Management
 CA 5750 for Professional Surveying Services

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange 1000 City Center Circle Port Orange, FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Surveying Contracts - 2022 Man Hour Rate Comparison

Position	CPH *	Sliger *	Southeastern
Principal	\$ 190.00	\$ 145.00	\$ 130.00
Project Manager	\$ 160.00	\$ 125.00	\$ 130.00
CADD Technician	\$ 75.00	\$ 75.00	\$ 86.00
Senior CAD Technician	\$ 105.00	\$ 100.00	\$ 97.00
Principal Surveyor	\$ 170.00	\$ 145.00	\$ 130.00
Survey Crew (2 Man)	\$ 155.00	\$ 145.00	\$ 130.00

* Updated rates



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C11f) Approval of Extension and Amendment No. 2 to Mead & Hunt for a rate increase for Professional Engineering Services (CA5670)

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Extension and Amendment No. 2 to extend the contract (CA5670) with Mead Hunt for multi-department, Professional Engineering services for a two-year term at the unit prices set forth in the rates and fee schedule attached as Exhibit A.

SUMMARY: On December 27, 2016, the City entered into a contract (CA5670) with Mead & Hunt for multi-department, Professional Engineering services. This contract has been utilized for Capital Improvement Projects and small project design needed by Community Development and other City departments and for design review when staff levels are not able to meet the demands of the development review workload. The initial term of the contract was December 27, 2016, to December 27, 2019, with the option to renew for two, two-year terms upon agreement of both parties.

One (1), two-year renewal has been approved to date with the current contract expiring on December 26, 2021. Mead & Hunt would like to exercise their right to increase their rates concurrent with the contract renewal to extend the agreement for the second two-year term effective December 27, 2021, to December 26, 2023. The increased rates are shown in Exhibit A and have been reviewed by City departments. The increased standard billing rates are a 7% increase from Mead Hunt 2021 rates.

Staff finds Mead & Hunt's new rates to be competitive with the other (4) firms (Dredging & Marine Consultants, LLC., Kimley-Horn and Associates, Inc., Traffic Engineering Data Solutions, Inc., and Zev Cohen & Associates, Inc.) currently on continuing contracts for Professional Engineering services with the City and within industry standards.

Project No.: N/A

Funding Account No.: N/A

Presenter: Margaret Tomlinson

ATTACHMENTS:

1.	Mead and Hunt, Inc. Amendment No.	Mead and Hunt, Inc. Amendment No. 2.pdf
----	-----------------------------------	---

	2	
2.	CA5670 2019-2021 Mead Hunt Amendment 1	CA5670 2019-2021 Mead Hunt Amendment 1.pdf
3.	QLH Mead Hunt Master Contract	Continuing Contract Renewal - QLH Mead Hunt.pdf
4.	Mead Hunt COI - City of Port Orange	Mead Hunt COI - City of Port Orange.pdf

Margaret Tomlinson	Created/Initiated - 12/29/2021
Tim Burman	Approved - 12/29/2021
Jill Poolman	Approved - 1/3/2022
Linda Truitt	Approved - 1/3/2022
Robin Hayes	Approved - 1/3/2022
Shannon Balmer	Approved - 1/4/2022
Wayne Clark	Approved - 1/4/2022
Robin Fenwick	Final Approval - 1/5/2022

AMENDMENT AND RENEWAL NO. 2
To Master Contract for Engineering Services dated December 27, 2016
Mead and Hunt, Inc. pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS AMENDMENT AND RENEWAL NO. 2 TO MASTER CONTRACT ("2022 Amendment and Renewal") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON ASSOCIATES, INC.** a Wisconsin corporation registered to transact business in the State of Florida, with its principal place of business at 2440 Deming Way, Middleton, WI 53562 (the "Engineer"). The City and the Engineer are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Master Contract for Engineering Services ("Contract") on December 27, 2016, pursuant to Request for Qualifications 16-32 ("RFSQ 16-32"), with a term commencing on December 27, 2016 and continuing for a period of three (3) years or until either Party provides the other written notice of its intent to terminate as provided in the Contract, renewals available upon written agreement of the Parties and appropriation by City Council for up to two (2) additional two (2) year terms, and provides for authorization of services to be completed by written Task Authorizations; and

WHEREAS, on the 4th day of February, 2020, the Parties utilized the first, two (2) year renewal option, extending the Contract notwithstanding the date of execution, to commence on December 27, 2019 and continue until December 26, 2021, unless otherwise terminated, Amended the hourly rate compensation as set forth in Exhibit "2" of the Contracts, and provided City Manager authorization to renew the Master Contract for all remaining renewals; and

WHEREAS, the Parties desire to utilize the second, two (2) year renewal option, extending the Contract notwithstanding the date of execution, to commence on December 27, 2021 and continue until December 26, 2023, unless otherwise terminated; and

WHEREAS, the Parties desire to amend the hourly rate compensation as set forth in Exhibit "2" of the Contract; and

WHEREAS, the Port Orange City Council has determined that the execution of this 2022 Amendment and Renewal is beneficial to the citizens of the City of Port Orange.

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

1. The foregoing recitals are true and correct and incorporated herein.
2. The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on December 27, 2021 and continue until December 26, 2023, unless otherwise terminated.
3. City Obligations. The City Obligations of this Contract is hereby amended. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto and made a part hereof. Rates may be adjusted on the anniversary of the effective date of this 2022 Amendment and Renewal, upon mutual agreement of the Parties with 120 days advanced notice to the City. The City's obligation to pay Engineer under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump

sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus fifteen (15%) percent. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Construction. This 2022 Amendment and Renewal 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 2022 Amendment and Renewal shall be deemed valid as if an original signature was delivered. No contract shall be formed between Engineer and the City until both Parties have signed this Amendment.

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

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2022 Amendment and Renewal on the day and year stated hereinafter.

Witnesses:

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

Printed Name: _____

By: _____

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by _____, as _____ of _____, a Wisconsin corporation. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

Attest:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT “2”

Engineer's Quote

Consisting of 1 Page

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
Effective January 1, 2022

Standard Billing Rates

Clerical	\$78.00 / hour
Technical Editor	\$117.00 / hour
Technician I, Technical Writer, Administrative Assistant	\$96.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$133.00 / hour
Technician IV	\$149.00 / hour
Senior Technician	\$163.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$130.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$148.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$160.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$167.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$177.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$191.00 / hour
Senior Associates	\$210.00 / hour
Principal/Senior Client Manager	\$249.00 / hour

Expenses

Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, postage, permit application fees, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out of Volusia County. Invoicing is on a monthly basis for work performed.

~~This schedule of billing rates is effective January 1, 2022, and will remain in effect until December 31, 2022,--
unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect--
such increases. This schedule is subject to annual increases.--~~

EXTENSION AND AMENDMENT NO. 1
To Master Contract for Engineering Services dated December 27, 2016
Mead and Hunt, Inc. pursuant to merger with Quentin L. Hampton Associates, Inc.

THIS EXTENSION AND AMENDMENT NO. 1 TO MASTER CONTRACT ("Extension and Amendment") is made and entered into the day and year set forth hereinafter by and between the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and MEAD AND HUNT, INC. PURSUANT TO MERGER WITH QUENTIN L. HAMPTON ASSOCIATES, Inc. a Wisconsin corporation registered to transact business in the State of Florida, with its principal place of business at 2440 Deming Way, Middleton, WI 53562 (the "Consultant"). The City and the Consultant are hereinafter collectively referred to as the "Parties."

WHEREAS, the Parties entered into a Master Contract for Engineering Services ("Contract") on December 27, 2016, pursuant to Request for Qualifications 16-32 ("RFSQ 16-32"), with a term commencing on December 27, 2016 and continuing for a period of three (3) years or until either Party provides the other written notice of its intent to terminate as provided in the Contract, renewals available upon written agreement of the Parties and appropriation by City Council for up to two (2) additional two (2) year terms, and provides for authorization of services to be completed by written Task Authorizations; and

WHEREAS, the Parties desire to utilize the first two (2) year renewal option, extending the Contract notwithstanding the date of execution, to commence on December 27, 2019 and continue until December 26, 2021, unless otherwise terminated; and

WHEREAS, the Parties desire to amend the hourly rate compensation as set forth in Exhibit "2" of the Contract, and to provide the City Manager authorization to renew the Master Contract for all remaining renewals; and

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

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

1. The foregoing recitals are true and correct and incorporated herein.
2. The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract renewal shall commence on December 27, 2019 and continue until December 26, 2021 unless otherwise terminated.
3. Renewals: The Renewals of this Contract is hereby amended. The City Manager shall have authorization to renew all remaining renewals of Contract.
4. City Obligations. The City Obligations of this Contract is hereby amended. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. Rates may be adjusted on the anniversary of the effective date of this Extension and Amendment, upon mutual agreement of the Parties with 120 days advanced notice to the City. The City's obligation to pay Engineer under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to

the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

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

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

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

Witnesses:

Bernadette Fox
Printed Name: Bernadette Fox

Cassandra Cissell
Printed Name: Cassandra Cissell

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

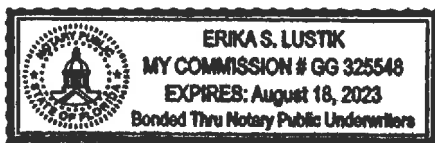
By: Brad Blais, P.E.
Printed Name: Brad Blais, P.E.

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, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 1/29/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of January, 2020, by Brad Blais, as Vice President of Mead + Hunt, Inc., a Wisconsin corporation. He or she is ☒ personally known or ☐ produced as identification.



Erika S. Lustik
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Shelly Field
Printed Name: Shelly Field

CITY OF PORT ORANGE

By:

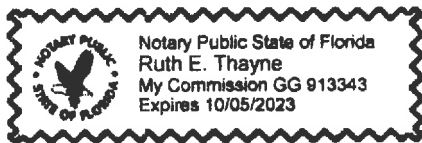
Donald O. Burnette
Donald O. Burnette, Mayor

Date:

2/4/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 4th day of February, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is X personally known or produced as identification.



Ruth E. Thayne
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

RUTH E. THAYNE

Witnesses:

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Shelly Field
Printed Name: Shelly Field

Attest:

By:

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

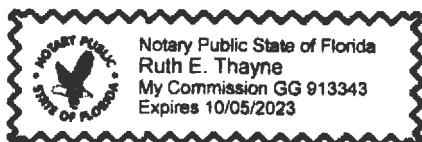
Date:

2/4/2020



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of X physical presence or online notarization, this 4th day of February, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is X personally known or produced as identification.



Ruth E. Thayne
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

RUTH E. THAYNE

EXHIBIT 2

MEAD & HUNT, Inc.
Municipal Billing Rate Schedule
City of Port Orange
Professional Consulting Services for Civil Engineering,
Traffic Engineering & Transportation Planning, Landscape Architecture,
Environmental & Planning Services (#16-32)

Standard Billing Rates

Clerical	\$73.00 / hour
Registered Land Surveyor	\$137.00 / hour
Technical Editor, Biologist	\$109.00 / hour
Technician I, Technical Writer, Administrative Assistant	\$89.00 / hour
Technician II, Surveyor - Instrument Person	\$109.00 / hour
Technician III	\$124.00 / hour
Technician IV	\$140.00 / hour
Senior Technician	\$152.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer I, Planner I	\$120.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer II, Planner II	\$138.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer III, Planner III	\$149.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$156.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$165.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$179.00 / hour
Senior Associates, Principal	\$196.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
<i>Charges for other equipment may appear in a proposal</i>	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	IRS rate / mile
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed.

This schedule of billing rates will remain in effect until December 31, 2020, subject to the terms and conditions in the Agreement. This schedule is subject to annual adjustments.



CITY OF PORT ORANGE MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 27th day of December, 2016, by and between the CITY OF PORT ORANGE, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and QUENTIN L. HAMPTON ASSOCIATES, INC., a Florida corporation whose principal address is 4401 Eastport Parkway, Port Orange, Florida 32127 ("Engineer"). (The City and Engineer are collectively referred to herein as the "Parties.")

The City and the Engineer for Ten Dollars (\$10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. Provision of Services

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

- (i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to the following:
 - (1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
 - (2) Studies and planning for construction projects, including drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;
 - (3) Engineering services required to construct a variety of projects and related site work; preparation of design and construction documents – plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; provide required documents and services to obtain all construction permits; assist the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;
 - (4) Preparation of presentation boards and digital graphic photo realistic renderings;
 - (5) Oral presentations and PowerPoint audio visual presentations; and
 - (6) Leading project meetings and preparing and distributing meeting minutes

in accordance with Request for Statement of Qualifications #16-32 and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, Conduct traffic counts and creation and review of roadway classification and Level of Service (LOS) capacity reports.

Plans will be drawn in AutoCAD format unless otherwise directed.

All documents resulting from any project performed hereunder shall become the sole property of the City.

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

Term: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate as provided in this Contract.

Renewals: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms.

Manner and Place: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. 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. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein.

3. City Obligations. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through

218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. Statement of Engineering Services. The Engineer shall:

- (a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this contract:
 - (i) Site Visits/Special Permits. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with

such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

- (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
- (iv) Original Drawings - Final Plans. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
- (v) Revision of Final Drawings and Specifications. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.
- (vi) Bidding The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Engineer. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's

risk. Any such verification or adaption will entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. Expert Witness. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. Modifications to Scope of Work/Change Orders

(a) Change Orders. The Contract Administrator, upon written approval 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 one or more of the following: the services to be performed, the contract price 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 Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall receive an equitable adjustment and the contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in an amendment to this Contract. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

(2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11 (a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. Examination of Records

(a) The Engineer 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 Engineer involving transactions related to this Contract.

(b) The Engineer 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 Engineer 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.

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

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

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure

requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

ENGINEER QUESTIONS RELATING TO ENGINEER'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.

14. Termination for Non-Appropriation of Funds. 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 Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. 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.

15. Insurance

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval. Approval by the City of any policy of insurance shall not, however, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) 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. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer 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 Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

Required Insurance	Insurance	Standards	Comments
☒	Workers' Compensation <u>Additional Coverage:</u>	<u>Limits:</u> Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability) <u>Additional Coverage:</u>	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Engineer 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 Body Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage.
☒	Professional Liability (Errors & Omissions) <u>Additional Coverage:</u>	<u>Limits:</u> Coverage- \$1,000,000 minimum	

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

17. Liability for Loss or Damage. Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, 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 Engineer, its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. Non-discrimination. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer 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 Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer 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. Engineer 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.

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

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

21. 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.

22. 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.**

23. Additional Provisions. This Contract includes all additional provisions as may have been outlined in Request for Statement of Qualifications #16-32 and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

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

25. 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: *(Department Head Requesting Service)*
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Engineer: Quentin Hampton Associates, Inc.
Attention: Brad T. Blais, President
4401 Eastport Parkway
Port Orange, Florida 32127
(386) 761-6810 – Telephone
(386) 761-3977 – Business Fax
bblais@qlha.com

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

26. 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 Engineer and the City until the City signs this Agreement.

27. 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:

Bernadette Fox
Printed Name: Bernadette Fox

Karen Gimbel
Printed Name: Karen Gimbel

QUENTIN L. HAMPTON ASSOCIATES, INC.

By: [Signature]
Brad T. Blais, 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.

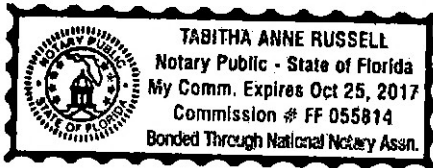
Date: 12/27/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 27th day of December, 2016, Brad T. Blais, as President of Quentin L. Hampton Associates, Inc., a Florida corporation, and who:

(Notar): Please select one)

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



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

Witnesses:

CITY OF PORT ORANGE

Sandra A. Largent
Printed Name: Sandra A. Largent

By: Allen Green
Allen Green, Mayor

Margaret T. Roberts
Printed Name: Margaret T. Roberts

Date: November 30, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of November, 2016, by Allen Green, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Margaret T. Roberts
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate

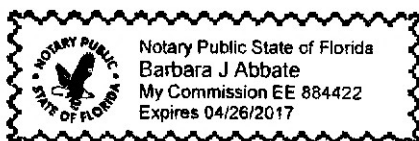
By: Robin L. Fenwick
Robin L. Fenwick, CMC, City Clerk

Frances Gasnell
Printed Name: Frances Gasnell

Date: 11/30/16

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 30 day of Nov., 2016, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.



Barbara J. Abbate
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

[CA 5670]

EXHIBIT “1”

(Consisting of 3 pages)

TASK AUTHORIZATION NO. ____

Standard Contract for Services dated _____

Between the City of Port Orange, Florida and Quentin L. Hampton Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **QUENTIN L. HAMPTON ASSOCIATES, INC.**, a Florida corporation with its principal place of business at 4401 Eastport Parkway, Port Orange, Florida 32127 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A,"
3. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.
4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "____" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed \$_____. 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.
5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. ____.
6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

QUENTIN L. HAMPTON ASSOCIATES, INC.

Printed Name: _____

By: _____

Brad T. Blais, President

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

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses: ATTEST:

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

Printed Name: _____ Date: _____

[CA 5670]

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised October 2016)

<u>Position</u>	<u>Rate</u>
Expert Witness	\$250
Principal	\$175
Project Manager	\$175
Professional Engineer	\$140
Engineering Intern	\$100
Construction Services Supervisor	\$85
Production Supervisor	\$80
GIS Technician	\$75
CADD Technician	\$75
Grant/Funding Coordinator	\$70
Federal Grant Compliance Specialist	\$70
Construction Project Representative (Inspector)	\$65
Sr. Administrative Supervisor	\$60
Administration Support	\$55

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer	\$175
Project Administrator/Project Engineer	\$140
Assistant Project Administrator/Project Engineer	\$100
Senior Inspector/Senior Engineer	\$85
Utility Coordinator	\$85
Senior Inspection Building Structures	\$85
Resident Compliance Specialist	\$70
Inspector/Engineer Intern	\$65
Asphalt Plant Inspector	\$65
Public Information Officer	\$65
Building Inspector/Electrical	\$65
Contract Support Specialist	\$65
Associate Contract Support Specialist	\$55
Inspector's Aide	\$55
Secretary/Clerk Typist	\$55

Subsurface Utility Engineering (SUE) Services

Project Manager	\$140
Project Coordinator	\$70
Field Technician	\$65
Administrative Support	\$50
Vacuum Excavator	\$600/day
Ground Penetrating Radar (GPR)	\$150/day
Truck	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector.....	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies.....	Actual Cost
Travel	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 11:58 AM
To: Clark, Wayne
Cc: Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L Hampton Associates Master Contract for Engineering Services
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf

Importance: High

Good Morning. Please find attached for your review the Quentin L. Hampton Associates Master Contract for Engineering Services. The contract has a term commencing on the last date the contract is signed by the parties, and shall continue for a period of 3 years thereafter or until either party provides the other party written notice of its intent to terminate as provided in the contract. Upon written agreement of the parties and appropriation by the City Council, the contract may be renewed for up to 2 additional 2 year terms.

In return for services, the City reserves the right to utilize either lump sum or hourly rate compensation as set forth in Exhibit "2" of the contract. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then-current fiscal year.

Authorization of services will be by a written Task Authorization(s) issued by the City.

Please confirm that you approve this procedure.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

Office of the City Attorney | 1000 City Center Circle | Port Orange, Florida 32129

(386) 506-5531 - Direct | (386) 506-5525 - Main | (386) 506-5530 - Fax

slargent@port-orange.org | www.port-orange.org



Largent, Sandra

From: Largent, Sandra
Sent: Thursday, December 22, 2016 12:01 PM
To: Brad Blais
Cc: 'Bernadette Fox'; Clark, Wayne; Tomlinson, Margaret; Williams, Krista; Purchdiv; Roberts, Margaret
Subject: Quentin L. Hampton Associates Master Contract for Engineering Services with City of Port Orange
Attachments: Quentin L Hampton Associates Master Contract for Engineering Services.pdf
Importance: High

Good Morning. Attached is proposed Master Contract for Engineering Services between the City of Port Orange and Quentin L. Hampton Associates, Inc.

1. Please review the document carefully, and if satisfactory, have the document signed by the President of the corporation in front of two witnesses and a notary public. ***If the document 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.***
2. ~~Please return a signed copy of the document to me at slargent@port-orange.org~~, and return the original signed document to me at the address below.

Thank you for your professional courtesies.

Sandy Largent, ACP, FRP

NALA ADVANCED CERTIFIED PARALEGAL | FLORIDA REGISTERED PARALEGAL

CITY OF PORT ORANGE

Office of the City Attorney | 1000 City Center Circle | Port Orange, Florida 32129

(386) 506-5531 - Direct | (386) 506-5525 - Main | (386) 506-5530 - Fax

slargent@port-orange.org | www.port-orange.org





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy Associates/CSDZ,LLC 225 South Sixth Street STE 1900 Minneapolis MN 55402		CONTACT NAME: Allie Darling PHONE (A/C, No, Ext): 612-322-6041 E-MAIL ADDRESS: adarling@csdz.com FAX (A/C, No):															
INSURED Mead & Hunt, Inc. 2440 Deming Way Middleton, WI 53562		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER B : Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co. America</td> <td>25674</td> </tr> <tr> <td>INSURER D : XL Specialty Insurance</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : Charter Oak Fire Insurance Company	25615	INSURER C : Travelers Property Casualty Co. America	25674	INSURER D : XL Specialty Insurance	37885	INSURER E :		INSURER F :	
INSURER	NAIC #																
INSURER A : Travelers Indemnity Company	25658																
INSURER B : Charter Oak Fire Insurance Company	25615																
INSURER C : Travelers Property Casualty Co. America	25674																
INSURER D : XL Specialty Insurance	37885																
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 884263110

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont Liab Per ☒ Policy Form/XCU GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			6308S701301	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8108S688704	12/1/2021	12/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CUP8S887858	12/1/2021	12/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB8696243 UB8S698039 UB8S699509	12/1/2021 12/1/2021 12/1/2021	12/1/2022 12/1/2022 12/1/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Property Professional/Pollution Liability			6308S701301 DPR9984620	12/1/2021 10/25/2021	12/1/2022 10/25/2022	Bldg/BPP: \$12,825,012 Per Claim: \$5,000,000 Per Aggregate: \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Master Contract for Engineering Services. When required in written contract the certificate holder is listed as additional insured with respect to commercial general liability and commercial auto liability. Waiver of subrogation applies in favor of the additional insured with respect to workers compensation. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange 1000 City Center Circle Port Orange FL 32129	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

Duties Of An Additional Insured

As a condition of coverage provided to the additional insured:

- a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
 - i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

- 4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and

- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: **UB8696243**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.

POLICY NUMBER: UB8S699509

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER
INCLUDING:
WESTERN STOCK SHOW ASSOCIATION; 4655 HUMBOLDT ST; DENVER, CO
80216-2818

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED
PRIOR TO LOSS TO FURNISH THIS
WAIVER. INCLUDING: ONTARIO
INTERNATIONAL AIRPORT
AUTHORITY JOB DESCRIPTION:
1923 E. AVION A
INCLUDING:
ONTARIO INTERNATIONAL AIRPORT
AUTHORITY JOB DESCRIPTION:
1923 E. AVION AVENUE ONTARIO,
CA 91761

Job Description

ARCHITECTURAL SERVICES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

UMBRELLA

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
- 3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
- 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

- 1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
- 2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

- 1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
- 2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

- 1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

- 2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
- 3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and

- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or

- b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies;
- c. Any risk retention group;



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C12) Resolution No. 22-1 - Budget Appropriation - FY2020-2021 Carryover of Open Encumbrances and Project Budgets

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 22-1.

SUMMARY: Each year, budget appropriations lapse when the city's fiscal year ends on September 30. Certain capital projects and other purchases can not be completed during a fiscal year. The attached Resolution re-establishes appropriations for funding open purchase orders and projects that were not completed by the prior fiscal year-end. These carryover appropriations re-establish proper budget funding and budgetary alignment of projects. The operating funds will have the required equity balances after appropriations by this resolution.

Project No.: N/A

Funding Account No.: N/A

Presenter: Robin Hayes

ATTACHMENTS:

1.	Bud Reso 22-1 Encumbrance and Project Carryover - CC Mtg 01-18-2022	Bud Reso 22-1 Encumbrance and Project Carryover - CC Mtg 01-18-2022.pdf
2.	A. Bud Reso 22-1 Rollforward balances by Fund	A. Bud Reso 22-1 Rollforward balances by Fund.pdf
3.	B. Bud Reso 22-1 Rollforward detail by project and PO	B. Bud Reso 22-1 Rollforward detail by project and PO.pdf

Linda Truitt
Linda Truitt
Robin Hayes
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 1/3/2022
Approved - 1/3/2022
Approved - 1/4/2022
Approved - 1/4/2022
Approved - 1/6/2022
Final Approval - 1/6/2022

RESOLUTION NO. 22-1

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING FUNDS FOR PROJECT CARRY OVER AND OPEN ENCUMBRANCE CARRY OVER FUNDS FROM FISCAL YEAR 2021 TO FISCAL YEAR 2022 BUDGET; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange has certain projects initiated prior to the fiscal year commencing October 1, 2021, which remain incomplete and will carry over from the current fiscal year to the ensuing fiscal year; and

WHEREAS, the City Council desires to appropriate the necessary carry over funds for the continuation and completion of certain City operations and continuing projects and to set forth and appropriate certain revenues and expenses.

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

Section 1. The project carryover funds and funds encumbered with open Purchase Orders are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated projects for the fiscal year 2022 budget.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2021 through September 30, 2022.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be effected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures

specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

**FY22 BUDGET ADJUSTMENT
REVENUE FOR ENCUMBANCES & PROJECT ROLLOVER
ALL FUNDS SUMMARY**

Fund #	Amount	Revenue Account	Amount
001	922,699	380000 - Appropriated Fund Balance	922,699
109	1,319,858	380000 - Appropriated Fund Balance	1,319,858
110	470,170	330000 - Federal Grant Revenue	470,170
199	1,196,055	330000 - Federal Grant Revenue	1,196,055
301	2,235,535	380000 - Appropriated Fund Balance	2,235,535
311	369,833	380000 - Appropriated Fund Balance	369,833
312	440,630	380000 - Appropriated Fund Balance	440,630
317	5,026,536	380000 - Appropriated Fund Balance	5,026,536
401	4,536,693	380000 - Appropriated Fund Balance	4,536,693
403	10,642,463	380000 - Appropriated Fund Balance	10,642,463
405	5,036,988	380000 - Appropriated Fund Balance	5,036,988
412	4,714,865	380000 - Appropriated Fund Balance	4,714,865
420	69,356	380000 - Appropriated Fund Balance	69,356
450	20,781	380000 - Appropriated Fund Balance	20,781
501	35,883	380000 - Appropriated Fund Balance	35,883
504	702,336	380000 - Appropriated Fund Balance	702,336
505	1,333,207	380000 - Appropriated Fund Balance	1,333,207
506	216,774	380000 - Appropriated Fund Balance	216,774
611	1,917,823	380000 - Appropriated Fund Balance	1,917,823
TOTAL	<u>41,208,484</u>		<u>41,208,484</u>

FY2022
PREPARED:
FINANCE:

General Fund (#001)
January 4, 2022
Finance Staff

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	922,699
TOTAL REVENUES:	922,699
<u>EXPENDITURES:</u>	
Non Departmental	0
City Manager	121,339
Legal	41,664
City Clerk	15,755
Finance	26,626
Human Resources	0
Community Development	254,094
Fire Department	114,365
Police Department	16,349
Public Works	39,722
Parks Maintenance	265,929
Recreation	5,400
Recreation Facilities	1,212
Athletics	20,245
TOTAL EXPENDITURES:	922,699

FY2022 Building Special Revenue (#109)
PREPARED: January 4, 2022
FINANCE: Finance Staff

BUDGET
INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY 1,319,858

TOTAL REVENUES: 1,319,858

EXPENDITURES:

CD Building 1,310,834

TOTAL EXPENDITURES: 1,319,858

FY2022
PREPARED: CDBG Special Revenue (#110)
January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Federal Grants	470,170
TOTAL REVENUES:	470,170

EXPENDITURES:

CDBG Expense	470,170
TOTAL EXPENDITURES:	470,170

FY2022
PREPARED: Grants Revenue (199)
January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

Federal Grants	<u>1,196,055</u>
----------------	------------------

TOTAL REVENUES:	<u><u>1,196,055</u></u>
-----------------	-------------------------

EXPENDITURES:

Grant Expense	<u>1,196,055</u>
---------------	------------------

TOTAL EXPENDITURES:	<u><u>1,196,055</u></u>
---------------------	-------------------------

FY2022
PREPARED: Capital Projects Fund #(301)
January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>2,235,535</u>
---------------------	------------------

TOTAL REVENUES:	<u><u>2,235,535</u></u>
-----------------	-------------------------

EXPENDITURES:

Public Works	<u>2,235,535</u>
--------------	------------------

TOTAL EXPENDITURES:	<u><u>2,183,472</u></u>
---------------------	-------------------------

FY2022
PREPARED: Fire Impact Fee Fund (#311)
January 4, 2022
FINANCE: Finance Staff

BUDGET
INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY 369,833

TOTAL REVENUES: 369,833

EXPENDITURES:

Fire Services 369,833

TOTAL EXPENDITURES: 369,833

FY2022 Transportation Impact Fee Fund (#312)
PREPARED: January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>440,630</u>
---------------------	----------------

TOTAL REVENUES:	<u><u>440,630</u></u>
-----------------	-----------------------

EXPENDITURES:

Public Works	<u>440,630</u>
--------------	----------------

TOTAL EXPENDITURES:	<u><u>318,630</u></u>
---------------------	-----------------------

FY2022 **General Capital Projects Fund #(317)**
PREPARED: **January 4, 2022**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	5,026,536
TOTAL REVENUES:	5,026,536
<u>EXPENDITURES:</u>	
NON-DEPARTMENTAL	5,026,536
TOTAL EXPENDITURES:	5,026,536

Resolution No. 22-1

FY2022 **Water Sewer Operating Fund (#401)**
PREPARED: **January 4, 2022**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	4,536,693
TOTAL REVENUES:	4,536,693
<u>EXPENDITURES:</u>	
Customer Service	130,032
Water Production	754,374
Non-Departmental	278,757
Wastewater Treatment	1,395,262
Meter Shop	-
Water/Sewer Distribution	1,978,268
Administration	-
Warehouse	-
TOTAL EXPENDITURES:	4,536,693

COMPOSITE EXHIBIT A

Resolution No. 22-1

FY2022
PREPARED: WS R&R Fund (#403)
FINANCE: January 4, 2022
Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	10,642,463
---------------------	------------

TOTAL REVENUES:	10,642,463
-----------------	------------

EXPENDITURES:

Non-Departmental	10,642,463
------------------	------------

TOTAL EXPENDITURES:	10,642,463
---------------------	------------

FY2022 WS Impact Fund (#405)
PREPARED: January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>5,036,988</u>
---------------------	------------------

TOTAL REVENUES:	<u><u>5,036,988</u></u>
-----------------	-------------------------

EXPENDITURES:

Water and Sewer	<u>5,036,988</u>
-----------------	------------------

TOTAL EXPENDITURES:	<u><u>5,036,988</u></u>
---------------------	-------------------------

FY2022 Drainage Fund (#412)
PREPARED: January 4, 2022
FINANCE: Finance Staff

BUDGET
INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY 4,714,865

TOTAL REVENUES: 4,714,865

EXPENDITURES:

Drainage 4,714,865

TOTAL EXPENDITURES: 4,714,865

COMPOSITE EXHIBIT A

Resolution No. 22-1

FY2022 Forestry Fund (#420)
PREPARED: January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>69,356</u>
---------------------	---------------

TOTAL REVENUES:	<u><u>69,356</u></u>
-----------------	----------------------

EXPENDITURES:

Forestry	<u>69,356</u>
----------	---------------

TOTAL EXPENDITURES:	<u><u>69,356</u></u>
---------------------	----------------------

COMPOSITE EXHIBIT A

Resolution No. 22-1

FY2022 Golf Course Fund (#450)
PREPARED: January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>20,781</u>
---------------------	---------------

TOTAL REVENUES:	<u><u>20,781</u></u>
-----------------	----------------------

EXPENDITURES:

Non-Departmental	<u>20,781</u>
------------------	---------------

TOTAL EXPENDITURES:	<u><u>20,781</u></u>
---------------------	----------------------

Resolution No. 22-1

FY2022 **Information Technology Fund (#501)**
PREPARED: **January 4, 2022**
FINANCE: **Finance Staff**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
APPROPRIATED EQUITY	35,883
TOTAL REVENUES:	35,883
<u>EXPENDITURES:</u>	
Information Technology	35,883
TOTAL EXPENDITURES:	35,883

Resolution No. 22-1

FY2022 **Risk Management Fund (#504)**
PREPARED: **January 4, 2022**
FINANCE: **Finance Staff**

	BUDGET INCREASE(Decrease)
REVENUES:	
APPROPRIATED EQUITY	702,336
TOTAL REVENUES:	702,336
EXPENDITURES:	
Risk Management	702,336
TOTAL EXPENDITURES:	702,336

FY2022 Lease & Replacement Fund (#505)
PREPARED: January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>1,333,207</u>
---------------------	------------------

TOTAL REVENUES:	<u><u>1,333,207</u></u>
-----------------	-------------------------

EXPENDITURES:

Capital Expenditures	<u>1,333,207</u>
----------------------	------------------

TOTAL EXPENDITURES:	<u><u>1,333,207</u></u>
---------------------	-------------------------

COMPOSITE EXHIBIT A

Resolution No. 22-1

FY2022 Building Maintenance Fund (#506)
PREPARED: January 4, 2022
FINANCE: Finance Staff

BUDGET
INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY 216,774

TOTAL REVENUES: 216,774

EXPENDITURES:

Building Maintenance Dept 216,774

TOTAL EXPENDITURES: 216,774

FY2022 Recreation Impact Fund (#611)
PREPARED: January 4, 2022
FINANCE: Finance Staff

	BUDGET
	INCREASE(DECREASE)

REVENUES:

APPROPRIATED EQUITY	<u>1,917,823</u>
---------------------	------------------

TOTAL REVENUES:	<u><u>1,917,823</u></u>
-----------------	-------------------------

EXPENDITURES:

Recreation Dept.	<u>1,917,823</u>
------------------	------------------

TOTAL EXPENDITURES:	<u><u>1,917,823</u></u>
---------------------	-------------------------

Open Encumbrance and Project Balance Carryover Listing from FY21 to FY22							
ACCOUNT #	FY21-22	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	VENDOR #	PO'S ONLY - ALL	
Fund 001							
540000:Other Supplies and Expenses	395	AIO021	CM Youth Advisory Board				
990000:Budgetary Contingency	114,000	AIO036	CM Early Retirement Prog				
600000:Capital Outlay	6,944	ZMI003	CM City Television Sta				
City Manager Total:	121,339					-	
Legal Services	1,786			PO-001009 - Line 1	Allen, Norton & Blue, P	1,786	
Legal Services	20,000			PO-001009 - Line 2	Allen, Norton & Blue, P	20,000	
Legal Services	15,273			PO-001010 - Line 1	Lewis, Longman & Wal	15,273	
Equipment - Non-Capital	4,605			PO-001469 - Line 3	Konica Minolta Busines	4,605	
Legal Services Total:	41,664					41,664	
Other Contracted Services	5,464			PO-000754 - Line 1	Municipal Code Corpo	5,464	
Advertising	9,678			PO-000768 - Line 1	News Journal Corporat	9,678	
Printing and Binding	73			PO-001281 - Line 1	Konica Minolta Busines	73	
Miscellaneous Charges	541			PO-001338 - Line 1	Simplifile Lc	541	
City Clerk Total:	15,755					15,755	
Postage	15,000			PO-001518 - Line 1	Infosend	15,000	
540000:Other Supplies and Expenses	1,000	ZMI075	FN Fin Conf Room Rehab				
600000:Capital Outlay	5,001	ZMI075	FN Fin Conf Room Rehab				
540000:Other Supplies and Expenses	5,625	ZMI073	FN FinanceCertifctnProg				
Finance Total:	26,626					15,000	
Human Resources Total:	-					-	
Other Professional Services	8,738			PO-000723 - Line 1	Advanced Data Solutio	8,738	
Other Professional Services	13,106			PO-000723 - Line 1	Advanced Data Solutio	13,106	
Other Professional Services	3,500			PO-000739 - Line 1	Southeastern Surveyin	3,500	
Other Professional Services	235			PO-000836 - Line 1	Sliger & Associates, Inc	235	
Equipment Inspection	317			PO-001094 - Line 1	Konica Minolta Busines	317	
Equipment Inspection	317			PO-001094 - Line 1	Konica Minolta Busines	317	
Other Professional Services	10,600			PO-001331 - Line 1	Zev Cohen & Associat	10,600	
600000:Capital Outlay	110,000	two new trucks					
510000:Contractual Services	56,608	AIO200	CD Down Under Revitalization	000113			
540000:Other Supplies and Expenses	49,655	ZCV002	CM Historic Tree Mitigation	000481			
540000:Other Supplies and Expenses	1,018	ZCV002	CM Historic Tree Mitigation	000504			
Community Development Total:	254,094					36,813	
Employee Training	2,400			PO-000724 - Line 1	County Of Volusia	2,400	
Uniforms	3,415			PO-001390 - Line 1	Ten-8 Fire Equipment	3,415	
Uniforms	3,356			PO-001390 - Line 2	Ten-8 Fire Equipment	3,356	
Uniforms	1,138			PO-001509 - Line 1	Ten-8 Fire Equipment	1,138	
Uniforms	1,119			PO-001509 - Line 2	Ten-8 Fire Equipment	1,119	
Other Operating Supplies	4,659			PO-001543 - Line 3	Ten-8 Fire Equipment	4,659	
Uniforms	6,712			PO-001556 - Line 1	Ten-8 Fire Equipment	6,712	
Uniforms	7,969			PO-001556 - Line 2	Ten-8 Fire Equipment	7,969	
Equipment Maintenance	4,990			PO-001562 - Line 1	Ten-8 Fire Equipment	4,990	
600000:Capital Outlay	16,000	Lucas device					
510000:Contractual Services	1,800	FIR015	F FS73 Interior Renovatns				
510000:Contractual Services	21,000	FIR019	F Stress Tests for FF				
540000:Other Supplies and Expenses	27,783	FIR017	F Paramedics TrainingProg				
540000:Other Supplies and Expenses	1,292	FIR023	F PubRelProg DonatedFnds				
540000:Other Supplies and Expenses	3,119	FIR025	F Fire Insp Hrdwr & Sftwr				
600000:Capital Outlay	7,144	FIR024	F ConfinedSpaceTrainProps				
600000:Capital Outlay	469	FIR025	F Fire Insp Hrdwr & Sftwr				
Fire Rescue Total:	114,365					35,758	
Public Safety Range Operations	2,370			PO-000808 - Line 1	G&G Outdoors, LLC	2,370	
540000:Other Supplies and Expenses	13,979	ZMI200	LE Police Recruiting				
Police Total:	16,349					2,370	

Open Encumbrance and Project Balance Carryover Listing from FY21 to FY22						
ACCOUNT #	FY21-22	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	VENDOR #	PO'S ONLY - ALL
Traffic Signal Maintenance	22,007			PO-000975 - Line 1	County Of Volusia	22,007
Other Contracted Services	17,715			PO-001309 - Line 1	DRMP Inc.	17,715
Public Works Total:	39,722					39,722
Other Contracted Services	10,156			PO-001279 - Line 2	Lake Jem Farms	10,156
510000:Contractual Services	5,000	QPC200	R Coraci Park North			
540000:Other Supplies and Expenses	7,129	QPC046	R Veteran'sPrkBrick/TreeP			
600000:Capital Outlay	97,500	QIO201	P Re-sod and Renovations to Sports Fields			
600000:Capital Outlay	30,000	QIP202	P CHGC Roof Repair & Replacement			
600000:Capital Outlay	98,500	QPC067	R Fence,Dugout,Bkstp Rplc			
600000:Capital Outlay	17,644	QPC074	R Playground Replacements			
Parks Total:	265,929					10,156
540000:Other Supplies and Expenses	2,300	QPC059	R ParksFoundationCreation			
540000:Other Supplies and Expenses	500	QPC065	R Outdoor Public Art			
600000:Capital Outlay	2,600	ZMI077	IT Digital Signage			
Recreation Total:	5,400					
Uniforms	3,341			PO-001520 - Line 12	Cubco Inc.	3,341
600000:Capital Outlay	16,905	QPC087	ADA Ballfield Walkways			
Athletics Total:	20,246					3,341
530100:Non-Discretionary Maintenance	1,212	QPC020	R YMCA Repairs			
Recreation Facilities Total:	1,212					-
Fund 001 Total	922,700					200,578
Fund 109						
Other Professional Services	69,026			PO-000723 - Line 1	Advanced Data Solutio	69,026
Other Contracted Services	2,170			PO-001025 - Line 1	Universal Engineering	2,170
Other Contracted Services	10,905			PO-001025 - Line 2	Universal Engineering	10,905
Equipment Inspection	317			PO-001094 - Line 1	Konica Minolta Busines	317
Other Contracted Services	26,184			PO-001156 - Line 1	Dude Solutions Inc	26,184
Other Contracted Services	13,460			PO-001192 - Line 1	Dj Design, Inc.	13,460
Other Contracted Services	412			PO-001365 - Line 1	Daytona Employment	412
Other Contracted Services	91			PO-001366 - Line 1	Daytona Employment	91
510000:Contractual Services	50,000	ZMI065	CD City Hall Repurposing			
Capital Outlay	900,000	ZMI057	CD Digital Plan Review			
Capital Outlay	247,293	ZMI057	CD Digital Plan Review			
Building Special Rev Total:	1,319,858					122,565
Fund 110						
600000:Capital Outlay	10,995	DIP059	P Virginia/MonroeDrainlm			
600000:Capital Outlay	191,778	DIP059	P Virginia/MonroeDrainlm			
600000:Capital Outlay	87,925	DIP069	P HowesSt/OrangeAveStrmlm			
600000:Capital Outlay	179,472	IMI014	P Curb & Guardrail Rplcmn			
CDBG Total:	470,170					-
Fund 199						
Drainage - Capital	20			PO-000587 - Line 5	SanPik, Inc.	20
600000:Capital Outlay	80,000	AIO034	CD Riverwalk South Phase			
600000:Capital Outlay	152,863	XSG200	CD SUNTrail St. Johns River-to-Sea Loop			
600000:Capital Outlay	538,172	QPC082	R REC Ctr Remodel (Gym)			
600000:Capital Outlay	225,000	QPC082	R REC Ctr Remodel (Gym)			
600000:Capital Outlay	200,000	XLG201	R Airport Road Park Playground Replacement			
	1,196,055					20

Open Encumbrance and Project Balance Carryover Listing from FY21 to FY22							
ACCOUNT #	FY21-22	PROJECT #	PROJECT DESC/VENDOR NAME	PO #		VENDOR #	PO'S ONLY - ALL
Fund 301							
530000:Maintenance and Repairs	17,822	IMI003	P Emergency Traffic Control Sys				
510000:Contractual Services	16,644	OMI001	P Oak St RR Crossing				
510000:Contractual Services	7,757	OMI002	P Charles St RR Crossing				
600000:Capital Outlay	2,000	PNC016	CD EB HerbSt Left TL Nova				
600000:Capital Outlay	2,000	PNC017	CD MadelineAve Med/TurnLn				
600000:Capital Outlay	590	PNC020	CD Dunlawton Ave Existing LT Lanes Extensions				
600000:Capital Outlay	2,000	PNC022	CD NB Clyde Morris Blvd. RT Lane at Madeline Ave.				
600000:Capital Outlay	1,834	PNC023	CD SB Clyde Morris Blvd. RT Lane at Willow Run Blvd.				
600000:Capital Outlay	2,000	PNC024	CD SB Clyde Morris Blvd. RT Lane at Madeline Ave.				
600000:Capital Outlay	2,000	PNC025	CD Spruce Creek Elem. School EB Taylor Rd. RT Ln. & Ped. Imp.				
600000:Capital Outlay	8,500	IMI011	CD Dunlwnn WB R TurnLane				
600000:Capital Outlay	15,000	IMI011	CD Dunlwnn WB R TurnLane				
600000:Capital Outlay	2,166	IMI200	CD APS & Sidewalk Gaps (Dunlawton & Nova Corridors)				
600000:Capital Outlay	2,000	IMI200	CD APS & Sidewalk Gaps (Dunlawton & Nova Corridors)				
600000:Capital Outlay	9,000	PNC018	CD EB Dunl RT Lane ClydeM				
510000:Contractual Services	2,554	IMI006	P Guardrail Repairs				
540000:Other Supplies and Expenses	5,000	IMI001	P Signage				
540000:Other Supplies and Expenses	60,537	IMI001	P Signage				
540000:Other Supplies and Expenses	50,159	IMI002	P Street Striping				
540000:Other Supplies and Expenses	147,183	IMI006	P Guardrail Repairs				
600000:Capital Outlay	474,000	IMI014	P Curb & Guardrail Rplcmn				
600000:Capital Outlay	530,861	OMI007	P Sidewalk Maintenance				
600000:Capital Outlay	50,000	OMI200	P City Center Sidewalk Repair/Replacement				
600000:Capital Outlay	725,000	PNC007	P Yorktowne MDL Section				
600000:Capital Outlay	8,000	PNC018	CD EB Dunl RT Lane ClydeM				
600000:Capital Outlay	90,927	POL201	P FY'21 Paving Program				
Capital Projects Total:	2,235,535						-
Fund 311							
600000:Capital Outlay	11,680	FIR027	F Training Facility/Tower				
600000:Capital Outlay	358,153	FIR027	F Training Facility/Tower				
Fire Impact Fee Total:	369,833						-
Fund 312							
600000:Capital Outlay	2,000	OMI037	CD TylrRd/ClydeM Intrscr				
600000:Capital Outlay	52,000	PNC015	CD Yorktowne N. Segment				
600000:Capital Outlay	70,000	PNC019	CD SB RT Ln YorktowneBlvd				
600000:Capital Outlay	13,000	OMI023	P Willow Run Sidewalk				
600000:Capital Outlay	23,000	OMI036	CD Sidewalk Gap Project				
600000:Capital Outlay	2,000	PNC200	CD YORKTOWNE & DUNLAWTON TURN LANES				
600000:Capital Outlay	2,000	PNC201	CD Madeline Ave Widening - CM to Nova				
600000:Capital Outlay	4,350	OMI023	P Willow Run Sidewalk				
600000:Capital Outlay	23,000	OMI032	CD MadelineAve E Sidewalk				
600000:Capital Outlay	9,000	OMI036	CD Sidewalk Gap Project				
600000:Capital Outlay	238,280	PNC007	P Yorktowne MDL Section				
510000:Contractual Services	2,000	OMI037	CD TylrRd/ClydeM Intrscr				
Trans Impact Fee Total:	440,630						-

Open Encumbrance and Project Balance Carryover Listing from FY21 to FY22							
ACCOUNT #	FY21-22	PROJECT #	PROJECT DESC/VENDOR NAME	PO #		VENDOR #	PO'S ONLY - ALL
Fund 317							
600000:Capital Outlay	34,655	CNE200	P PW Workshop/Maintenance Building				
600000:Capital Outlay	50,000	OIO201	P Police Dept. Impound Yard				
600000:Capital Outlay	20,000	ORE200	P City Center Bridge Tunnel Replacement				
600000:Capital Outlay	70,002	ZMI003	CM City Television Sta				
510000:Contractual Services	125,898	ZMI076	CD ADA Transition Plan				
600000:Capital Outlay	3,729	AIO032	CD Landscape Imprv I-95				
600000:Capital Outlay	4,000	AIO032	CD Landscape Imprv I-95				
600000:Capital Outlay	100,000	AIO034	CD Riverwalk South Phase				
600000:Capital Outlay	494,160	AIO034	CD Riverwalk South Phase				
600000:Capital Outlay	18,429	ZMI065	CD City Hall Repurposing				
600000:Capital Outlay	31,204	TIP200	IT PD Surveillance System				
600000:Capital Outlay	30,796	TIP200	IT PD Surveillance System				
600000:Capital Outlay	200,000	ZMI076	CD ADA Transition Plan				
600000:Capital Outlay	56,250	QIP202	P CHGC Roof Repair & Replacement				
600000:Capital Outlay	45,467	QPC067	R Fence,Dugout,Bkstp Rplc				
600000:Capital Outlay	87,606	QPC073	P Lakeside HVAC Replacement				
600000:Capital Outlay	29,878	QPC074	R Playground Replacements				
600000:Capital Outlay	1,400,114	QPC082	R REC Ctr Remodel (Gym)				
600000:Capital Outlay	7,150	QPC082	R REC Ctr Remodel (Gym)				
600000:Capital Outlay	332,000	QPC201	R Ballfield Lamp Replacement				
600000:Capital Outlay	69,808	QPI202	P Parks Maintenance Building				
600000:Capital Outlay	200,000	XLG201	R Airport Road Park Playground Replacement				
600000:Capital Outlay	453,000	ZMI205	LE P25-P2 Police Radio Compatibility Purchase & Upgrades				
600000:Capital Outlay	490,390	OBM008	P CityHallHVAC ContrlrRpl				
600000:Capital Outlay	60,000	PNC202	P Road to Police Dept. Shooting I	000259			
600000:Capital Outlay	202,000	POL200	P Resurfacing Causeway Park				
600000:Capital Outlay	200,000	OBM012	P Ext Reparis PW Facility				
600000:Capital Outlay	70,000	POL202	P Resurface Public Works Facility				
600000:Capital Outlay	140,000	ZMI065	CD City Hall Repurposing	000263			
General Capital Total:	5,026,536						-

Open Encumbrance and Project Balance Carryover Listing from FY21 to FY22							
ACCOUNT #	FY21-22	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	VENDOR #	PO'S ONLY - ALL	
Fund 401							
Printing and Binding	9,517			PO-001519 - Line 1	Infosend	9,517	
530000:Maintenance and Repairs	1,515	ZMI075	FN Fin Conf Room Rehab				
600000:Capital Outlay	44,000	CIP200	U Customer Service Remodel				
600000:Capital Outlay	75,000	CIP200	U Customer Service Remodel				
W/S Customer Service Total:	130,032					9,517	
600000:Capital Outlay	265,000	WRP200	U Water System Rehab - 16" Water Main River Crossing				
600000:Capital Outlay	25,000	WWP003	U Water Plant Improvement				
600000:Capital Outlay	364,374	WWP003	U Water Plant Improvement				
600000:Capital Outlay	100,000	WWW002	U WW Repairs/Maint				
W/S Water Production Total:	754,374					-	
Other Contracted Services	35,598			PO-000485 - Line 1	Kimley-horn And Assoc	35,598	
Vehicles	67,525			PO-000938 - Line 1	Alan Jay Ford Lincoln M	67,525	
Other Contracted Services	9,390			PO-001296 - Line 1	Danus Utilities Inc.	9,390	
Equipment Maintenance	7,900			PO-001414 - Line 1	J & H Waterstop Utiliti	7,900	
Equipment Rental or Lease	6,300			PO-001461 - Line 2	Odyssey Mfg. Co.	6,300	
Pipe Fittings and Valves - Stocked	333			PO-001471 - Line 3	Core And Main	333	
Other Contracted Services	7,156			PO-001528 - Line 1	Economy Electric Com	7,156	
Other Professional Services	24,200			PO-001579 - Line 1	Mead & Hunt, Inc	24,200	
510000:Contractual Services	45,000	ZMI068	U Wtr/Swr/RclmRateAnl				
990000:Budgetary Contingency	75,355	AIO036	CM Early Retirement Prog				
W/S Non-Departmental Total:	278,757					158,402	
600000:Capital Outlay	263,111	MME003	U Telemetry I & C				
600000:Capital Outlay	753,348	SLS004	U LiftStatRehabHrbtNova				
600000:Capital Outlay	89,822	SSP002	U Sewer Plant Replacement				
600000:Capital Outlay	288,981	SSP015	U WRF Ops Bldg Expansion				
W/S Wastewater Treatment Total:	1,395,262					-	
600000:Capital Outlay	100,000	EUR000	U EUR000 Emergency Utility Repairs				
600000:Capital Outlay	283,369	UBO011	U Field Operations New Facility				
600000:Capital Outlay	427,201	UET023	U Septic to Sewer				
600000:Capital Outlay	196,289	URH001	U Sewer Sys Rehabilitatn				
600000:Capital Outlay	146,485	URL007	U Misc Util Coordination				
600000:Capital Outlay	791,469	URP001	U Replacement, WA System				
600000:Capital Outlay	33,455	URP011	U RplcWtrMainBeforePaving				
W/S Distribution Total:	1,978,268					-	
Fund 401 Total	4,536,693					167,919	

Open Encumbrance and Project Balance Carryover Listing from FY21 to FY22							
ACCOUNT #	FY21-22	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	VENDOR #	PO'S ONLY - ALL	
Fund 403							
530000:Maintenance and Repairs	75,000	SLS002	U R & R Lift Station				
600000:Capital Outlay	310,982	DIP069	P HowesSt/OrangeAveStrlm				
600000:Capital Outlay	25,000	MME003	U Telemetry I & C				
600000:Capital Outlay	236,558	MME003	U Telemetry I & C				
600000:Capital Outlay	4,006	MME003	U Telemetry I & C				
600000:Capital Outlay	161,822	MPL001	U Utilities Master Plan				
600000:Capital Outlay	37,567	MPL001	U Utilities Master Plan				
600000:Capital Outlay	783,078	SLS002	U R & R Lift Station				
600000:Capital Outlay	325,000	SLS004	U LiftStatRehabHrbtNova				
600000:Capital Outlay	22,965	SSP002	U Sewer Plant Replacement				
600000:Capital Outlay	435,381	SSP002	U Sewer Plant Replacement				
600000:Capital Outlay	121,439	SSP002	U Sewer Plant Replacement				
600000:Capital Outlay	1,001,992	SSP012	U WRF ElecSysRpr/Rplcmnt				
600000:Capital Outlay	1,007,045	SSP018	U Generator Replacements				
600000:Capital Outlay	452,508	SSP018	U Generator Replacements				
600000:Capital Outlay	244,608	SSP200	U WRF - Filter Rehabilitation				
600000:Capital Outlay	3,000,000	UBO011	U Field Operations New Facility				
600000:Capital Outlay	1,116,253	URP001	U Replacement, WA System				
600000:Capital Outlay	50,000	URP011	U RplcWtrMainBeforePaving				
600000:Capital Outlay	145,000	WIP001	U WTP Softener Replacement				
600000:Capital Outlay	180,000	WRP001	U City-wide Class Pipe Replacement				
600000:Capital Outlay	200,000	WWP003	U Water Plant Improvement				
600000:Capital Outlay	377,994	WWP003	U Water Plant Improvement				
600000:Capital Outlay	300,000	WWP008	U WTP Raw Wtr Main Rplcmn				
600000:Capital Outlay	3,265	WWW002	U WW Repairs/Maint				
600000:Capital Outlay	25,000	WWW005	U Production Well Replacement				
W/S R & R Total:	10,642,463					-	
Fund 405							
600000:Capital Outlay	13,571	DIP059	P Virginia/MonroeDrainIm				
600000:Capital Outlay	4,328	UET002	U Extension Sewer System				
600000:Capital Outlay	93,699	MPL001	U Utilities Master Plan				
600000:Capital Outlay	125,000	MPL001	U Utilities Master Plan				
600000:Capital Outlay	8,145	SSP002	U Sewer Plant Replacement				
600000:Capital Outlay	500,000	SSP016	U WRF Nutrient Removal Process Improvements				
600000:Capital Outlay	300,000	SSP017	U WRF Water Reuse Program				
600000:Capital Outlay	272,608	UCP001	U Cost Participation				
600000:Capital Outlay	69,350	UCP001	U Cost Participation				
600000:Capital Outlay	91,072	UCP001	U Cost Participation				
600000:Capital Outlay	271,445	UET001	U Extension, Water System				
600000:Capital Outlay	1,614,145	UET023	U Septic to Sewer				
600000:Capital Outlay	751,513	URP001	U Replacement, WA System				
600000:Capital Outlay	622,112	WRP002	U Ridgewood Ave Water Main Replacement				
600000:Capital Outlay	300,000	WWP007	U WTP 3M Wtr Storage Tank				
W/S Impact Fee Total:	5,036,988					-	
Fund 412							
510000:Contractual Services	14,021	DIP075	P Drainage Pipe R&R				
600000:Capital Outlay	2,029,706	DIP059	P Virginia/MonroeDrainIm				
600000:Capital Outlay	1,033,537	DIP069	P HowesSt/OrangeAveStrmIm				
600000:Capital Outlay	138,371	DIP073	P Strmwtr Mstr Plan PhII				
600000:Capital Outlay	243,909	DIP073	P Strmwtr Mstr Plan PhII				
600000:Capital Outlay	354,758	DIP075	P Drainage Pipe R&R				
600000:Capital Outlay	13,843	DIP077	P TumblebrkDrStrmwtrImprv Drainage Utility				
600000:Capital Outlay	45,000	DIP200	P Southwinds Stormwater Pond Outfall Retrofit				
600000:Capital Outlay	25,000	DIP201	P White PL & Riverside DR Drainage Improvement				
600000:Capital Outlay	25,000	DIP202	P City Center Shoreline Stabilization				
600000:Capital Outlay	30,000	DIP203	P Delmar & Palmas Dr. Drainage Improvements				
600000:Capital Outlay	761,720	PNC007	P Yorktowne MDL Section				
Drainage Total:	4,714,865					-	

Open Encumbrance and Project Balance Carryover Listing from FY21 to FY22							
ACCOUNT #	FY21-22	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	VENDOR #	PO'S ONLY - ALL	
Fund 420							
Other Contracted Services	6,708			PO-001067 - Line 1	Columbia Title Research	6,708	
Other Contracted Services	550			PO-001067 - Line 2	Columbia Title Research	550	
Other Contracted Services	450			PO-001067 - Line 3	Columbia Title Research	450	
Equipment - Capital	449			PO-001412 - Line 1	Aerial Influence, LLC	449	
Equipment - Capital	1,199			PO-001412 - Line 4	Aerial Influence, LLC	1,199	
600000:Capital Outlay	60,000	PNC202	P Road to Police Dept. Shooting Range				
Forestry Mgmt. Total:	69,356					9,356	
Fund 450							
530000:Maintenance and Repairs	2,031	QPC072	R CHGC Rest/Clubhse Maint				
600000:Capital Outlay	18,750	QIP202	P CHGC Roof Repair & Replacement				
Golf Course Total:	20,781					-	
Fund 501							
Other Professional Services	1,250			PO-001515 - Line 1	Dataworks Plus Llc	1,250	
Other Professional Services	2,500			PO-001515 - Line 2	Dataworks Plus Llc	2,500	
Computer Software	200			PO-001515 - Line 3	Dataworks Plus Llc	200	
Computer Hardware - Trackable	1,600			PO-001515 - Line 4	Dataworks Plus Llc	1,600	
540000:Other Supplies and Expenses	3,900	ZMI056	IT NewEmploy Hardwr/Sftwr				
600000:Capital Outlay	23,000	TIP201	IT Cybersecurity Improvements				
600000:Capital Outlay	1,080	ZMI040	IT VideoSurveillance&Sec.				
600000:Capital Outlay	2,353	ZMI056	IT NewEmploy Hardwr/Sftwr				
Information Tech Total:	35,883					5,550	
Fund 504							
Insurance Claims Loss	36,873			PO-001355 - Line 1	Alan Jay Ford Lincoln N	36,873	
Prepaid Expenses	311,597			PO-001585 - Line 1	Preferred Government	311,597	
Prepaid Expenses	353,866			PO-001586 - Line 1	Brown & Brown Of Flo	353,866	
Risk Mgmt. Total:	702,336					702,336	
Fund 505							
Equipment - Capital	519,962			PO-001587 - Line 1	E-z-go Textron	519,962	
Equipment - Capital	397,621			PO-000657 - Line 1	Ten-8 Fire Equipment	397,621	
600000:Capital Outlay	18,345	IMI003	P Emergency Traffic Control Sys				
600000:Capital Outlay	735	TIP001	ArcGIS Enterprise Upgrade				
600000:Capital Outlay	121,974	ZMI054	CM ERP Software System				
600000:Capital Outlay	8,896	FIR021	F Radios - Rplc Portable				
540000:Other Supplies and Expenses	23,322	ZMI016	IT Computer Hardware				
540000:Other Supplies and Expenses	32,460	ZMI032	IT PublicSafetyLaptopRplc				
600000:Capital Outlay	38,706	ZMI015	IT Municipal Network				
600000:Capital Outlay	32,429	ZMI015	IT Municipal Network				
600000:Capital Outlay	11,138	ZMI016	IT Computer Hardware				
600000:Capital Outlay	4,773	ZMI016	IT Computer Hardware				
600000:Capital Outlay	466	ZMI032	IT PublicSafetyLaptopRplc				
600000:Capital Outlay	29,366	ZMI058	IT Virtual Desktop Infra				
600000:Capital Outlay	31,137	ZMI058	IT Virtual Desktop Infra				
600000:Capital Outlay	26,000	ZMI077	IT Digital Signage				
600000:Capital Outlay	35,877	PDVEH_WIP	Police Vehicles				
Lease and Replacement Total:	1,333,207					917,583	

Open Encumbrance and Project Balance Carryover Listing from FY21 to FY22							
ACCOUNT #	FY21-22	PROJECT #	PROJECT DESC/VENDOR NAME	PO #	VENDOR #	PO'S ONLY - ALL	
Building Maintenance and Repairs	7,458			PO-001317 - Line 1	Dj Design, Inc.	7,458	
Building Maintenance and Repairs	20,879			PO-001493 - Line 1	Genset Services, Inc.	20,879	
Building Maintenance and Repairs	24,150			PO-001561 - Line 1	Seibold Security Of Flo	24,150	
600000:Capital Outlay	83,295	OBM014	P Stanby Generator Rplcmn				
600000:Capital Outlay	80,991	OBM014	P Stanby Generator Rplcmn				
Buildng Maintenance Total:	216,774					52,488	
Police Forfeiture Trust Total:	-					-	
600000:Capital Outlay	1,862,385	QPC082	R REC Ctr Remodel (Gym)				
600000:Capital Outlay	5,438	QPC082	R REC Ctr Remodel (Gym)				
600000:Capital Outlay	50,000	XSG007	R GambleLaunch VOPO-0360				
Recreation Impact Fee Total:	1,917,823						
Grand Total Open PO's and Project Balances	41,208,485					2,178,394	



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C13) Resolution No. 22-2 - Revising the Parks & Recreation Youth Scholarships Program

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 22-2 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Resolution No. 11-6, attached, outlines how the Parks and Recreation department provides scholarships to residents. The program is designed to focus on providing services to children in families who are unable to pay to participate in the programs. The staff has reviewed the current program and is recommending changes to the criteria.

The current resolution provides for scholarships based on a tiered system related to income and number of people in the household. The following chart shows what is currently being utilized:

# of People in Household		Two	Three	Four	Five
Income Level for 25% Fee Waiver		\$21,855.00	\$27,465.00	\$33,075.00	\$38,685.00
Income Level for 50% Fee Waiver		\$18,200.00	\$22,785.00	\$27,750.00	\$32,200.00
Income Level for 75% Fee Waiver		\$14,560.00	\$18,310.00	\$22,050.00	\$25,790.00

The current process also requires parents to serve volunteer hours based on a value of \$10.00/hr. The hours must be completed before a second scholarship is awarded. Staff believe the volunteer requirement can be a deterrent to parents applying for the scholarship. Many scholarship recipients come from single-parent households and/or households where parents work two jobs, limiting the availability of volunteer opportunities. Not being able to meet this commitment reduces the children's ability to participate in the program.

Staff have also been approached by families in the community who serve as foster parents requesting that the City consider amending the policy to add a provision to allow for foster children to be a determining factor for scholarship awards.

The balance of the scholarship fund is currently approximately \$27,000. The scholarships are funded through the proceeds from the Mayor's golf tournament, the concession stand at the City Center, and the snack machine at the REC center. These funds are kept in the 621- scholarship fund. A report on use of this fund is provided to the finance director and city manager at the end of each fiscal year. The City averages about \$3,000- \$3,500 in annual awards. Each year, the City brings in more revenue to the scholarship fund than is paid out in scholarships. The staff believes that the proposed changes will make the scholarships more accessible to those in the community who could benefit from the assistance.

Staff recommends the following changes:

1. Add the Verification of Foster Care Status Letter as an alternative qualifying document for scholarships.
2. Remove the volunteer requirement for receiving a scholarship.
3. Remove the tiered approach. Rather than scholarships being awarded as indicated in the above chart at a tiered rate of 25%, 50%, and 75%, all households eligible to receive scholarships will receive a 100% scholarship.

The proposed criteria for a fee waiver will be based on the total number of people in the household as indicated on the tax return or social security statement, or by foster care documentation. Income is based on the adjusted gross income. If determined as eligible through the program, a 100% waiver will be awarded.

The following chart provided by the U.S. Department of Health and Human Services shows the 2021 poverty level per person, per household which is updated annually. This is the criteria we use when considering scholarship award:

# of People in Household		Two	Three	Four	Five
Income Level for 100% Scholarship Award		\$17,420	\$21,960	\$26,500	\$31,040

Project No.: n/a

Funding Account No.: Grants and Aids

Presenter: Susan Lovallo

ATTACHMENTS:

1.	Reso. No. 22-2 - Rec Scholarship Program - CLEAN	Reso. No. 22-2 - Rec Scholarsh.pdf
2.	Reso. No. 22-2 - Rec Scholarship Program Amendment w/mark ups	Reso. No. 22-2 - Rec Scholarship Program Amendment.doc
3.	Current Scholarship Reso 11-6	Current Scholarship Reso 11-6.pdf

Peter Ferreira	Created/Initiated - 8/19/2021
Susan Lovallo	Approved - 8/19/2021
Lupe Reyna-Coffin	Approved - 8/20/2021
Robin Hayes	Approved - 8/23/2021
Matthew Jones	Approved - 1/3/2022
Wayne Clark	Approved - 1/6/2022
Robin Fenwick	Final Approval - 1/6/2022

RESOLUTION NO. 22-2

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PORT ORANGE, VOLUSIA COUNTY,
FLORIDA; AMENDING THE PARKS AND
RECREATION SCHOLARSHIP POLICY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange provides recreational programs and activities for the youth in the City;

WHEREAS, the Parks and Recreation Department would like to award scholarships for eligible children (ages 4-17) whose primary residence is in the City of Port Orange, who wish to participate in Parks and Recreation Programs and whose household has demonstrated financial need;

WHEREAS, funding for the scholarships will come from the net proceeds received through the annual Mayor's Golf Tournament, league concession stands and the snack machine located at the Port Orange Rec; and

WHEREAS, the existing recreation scholarship policy established by Resolution No. 11-6 is in need of an amendment to provide greater access to scholarship opportunities for those in need.

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

SECTION 1. The City Council of the City of Port Orange hereby approves the Parks and Recreation Scholarship Policy attached hereto as Exhibit "1".

SECTION 2. This Resolution shall become effective immediately upon adoption.

Donald O. Burnette, Mayor

Attest:

Robin Fenwick, MMC, City Clerk

Adopted on this ____ day of _____, 2022.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

EXHIBIT “1”

Parks and Recreation Scholarship Policy

The purpose of this directive is to set forth the City’s policy as it relates to the application and award of scholarships for eligible children (ages 4-17) whose primary residence is in Port Orange and who wish to participate in Parks and Recreation programs with the City of Port Orange.

Statement of Policy

Applicability

The provisions of this directive apply directly to the Parks and Recreation Department

In General

The City of Port Orange provides recreational programs and activities for the youth in the City and recognizes that not all participants may be financially capable of paying all or a portion of the corresponding fees.

Youth sports and recreational programs provided by the City’s Parks and Recreation Department include but are not limited to summer playground, baseball, softball, soccer, flag football, volleyball, and basketball. Scholarships may be awarded to eligible children based upon need and funds available. Funding for scholarships will come from the net proceeds received through the annual Mayor’s Golf Tournament, league concession stands, and the snack machines located at the Port Orange Rec.

Eligibility:

Scholarships are available only to children whose primary residence is within the City of Port Orange and whose household has demonstrated financial need or household has proven verification of foster children.

Eligibility for scholarships will be based on adjusted gross income of the household provided by the most recent tax return, verification of foster care letter, or social security statement of all providers in the household. Each child that qualifies for a scholarship will receive 100% scholarship award for the program for which they registered subject to availability of scholarship funds.

The poverty level income amount used to determine eligibility shall be that which is established by the Department of Health and Human Services (shown below) which is subject to amendment each year.

ELIGIBILITY CHART

# of People in the Household		TWO	THREE	FOUR	FIVE
Income Level for 100% Scholarship Award		\$17,420	\$21,960	\$26,500	\$31,040

Procedure:

An annual budget will be established identifying scholarship funds available October 1st of each year. Scholarship funding will be limited to net proceeds from league concession stands, snack machine sales, and the annual Mayor's Golf Tournament.

The parent or legal guardian is required to complete a youth scholarship application with the Parks and Recreation Department during the registration period for each program. On or around the 15th of the registration month, with the exception of summer playgrounds, all scholarship requests will be reviewed and awarded based on need, financial ranking, order received, and available funds. Summer playgrounds will be reviewed and awarded on or around May 1st of each year.

The parent or legal guardian will be notified by staff of the status of the scholarship application and the amount of the award, if any.

Authority:

In accordance with the adopted policy, the Parks and Recreation Director will be responsible for reviewing and awarding scholarships. Any changes to this policy shall require City Council approval. Scholarships can only be awarded if funding is available and appropriated by City Council.

Exceptions:

Providing funds are available, the City Manager or his designee may provide exceptions to these procedures in extreme cases where the applicant may not meet the criteria at tax time but due to unforeseen circumstances cannot afford to pay. The City reserves the right to deny scholarship applications if the applicant has not fulfilled program requirements.

RESOLUTION NO. ~~11-6 242-32~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ~~ADOPTING-AMENDING THEA~~ PARKS AND RECREATION SCHOLARSHIP POLICY; ~~AND~~ PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange provides recreational programs and activities for the youth in the City; ~~and~~

WHEREAS, the Parks and Recreation Department would like to award scholarships for eligible children (ages 4-17) whose primary residence is in the City of Port Orange, who wish to participate in Parks and Recreation Programs and whose household has demonstrated financial need; ~~and~~

WHEREAS, funding for the scholarships will come from the net proceeds received through the annual Mayor's Golf Tournament, league concession stands and the snack machine located at the Port Orange ~~Gym-Rec~~; and

WHEREAS, the existing recreation scholarship policy established by Resolution No. 11-6 is need of an amendment to provide greater access to scholarship opportunities for those in need.

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

SECTION 1. The City Council of the City of Port Orange hereby approves the Parks and Recreation Scholarship Policy attached hereto as Exhibit "1".

SECTION 2. ~~-~~This Resolution shall become effective immediately upon adoption.

Mayor
Attest:

~~— Allen Green -~~ Donald O. Burnette,

~~Kenneth W. Parker~~ Wayne Clark, City Manager Robin Fenwick, MMC, City Clerk

Adopted on this ____ day of _____, 20221.

Reviewed and Approved: _____
City Attorney

~~Exhibit "1"~~

EXHIBIT "1"

Parks and Recreation Scholarship Policy

The purpose of this directive is to set forth the City's policy as it relates to the application and award of scholarships for eligible children (ages 4-17) whose primary residence is in Port Orange and who wish to participate in Parks and Recreation programs with the City of Port Orange.

Statement of Policy

Applicability

The provisions of this directive apply directly to the Parks and Recreation Department

In General

The City of Port Orange provides recreational programs and activities for the youth in the City and recognizes that not all participants may be financially capable of paying all or a portion of the corresponding fees.

Youth sports and recreational programs provided by the City's Parks and Recreation Department include but are not limited to summer playground, baseball, softball, soccer, flag football, volleyball, and basketball. Scholarships may be awarded to eligible children based upon need and funds available. Funding for scholarships will come from the net proceeds received through the annual Mayor's Golf Tournament, league concession stands, and the snack machines located at the Port Orange Rec.

Eligibility:

Scholarships are available only to children whose primary residence is within the City of Port Orange and whose household has demonstrated financial need or household has proven verification of foster child/ren. ~~Volunteer hours will be required of all families receiving a scholarship.~~

Eligibility for Scholarships will be based on adjusted gross income of the household provided by the most recent tax return, verification of foster care letter, or social security statement of all providers in the household. ~~The amount of the award will be based on the poverty level chart shown on the Youth Scholarship Application and attached as Exhibit B. The maximum scholarship awarded is 75% of the fee and the minimum awarded is 25% of the fee.~~ Each child that qualifies for a scholarship will receive 100% fee waiver scholarship award for the program for which they registered subject to availability of scholarship funds.

The poverty level income amount used to determine eligibility shall be that which is established by the Department of Health and Human Services (shown below) which is subject to amendment each year.

ELIGIBILITY CHART

<u># of People in the Household</u>		<u>TWO</u>	<u>THREE</u>	<u>FOUR</u>	<u>FIVE</u>
<u>Income Level for 100% Scholarship Award</u>		<u>\$17,420</u>	<u>\$21,960</u>	<u>\$26,500</u>	<u>\$31,040</u>

Procedure:

An annual budget will be established identifying scholarship funds available October 1st of each year. Scholarship funding will be limited to net proceeds from league concession stands, snack machine sales, and the annual Mayor's Golf Tournament.

The parent or legal guardian is required to complete a youth scholarship application with the Parks and Recreation Department during the registration period for each program. On or around the 15th of the registration month, with the exception of summer playgrounds, all scholarship requests will be reviewed and awarded based on need, financial ranking, order received, and available funds. Summer playgrounds will be reviewed and awarded on or around May 1st of each year.

The parent or legal guardian will be notified by staff of the status of the scholarship application and the amount of the award, if any. ~~If an award is approved, the parent or legal guardian will be required to sign an Agreement to volunteer for the department as reimbursement of the value of the scholarship. (Exhibit C).~~

~~Each volunteer hour shall equal 10 units and all volunteer commitments must be met before any other scholarships can be applied for or approved. A unit shall equal to one dollar. Required units are based upon the value of the scholarship and identified in the Agreement.~~

Authority:

In accordance with the adopted policy, the Parks and Recreation Director will be responsible for reviewing and awarding scholarships. Any changes to this policy shall require City Council approval. Scholarships can only be awarded if funding is available and appropriated by City Council.

Exceptions:

Providing funds are available, the City Manager or his designee may provide exceptions to these procedures in extreme cases where the applicant may not meet the criteria at tax time but due to unforeseen circumstances cannot afford to pay. The City reserves the right to deny scholarship applications if the applicant has not ~~completed previous required volunteer units or has not~~ fulfilled ~~other~~ program requirements.

Commented [FR1]: Wouldn't this need to be changed, as well, based on the removal of the requirement to volunteer above?

RESOLUTION NO. 11-6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING A PARKS AND RECREATION SCHOLARSHIP POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange provides recreational programs and activities for the youth in the City; and

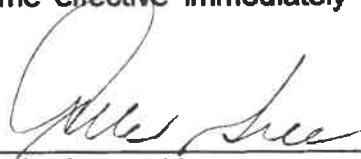
WHEREAS, the Parks and Recreation Department would like to award scholarships for eligible children (ages 4-17) whose primary residence is in the City of Port Orange, who wish to participate in Parks and Recreation Programs and whose household has demonstrated financial need; and

WHEREAS, funding for the scholarships will come from the net proceeds received through the annual Mayor's Golf Tournament, league concession stands and the snack machine located at the Port Orange ~~Gym~~; and

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

SECTION 1. The City Council of the City of Port Orange hereby approves the Parks and Recreation Scholarship Policy attached hereto as Exhibit "1".

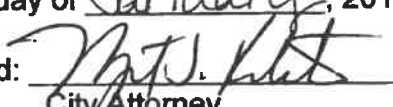
SECTION 2. This Resolution shall become effective immediately upon adoption.


Allen Green, Mayor

Attest:


Kenneth W. Parker, City Manager

Adopted on this 18th day of January, 2011.

Reviewed and Approved: 
City Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C14) Resolution No. 22-3 - Approving the grant agreement and award in the amount of \$404,640 from the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant for Program Year 2021 (PY21).

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 22-3 grant agreement between the City of Port Orange and U.S. Department of Housing and Urban Development (HUD) accepting the award of \$404,640.

SUMMARY: The City of Port Orange has been awarded a grant in the amount of \$404,640.00 from the U.S. Department of Housing and Urban Development Community Development Block Grant Program. This award represents Year 1 of the 5-Year Consolidated Plan 2021-2025, covering the period of 10/01/2021 - 09/30/2022. The PY'21 Annual Action Plan outlined the use of these funds for Planning and Administrative Costs (\$80,928) and the Causeway Park Paving Project (\$323,712). The grant does not require matching funds.

Project No.: POL200

Funding Account No.: Paving - Parking Lots
Planning & Administration (Professional Services)

Presenter: Alison Sylvester; Lynn Stevens

ATTACHMENTS:

1.	Resolution No 22-3	Reso 22-3 Accepting \$404,460 Grant Award and Approving PY'21 Agreement.pdf
2.	2021 HUD Agreement	2021 HUD Agreement.pdf
3.	2021 HUD CDBG Award	2021 HUD CDBG Award.pdf

Alison Sylvester
Alison Sylvester
Julia Wiggins
Lynn Stevens

Created/Initiated - 12/29/2021
Approved - 12/29/2021
Approved - 12/29/2021
Approved - 12/29/2021

Linda Truitt	Approved - 12/30/2021
Robin Hayes	Approved - 1/3/2022
Matthew Jones	Approved - 1/4/2022
Wayne Clark	Approved - 1/6/2022
Robin Fenwick	Final Approval - 1/6/2022

RESOLUTION NO. 22-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA;
ACCEPTANCE OF \$404,460 GRANT FUNDS FROM THE
PY21 U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK
GRANT; AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE AGREEMENTS AND CONTRACTS; PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the City has been approved to receive a \$404,460.00 grant from the
U.S. Department of Housing and Urban Development for Administrative and Planning
Costs (\$80,928) and the Causeway Park Repaving (\$323,712): and

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

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

Section 1. The City Council of the City of Port Orange hereby accepts the PY21
grant funding in the amount of \$404,460.00.

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

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the ____ day of _____, 2022

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

Funding Approval/Agreement

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

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

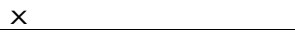
OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Port Orange	3a. Grantee's 9-digit Tax ID Number 596000412	3b. Grantee's 9-digit DUNS Number 080827082
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 1000 City Center Circle Port Orange, FL 32129-	4. Date use of funds may begin 10/1/2021	
	5a. Project/Grant No. 1 B-21-MC-12-0053	6a. Amount Approved \$404,640
	5b. Project/Grant No. 2	6b. Amount Approved

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

U.S. Department of Housing and Urban Development (By Name) Lisa A. Hill		Grantee Name (Contractual Organization) Port Orange (City of Port Orange)	
Title CPD Director		Title Mayor	
Signature 	Date (mm/dd/yyyy) 11/24/2021	Signature  Donald O. Burnette	Date (mm/dd/yyyy) 01/18/2022

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission 08/16/2021	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number
		9b. Date Grantee Notified 11/24/2021	
		9c. Date of Start of Program Year 10/01/2021	
11. Amount of Community Development			
Block Grant		FY 2021	
a. Funds Reserved for this Grantee		\$404,640	
b. Funds now being Approved			
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City of Port Orange 1000 City Center Circle Port Orange, FL 32129-
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature 

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By		

8. Special Conditions.

- (a) The period of performance for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall begin on the date specified in item 4 and shall end on September 1, 2028. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2028.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

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

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

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or

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

- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).



U. S. Department of Housing and Urban Development
Jacksonville Field Office
Charles Bennett Federal Building
400 West Bay Street
Suite 1015
Jacksonville, Florida 32202-4439

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

Dear Mayor Burnette:

SUBJECT: FY21 Grant Agreement Transmittal Letter

The Jacksonville Florida Field Office would like to thank you for your continued partnership in providing quality affordable housing, a suitable living environment, and expanding economic opportunities for low-and moderate-income persons through HUD programs. On Thursday, June 10, 2021, the Department published an interim final rule with a request for comments, titled: *Requesting Affirmatively Furthering Fair Housing Definitions and Certifications* (86 Fed Reg 30779). The effective date for the interim rule is July 31, 2021, and you are encouraged to review the interim rule in developing your programs. Enclosed is the Grant Agreement for the following program:

Community Development Block Grant Program (CDBG)	\$404,640
Total FY 2021 Award	\$404,640

Transmittal of these Grant Agreement/s does not constitute approval of the activities described in your Consolidated Plan. You are reminded that you, as grantee, are responsible for ensuring that all grant funds are used in accordance with all program requirements. An executed Grant Agreement is a legally binding agreement between the Department of Housing and Urban Development and City of Port Orange.

To establish a Line of Credit for Fiscal Year 2021 grant, it will be necessary for your agency to sign, execute and return one (1) copy of the Grant Agreement. If there is a need to add or remove individuals authorized to access the Integrated Disbursement Information System (IDIS), please submit an IDIS Online Access Request Form (HUD 27055). Also, please ensure the IDIS Online Access Request Form is notarized and returned to this office with your Grant Agreement. Additionally, if there is a need to establish or change the depository account where these funds are to be wired, a Direct Deposit Sign-Up form (SF-1199A) must be completed by your financial institution and returned to this office with a copy of a voided check.

In accordance with the HOME regulations at 24 CFR 92.254(a)(5), a Participating Jurisdiction (PJ) must establish resale and/or recapture requirements that comply with the standards of the regulation. Furthermore, the resale and/or recapture requirements must be set forth in the PJ's Consolidated Plan. HUD must determine if the PJ's provisions comply with the requirements of the regulations and notify the PJ in writing of its determination.

HUD's mission is to create strong, sustainable, inclusive communities and quality, affordable homes for all.

www.hud.gov

espanol.hud.gov

HUD has reviewed City of Port Orange's resale and/or recapture provisions and has determined that the provisions included in the Plan complies with the requirements at 24 CFR 92.254(a)(5).

If applicable, please note the special condition in your CDBG Funding Approval/Agreement.

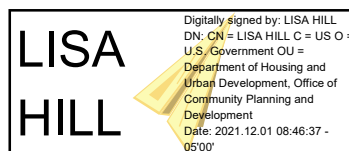
You are reminded that certain activities are subject to the provisions of 24 CFR Part 58 (**Environmental Review Procedures**). Funds for such activities may not be obligated or expended until HUD has approved the release of funds in writing. A request for release of funds (RROF) must be accompanied by an environmental certification, and until the RROF is approved and notification is received, no HUD funds should be committed. If the project or activity is exempt per 24 CFR 58.34 or categorically excluded (except in extraordinary circumstances), no RROF is required.

Please execute two (2) copies of the CDBG Funding Approval/Agreement with electronic signature/s. In response to COVID-19, HUD authorizes you to electronically execute the grant agreement/s with your electronic signature. Return one (1) of each of the agreement to this office to the attention of Lisa A. Hill, Director, Community Planning and Development. Please ensure the Chief Elected Official and/or authorized designee electronically signs the CDBG grant agreement in the box directly across from the HUD CPD Director's signature. The CDBG Funding Approval/Agreement should **not** be electronically signed in box 12c. Maintain a copy of each of the agreement/s with your original signature/s on site in your program files.

For additional information and guidance on grant-based accounting, please refer to the HUD Exchange at: <https://www.hudexchange.info/manage-a-program/grant-based-accounting/>.

HUD congratulates City of Port Orange on its grant award, and we look forward to assisting you in accomplishing your programs goals. If you have any questions or need further information of assistance, please contact Ken Pinnix, CPD Representative at (904) 208-6153 or Kenneth.M.Pinnix@hud.gov.

Sincerely,

A digital signature block for Lisa Hill. It features the name "LISA HILL" in large, bold, black capital letters. To the right of the name is a yellow arrow pointing to the right. Further right is a small rectangular box containing the following text: "Digitally signed by: LISA HILL", "DN: CN = LISA HILL, C = US, O = U.S. Government, OU = Department of Housing and Urban Development, Office of Community Planning and Development", and "Date: 2021.12.01 08:46:37 -05'00'".

Lisa A Hill, Director,
Office of Community Planning and
Development

Enclosures: FY2021 CDBG Grant Agreement and Special Conditions



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C15) Approval to submit a grant application for Victim's of Crime Act (VOCA) funding.

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submitting an application to the Florida Office of the Attorney General for 2022-2023 Victim Of Crime Act (VOCA) Grant Funds.

SUMMARY: Request approval to apply for VOCA Grant Funds from the Florida Attorney General. VOCA makes available assistance grants to fund Victim Advocates who provide direct services to meet the emotional and physical needs of crime victims. The funding cycle is from 10/01/2022-09/30/2023. This is an annual competitive grant involving the submission of an application followed by an application review. The deadline for submitting an application is February 11, 2022.

Project No.: N/A

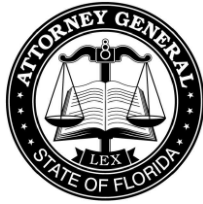
Funding Account No.: N/A

Presenter: Linda Truitt

ATTACHMENTS:

1.	Voca - Notice of Availablity 2022-2023	Voca - Notice of Availablity 2022-2023.pdf
----	--	--

Linda Truitt	Created/Initiated - 12/21/2021
Manuel Marino	Approved - 12/27/2021
Linda Truitt	Approved - 12/28/2021
Robin Hayes	Approved - 12/28/2021
Matthew Jones	Approved - 1/6/2022
Wayne Clark	Approved - 1/6/2022
Robin Fenwick	Final Approval - 1/6/2022



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services and Criminal Justice
Programs

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-3013
<http://www.myfloridalegal.com>

December 2021

NOTICE OF AVAILABILITY
VOCA Grant Funds

Announcement: The Office of the Attorney General (OAG) is pleased to announce the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant reimbursement program is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof, that can demonstrate the following:

- 1) proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- 2) a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- 3) a certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- 4) any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

The funding cycle for the VOCA grant funds under this notice is October 1, 2022, through September 30, 2023.

Application and Deadline: Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review.

The VOCA application may be accessed using the Office of the Attorney General's online system EGrants, which can be accessed through <https://egrantsigx.myfloridalegal.com/> on January 3, 2022. If you need assistance you may contact (850) 414-3380 or email contact.voca@myfloridalegal.com.

Technical assistance webinar trainings on VOCA application completion are scheduled. It is strongly encouraged that agency staff who will be completing the grant application in the EGrants system register for and participate in one of the training sessions, provided on the following dates. All three training sessions will provide the same information on application completion. To participate in a training session, you must use the link included with the selected date.

January 6, 2022

10:00 am to 12:00 pm EST

Registration link: <https://attendee.gotowebinar.com/register/6892459482592906766>

January 12, 2022

1:00 pm to 3:00 pm EST

Registration link: <https://attendee.gotowebinar.com/register/8549833623488643595>

January 21, 2022

10:00 am to 12:00 pm EST

Registration link: <https://attendee.gotowebinar.com/register/7509330585752147728>

The deadline for applying for a VOCA grant under this notice is **no later than 5:00 p.m.** Eastern Standard Time on **Friday, February 11, 2022**. Applicant agencies are encouraged to submit the completed application as soon as possible prior to the deadline. **Mailed, faxed, or hand delivered applications or required documentation will not be accepted.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C16) Approval of Temporary License Agreement with Intracoastal Villas Home Owners Association (HOA)

DEPARTMENT: City Manager

GOAL: 4 - Economic Development 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the temporary license agreement with Intracoastal Villas for the utilization of temporary overnight parking, subject to final review and approval by the City Manager.

SUMMARY: The City of Port Orange was approached by the HOA of Intracoastal Villas, managed by Clifton Management Company, for temporary use of parking located on the north side of Riverwalk Park. Intracoastal Villas is located at 3333 S. Ridgewood Ave and is a 28-unit community. The community is having its parking lot repaved at the beginning of this year and is requesting temporary overnight parking to be allowed at the Riverwalk Park for its residents. The anticipated dates are January 27-February 2, subject to change. Any change in dates will be subject to approval by the City Manager and will require the Parks and Recreation Department to confirm that the dates will not interfere with any major events. There are not any conflicts with the currently scheduled dates. The Chamber of Commerce has been notified of the pending agreement. The City Attorney has prepared the attached license agreement which holds the City harmless from any injury or damage to the participating vehicles and/or persons that may occur. The HOA has agreed to the provisions and is requesting consideration of the agreement by the City Council.

Project No.: N/A

Funding Account No.: N/A

Presenter: Jamie Miller

ATTACHMENTS:

1.	Temporary License Agreement	Temporary License Agreement for Intracoastal.pdf
----	-----------------------------	--

Jamie Miller
Manuel Marino
Susan Lovallo

Created/Initiated - 12/29/2021
Approved - 12/29/2021
Approved - 1/3/2022

Matthew Jones
Wayne Clark
Robin Fenwick

Approved - 1/4/2022
Approved - 1/4/2022
Final Approval - 1/5/2022

This Document Prepared by:

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

TEMPORARY LICENSE AGREEMENT

THIS **TEMPORARY LICENSE AGREEMENT** ("Agreement") is made and entered into this day of _____, 2022, by and between the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, FL 32129, ("City" or "Licensor"); INTRACOASTAL VILLAS' HOMEOWNERS ASSOCIATION, INC. whose mailing address is 1326 S. Ridgewood Avenue, Suite 14, Daytona Beach, Florida 32114, ("Licensee"); the term "Licensee" shall include Licensee members, members' guests and invitees, and anyone else utilizing the benefits granted hereunder in connection with the grant of this License Agreement.

PREMISES

WHEREAS, the City is the owner of the property located at **3441 Ridgewood Avenue**, (Parcel ID 6303-10-01-0011), described in **Exhibit "A"**, attached hereto and made a part hereof by reference, hereinafter "Subject Property"; and

WHEREAS, the Licensee is the owner of property adjacent to the Subject Property described in **Exhibit "B"**, attached hereto and made a part hereof by reference, hereinafter "Licensee Property"; and

WHEREAS, the Licensee is re-paving a portion of Licensee Property and has requested temporary use of the parking facilities, including overnight parking, for the benefit of the Licensee's members, member's guests, and invitees, on a portion of Subject Property, hereinafter "Parking Area", graphically depicted on **Exhibit "C"**, attached hereto and made a part hereof by reference; and

WHEREAS, as a condition to City's granting of this License, Licensee shall maintain insurance and indemnify the City from and against any and all actions arising out of Licensee's use of the Subject Property, all as more particularly provided hereinbelow.

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement and that the Licensee agrees to be bound by the terms and conditions hereof, is in compliance with, and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time.

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

The foregoing recitals are true and correct and are incorporated herein by this reference.

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. The City hereby grants to the Licensee a license to enter upon and to utilize a portion of the Subject Property, located and situated in Port Orange, Volusia County, Florida, identified as the Parking Area, graphically depicted in Exhibit "C", for the purpose of temporary parking, including overnight parking, during the re-paving of Licensee Property, subject to the requirements set forth herein and as approved by the City of Port Orange, Florida ("License").

3. Licensee hereby agrees that use of the Subject Property is strictly limited to the use of the Subject Property for temporary parking facilities, including overnight parking, for the benefit of the Licensee's members, member's guests, and invitees, and for no other use or purpose whatsoever. In accordance with this limited License granted to Licensee, Licensee is permitted to utilize the Subject Property, subject to the terms and provisions hereof; provided, Licensee shall be and remain liable to City for any and all claims, liabilities, damages, actions, costs and expenses, of whatever nature or form, arising or resulting from, through, out of, pertaining to, or connected with this Agreement or the use of the Subject Property by Licensee as more particularly provided hereinbelow.

4. This License shall commence on the date of the last signature on this Agreement and shall automatically terminate and expire upon the earlier of (i) the date the re-paving project on Licensee Property is completed, or (ii) three (3) months after the effective date of this Agreement. Upon the expiration of the term of the Temporary License Agreement, all of the rights and benefits of the Licensee in, to, and under this Agreement with respect to the License granted herein shall automatically terminate and be of no further force and effect.

5. All improvements, uses, and activities shall comply with the terms and conditions of this License Agreement and exhibits hereto and any other applicable laws.

6. The Licensee jointly and severally assumes all responsibility for the maintenance and oversight of the Parking Area during the term of this Agreement.

7. The Licensee agrees that no improvements shall be made or altered on the Subject Property.

8. This License is given to the Licensee as an accommodation to the Licensee without any consideration. The Licensee acknowledges the legal title of the City to the Subject Property described herein and agrees never to deny such title or to claim title in the Licensee's name.

9. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the Subject Property, or the use of said property. Licensee, at its sole cost and expense, shall, at all times, insure the Subject Property and maintain general liability insurance against claims for bodily injury or death occurring on, in, or about the Subject Property and having minimum coverage in the amount of **One Million Dollars (\$1,000,000.00)**. The policies of insurance required pursuant to this section shall be issued by insurance companies satisfactory to the City and qualified to do business in the State of Florida. Both the amounts and types of policies shall be subject to the prior approval of the City and shall name the City as additional insured. Licensee shall provide City with certificates and copies of the policies prior to the commencement of the Term. Each such policy and certificate shall provide

for at least ten (10) days prior written notice to the City in the event of cancellation or amendment.

10. The City makes no warranty or representation whatsoever as to the condition of the Subject Property or any improvements which may be located thereon. Licensee's entry upon the Subject Property shall be at Licensee's sole risk and expense, and City shall assume no liability for such entry. Licensee shall protect, defend, indemnify, and hold harmless City, its employees, officers, directors, agents, and representatives from and against all actions, causes of action, losses, costs, damages, claims, and liabilities (whether arising out of injury or death to persons or damage to the Subject Property or otherwise) of any nature whatsoever, including, but not limited to, mechanic's and material men's liens and attorneys' fees (whether or not an action is commenced, whether incurred before, during or after trial or upon any appellate level, or in arbitration, mediation or any administrative proceeding or proceeding in bankruptcy or insolvency), proximately arising out of or in connection with Licensee's entry upon the Property under this License. In addition, Licensee shall make any and all repairs to the Subject Property deemed reasonably necessary by City proximately arising out of or in connection with Licensee's entry upon the Subject Property under this License. The provisions of this section shall survive termination or expiration of this License.

11. Nothing contained in this Agreement shall create or be deemed to create any partnership or joint venture relationship between City and Licensee, and Licensee shall have no power or right to obligate or bind City in any manner whatsoever.

12. Nothing in this Agreement shall limit the City's use of the Subject Property in the ordinary course of day-to-day business. The normal operations of the Subject Property shall continue during the term of this Agreement. The City shall continue to have the right to enter upon the Subject Property at all times for any purpose, including without limitation, inspecting the Subject Property or for making improvements or repairs thereto or thereon.

13. This Agreement shall be interpreted and enforced under the laws of the State of Florida. 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.

14. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in-person to: the CITY OF PORT ORANGE, FLORIDA, a chartered municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, FL 32129; and INTRACOASTAL VILLAS' HOMEOWNERS ASSOCIATION, INC. whose mailing address is 1326 S. Ridgewood Avenue, Suite 14, Daytona Beach, Florida 32114, for the Licensee, or as otherwise designated in writing to all respective parties.

15. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

16. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between

the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have executed this Temporary License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

**CITY OF PORT ORANGE, FLORIDA, a
CHARTERED MUNICIPAL CORPORATION**

Printed Name:_____

Printed Name:_____

Printed Name:_____

Printed Name:_____

By:_____
MAYOR DONALD O. BURNETTE

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

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2022, by Donald O, Burnette, Mayor of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing TEMPORARY LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who is personally known to me.

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 by means of [XX] physical presence or [] online notarization this _____ day of _____, 2022, 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 LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

LICENSEE:

**INTRACOASTAL VILLAS'
HOMEOWNERS ASSOCIATION. INC,
A FLORIDA NOT FOR PROFIT
CORPORATION**

WITNESS:

Signature

Printed Name

Signature

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by JAMES MURPHY, President of INTRACOASTAL VILLAS' HOMEOWNERS ASSOCIATION, INC. He 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 for Portion of Riverwalk Park)

LOT 1 & NORTHERN 90 FT OF WEST 110 FT OF LOT 2 BLK 1 EAST OF US 1 R/W & INC
ADJ SUBMERGED LAND BEING 154 FT ON N/L & 158 FT ON S/L HAND TRACT PORT
ORANGE MB 12 PG 16 & INC LOTS 1 & 2 E OF US 1 R/W & RIP RTS MARY ROUTH
SMITH SUB PORT ORANGE MB 6 PG 53 OR MB 15 PG 215 & INC N 100 FT OF GOV
LOT 1 IN 3 16 33 LYING SOUTH OF DOUGHERTY CANAL & E OF US 1 PER QC BOOK
6 PG 442 PER OR 3862 PG 1947

Parcel ID. 6303-10-01-0011

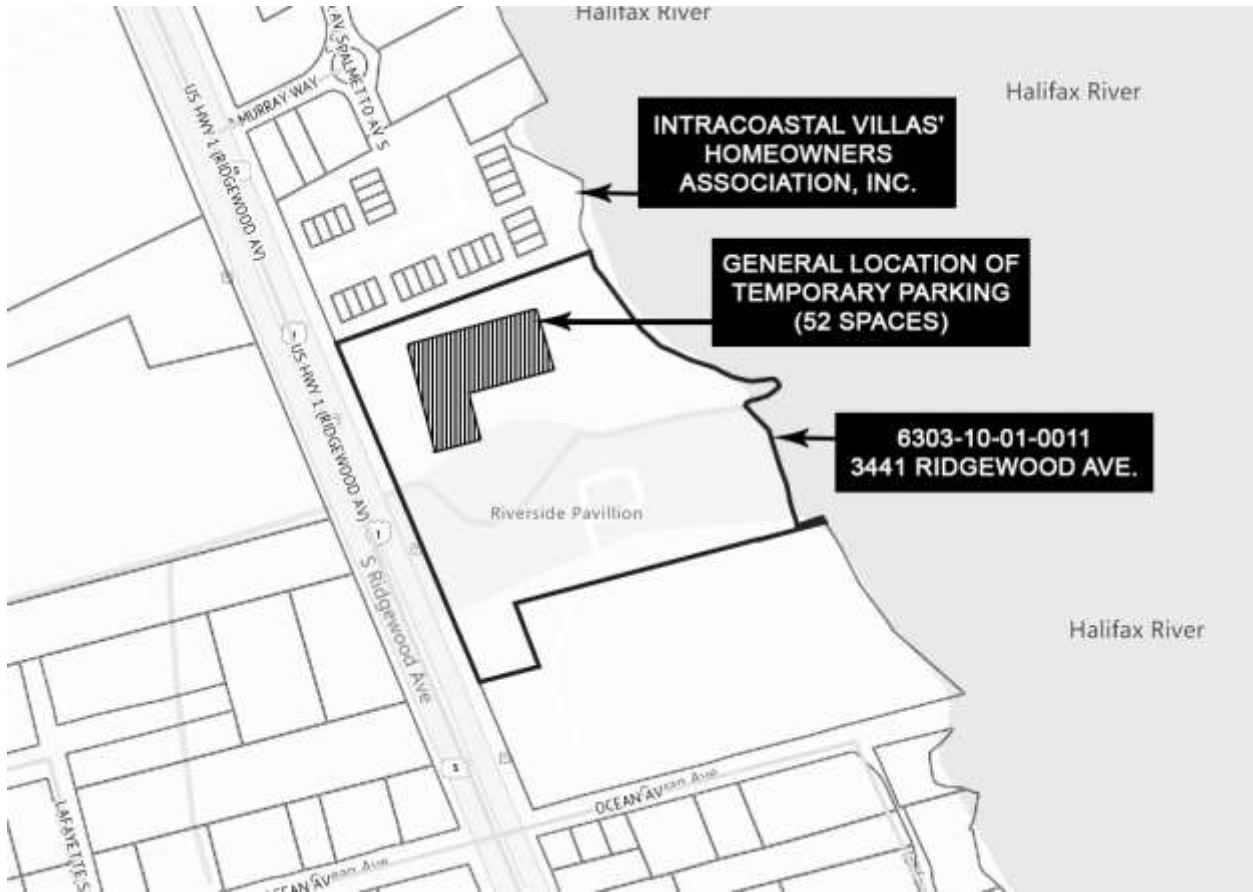
Exhibit "B"

(Legal Description for lands owned by Intracoastal Villas Homeowners Association, Inc.)

LOT 3 EXCLUDING THE NORTH 80 FT OF EAST 132.5 FT & EXCLUDING THE
WEST 175 FT OF THE NORTH 20 FT & EXCLUDING R W & RIP RTS MARY ROTH
SMITH SUB PORT ORANGE & EXCLUDING BLDGS A TO G INC PER OR 2354 PG
0982 AKA INTRACOASTAL VILLAS COMMON AREA

PARCEL ID. 5334-14-00-0001

EXHIBIT "C"





CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C17) Approval to Write Off Uncollectible Accounts Receivable Debts

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Write-off of Uncollectible Accounts Receivable Debts, as provided in the attachment, and authorize the Finance Director, or their designee, to adjust accounts with an effective date of January 18, 2022.

SUMMARY:

At least annually, our practice is for Finance to identify any accounts receivable which, after reasonable diligence for collection, meet the criteria for designation as an uncollectible account.

The following items are related to Code Enforcement:

1. 5419 Christiancy Avenue - Case number 11-2794 resulted in a Finding of Fact, not a Code Lien. The City incurred costs in the amount of \$110.00 for lot mowing as part of this demolition case that was part of an emergency order. The remaining \$39.93 is interest. This Finding of Fact was mistaken for a Code Lien in 2013 and was recorded as such. Findings of Fact do not constitute a Lien, therefore, the total amount of \$149.93 is proposed for write-off.
2. 176 Iron Gate Circle - The total balance on this property was \$13,093.86. The property entered the Lien Reduction Program on 8/20/2021. As a result, the amount due was reduced to \$6,554.34. Finance received payment on 12/1/2021. The remaining balance of \$6,539.52 is proposed for write-off.

The following items are Hazardous Use (HU) Permits related to inactive businesses from information received from Community Development:

1. Best Auto Repair Service - 2017 and 2018 HU permits have not been paid to date, each costing \$25. Interest is \$57.86. The total amount of \$107.86 is proposed for write-off.
2. Gaetano's Pizza - 2020 and 2021 HU permits have not been paid to date, each costing \$25. Interest is \$28.93. The total amount of \$78.93 is proposed for write-off.
3. Fil's Pizza - 2015 HU permit has not been paid to date, costing \$25. Interest is

-
- \$42.56. The total amount of \$67.56 is proposed for write-off.
4. Michael's Automotive & Repair - 2015 through 2017 HU permits have not been paid to date, each costing \$25. Interest is \$116.57. The total amount of \$191.57 is proposed for write-off.
 5. Mickeys Auto Repair - 2014 through 2019 HU permits have not been paid to date, each costing \$25, with an additional charge of \$3.03 in 2014. Interest is \$162.03. The total amount of \$290.06 is proposed for write-off.
 6. On Call Medical Supplies - 2019 HU permit has not been paid to date, costing \$25. Interest is \$19.76. The total amount of \$44.76 is proposed for write-off.
 7. Pruett & Son Auto Body - 2015 through 2017 HU permits have not been paid to date, each costing \$25. Interest is \$116.60. The total amount of \$191.60 is proposed for write-off.
 8. Wide Open Saloon - 2016 HU permit has not been paid to date, costing \$25. Interest is \$32.44. The total amount of \$57.44 is proposed for write-off.

Per Community Development, an inactive status refers to businesses that have not renewed their business tax license with the City.

Port Orange staff have exhausted all efforts to collect the amounts due to the City and followed all policy/procedures in the collection of such debts.

Project No.: N/A

Funding Account No.: N/A

Presenter: Robin Hayes

ATTACHMENTS:

1.	Write-Off - to Council Jan 2022 - CE Liens	Write-Off - to Council Jan 2022 - CE Liens.pdf
2.	Write-Off - to Council - Jan 2022 - Misc	Write-Off - to Council - Jan 2022 - Misc.pdf
3.	SOP# GA 105 - Council Approval for Write Offs	SOP# GA 105 - Council Approval for Write Offs.pdf

Marissa Lager	Created/Initiated - 12/21/2021
Robin Hayes	Approved - 12/21/2021
Linda Truitt	Approved - 12/22/2021
Robin Hayes	Approved - 12/23/2021
Matthew Jones	Approved - 1/6/2022
Wayne Clark	Approved - 1/6/2022
Robin Fenwick	Final Approval - 1/6/2022

**Proposed Accounts Receivable Write-Off of Uncollectible Debts
Code Enforcement Liens - January 2022**

No.	Case No.	Name	Address	Cust No.	Amount	Penalties & Interest	Less Payments	Proposed Write-Off	Reason for Write-Off
1	11-2794	Karlene Durgin	5419 Christiancy Avenue Port Orange, FL 32127	2656	\$110.00	\$39.93	\$0.00	\$149.93	Not a lien, but a Finding of Fact. Finding of Facts do not constitute a lien.
2	17-473 17-1642 19-1293	Valerie Potter	176 Iron Gate Circle Port Orange, FL 32129	1881	\$10,398.13	\$2,695.73	(\$6,554.34)	\$6,539.52	Entered Lien Reduction Program on 8/20/21. The total due was reduced to \$6,554.34, per LRP. Payment was received on 12/1/21.

**Proposed Accounts Receivable Write-Off of Uncollectible Debts
Miscellaneous - January 2022**

No.	Type	Name	Address	Cust No.	Date	Amount	Penalties & Interest	Less Payments to Date	Proposed Write-Off	Reason for Write-Off
1	Hazardous Use Permit	Best Auto Repair Service	931 Alexander Ave, Unit 6 Port Orange, FL 32127	2568	N/A	\$50.00	\$57.86	0.00	\$107.86	2017 & 2018 HU permits have not been paid to date. The business is inactive according to Community Development.
2	Hazardous Use Permit	Gaetano's Pizza	1633 Taylor Road, Unit C Port Orange, FL 32128	3143	N/A	\$50.00	\$28.93	0.00	\$78.93	2020 & 2021 HU permits have not been paid to date. The business is inactive according to Community Development.
3	Hazardous Use Permit	Fil's Pizza	4011 S Nova Road, Unit C Port Orange, FL 32127	2444	N/A	\$25.00	\$42.56	0.00	\$67.56	2015 HU permit has not been paid to date. The business is inactive according to Community Development.
4	Hazardous Use Permit	Michael's Automotive & Repair	3565 Casalta Circle New Smyrna Beach, FL 32168	2676	N/A	\$75.00	\$116.57	0.00	\$191.57	2015 - 2017 HU permits have not been paid to date. The business is inactive according to Community Development.
5	Hazardous Use Permit	Mickeys Auto Repair	5400 Wood Street Port Orange, FL 32127	1938	N/A	\$128.03	\$162.03	0.00	\$290.06	2014 - 2019 HU permits have not been paid to date. The business is inactive according to Community Development.
6	Hazardous Use Permit	On Call Medical Supplies	5889 S Williamson Blvd. Unit 1305 Port Orange, FL 32128	1796	N/A	\$25.00	\$19.76	0.00	\$44.76	2019 HU permit has not been paid to date. The business is inactive according to Community Development.

7	Hazardous Use Permit	Pruett & Son Auto Body	931 Alexander Ave., 5 & 6 Port Orange, FL 32127	2592	N/A	\$75.00	\$116.60	0.00	\$191.60	2015 - 2017 HU permits have not been paid to date. The business is inactive according to Community Development.
8	Hazardous Use Permit	Wide Open Saloon	5395 S Ridgewood Ave. Port Orange, FL 32127	2600	N/A	\$25.00	\$32.44	0.00	\$57.44	2016 HU permit has not been paid to date. The business is inactive according to Community Development.

Prepared by: Stella L. Gurnee, ComptrollerApproved by: Wayne A. SaundersEffective Date: July 1, 2013**Title: G&A105 PERIOD-END AND FISCAL YEAR END REVIEW & CLOSING**

Policy: An orderly, timely and comprehensive review of all general ledger accounts should be performed or directed by the Finance Director to ensure an accurate representation of the company's financial statements. These practices are aimed at proving that the financial accounts are accurate, and if not, are properly adjusted to make them accurate, prior to closing.

Purpose: To provide a general overview of the process to be completed for reviewing the accounting records at year-end or any particular month-end prior to closing.

Scope: These practices apply to all accounts. Typically, all financial accounts are reviewed and then closed out as of the company's year-end. Consequently, the procedures that follow are discussed in reference to year-end review. However, a sub-set of these procedures is also applicable to month-end reviews. Month-end procedures are identified near the end of this module.

Responsibilities:

Finance Director and Comptroller are responsible for creating and reviewing all period-end activities to ensure reasonable assurance that the period-end financial statements accurately reflect the results of the City's activities. The Comptroller should be familiar with the specific software procedures for keeping the prior year open until all final closing adjustments have been made and approved by the Finance Director or Comptroller.

Accounting Division of Finance is responsible for gathering all documentation required to complete the period-end closing and completing all ledger adjustments.

Definition: "Review" refers to the procedures involved in examining the financial statement balances at any given period to ascertain their accuracy.

"Closing" is the process of advancing from one month or period to the next or from one year to the next. When the monthly period or fiscal year is "closed", the City's accounting systems does not allow the user to go back or open a closed period to make changes.

Background: The financial statement is the most important management tool for the City. It is comprised of the balance sheet, revenue statement and expense statement.

The balance sheet accounts are measured at a moment in time, like a snapshot. They reflect a total of items at any particular time: a total of cash, accounts receivable, inventory, fixed assets, accounts payable, debts, investments and earnings retained in the company.

The revenue statement accounts are measured over a period of time. They represent the sum total of transactions: taxes, state revenues, utility revenues, etc. Monthly revenue

reports include total revenues for the monthly period and total revenues for fiscal year to date.

The expense statement accounts are measured over a period of time. They represent the sum total of transactions: purchases, payroll, etc. Monthly expense reports include total expenses for the monthly period and total expenses for fiscal year to date

The difference in revenues less all related expenses equals the net increase or decrease to net assets (income or loss) for the period of time being measured.

Accounting is a double-entry system. Thus, each transaction has two equal sides. For example, paying an expense decreases cash on the balance sheet and increases an expense on the income statement. Getting paid taxes increases cash on the balance sheet and increases revenue on the income statement. Because of this interdependency, the accuracy of the income statement is dependent upon the accuracy of the balance sheet.

It is easier to prove the accuracy of the balance sheet. Adding up how much each customer owes the utility system or reconciling cash to the bank statement is a much simpler process than attempting to add up each individual utility billing transaction on the revenue statement. For this reason, more time is actually spent on proving the accuracy of the balance sheet.

Once the balance sheet is proven with reasonable assurance, the revenue and expense statement, in total, would also be reasonably accurate. The most likely errors would be misclassifications, (i.e.: the phone bill could be incorrectly posted to the supplies expense account). The accounts of the revenue and expense statements are generally reviewed for reasonableness by comparing amounts to prior periods and analyzing ratios. However, the accounts of the balance sheet are compared to actual totals of items counted (cash, receivables, inventory, payables, fixed assets, etc.).

Procedure:

1.0 CLOSINGS PREPARATIONS

- 1.1 The steps to the actual period-end are not all performed on the exact end of the period. Some accounts cannot be "settled", proved, or reconciled until all third party information is received. Bank statements from banks usually don't arrive until a couple weeks after a month end. And, many final payroll tax payments and yearly reconciliation forms aren't due until the end of the following month. Also final bills from vendors, credit card statements, month end statements from vendors and year-end loan statements from banks and other financial institutions are not received until after monthly closing occur. All of this information is needed before the City can "close its books" for the fiscal year end.
- 1.2 Compile all period-end documents in preparation for closing the accounting period. These documents include, but are not limited to:
 - Bank statements to all accounts
 - Final payroll and tax amounts
 - All final bills and month-end statements from vendors
 - All credit card statements
 - All loan or debt statements

- All asset acquisition and disposition transactions
- 1.3 Fewer procedures are performed at month-end dates. For example, due to the cost involved, a complete physical inventory it is only completed on an annual basis. At a minimum the following procedures would be expected for monthly closings:
- Reconcile all bank accounts for the prior month.
 - Print and compare the aged receivables and payables to the general ledger. Make appropriate adjustments to balance the accounts.
 - Review all balance sheet and income statement accounts for completeness.
 - Retain all above reports in a monthly summary file.

2.0 BALANCE SHEET: ASSETS

- 2.1 Prepare a year-end closing file to store all reconciliation documents and printed reports as described below.
- 2.2 **Cash and Investment accounts** - prepare the bank reconciliations for each month-end balances per the bank statement to the balance per books for each account. The year-end reconciliation is especially important for preparing the final year-end financial statements to ensure that it is completely accurate.

Show origination dates and description of each reconciling item. Prepare the necessary journal entries to adjust to the reconciliations. Prepare a summary of all petty cash and change drawer funds. Totals must agree with the general ledger. Maintain a file of all reconciliation reports on-site until the fiscal year-end closing occurs and annual audit is complete. See separate document retention policies for continued retention periods and destruction dates.

- 2.3 **Accounts Receivable** – Print a detailed aged accounts receivable report and then reconciles it to the General Ledger. This can be prepared as soon as all invoicing has occurred for the month-end or fiscal year-end. Calculate possible allowances for un-collectible accounts. Adjust prior allowances to calculated amount. Retain a complete copy of the detailed accounts receivable, along with any reconciling adjustments on-site until the fiscal year-end closing occurs and annual audit is complete. See separate document retention policies for continued retention periods and destruction dates.

- 2.4 **Inventory** - Once the results of the physical inventory have been compiled and entered into the accounting system, print out a full inventory valuation report showing quantities on hand and cost values, in accordance with practices described in COPO INV102 INVENTORY COUNTS procedure. Review the inventory report for unusual variations and investigate, as appropriate.

In addition to a valuation report, (sorted by item number), the storekeeper should run two additional reports; one sorted by extended dollar amount and one sorted by quantity. This will facilitate a review "by exception". The top 100 items of the report, sorted by extended dollar amount, will probably constitute most of the inventory value and will warrant the most investigation.

At the other end of the sorted report there may be some negative valued items. These items should be investigated for possible recording errors. Likewise, investigate any negative quantities on the Quantity Sorted report. Finally, unusual relationships between quantity and value (like a quantity with a zero extended cost, for example) should be examined.

Once all discrepancies have been examined and adjusted, the report totals should agree with the general ledger balance. If not, post the necessary adjustments to the inventory account.

Prepare a schedule of any possibly un-returnable, damaged, spoiled, or obsolete inventory items. Utilize the City's property disposal policy and adjust them out of inventory. File the sorted inventory reports, of detailed inventory items, and any related adjustment sheets along with the original physical count sheets on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

- 2.5 **Capital Assets** - Update the detailed schedule of fixed assets with any additions and deletions and reconcile to the general ledger balances. See procedure INV103 FIXED ASSET CONTROL for more detail.

Other Assets - Other assets include utility deposits and other deposits, prepaid expense, and etc. These should all be identified and documented. For example, a listing of active utility deposits should be compared to the General Ledger. Variances should be researched and corrections documented. Listing and reconciliation should be maintained on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

3.0 **BALANCE SHEET: LIABILITIES AND NET ASSETS (EQUITY)**

- 3.1 Liabilities are shown as the amount to be paid in the subsequent period.

- 3.2 **Accounts Payable** – Accounts Payable accruals are only recorded during the fiscal year-end closing process. A detailed accounts payable report should be reconciled to the general ledger before fiscal year-end closing is complete. This is generally completed 2 to 3 months after the year-end to ensure that all vendor invoices relating to services and merchandise purchased have been received and entered.

Compare all month-end vendor statements to balances per accounts payable and investigate any differences. Complete adjustments for any unrecorded liabilities such as work started prior to year-end, but not yet billed by the supplier. Retain a complete copy of the accounts payable detail, along with any reconciling adjustments, and reconciliation on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

- 3.3 **Accrued Expenses** - Review accruals for sales tax, payroll, payroll tax, payroll deductions payable, interest expense on short-term borrowings and long-term debt. Determine the cost of tax and legal services through year-end and record. Retain a complete copy of the accrued expense detail, along with any reconciling adjustments, and reconciliation on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

- 3.3 **Debt** - Verify recorded accuracy of debt by ensuring the general ledger balances agree to year-end statements from lending institutions. Save all year-end statements on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

- 4.3 **Contingent Liabilities and Commitments** - Prepare a schedule of any outstanding litigation and possible losses. Prepare a schedule of all long-term rental agreements with amounts due by year for the next five years. Retain these schedules on-site until the fiscal year-end closing occurs and annual

audit complete. See separate document retention policies for continued retention periods and destruction dates.

- 5.3 **Net Assets (Equity)** - Record any changes in restricted net asset reserves. Classify governmental net assets according to required classification (i.e. non-spendable, restricted, committed, assigned or unassigned). Classify net assets for proprietary funds according to restriction. Maintain schedule of classifications. Retain these schedules on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

4.0 REVENUES

- 4.1 **Revenues** – There are a variety of detailed revenue reports, including ACH notifications, utility billing, state revenue reports, franchise and tax reports for daily, monthly, and yearly intervals that will be used to record revenue transactions.
- 4.2 Additionally, the Accounting Division will periodically review revenue trends. Major operating fund revenues will be reviewed on a monthly basis. Other revenues will be reviewed at least quarterly. This review will look for patterns, new trends, seasonal variances, or other variations that may indicate change in revenue collection. This analysis will utilize a variety of source documentation shown in 4.1 and other source analysis documentation such as, utility consumption statistical analysis, other utility reports, property appraiser information, building permit activity reports, state revenue analysis reports, and utility provider reports.
- 4.3 The Accounting Division will analytically review revenues reports and explain significant variances on the monthly finance report. These reports will be published on the City's web site.

5.0 EXPENSES

- 5.1 **Operating expense** - All City departments will review each expense total monthly by comparing to expense total from the year before and budgets. Departments will explain any significant unusual variances to the Finance Director by the 15th of the following month. These reports will be maintained by the Accounting Division on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

Some expense items are directly related to asset or liability accounts and can be reconciled in conjunction with the related balance sheet account. Retain these schedules on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates

The accounts payable analysis will review all expenditures for legal services and personal services at calendar year end and perform required 1099 reporting for vendors. Retain these schedules on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates

- 5.2 **Cost of Goods Sold** – The Golf Course will prepare a detailed report of cost of sales and analyzed in relation to sales and to prior periods. Also analyze the ratios (see 6.0 FINANCIAL RATIO ANALYSIS below) in relation to inventory levels (i.e. inventory turnover). Investigate any unusual variances.
- 5.3 **Payroll** - At calendar year-end, the various payroll expense accounts should agree to total gross payroll per payroll reports. Account for all deductions for W-3 reported to the Social Security Administration, as well as FICA and other taxes reported accordingly. At fiscal year-end payroll

expenses and accruals should be reconciled to the General Ledger. Additionally pension contributions must be reviewed for final true-up payments. The Accounting division along with the Payroll analyst will perform these review and related reconciliations. Retain these schedules on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

- 5.4 **Bad Debt Expense** – A listing of all accounts written off during the fiscal year will be maintained by Customer Service (utility accounts) or the Accounting Division (other accounts receivable). All account write offs require City Council approval. Annually at fiscal year-end the Accounting Division will analysis the allowance for uncollectible accounts and adjust accordingly. All write-off listings will be maintained on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.
- 5.5 **Interest Expense** – The Accounting Division will prepare a schedule of interest expense by source and reconcile amounts to short-term borrowings and long-term debt. All interest expense schedules will be maintained on-site until the fiscal year-end closing occurs and annual audit complete. See separate document retention policies for continued retention periods and destruction dates.

6.0 FINANCIAL RATIO ANALYSIS

- 6.1 **Inventory Turnover Ratio.** The Golf Course management will prepare a monthly inventory turnover ratio analysis. Inventory Turnover ratio identifies inventory productivity. Higher inventory turns can lead to higher profits and is a key indicator.

= Cost of Goods Sold / Average Inventories

- 6.2 **Accounts Receivable (AR) Turnover Ratio** identifies one element of cash flow productivity. Higher AR turns means more cash is available to meet expenses as a function of revenue. Low AR turns may require additional cash from the AR.

= Sales / Average Accounts Receivable.

Where Average Accounts Receivable =

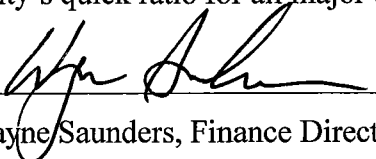
(Beginning Accounts Receivable + Ending Accounts Receivable) / 2

The Golf Course management will prepare a monthly AR turnover ratio. The Accounting Division will prepare a monthly AR turnover ratio for Utility accounts receivable.

- 6.3 **Quick Ratio** identifies the City's ability to meet its short-term financial obligations. The quick ratio subtracts inventory from current assets because inventory can be difficult to liquidate quickly. Creditors will use this ratio to understand a company's ability to pay off debt quickly, under the worst possible conditions. This ratio should equal 1.0 or greater. A higher quick ratio can translate into a better credit rating. Ratios below 1.0 indicate a company in poor economic health.

= (Total Current Assets - Inventory) / Total Current Liabilities

Quarterly the Accounting division will calculate the City's quick ratio for all major operating funds.


Wayne Saunders, Finance Director

Revision History:

Revision	Date	Description of changes	Requested By
0	07/01/2013	Initial Release	S. Gurnee
1	09/20/2013	Revision to include section 5.4	S. Gurnee

[This page intentionally left blank]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C18) Approval of Proportionate Fair-Share Agreement for Woodspring Suites Site Plan - Case No. 21-80000013

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure, 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Proportionate Fair-Share Agreement for Woodspring Suites Site Plan - Case No. 21-80000013, subject to review and approval by Volusia County; authorize the City Manager to accept modifications requested by the County; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Woodspring Suites hotel is proposed to be located at 5840 Journey's End Way (see location map below). The proposed Proportionate Fair-Share Agreement has been prepared in conjunction with the site plan for the development of a 122-room ($\pm 50,032$ sq.ft.) hotel on approximately 3.11 acres, along with associated on-site and off-site improvements. The Transportation Impact Analysis (TIA) completed by Traffic Engineering Data Solutions, Inc., anticipates impact on Taylor Branch Road, Taylor Road, and Williamson Boulevard upon completion of the development. The TIA was prepared according to the City of Port Orange's adopted guidelines and was reviewed and approved by the City of Port Orange.

Based on the TIA prepared, the property owner (Port Orange Stow A Way, LLC), is required to make a \$222,623.12 fair-share mitigation payment for the 65 PM peak hour trips generated per day from the development. The Proportionate Fair-Share Agreement is to document the number of vested trips being used by the proposed development and to mitigate the impact of the new traffic generated from the development. The property owner's fair-share mitigation payment includes payment to the City of Port Orange and Volusia County: 1) payment towards the completed City of Port Orange Summer Trees Road project; 2) payment towards the completed City of Port Orange Devon/Taylor project; and 3) payment to Volusia County for impacts to Williamson Boulevard and Taylor Branch Road. The Concurrency and Fair-Share Agreement has been executed by the property owner and is attached for review. Due to the impact of the project involving both the City of Port Orange and Volusia County, the agreement is required to be approved by the County as well as the City. Once approved by the City, the agreement and supporting documents will be forwarded to the County for review and final approval. It is anticipated to go before the County Council in February 2022.



Project No.: N/A

Funding Account No.: N/A

Presenter: Tim Burman, Penelope Cruz

ATTACHMENTS:

1.	Woodspring PFSA County Approved form	Woodspring PFSA County Approved form.pdf
----	--------------------------------------	--

Penelope Cruz
Tim Burman
Robin Hayes
Shannon Balmer
Wayne Clark

Created/Initiated - 12/27/2021
Approved - 12/28/2021
Approved - 12/28/2021
Approved - 1/6/2022
Approved - 1/6/2022

**WOODSPRING SUITES
PROPORTIONATE FAIR SHARE AGREEMENT**

THIS AGREEMENT is entered into by and between the following entities: **Port Orange Stow A Way, LLC**, a Florida limited liability company whose address is 3340 SE Federal HWY, #286, Stuart, Florida 34997, ("Developer"); **City of Port Orange, Florida**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 ("City"); and the **County of Volusia**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720.

WHEREAS, Developer is the owner of Three and Eleven-tenths (± 3.11) acres of land generally located at 5840 Journey's End Way in Port Orange, Florida, otherwise identified as Parcel Identification Numbers 6320-23-00-0010, (the "Property") as shown in **Exhibit A**; and

WHEREAS, the Property has undergone site plan review by City of Port Orange to authorize the construction of a multi-family apartment complex known as Woodspring Suites ("Project"); and

WHEREAS, in connection with the site plan review, a traffic impact analysis ("TIA") of the existing road network in the vicinity of the Project was performed on behalf of the Developer on October 8, 2021, in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the TIA indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and;

WHEREAS, Florida Statutes § 163.3180(5)(h) (2020) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlog failures from the requirement for proportionate fair share payment; and

WHEREAS, through the TIA, certain traffic impacts were identified in the area of the development ("Impact Area") and payment for such site related improvements are set forth in this Agreement; and

WHEREAS, Traffic Engineering Data Solutions, Inc., in a written memorandum, calculated a proportionate fair share for the total buildout Project offsite traffic improvements based upon a maximum buildout of a One Hundred Twenty-two (122) room ($\pm 50,032$ sq.ft.) hotel; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and with the intent to be legally bound and to bind their successors and

assigns, the Developer and County do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Roadway Improvements. Developer shall take or shall cause to be taken the following actions to address roadway improvements identified by the City and County as a result of the impacts by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with Chapters 4 and 21 of the City's Land Development Code and Section 72 of the County's Land Development Code:

(a) Proportionate Fair Share. For purposes of this Agreement, the amount of \$222,623.12 referred to herein as "Proportionate Fair Share" as calculated in **Exhibits B and C**, attached hereto and made apart hereof by reference. The Proportionate Fair Share shall be paid as follows: 1) \$215,140.12 shall be paid to the County, as set forth in Exhibit B, and 2) \$7,483.00 shall be paid to the City, as set forth in Exhibit C, prior to the issuance of a final site plan approval letter by the City of Port Orange. Once payment is made, the Developer agrees to waive the right to request a return of the Proportionate Fair Share payment. Nothing contained herein shall be deemed to waive the requirements for site plan approval or an issuance of a concurrency certificate under the City of Port Orange's Land Development Code. If Developer does not pay the Proportionate Fair Share within one year of the date of the execution of this Agreement by all parties hereto, then the Proportionate Fair Share shall be revised based on the applicable Florida Department of Transportation published inflationary rate. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the City and County, as applicable. Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Proportionate Fair Share to the extent that Developer would be entitled to receive such credits. Subsequent to payments received by the City and County, Developer shall be entitled to County thoroughfare road impact fee credits against the payment of the Proportionate Fair Share to the County. County impact fee credits issued as detailed in **Exhibit D**. For purposes of road impact fee credits against the payment of the Proportionate Fair Share to the City, Developer specifically waives Developer's right to claim any and all City road impact fee credits, except as such credits may be due pursuant to Section 11, Article II, Chapter 21 of the Land Development Code, City of Port Orange, Florida.

(b) County's Application of Proportionate Share. The parties intend that the County will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Owner acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

(c) City's Application of Proportionate Share. The parties intend that the City will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

3. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other development or building related fees including impact fees, or such other fees as may be prescribed by law.
4. Timing. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the County of Volusia or the City of Port Orange, whichever jurisdiction shall govern said improvements.
5. Effective Date. The effective date this Agreement shall be the last date upon which the County executes this Agreement.
6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
7. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.
8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

Witness 1

Jeffrey S. Brower, County Chair

Print Name of Witness 1

Attest

Witness 2

By: _____

Print Name of Witness 2

George Recktenwald, County Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

Russ Brown, Assist County Attorney

Date: _____

Signed, sealed and delivered in the presence of: **CITY OF PORT ORANGE
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

Witness 2

Print Name of Witness 2

By: _____
Donald O. Burnette, Mayor

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022 by Donald O. Burnette and Robin L. Fenwick, Mayor and City Clerk, respectively, of City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Printed Name:

Commission No. _____

Approved as to form by:

Shannon K. Balmer, Assistant City Attorney

Signed, sealed and delivered in the presence of:

PORT ORANGE STOW A WAY, LLC, a
Florida limited liability company

By: _____
Todd C. Marshall, Manager Member

Printed Name of Witness 1

Date: _____

Printed Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2022, by Todd C. Marshall, Manager Member of **PORT ORANGE STOW A WAY, LLC**, a Florida limited liability company referred to in this agreement as “Owner or Developer,” who is personally known or produced identification.

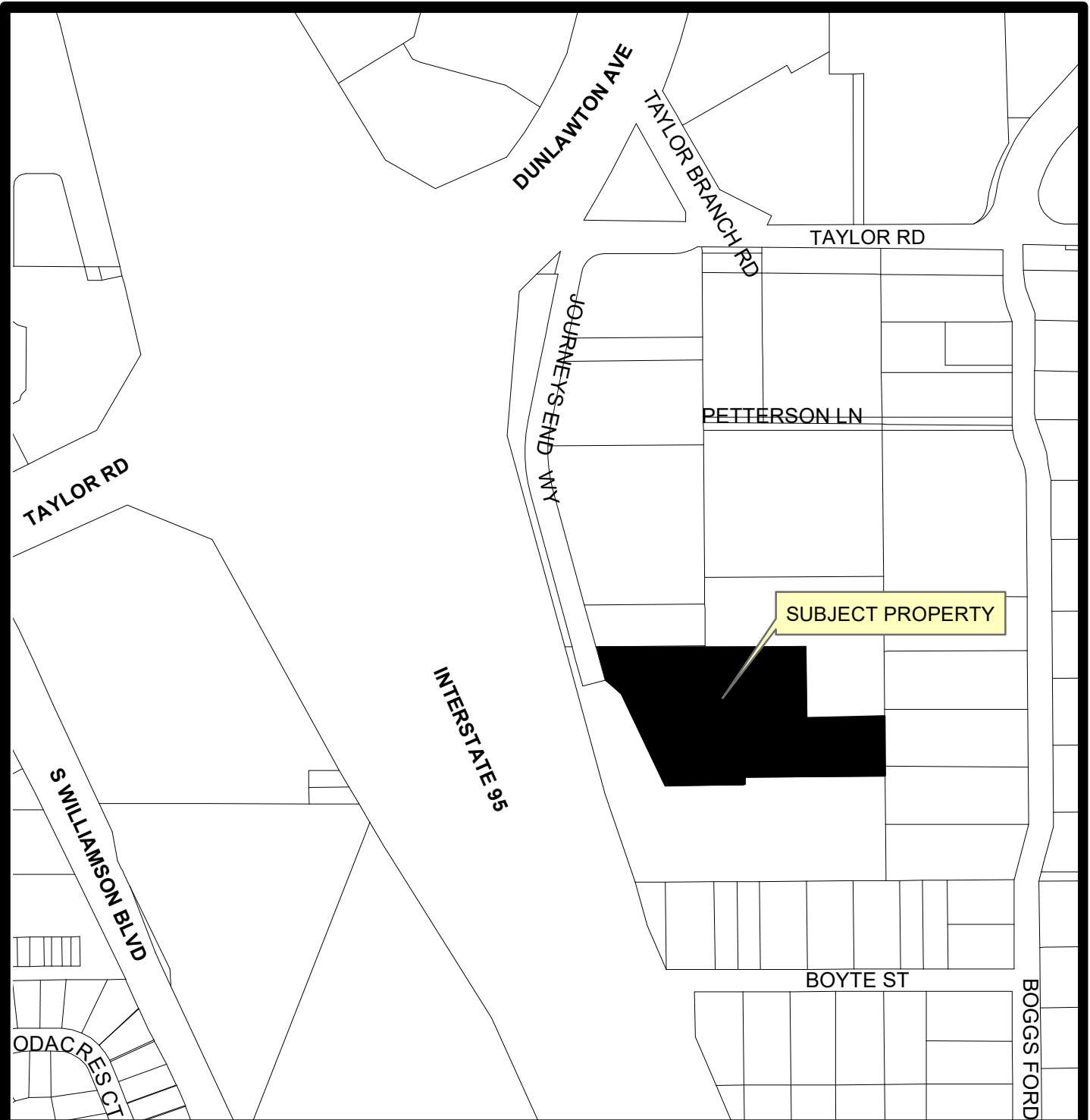
Notary Public_____

Printed Name: _____

Commission No. _____

Exhibit A

LOT 1 JOURNEYS END SOUTH ACCORDING TO MAP OR PLAT THEREOF IN MAP BOOK 59
PAGES 133-136, PUBLIC RECORDS, VOLUSIA COUNTY, FLORIDA



LOCATION MAP
WOODSPRING SUITES
CASE NO. 21-80000013

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT

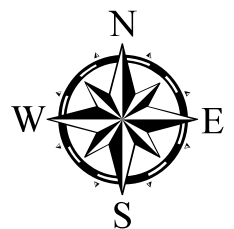


Exhibit B

Proportionate Fair Share Calculation for Volusia County

Volusia County Proportionate Share Determination													
Roadway	Segment		FDOT Cost per Lane Mile	Estimated Lane Length (mile)	Improvement	Segment Improvement Costs	Additional Costs	Cost + Preliminary Engineering & CEI (25%)	Project Volume	Unimproved Lane Group Capacity	Improved Lane Capacity	Project Share	Proportionate Share
	From	To							(a)	(b)	(c)	(d)=a/(c-b)	
Taylor Branch Rd.	Dunlawton Ave.	Journey's End Dr.	Volusia County	0.07	Widen from 2 to 3 lanes (urban)	-		\$ 1,096,226.42	39	1,020	2,000	3.98%	\$ 43,625.34
	Journey's End Dr.	Yorktowne Blvd.	Volusia County	0.12	Widen from 2 to 3 lanes (urban)	-		\$ 1,879,245.28	26	1,020	2,000	2.65%	\$ 49,857.53
	Yorktowne Blvd.	Clyde Morris Blvd.	Volusia County	0.34	Widen from 2 to 3 lanes (urban)	-		\$ 5,324,528.30	11	1,020	2,000	1.12%	\$ 59,765.11
Williamson Blvd.	Beville Rd.	Madeline Ave.	Volusia County	1.70	Widen from 2 to 4 lanes (rural)	-		\$ 6,700,000.00	1	1,540	3,410	0.05%	\$ 3,582.89
	Madeline Ave.	Willow Run Blvd.	Volusia County	0.81	Widen from 2 to 4 lanes (rural)	\$ 7,083,000.00		\$ 7,171,537.50	3	1,540	3,410	0.16%	\$ 11,505.14
	Willow Run Blvd.	Town West Blvd.	Volusia County	0.85	Widen from 2 to 4 lanes (rural)	\$ 7,083,000.00	\$ 10,000,000.00	\$ 20,025,687.50	3	1,540	3,410	0.16%	\$ 32,126.77
	Town West Blvd.	North Pavilion Drwy	Volusia County	0.62	Widen from 2 to 4 lanes (rural)	\$ 7,083,000.00		\$ 5,489,325.00	5	1,540	3,410	0.27%	\$ 14,677.34
Segment PS Subtotal:													\$ 215,140.12



Exhibit C – Proportionate Fair Share Calculation for City of Port Orange

Traffic Impact Analysis

Development Name:	Woodspring Suites
City Case No.:	21-800000013
TIA Report Date:	October 8, 2021
TIA Prepared by (Firm):	Traffic Engineering Data Solutions, Inc.
Estimated Date of Impact:	2023

Contribution Calculations: Adjusted October 8, 2021

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Contribution Without Multiplier ^[3]	Contribution with Multiplier* ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	2/860	0.23%	\$7,251	\$7,251
Devon/Taylor OR Book 6145 Page 3697	N/A	N/A	\$68,305	3/871	0.34%	\$232	\$232
*Financial Guarantee Multiplier	1.1	1.1	1.0				

Total Fair-Share Contribution	Port Orange FSP- \$ 7,483
--------------------------------------	----------------------------------

Fair Share Projects Dunlawton/Taylor at I-95(PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVR CF 5709/4736) are completed or fully funded.

[1]City Project Participant - *Eligible for City trans. impact fee credits*

[2]Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Volusia County owned or maintained segments of Williamson Blvd., Taylor Rd., and Intersections per the TIA. The impacts resulting from this project will be mitigated by the developer by making a mitigation payment to Volusia County for the impacts to the Volusia County roads

[3] Rounded up to nearest whole dollar

[4] Project estimate cost per TEDs, Inc. – October 8, 2021

Planning Review: _____ Date _____

Finance Review: _____ Date _____

Exhibit C (Continued) – Proportionate Fair Share Calculation for City of Port Orange

Development Data:

Development Name:	Woodspring Suites
Site Address:	5840 Journeys End Way
City Case No.	21-80000013
Zoning District	Journeys End PCD (Planned Commercial Development)
TIA Report Date	October 8, 2021
TIA Prepared by:	Sergio E. Narea, P.E.
Name of Firm:	Traffic Engineering Data Solutions, Inc.
Est. Date of Impact	2023

Developer:

Corporate Entity	Southern Hospitality Management & Development, Inc.
Contact Person	Nikesh Shah, President
Mailing Address:	11409 Marbella Palms Ct., Orlando, FL 32836

Land Owner:

Corporate Entity	Port Orange Stow A Way, LLC
Contact Person	Todd C. Marshall, Managing Member
Mailing Address:	3340 SE Federal Highway #286, Stuart, FL 34997

Real Property

Total Acreage:	+/- 3.11 acres
Parcel Number(s):	6320-23-00-0010
Legal Description	Legible real property legal description and sketch attached as EXHIBIT A

Exhibit D

Volusia County Impact Fee Credit Instructions

EXHIBIT D



REQUIREMENTS FOR PROPORTIONATE FAIR SHARE PAYMENTS & COUNTY TRANSPORTATION IMPACT FEE CREDIT PROCESS

To make a Proportionate Fair Share (PFS) payment to Volusia County, please submit:

1. **PFS Calculation:** The applicant shall submit the city and/or county approved PFS calculation based on the city and/or county approved TIA.
2. **PFS development agreement:** The project's recorded development agreement, including PFS calculation and any other documentation supporting the PFS amount, must accompany the PFS payment to the county. This serves as notification to the county that the city has officially approved the PFS amount and allows the respective PFS payment to be paid to the county. The developer making the PFS payment to the county would then be eligible to receive county impact fee credits. *If the city requires the county to be a party to the PFS or development agreement, please contact the County Engineer (386-736-5967). Following the city's approval, allow adequate time for preparation and scheduling of the County Council agenda item.*
3. **PFS check:** Checks can be addressed to: "County of Volusia." In return, a receipt will be provided. County staff will confirm that the check has an approved PFS amount based upon the recorded development agreement's required PFS. PFS checks should be sent to the address below:

Attn: Melissa Winsett
Volusia County Traffic Engineering
123 West Indiana Avenue, Room 402
Deland, FL 32720-4262

To Obtain Impact Fee Credits for PFS Payment or Constructed Mitigation Improvement:

1. **Establish an Impact Fee Credit Account:** After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Scott Carraro, scarraro@volusia.org, (386) 736-5967. Please allow 5-7 business days.

For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:

- Copy of your PFS check and receipt.
- Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:

- Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted.
- Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

****Note:** Your Transportation Impact Fee Credit Account is like a bank account. On the form, the "List of Person(s) authorized to sign for this account" will be the individuals authorized to make withdrawals from the respective Transportation Impact Fee Credit Account.

2. **Allow Staff to Process Information and Make Deposit:** The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant. Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). GRM (Staff Contact: Beth Branton) will not accept executed forms from anyone other than Engineering & Construction. GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer impact fee credits. Please be aware that the county auditor audits transportation impact fee credit files.

For questions regarding PFS calculations, please contact Melissa Winsett at (386) 736-5968, ext. 12322, mwinsett@volusia.org.

For questions regarding Impact Fee Credit Registration, please contact Scott Carraro at (386) 736-5967, ext. 12287, scarraro@volusia.org.



VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Growth and Resource Management Department
Permit Center www.volusia.org/permitcenter
123 West Indiana Avenue, Room 203
DeLand, FL 32720-4804

TELEPHONE: DeLand (386) 736-5924, ext. 2087
Daytona Beach (386) 257-6000, ext. 2087
New Smyrna Beach (386) 423-3300, ext. 2087
FAX: (386) 943-7096 E-MAIL: permitctr@co.volusia.fl.us

Collection Zone _____ I P Account Number _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT/PROPERTY OWNER:

Name _____ E-Mail Address _____
Business Name _____
Mailing Address _____
City _____ State _____ Zip _____
Telephone Number _____ Fax Number _____

Answer the following questions on the subject property:

1. **Physical Address:**

City:

The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** _____ - _____ - _____ - _____
_____ - _____ - _____ - _____
_____ - _____ - _____ - _____

3. **List of Person(s) authorized to sign for this account:**

Printed Name _____	Signature _____
Printed Name _____	Signature _____
Printed Name _____	Signature _____

Signature of Applicant/Property Owner: _____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: \$ _____

Proportionate Fair Share Payment: Yes ____ No ____

Additional Details: _____

Approved by (signature) _____

Tadd Kasbeer, P.E., County Engineer
Title _____

Date _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: Yes

SUBJECT: (C19) Approval of Interlocal Agreement for Regional Opioid Settlement Fund Plan

DEPARTMENT: City Attorney

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the interlocal agreement, authorize the Mayor to execute the interlocal agreement on behalf of the City, and authorize the City Manager to appoint the City's representative to the Opioid Abatement Funding Advisory Board.

SUMMARY: The City of Port Orange is part of a class action suit brought by local governments across the nation against opioid manufacturers who knowingly contributed to the opioid crisis (known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number 1:17-MD-2804). As a result of this litigation, multiple defendants have begun to negotiate settlements and the Attorney General for the State of Florida (hereinafter "Attorney General") anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement. The Attorney General proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This MOU with the State was approved by City Council by adoption of Resolution No. 21-26. The MOU, as currently drafted, divides settlement funds into three portions designated as City/County, Regional and State funds. The State MOU sets forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. Local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU. Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County and currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system.

The State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement between Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County. Historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries. This interlocal agreement also provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's abatement plan and funding considerations consistent with the abatement plan and State MOU.

Project No.: N/A

Funding Account No.: N/A

Presenter: Matthew Jones

ATTACHMENTS:

1.	Interlocal Agreement - Opioid Settlement	Interlocal Agreement - Opioid settlement-rev.pdf
----	--	--

Matthew Jones	Created/Initiated - 12/17/2021
Matthew Jones	Approved - 12/17/2021
Manuel Marino	Approved - 12/27/2021
Joe Wulfing	Approved - 1/3/2022
Linda Truitt	Approved - 1/3/2022
Robin Hayes	Approved - 1/3/2022
Matthew Jones	Approved - 1/3/2022
Wayne Clark	Approved - 1/4/2022
Robin Fenwick	Final Approval - 1/5/2022

INTERLOCAL AGREEMENT GOVERNING USE OF VOLUSIA COUNTY
REGIONAL OPIOID SETTLEMENT FUNDS

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this _____ day of _____ 2021, by and between Volusia County, a political subdivision of the State of Florida, hereinafter referred to as the "County," and the City of Daytona Beach, the City of Daytona Beach Shores, the City of DeBary, the City of DeLand, the City of Deltona, the City of Edgewater, the City of Holly Hill, the City of Lake Helen, the City of New Smyrna Beach, the City of Oak Hill; the City of Orange City; the City of Ormond Beach; the Town of Pierson; the Town of Ponce-Inlet; the City of Port Orange; and the City of South Daytona; hereinafter referred to as the "Cities."

WHEREAS, a local, state and national crisis arose as a result of the manufacture, distribution and over-prescribing of opioid analgesics ("opioids") and resulted in opioid overdoses and addictions throughout municipalities, counties, states and the nation; and

WHEREAS, Volusia County and the municipalities therein are not immune from this nationwide crisis; an

WHEREAS, in April of 2021, a collaborative working group known as the Volusia County Opioid Task Force, hereinafter "Opioid Task Force", consisting of various knowledgeable staff of the local government entities assembled in response to the alarming increase in opioid related drug misuse and opioid-related deaths within the geographic boundaries of Volusia County; and

WHEREAS, the Opioid Task Force will continue to provide local governments with relevant information on the opioid national crises as well as information and analysis on the

nature, extent, and problems in Volusia County and on opioid-related programs consistent with the State MOU; and

WHEREAS, the crisis has caused and is causing an undue strain on local government finances to implement programing to combat the opioid epidemic, to mitigate the harmful effects of the opioid epidemic in the community, and to increase educational campaigns to counteract misinformation about the addictive nature and harmful effects of opioids; and

WHEREAS, the opioid crisis is as pronounced within Volusia County and within certain municipalities within Volusia County as it was throughout most of the harder hit areas in the state of Florida and in the United States and despite the resources expended on combatting the epidemic, the opioid epidemic continues to impact the local community; and

WHEREAS, as a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, hereinafter referred to as the "defendants", to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts; and

WHEREAS, four governmental entities in Volusia County deemed the opioid crisis significant enough to secure litigation counsel and individually elect to file suit against the defendants to wit: Deltona, Daytona Beach, Ormond Beach, and Daytona Beach Shores, (hereinafter referred to as the "MDL Cities") and the County; and

WHEREAS, the lawsuits filed by the MDL Cities and the County were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as

the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number I : 17-MD-2804; and

WHEREAS, as a result of this litigation, multiple defendants have begun to negotiate settlements; and

WHEREAS, the Attorney General for the State of Florida (hereinafter "Attorney General") anticipates that Settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement, and not directly to the MDL Cities and County, despite their position as party plaintiffs; and

WHEREAS, the Attorney General has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. This agreement (hereinafter referred to as the "State MOU"), as currently drafted, divides settlement funds into three portions designated as City County, Regional and State funds; and

WHEREAS, it is anticipated that the State MOU will set forth the amount and manner of distribution of City/County and Regional Settlement funds within Florida, the requirements to receive and manage Regional funds, and the purposes for which Regional funds may be used. The approved uses in the State MOU for which Regional funds may be used are attached as Exhibit A; and

WHEREAS, the parties recognize that local control over Regional Settlement funds is in the best interest of all persons within the geographic boundaries of Volusia County and ensures that Settlement funds are available and used to address opioid-related impacts within Volusia County and are, therefore, committed to the County qualifying as a "Qualified County" and thereby receiving Regional funds pursuant to the State MOU; and

WHEREAS, Volusia County is currently providing or contracting to provide substance abuse, prevention, recovery, and/or treatment services to the citizens in Volusia County; and

WHEREAS, Volusia County currently has programs and policies for abatement of opioid and other substance abuse, prevention, recovery, or treatment services that may be enhanced or supplemented, including, but not limited to: carrying of Narcan by law enforcement officers, first responders, and corrections officers; pro-active support systems such as educational materials and services to reach at-risk individuals identified through historical opioid events and historical locations of events; as well as intervention for individuals suffering from opioid abuse in the criminal justice system; and

WHEREAS, the State MOU requires that in order for Volusia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Volusia County and Municipalities, as defined in the MOU, with combined population exceeding 50% of the total population of the Municipalities within Volusia County, with the term "Municipalities" being defined for the purpose in this Agreement as those municipalities with a population of 10,000 or more as required by the State MOU; or with population less than 10,000 who were party plaintiffs; population for purposes of the MOU is determined by specific Census data; and

WHEREAS, historically, government-funded programming geared toward abating the opioid crisis has been data driven based upon community impacts without regard to governmental jurisdictional boundaries; and

WHEREAS, this interlocal provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Volusia County's

abatement plan and funding considerations consistent with the abatement plan and State MOU;
and

WHEREAS, the parties recognize that it is in the best interest of the County and the Cities to enter into this interlocal agreement to ensure Volusia County is a "Qualified County" to receive Regional Funding pursuant to the State MOU.

NOW, THEREFORE, in consideration of the covenants herein contained, and other good and valuable consideration, the parties agree as follows:

Section 1. DEFINITIONS

- A. Unless otherwise defined herein, all defined terms in the State MOU are incorporated herein and shall have the same meanings as in the State MOU.
- B. "Volusia County Regional Funding" shall mean the amount of the Regional Funding paid to Volusia County in its role as a Qualified County.

Section 2. CONDITIONS PRECEDENT

This Agreement shall become effective on the Commencement Date set forth in Section 4, so long as the following conditions precedent have been satisfied:

- A. Execution of this Agreement by the County and the governing bodies of the municipalities as required by the State MOU to enable Volusia County to become a Qualified County and directly receive Volusia County Regional Funding; and
- B. Execution of all documents necessary to effectuate the State MOU in its final form;
and
- C. Volusia County being determined by the State of Florida to qualify as a "Qualified County" to receive Regional Funding under the State MOU; and

- D. Filing of this Agreement with the Clerk of the Circuit Court for Volusia County as required by Florida Statutes, Section 163.01.

Section 3. EXECUTION

This Agreement may be signed in counterparts by the parties hereto.

Section 4. TERM

The term of this Agreement and the obligations hereunder commences upon the satisfaction of all conditions precedent, runs concurrently with the State MOU, and will continue until one (1) year after the expenditure of all Volusia County Regional Funding, unless otherwise terminated in accordance with the provisions of the State MOU. Obligations under this Agreement which by their nature should survive, including, but not limited to any and all obligations relating to record retention, audit, and indemnification will remain in effect after termination or expiration of this Agreement.

Section 5. BOARD

- A. Volusia County Regional Funding will be used in accordance with the requirements of the State MOU, and guidelines set forth by a board established by this Interlocal Agreement (hereinafter referred to as the "Opioid Abatement Funding Advisory Board" or "Advisory Board"), which will include utilizing information, data, and projections provided by the Opioid Taskforce.
- i. Opioid Abatement Funding Advisory Board membership shall be comprised of the following members, who should have experience with law enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

1. One member appointed by the City of Daytona Beach;
2. One member appointed by the City of Daytona Beach Shores;
3. One member appointed by the City of DeBary;
4. One member appointed by the City of DeLand;
5. One member appointed by the City of Deltona;
6. One member appointed by the City of Edgewater;
7. One member appointed by the City of Holly Hill;
8. One member appointed by the City of Lake Helen;
9. One member appointed by the City of New Smyrna Beach;
10. One member appointed by the City of Oak Hill;
11. One member appointed by the City of Orange City;
12. One member appointed by the City of Ormond Beach;
13. One member appointed by the Town of Pierson;
14. One member appointed by the Town of Ponce Inlet;
15. One member appointed by the City of Port Orange;
16. One member appointed by the City of South Daytona;
17. One member appointed by the Volusia County Council.

B. The Opioid Abatement Funding Advisory Board shall meet regularly and as often as needed to effectuate its responsibilities, but no less than semi-annually and on a schedule which allows the Opioid Task Force to provide the data compiled for and arising out of its semi-annual meeting to the Opioid Abatement Funding Advisory

Board for review and consideration. A majority of the total membership of the Opioid Abatement Funding Advisory Board constitutes a quorum.

- C. The Opioid Abatement Funding Advisory Board shall establish bylaws and an annual process which must include the following:
- a. A date certain each year by which the Opioid Abatement Funding Advisory Board must meet and review the data available from previous years, tending to evidence the local status of the opioid epidemic and the effect of abatement programming.
 - b. A member of the Advisory Board shall abstain from voting on a proposal for funding a program or service provided by that member's local government.
 - c. The Opioid Abatement Funding Advisory Board must review the programs and services of the beneficiaries of Volusia County Regional Funds to determine the outcome of such programs and services in order to hold beneficiaries accountable.
 - d. The Opioid Abatement Funding Advisory Board must annually make recommendations on funding, programs, services, and location priorities for the upcoming year(s) ("Opioid Abatement Funding Advisory Board Priority List," "Priority List," or "Abatement Plan"). County Council shall have final approval of the Abatement Plan, or any amendments thereto.
- D. The County shall perform competitive solicitations for programming and services based on the Opioid Abatement Funding Advisory Board Priority List in accordance

with the procurement process in Chapter 2 of the Code of Ordinances, County of Volusia.

- E. Volusia County Regional Funding may be used to enhance current programs or develop new programs consistent with the State MOU. Regional funding is not intended to supplant current funding sources and general funds, and staff will continue to seek funding for opioid related abatement at the levels opioid abatement programs were funded as of the effective date of this agreement.
- F. Final Review recommendations will be approved by the Opioid Abatement Funding Advisory Board, who shall present recommendations to the County Council for approval. The County Council shall approve Opioid Abatement Funding Advisory Board recommendations by a majority vote of the members present unless the County Council rejects such recommendations by a majority vote of the County Council members present. In the event of such rejection, the County Council shall determine and approve by a majority vote of the members present the expenditure of the Regional Funds in accordance with the State MOU.
- G. The Opioid Abatement Funding Advisory Board shall recommend and the County Council shall use its best efforts to fund services and programs that are available to all residents of Volusia County and shall strive to allocate funding and services in a manner that equally benefits all residents of Volusia County.

Section 6. ADMINISTRATIVE COSTS

The County is responsible for administering the "Regional Funds" remitted pursuant to the State MOU and, therefore County staff will support the Opioid Abatement Funding

Advisory Board and shall provide all support services including but not limited to legal services, as well as contract management, program monitoring, and reporting required by the State MOU and is entitled to the maximum allowable administrative fee pursuant to the State MOU. The administrative fee will be deducted annually from the amount of available Volusia County Regional Funds, and the remaining Volusia County Regional Funds will be spent as provided in the State MOU and as provided herein.

Section 7. LOCAL GOVERNMENT REPORTING REOUIREMENTS

To the extent that local governmental entity receives Volusia County Regional Funds directly from the County, any local governmental entity so receiving funds must spend such funds for Approved Purposes and must timely satisfy all reporting requirements of the MOU. Failure to comply with this provision may disqualify the local governmental entity from further direct receipt of Volusia County Regional Funds.

Section 8. NON-APPROPRIATION

This Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County official, officer or employee creates any obligation to appropriate or make monies available for the purposes of the Agreement beyond the fiscal year in which this Agreement is executed. The obligations of the County as to funding required pursuant to the Agreement are limited to an obligation in any given fiscal year to budget and appropriate from Volusia County Regional Funds annually which are designated for regional use pursuant to the terms of the State MOU. No liability shall be incurred by the County beyond the monies budgeted and available for the purpose of the Agreement. If funds are not received by the County for any or all of this Agreement for a new fiscal period, the

County is not obligated to pay or spend any sums contemplated by this Agreement beyond the portions for which funds were received and appropriated. The County agrees to promptly notify the Cities in writing of any subsequent non-appropriation, and upon such notice, this Agreement will terminate on the last day of the current fiscal year without penalty to the County and all undistributed funds will be spent for programs previously proposed by the Opioid Abatement Funding Advisory Board and adopted by the County Council.

Section 9. INDEMNIFICATION

Each City and the County shall be responsible for their respective employees' acts of negligence when such employees are acting within the scope of their employment and shall only be liable for any damages resulting from said negligence to the extent permitted by Section 768.28, Florida Statutes. Nothing herein shall be construed as a waiver of sovereign immunity, or the provisions of F.S. § 768.28, by either Party. Nothing herein shall be construed as consent by either Party to be sued by third parties for any matter arising out of this Agreement.

Section 10. SEVERABILITY

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 11. AMENDMENTS TO AGREEMENT

This Agreement may be amended, in writing, upon the express written approval of the governing bodies of all the parties.

Section 12. FILING OF AGREEMENT

This Agreement shall be filed with the Clerk of the Circuit court as provided in Section

163.01(11), Florida Statutes.

Section 13. GOVERNING LAW

The laws of the State of Florida shall govern this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof, as of the day and year first above written.

[SIGNATURE PAGES TO FOLLOW]

ATTEST:

COUNTY OF VOLUSIA, a political
subdivision of the State of Florida

George Recktenwald
County Manager

BY: _____

Jeffrey S. Brower
County Chair

DATE: _____

ATTEST:

CITY OF DAYTONA BEACH, a
Florida municipal corporation

BY: _____
Derrick Henry
Mayor

____ -

DATE: _____

ATTEST:

**CITY OF DAYTONA BEACH
SHORES,** a Florida municipal
corporation

BY: _____

____ -

Nancy Miller
Mayor

DATE: _____

ATTEST:

CITY OF DEBARY, a Florida municipal
corporation

BY: _____

Karen Chasez
Mayor

DATE: _____

ATTEST:

CITY OF DELAND, a Florida municipal
corporation

BY: _____

Robert F. Apgar
Mayor

DATE: _____

ATTEST:

CITY OF DELTONA, a Florida
municipal corporation

BY: _____

Heidi K. Herzberg
Mayor

DATE: _____

ATTEST:

CITY OF EDGEWATER, a Florida
municipal corporation

BY: _____

Michael Thomas
Mayor

DATE: _____

ATTEST:

CITY OF HOLLY HILL, a Florida
municipal corporation

BY: _____

Chris Via
Mayor

DATE: _____

ATTEST:

CITY OF LAKE HELEN, a Florida
municipal corporation

BY: _____

Cameron Lane
Mayor

DATE: _____

ATTEST:

CITY OF NEW SMYRNA BEACH, a
Florida municipal corporation

BY: _____

Russ Owen
Mayor

DATE: _____

ATTEST:

CITY OF OAK HILL, a Florida
municipal corporation

_____ BY: _____

Douglas A. Gibson
Mayor

DATE: _____

ATTEST:

CITY OF ORANGE CITY, a Florida
municipal corporation

BY: _____

Gary Blair
Mayor

DATE: _____

ATTEST:

CITY OF ORMOND BEACH, a Florida
municipal corporation

BY: _____

Bill Partington
Mayor

DATE: _____

ATTEST:

TOWN OF PIERSON, a Florida
municipal corporation

BY: _____

Samuel G.S. Bennet
Mayor

DATE: _____

ATTEST:

TOWN OF PONCE INLET, a Florida
municipal corporation

BY: _____

Gary Smith
Mayor

DATE: _____

ATTEST:

CITY OF PORT ORANGE, a Florida
municipal corporation

BY: _____

Donald O. Burnette
Mayor

DATE: _____

ATTEST:

CITY OF SOUTH DAYTONA, a
Florida municipal corporation

_____ BY: _____

William C. Hall
Mayor

DATE: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: No

SUBJECT: (G24) Second Reading - Ordinance No. 2021-28 - 2021 Comprehensive Plan Capital Improvements Element (CIE) Annual Update

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Ordinance No. 2021-28, amending the Capital Improvements Element of the City's Comprehensive Plan, in accordance with Florida Statutes.

SUMMARY: PLANNING COMMISSION ACTION 11/18/21: Recommended approval

Each year, the City is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current Capital Improvements Program (CIP). The projects copied from the FY22-27 CIP to the Capital Improvement Element are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The CIP was adopted in concept by City Council on August 3, 2021, by Resolution No. 21-31 and it was formally adopted as part of the FY22 Operating and Capital Budgets on September 22, 2021 by Resolution No. 21-46 and 21-47 respectively. The FY22-27 CIP includes various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by Council with the CIP and add them into the CIE. All of the required public facilities are at sufficient levels based on adopted Level-of-Service (LOS).

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population. The proposed amendments in Exhibit 1 are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year (FY21 – 26) to the current year CIP (FY22 – 27) the deleted prior year text is struck through and the added current year text is underlined. Text neither struck through nor underlined remains as existing text.

Project No.: N/A

Funding Account No.: N/A

Presenter: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2021-28 w/exhibit	Ord. No. 2021-28 CIE Annua].pdf
2.	Staff Report_2021 CIE Update	Staff Report_2021 CIE Update.pdf

Robin Fenwick

Created/Initiated - 12/29/2021

ORDINANCE NO. 2021-28

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE
COMPREHENSIVE PLAN CAPITAL IMPROVEMENT
ELEMENT; PROVIDING FOR THE FY2022-2027 FIVE
YEAR SCHEDULE OF CAPITAL IMPROVEMENTS AND
SUPPORTING DATA; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES AND RESOLUTIONS;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, after careful review, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding the adoption of the Five Year Schedule of Capital Improvements as set forth in the Capital Improvement Element of the Comprehensive Plan for the City of Port Orange including supporting data; and

WHEREAS, Section 163.3177(3), Florida Statutes (2021) requires the City to review the Capital Improvement Element annually, together with other elements or sub-elements that are directly related to the Five Year Schedule of Capital Improvements; and

WHEREAS, the attached documents incorporate data from the Transportation Planning Organization (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program; and

WHEREAS, the City Council has provided an opportunity to receive comments and proposals from the general public with regard to the adoption of the Five Year Schedule of Capital Improvements; and

WHEREAS, the City has determined that this ordinance may be published in accordance with Section 166.041(3)(a), Florida Statutes (2021); and

WHEREAS, the City Council has received comments on the proposed amendment to the Comprehensive Plan; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012-30, 2013-20, 2013-25, 2014-31, 2014-32, 2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-30, 2018-36, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, 2020-39, 2021-1, 2021-14, 2021-24 and this ordinance; and including Binder No. 2, Supporting Data.

Section 2. The City Council hereby adopts an amendment setting forth the Five Year Schedule of Improvements for the Capital Improvements Element for the Comprehensive Plan City of Port Orange 2010-2025, as attached hereto as **Exhibit “1”**, and incorporated herein by this reference.

Section 3. The Community Development Director or designee is hereby authorized to transmit copies of the proposed amendment to the Capital Improvement Element of the Comprehensive Plan City of Port Orange 2010-2025 to the appropriate agencies and to any other unit of local government.

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

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

Section 6. This ordinance shall become effective 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

Annual Update to the Capital Improvements Element

~~Strikethrough~~ indicates text is to be deleted; Underline
indicates text is to be added

Please Note: No changes after page 10-23

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT

Policy Document

CHAPTER 10: CAPITAL IMPROVEMENTS ELEMENT

TABLE OF CONTENTS

CHAPTER 10: CAPITAL IMPROVEMENTS ELEMENT1

INTRODUCTION..... 2

IMPLEMENTATION..... 24

 5-YEAR SCHEDULE OF IMPROVEMENTS 24

 MONITORING AND EVALUATION 24

CONCURRENCY MANAGEMENT SYSTEM..... 26

 OVERVIEW 26

 APPLICABILITY 26

 DEPARTMENT OF COMMUNITY DEVELOPMENT 27

 CAPACITY AND LEVEL-OF-SERVICE INVENTORY 27

 CONCURRENCY ASSESSMENT..... 30

 FACILITIES REPORTING 31

GOALS, OBJECTIVES, AND POLICIES 35

 GOAL 1: CAPITAL IMPROVEMENTS..... 35

 GOAL 2: PUBLIC SCHOOL FACILITIES 41

INVENTORY OF MAPS

FIGURE 10 – 1 CAPITAL IMPROVEMENT PROJECTS

INTRODUCTION

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the Capital Improvements Element (CIE) and the Capital Improvements Schedule (Schedule) is to identify the capital improvements that are needed to implement the Comprehensive Plan and ensure that the adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities.

The 2005 Growth Management Act requires the Schedule to be financially feasible. As defined by Chapter 163.3164(32) F.S., in order for a Schedule to be financially feasible it must demonstrate that sufficient revenues are currently available or will be available from committed funding sources for the first 3 years, or will be available from committed or planned funding sources for years 4 and 5. These revenues must be adequate to fund the projected costs of the capital improvements identified in the comprehensive plan necessary to ensure that adopted LOS standards are achieved and maintained within the period covered by the 5-year Schedule. The requirement that LOS standards be achieved and maintained does not apply if the proportionate-share process set forth in Chapter 163.3180(12) and (16), F.S., is used.

This Element, intended to demonstrate the financial feasibility of the City of Port Orange's Comprehensive Plan, commences in the fiscal year ~~2020/21~~2021/22 and identifies potential projects for the initial five-year planning period. Individual Capital Improvement needs identified in this Element are, for the most part, those improvements which cost \$25,000 or more and are generally non-recurring purchase items. The capital improvements identified in the other Elements of this Comprehensive Plan are listed with a brief description in Table 1 along with their estimated cost, funding source, and projected year of expenditure. The improvements are listed by type of service, related to the various Elements of the Comprehensive Plan. The Capital Improvements Element addresses existing and future capital improvements needed for at least the first five fiscal years after the adoption of the comprehensive plan. Therefore, Table 1 lists improvements identified for the years ~~2021-2026~~2022-2027.

The capital improvements projects listed in Table 1 are not inclusive of all anticipated capital expenditures by the City during the designated time period. For the most part, the list of improvements has been limited to the capital projects required to meet or maintain adopted LOS standards or implement the Goals, Objectives, and Policies of the Comprehensive Plan. Improvements on a smaller scale (generally under \$25,000 in cost) are outlined in the City's five-year Capital Improvement Program and annual budget as they are needed over time.

CAPITAL IMPROVEMENTS ELEMENT

TABLE 1
CAPITAL IMPROVEMENTS SCHEDULE

Project #	Description	FY 20- 21-22	FY 21- 22-23	FY 22- 23-24	FY 23- 24-25	FY 24- 25-26	FY 25- 26-27	Total
WATER								
029408	Water System Replacement/ Upsizing	2,000,000 1,000,000	600,000 1,000,000	400,000 600,000	400,000	500,000 400,000	500,000	4,400,000 3,900,000
	Water/Sewer Operating 401	1,200,000 200,000	200,000	200,000	200,000	200,000	200,000	2,200,000 1,200,000
	Water/Sewer R&R 403	400,000	400,000	200,000 400,000	200,000	300,000 200,000	300,000	1,800,000 1,900,000
	Water Impact Fee 405	400,000	400,000		-	-		800,000 400,000
	Total	2,000,000 1,000,000	600,000 1,000,000	400,000 600,000	400,000	500,000 400,000	500,000	4,400,000 3,900,000
Planned replacement of undersized galvanized steel piping in older sections of the city and peninsula area. Target areas to be accomplished based on current priorities. <u>This project will improve water quality and fire flow.</u> (Consistent w/ Comp Plan: Pot. Water, Policy 1.1, 2.6 and 2.7)								
029409 A	Water System Extensions/ Upsizing	50,000	50,000	50,000	50,000	50,000	50,000	300,000 250,000
	Water Impact Fee 405	50,000	50,000	50,000	50,000	50,000	50,000	300,000 250,000
	Total	50,000	50,000	50,000	50,000	50,000	50,000	300,000 250,000
Provide water service to existing residential areas not presently served by the City and provide for greater system redundancy and looping. Additional water main installations that serve to reinforce the distribution system to eliminate or avoid areas of substandard water pressure. (Consistent w/ Comp Plan: Pot. Water, Policy 2.2, 2.4 and 2.5)								
039493 A	Water Treatment Plant R&R - Equipment	100,000 225,000	125,000 250,000	150,000 275,000	200,000 300,000	200,000 325,000	250,000 350,000	1,025,000 1,725,000
	Water/Sewer Operating 401	100,000 25,000	125,000 25,000	150,000 25,000	200,000 25,000	200,000 25,000	250,000 25,000	1,025,000 150,000
	Water/Sewer R&R 403	= 200,000	= 225,000	= 250,000	= 275,000	= 300,000	= 325,000	= 1,575,000
	Total	100,000 225,000	125,000 250,000	150,000 275,000	200,000 300,000	200,000 325,000	250,000 350,000	1,025,000 1,725,000
Planned improvements for On-going R&R program to maintain the City's Garnsey water Water treatment Treatment plant Plant and various wells per Table 2A Water Treatment Plant Improvements and three off-site storage/pump stations to ensure continued operation. (Consistent w/ Comp Plan: Pot. Water, Policy 1.7 and San. Swr., Policy 1.6)								
039494	Water Treatment Plant 1- Million Gallon Water Storage Tank	-	= 1,500,000	= 1,500,000	-	-	-	1,500,000
	Sewer Impact Fee 405	-	= 1,500,000	= 1,500,000	-	-	-	1,500,000
	Total	-	= 1,500,000	= 1,500,000	-	-	-	1,500,000
The water plant produces and distributes an average of 6 million gallons per day of drinking water. The plant has one water storage tank that holds 1 million gallons. The tank was constructed in 1983. There are three storage tanks located throughout the City to store a total of 4.5 million gallons of water. In order to ensure water can be produced and distributed continuously from the treatment plant, an additional storage tank needs to be constructed. It is recommended that a one million gallon tank be constructed on the property adjacent to the water plant. The City owns the property. The existing pumping equipment would be sufficient to distribute the water from the new tank. Since this is an expansion of service to our customers, water impact fee funds could be used (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
039495	Water Treatment Plant-Raw Water Main Replacement	-	= 3,000,000	= 3,000,000	-	-	-	3,000,000
	Water/Sewer R&R 403	-	= 3,000,000	= 3,000,000	-	-	-	3,000,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 21 21-22	FY 21- 22 22-23	FY 22- 23 23-24	FY 23- 24 24-25	FY 24- 25 25-26	FY 25- 26 26-27	Total
	Total	-	3,000,000	3,000,000	-	-	-	3,000,000
There is currently only one pipeline from the wellfield on Shuntz Road to the Garnsey Water Treatment Plant. This pipeline provides 80% of the well water into the treatment plant. The 30-inch diameter, 5 mile long prestressed concrete pipeline has been in service over 30 years. It is a specialty pipe that staff cannot repair in house. In fact, there are very few specialty firms that can repair this type of pipeline. Should the pipe fail, damages would be significant to the surrounding area and significantly impair the treatment plants ability to supply drinking water to the customers. This project would provide a secondary pipeline to the treatment plant to provide reliability on the system. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2)								
028812	Water Treatment Plant Supply Wells	-	10,000	20,000	20,000	20,000	20,000	90,000
	Water/Sewer R&R 403	-	10,000	20,000	20,000	20,000	20,000	90,000
	Total	-	10,000	20,000	20,000	20,000	20,000	90,000
This program is the ongoing purchase of equipment and materials to repair and/or replace the equipment upon failure. The program maintains compliance with SJRWMD and FDEP requirements for operation of a Water Treatment Plant. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
028813	Production Well Replacement	-	250,000	250,000	225,000	250,000	250,000	1,225,000
	Water/Sewer R&R 403	-	250,000	250,000	225,000	250,000	250,000	1,225,000
	Total	-	250,000	250,000	225,000	250,000	250,000	1,225,000
This project is to replace four wells that are impacting water quality due to increase salinity levels. The wells, constructed in 1973, can not be rehabilitated. This project is to replace the four wells, one per year. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
NEW	Water System Rehab - 16" Water Main River Crossing	2,000,000	180,000	-	-	-	-	2,180,000
	Water/Sewer R&R 401	180,000	-	-	-	-	-	180,000
	Water/Sewer R&R 403	2,000,000	2,000,000	-	-	-	-	2,000,000
	Total	2,000,000	180,000	-	-	-	-	2,180,000
The existing pipeline was installed in late 1980 and constructed of ductile iron pipes. The western section of the water main was installed in shallow trenches via dredging and thus are exposed to salt water. In the winter months of 2020 the pipeline had failures at two different locations, both times a hole approximately 6" x 9" was found, and repair bands were installed at both locations. This watermain is one of two mains that provide potable water and fire protection to Ponce Inlet, Daytona Beach Shores and unincorporated Wilber by the Sea. A new pipeline is needed to provide more reliability and save money on costly point repairs to the existing pipeline. (Consistent w/ Comp Plan: Pot. Water, Objectives 1 & 2, Policy 2.1)								
TOTAL - WATER		2,100,000	4,025,000	2,350,000	900,000	1,000,000	1,050,000	11,425,000
		1,275,000	3,060,000	4,195,000	995,000	1,045,000	1,170,000	11,740,000
SANITARY SEWER								
049467	Sewer System Rehab.	650,000	700,000	750,000	750,000	750,000	750,000	4,350,000
	Water/Sewer Operating 401	650,000	700,000	750,000	750,000	750,000	750,000	4,350,000
	Total	650,000	700,000	750,000	750,000	750,000	750,000	4,350,000
There are currently 110 111 lift stations in the collection system. This is an on-going repair and rehabilitation project for the sewer collection system at each lift station. The scope of work will depend upon the condition, age and capacity of the pipeline. (Consistent w/ Comp Plan: San. Swr., Policy 1.5 and 4.3)								
038964	Water Reclamation Facility R&R	500,000	850,000	900,000	950,000	1,000,000	1,050,000	5,250,000
	Water/Sewer Operating 401	50,000	50,000	50,000	50,000	50,000	50,000	300,000
	Water/Sewer R&R 403	450,000	800,000	850,000	900,000	950,000	1,000,000	4,950,000
	Total	500,000	850,000	900,000	950,000	1,000,000	1,050,000	5,250,000
		800,000	600,000	500,000	500,000	550,000	550,000	3,500,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 21 21-22	FY 21- 22 22-23	FY 22- 23 23-24	FY 23- 24 24-25	FY 24- 25 25-26	FY 25- 26 26-27	Total
Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements. <u>Repair and replacement of existing Water Reclamation Treatment Plant equipment as required in DEP Operating Permit. (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)</u>								
049468	Sewer System Rehab - Force Main River Crossing	2,000,000 3,000,000	-	-	-	-	-	2,000,000 3,000,000
Sewer Impact Fee 405		- 1,000,000	-	-	-	-	-	- 1,000,000
Future Grant Bonds		1,000,000 3,000,000						1,000,000 3,000,000
	Total	2,000,000 3,000,000	-	-	-	-	-	2,000,000 3,000,000
<u>To provide a second sewage transmission force main under the Halifax River and connecting to the existing sewer system at US 1. There is currently only 1- 20" diameter pipeline crossing under the Halifax River to provide service to Ponce Inlet, Daytona Beach Shores, and Port Orange customers east of US1 and north of Dunlawton. The pipeline was installed in 1986 and constructed of ductile iron pipe. The pipe is not very deep under the bed of the river and exposed to salt water. There is no secondary service to this area should the pipeline fail. In addition, Ponce Inlet is undertaking a septic to sewer program to increase the amount of customers in that area. This new pipeline would provide more reliability and ensure sufficient capacity for the new customers. Since this new pipeline provides redundancy and expanded capacity to the beachside area, we believe grant funding is available. Scheduled facility repair and equipment replacement of electrical and mechanical system components for the City's wastewater treatment plant per Table 2D Wastewater Treatment Plant Improvements.</u> (Consistent w/ Comp Plan: Pot. Water, Policy 1.1 and 2.6 along with San. Swr, Policy 1.6)								
038972	Water Reuse Program	-	- 3,000,000	-	-	- 3,000,000	-	- 3,000,000
Sewer Impact Fee 405		-	- 3,000,000	-	-	- 1,500,000	-	- 1,500,000
Future Grant/Bond		-	- -	-	-	- 1,500,000	-	- 1,500,000
	Total	-	- 3,000,000	-	-	- 3,000,000	-	- 3,000,000
A three million gallon ground storage tank with pump station to provide additional reuse supply for irrigation and minimize discharge to the Halifax River. Location to be identified in utility master plan. Staff will apply for grant funding. Current grant funding from SFRWMD is 33% for shovel ready projects. (Consistent w/ Comp Plan: San. Swr, Objective 3)								
089409	Sewer System Expansion	-	3,000,000	3,000,000	300,000	- 3,000,000	-	9,300,000 9,000,000
Water/Sewer Operating 401		-	-	- 3,000,000	- 300,000	-	-	300,000 3,000,000
Sewer Impact Fee 405		-	2,000,000	- 2,000,000	- 2,000,000	- 2,000,000	-	6,000,000 4,000,000
Future Grant/Bonds		-	1,000,000	- 1,000,000	- 1,000,000	- 1,000,000	-	3,000,000 2,000,000
	Total	-	3,000,000	3,000,000	300,000	- 3,000,000	-	9,300,000 9,000,000
Sewer system construction at locations that are currently on septic. The locations and the priorities have been determined and design has been initiated. (Consistent w/ Comp Plan: San. Swr., Policy 2.2 and 2.3)								
	TOTAL - SANITARY SEWER	4,650,000 3,150,000	4,350,000 7,550,000	4,250,000 4,650,000	4,250,000 2,000,000	4,300,000 4,750,000	550,000 1,800,000	22,350,000 23,900,000
WATER & SANITARY SEWER								
038710	City Cost Participation	- 50,000	50,000	50,000	50,000	50,000	50,000	300,000 250,000
Water Impact Fee 405		- 25,000	25,000	25,000	25,000	25,000	25,000	150,000 125,000
Sewer Impact Fee 405		- 25,000	25,000	25,000	25,000	25,000	25,000	150,000 125,000
	Total	- 50,000	50,000	50,000	50,000	50,000	50,000	300,000 250,000
Citywide annual cost participation program with new development to upsize various water and sewer lines, extension of various mains, upsizing of lift stations, and other miscellaneous items. (Consistent w/ Comp Plan: San. Swr., Policy 4.2 and Pot. Water, Policy 2.5 & 2.7)								
	TOTAL - WATER & SANITARY SEWER	- 50,000	50,000	50,000	50,000	50,000	50,000	300,000 250,000
TRANSPORTATION								

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 21 21-22	FY 21- 22 22-23	FY 22- 23 23-24	FY 23- 24 24-25	FY 24- 25 25-26	FY 25- 26 26-27	Total
430201	Road Program	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Capital Projects 301		800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
	Total	800,000	800,000	800,000	800,000	800,000	800,000	4,800,000
Annual citywide resurface program for existing streets and collector roads, per Table 1E Street Resurfacing Projects. (Consistent w/ Comp Plan: Transp. Objective 2.14 and 2.7)								
200905	Williamson Blvd. N. of Pavilion	-	220,000	261,000 260,935	2,200,000	-	-	2,681,000 2,680,935
Developer Fairshare Contr. (Planned) Constructed		-	220,000	261,000 260,935	2,200,000	-	-	2,681,000 2,680,935
	Total	-	220,000	261,000 260,935	2,200,000	-	-	2,681,000 2,680,935
This project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53-mile section. Project cost estimates are based on construction of an additional 2 travel lanes within the existing right-of-way with minimal impact to the existing roadway. The new construction will require stormwater treatment and it will be necessary to acquire an estimated 1 acre of off-site property for this purpose. (Consistent w/ Comp Plan: Transp. Objective 2.6, 2.7, 2.13, and 2.14)								
200907	Coraci Blvd. Extension	-	257,000 257,000	257,000 2,150,000	2,150,000	-	-	2,407,000 2,407,000
Developer Fairshare Contr. (Planned) Constructed		-	257,000 257,000	257,000 2,150,000	2,150,000	-	-	2,407,000 2,407,000
	Total	-	257,000 257,000	257,000 2,150,000	2,150,000	-	-	2,407,000 2,407,000
This project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from the south limits of Coquina Cove III to Forest Lakes subdivision (Carmody Lake Drive) to Sanctuary at Westport Apartment within the existing undeveloped right-of way. Drainage improvements are projected to be constructed in the right-of-way. This will serve as an alternate route and reliever route for traffic generated by from the Forest Lakes subdivision and to a lesser extent to Coquina Cove reduced impacts on the Taylor Rd./Williamson Blvd. intersection, and reduce impacts on Taylor Road. This roadway is indicated as a future collector road in the Comprehensive Plan. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.10, and 2.14)								
201008	Yorktowne Blvd North Section (Nautica Lakes)	- 150,250	45,700 1,894,000	1,200,000	-	-	-	1,245,700 2,044,250
General Capital Replacement (317)		-	1,407,020	-	-	-	-	1,407,020
Developer Fairshare Contr. (Planned)		- 150,250	-	1,200,000	-	-	-	1,200,000 150,250
Trans Impact Fee 312 Developer Constructed		-	45,700 486,980	-	-	-	-	45,700 486,980
	Total	- 150,250	45,700 1,894,000	1,200,000	-	-	-	1,245,700 2,044,250
This project is proposed as either a 2-lane or 4-lane divided curb and gutter road designed to major collector street standards. The roadway design is complete and was done in conjunction with the Nautica Lakes development. This improvement is required to complete the Yorktowne Blvd. connection between Hidden Lakes Dr. and Willow Run Blvd. Completion of these sections would redirect traffic and relieve congestion at the I-95/Dunlawton Ave. intersection and Williamson Boulevard, south of Willow Run Boulevard. The north Yorktowne Boulevard segment is +/- 3,000 ft from the B-19 tributary crossing to Willow Run Boulevard and is proposed to be located west of the homes along Chardonnay Lane, on property currently owned by NLA Holdings, LLC. According to the 2018 Agreement between NLA Holdings, LLC, and the City of Port Orange, the dedication of the 100' right-of-way needed for the north segment will be provided by the property owner prior to any development on the NLA Holdings, LLC property, or within 30 days after written notice to the property owner that the City intends to construct the Yorktowne Boulevard extension. As part of a 2018 Agreement the City obtained the rights to all of the roadway designs, surveys, legal description for the road alignment, and all documents for the active Environmental Resource Permit, for the north segment of the Yorktowne Boulevard. Prior to construction, the City will have to modify the two sets of roadway plans (north and central) to create one set that can be used for bidding and construction to complete the full Yorktowne Boulevard extension between Hidden Lakes Drive and Willow Run Boulevard. The cost estimates have been updated based on inflation and current cost data. (Consistent w/ Comp Plan: Transp. Objective 2.7, 2.9, 2.13 and 2.14)								
201015	Willow Run Boulevard Widening	-	200,000	1,125,000	-	-	-	1,325,000
Capital Projects 301		-	200,000	-	-	-	-	200,000
TPO Funds		-	-	1,125,000	-	-	-	1,125,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 2121-22	FY 21- 2222-23	FY 22- 2323-24	FY 23- 2424-25	FY 24- 2525-26	FY 25- 2626-27	Total
	Total	-	200,000	1,125,000	-	-	-	1,325,000
A 1/4 mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A <u>signalized intersection</u> , traffic circle, or other <u>feasible</u> improvements at the Willow Run/Yorktowne intersection will be considered as part of the design. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201647	WB Dnlwtn Ave Right Turn Lane and City Center Prkwy	<u>85,270</u> 148,639	<u>657,612</u> 647,050	-	-	-	-	<u>765,689</u> 742,882
Capital Projects 301		<u>14,864</u> 8,527	<u>61,705</u> 65,761	-	-	-	-	<u>76,569</u> 74,288
TPO Funds		<u>133,775</u> 76,743	<u>555,345</u> 591,851	-	-	-	-	<u>689,120</u> 668,594
	Total	<u>148,639</u> 85,270	<u>647,050</u> 657,612	-	-	-	-	<u>765,689</u> 742,882
This project consists of a proposal to construct a westbound right turn lane on Dunlawton Avenue at the intersection with City Center Parkway to improve traffic flow and reduce delays for turning vehicles and Dunlawton Avenue through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for westbound Dunlawton Avenue vehicles turning right. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
201750	Eastbound Dunlawton Ave Right Turn Lane at Clyde Morris Blvd.	111,448	678,616	-	-	-	-	790,064
Capital Projects 301		11,145	67,862	-	-	-	-	79,007
TPO Funds		100,303	610,754	-	-	-	-	711,057
	Total	111,448	678,616	-	-	-	-	790,064
This project consists of a proposal to construct a right turn lane on eastbound Dunlawton Avenue at the intersection with Clyde Morris Boulevard to improve traffic flow and reduce delays for turning vehicles and through vehicles. No additional right-of-way should be needed for this project. The project will add roadway capacity at the intersection and reduce delays for eastbound vehicles turning right. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201751	WB Dunlawton Ave Right Turn Lane at Nova Rd.	<u>148,726</u> -	<u>260,000</u> 260,000	<u>698,629</u> 142,726	- 698,629	-	-	<u>1,107,355</u> 1,101,355
Capital Projects 301		<u>20,273</u> -	<u>260,000</u> -	<u>69,863</u> 14,273	- 69,863	-	-	<u>350,136</u> 84,136
General Capital Replacement 317		-	-	-	-	-	-	-
TPO Funds		<u>128,453</u> -	-	<u>628,766</u> 128,453	- 628,766	-	-	<u>757,219</u> 757,219
	Total	<u>148,726</u> -	<u>260,000</u> 260,000	<u>698,629</u> 142,726	- 698,629	-	-	<u>1,107,355</u> 1,101,355
This project consists of a proposal to construct a right turn lane on westbound Dunlawton Avenue at the intersection with Nova Road to improve traffic flow and reduce delays for turning vehicles and through vehicles. Additional right-of-way is needed for this project prior to design being funded. The project will add roadway capacity at the intersection and reduce delays for westbound vehicles turning right. (Consistent w/ Comp Plan: 2.7, 2.9, 2.13, and 2.14)								
201856	EB & WB Herbert St. Turn Lanes at Nova Rd.	-	<u>18,000</u> 35,000	100,000	660,000	-	-	<u>778,000</u> 795,000
Capital Projects 301		-	<u>3,500</u> 18,000	10,000	66,000	-	-	<u>79,500</u> 76,000
TPO Funds		-	<u>31,500</u> 18,000	90,000	594,000	-	-	<u>715,500</u> 702,000
	Total	-	<u>35,000</u> 18,000	100,000	660,000	-	-	<u>795,000</u> 778,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 2121-22	FY 21- 2222-23	FY 22- 2323-24	FY 23- 2424-25	FY 24- 2525-26	FY 25- 2626-27	Total
The project consists of looking at options to modify the intersection of Nova Road and Herbert Street to improve movement through the intersection. The intersection experiences congestion throughout the day, most notably in the morning and late afternoon. Additional right-of-way is anticipated to be needed for any intersection improvements. • Option 1: Extend the stacking area for the existing left-turn lane on eastbound Herbert Street at Nova Road, realigning the westbound Herbert Street travel lane, along with necessary improvements to the intersection. • Option 2: Modify eastbound Herbert Street at Nova Road to create a left-turn lane, right-turn lane, and a thru lane. Also, realigning the westbound Herbert Street travel lane and realigning the westbound Herbert Street travel lane, along with necessary improvements to the intersection. • Option 3: Other modifications or design alternatives that the consultant, selected by the TPO to prepare the Feasibility Study, can recommend to improve movement through the intersection, specifically for vehicles turning onto Nova Road and Herbert Street. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
New-002	Madeline Ave Widening between Clyde Morris and Nova Rd	- 20,000	200,000 35,000	1,125,000 200,000	- 1,125,000	-	-	1,345,000 1,360,000
Transportation Impact Fee 312		- 2,000	20,000 3,500	112,000 20,000	- 112,500	-	-	134,000 136,000
TPO Funds		- 18,000	180,000 31,500	1,013,000 180,000	- 1,012,500	-	-	1,211,000 1,224,000
Total		- 20,000	200,000 35,000	1,125,000 200,000	- 1,125,000	-	-	1,345,000 1,360,000
This project consists of widening the current vehicle travel lanes on Madeline Avenue between Clyde Morris and Nova Road. The proposed improvements are anticipated to be constructed within the existing right-of-way of Madeline Avenue; additional right-of-way is not anticipated to be requested for this project. Removal of existing tree within the right-of-way may be required to accommodate the widening to improve driver safety, maintain sidewalks, LOS capacity, safety conditions, and long-term maintenance. The City submitted the project for TPO funding in Spring 2020. Under the current policy, the TPO will fund up to 90% of the project design and construction cost and the City will fund 10% of the project. Once ranked by the TPO, a feasibility study will be conducted; upon construction, the project will be eligible for inclusion in the TPO program if the City commits to support the design and construction phases. The estimated design and construction cost of the project will be adjusted after the feasibility study is completed.								
New-001	Madeline Avenue EB & WB Turn Lane Improvement at Nova Road	-	35,000	100,000	660,000	-	-	795,000
Transportation Impact Fee 312		-	3,500	10,000	66,000	-	-	79,500
TPO Funds		-	31,500	90,000	594,000	-	-	715,500
Total		-	35,000	100,000	660,000	-	-	795,000
The project consists of widening the current vehicle travel lanes on Madeline Avenue between Clyde Morris Boulevard and Nova Road. The proposed improvements are anticipated to be constructed within the existing right-of-way of Madeline Avenue; additional right-of-way is not anticipated to be required for this project. Removal of existing trees within the right-of-way may be required to accommodate the widening to improve driver safety, maintain sidewalks, LOS capacity, safety conditions, and long-term maintenance. The City submitted the project for TPO funding in Spring 2020. Under the current policy, the TPO will fund up to 90% of the project design and construction cost and the City will fund 10% of the project. Once ranked by the TPO, a feasibility study will be conducted; upon completion, the project will be eligible for inclusion in the TPO program if the City commits to support the design and construction phases. The estimated design and construction cost of the project will be adjusted after the feasibility study is completed.								
201859	Taylor Rd./Williams on Blvd. Intersection Improvement	-	2,000,000	4,521,736	-	-	-	6,521,736
Transportation Impact Fee 312		-	25,000	452,174	-	-	-	477,174
General Capital Replacement (317)		-	1,750,000	-	-	-	-	1,750,000
TPO Funds		-	225,000	4,069,562	-	-	-	4,294,562
Total		-	2,000,000	4,521,736	-	-	-	6,521,736

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 21 21-22	FY 21- 22 22-23	FY 22- 23 23-24	FY 23- 24 24-25	FY 24- 25 25-26	FY 25- 26 26-27	Total
A Feasibility Study was completed in April 2020. The Feasibility Study identified alternatives that provide effective <u>Improvements to minimize delays to traffic, eliminate or reduce crashes, and improve sidewalks and crosswalks for pedestrians at the Taylor Road and Williamson Boulevard intersection, and along the Taylor Road/Dunlawton Avenue corridor at 1-95.</u> Under current policy, the TPO will fund up to 90% of the project and the City will fund 10% of the project. the TPO does not provide matching funds for land acquisition. Now that the study is completed, the projects identified by the feasibility study will be eligible for inclusion in the TPO's Project Priority List for design and construction funding. The current estimated cost for the improvement recommended in the Feasibility Study is \$4,137,135 and this cost does not include anticipated right-of-way needed for stormwater drainage at an anticipated 1.75 million dollars. The TPO does not provide matching funds for land or right-of-way acquisition. Staff plans to further discuss the recommendations in this Feasibility Study with FDOT to determine if these can be improvements completed by FOOT as they would add capacity, minimize delays to traffic, eliminate or reduce crashes, and improve sidewalks and crosswalks for pedestrians. The proposed improvements include: Taylor Road at Williamson Boulevard: 1)Provide an additional southbound left turn lane (3rd turn lane) and 2)Modify the sidewalk and crosswalk on the north leg as shown to Improve pedestrian visibility. Taylor Road/Dunlawton Avenue at 1-95 SB Ramps: 1) Provide an additional southbound left turn lane, and 2) Remove the southbound channelized right turn lane and bring it under a signal, 3) Add a lane under the bridge in the westbound direction that will drop as outside westbound left turn lane at Taylor Road and Williamson Boulevard, and 4) Provide an eastbound right turn lane and remove the channelized right turn lane. Dunlawton Avenue at 1-95 NB Ramps: 1) Extend the existing storage lane for the westbound left turn to 1-95 SB on-ramp to help mitigate the lane imbalance issue along westbound Taylor Road, 2) Add an exclusive westbound right turn for 1-95 NB on-ramp with the current westbound outside lane being dropped as a right turn lane to 1-95 NB on-ramp. and 3) Provide sidewalk south of Taylor Road between east of Williamson Boulevard and east of 1-95 NB Ramps.								
201964	Taylor Rd./Clyde Morris Blvd. Intersection Improvement	20,000 35,000	50,000	350,000	-	-	-	420,000 435,000
Transportation Impact Fee 312		2,000 3,500	5,000	80,000	-	-	-	87,000 43,500
TPO Funds		18,000 31,500	45,000	270,000	-	-	-	333,000 391,500
Total		20,000 35,000	50,000	350,000	-	-	-	420,000 435,000
The project consists of looking at options to modify the intersection at Taylor Rd./Clyde Morris Blvd. to improve movement through the intersection, specifically the eastbound Taylor Rd. through movement and left turn on to Clyde Morris Blvd. Additional right of way is anticipated for any intersection improvements. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202065	Dunlawton Ave. Existing Left Turn Lanes Extension	- 153,174	149,150 635,343	= 618,055	-	-	-	767,205 788,517
Capital Projects 301		- 15,317	14,915 63,534	= 61,805	-	-	-	76,720 78,851
TPO Funds		- 137,857	134,235 571,809	= 556,250	-	-	-	690,485 709,666
Total		- 153,174	149,150 635,343	= 618,055	-	-	-	767,205 788,517
The project consists of extending the existing left turn lanes along Dunlawton Ave. at the intersection of 1-95 Nova Road (westbound/castbound), Yorktowne Blvd. (westbound), and Clyde Morris Blvd. (westbound), and Victoria Gardens Blvd. (westbound) to improve traffic flow and roadway capacity, reduce delays for turning and through movements, improve intersection safety and reduce damage and maintenance costs for the medians. Additional right of way is not anticipated to be needed for this project. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202067	NB Clyde Morris Blvd. Right Turn Lane at Reed Canal Rd.	-	275,500	488,000	-	-	-	763,500
Capital Projects 301		-	162,550	48,800	-	-	-	211,350
TPO Funds		-	112,950	439,200	-	-	-	552,150
Total		-	275,500	488,000	-	-	-	763,500
The project consists of a right turn lane on northbound Clyde Morris Blvd. at the intersection with Reed Canal Rd. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for northbound vehicles turning right or through northbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 21 21-22	FY 21- 22 22-23	FY 22- 23 23-24	FY 23- 24 24-25	FY 24- 25 25-26	FY 25- 26 26-27	Total
202068	NB Clyde Morris Blvd. Right Turn Lane at Madeline Ave.	-	75,000	440,000	-	-	-	515,000
Capital Projects 301		-	7,500	44,000	-	-	-	51,500
TPO Funds		-	67,500	396,000	-	-	-	463,500
Total		-	75,000	440,000	-	-	-	515,000
The project consists of a right turn lane on northbound Clyde Morris Blvd. at the intersection with Madeline Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for northbound vehicles turning right or through northbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202069	SB Clyde Morris Blvd. Right Turn Lane at Willow Run Blvd.	-	135,750	483,000	-	-	-	618,750
Capital Projects 301		-	58,575	48,300	-	-	-	106,875
TPO Funds		-	77,175	434,700	-	-	-	511,875
Total		-	135,750	483,000	-	-	-	618,750
The project consists of a right turn lane on southbound Clyde Morris Blvd. at the intersection with Willow Run Blvd. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for southbound vehicles turning right or through southbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202070	SB Clyde Morris Blvd. Right Turn Lane at Madeline Ave.	-	217,000	510,350	-	-	-	727,350
Capital Projects 301		-	111,700	51,035	-	-	-	162,735
TPO Funds		-	105,300	459,315	-	-	-	564,615
Total		-	217,000	510,350	-	-	-	727,350
The project consists of a right turn lane on southbound Clyde Morris Blvd. at the intersection with Madeline Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity at the intersection and reduce delays for southbound vehicles turning right or through southbound traffic. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
202072	SB & NB Yorktowne Blvd. Right Turn Lanes at Dunlawton Ave.	20,000 115,000	115,000 660,000	- 660,000	-	-	-	795,000 775,000
Transportation Impact Fee 312		2,000 11,500	11,500 66,000	- 66,000	-	-	-	79,500 77,500
TPO Funds		18,000 103,500	103,500 594,000	- 594,000	-	-	-	715,500 697,500
Total		20,000 115,000	115,000 660,000	- 660,000	-	-	-	795,000 775,000
The project consists of a right turn lane on southbound Yorktowne Blvd. at the intersection with Dunlawton Ave. and extension of the existing right turn lane for northbound Yorktowne Blvd. at the intersection with Dunlawton Ave. to improve traffic flow, reduce delays for turning and through movements and improve intersection safety. Additional right of way is not anticipated to be needed for this project. The project will add roadway capacity and reduce delays at the intersection. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 21 21-22	FY 21- 22 22-23	FY 22- 23 23-24	FY 23- 24 24-25	FY 24- 25 25-26	FY 25- 26 26-27	Total
202073	Spruce Creek Elem. School EB Taylor Rd. Right Turn Lane and Pedestrian Improvement	-	- 35,000	75,000	440,000	-	-	515,000 550,000
Capital Projects 301		-	- 3,500	7,500	44,000	-	-	51,500 55,000
TPO Funds		-	- 31,500	67,500	396,000	-	-	463,500 495,000
	Total	-	- 35,000	75,000	440,000	-	-	515,000 550,000
The project consists of a right turn lane on eastbound Taylor Rd. at the intersection with Spruce Creel Elementary School to improve safety, improve traffic flow, reduce delays for turning vehicles and through vehicles during school drop off and pick up. Additionally, pedestrian improvements and modifications to the left turn lane could also be accomplished with this project. The project will improve safety at the school, improve roadway capacity and reduce delays for eastbound and westbound vehicles. (Consistent w/ Comp Plan: Transp. Objective 2.7, Policy 2.7.3)								
TOTAL - TRANSPORTATION		<u>1,563,868</u> 1,100,087	<u>7,070,821</u> 3,856,766	<u>7,330,914</u> 7,510,131	<u>5,225,000</u> 6,948,629	<u>800,000</u> 800,000	<u>800,000</u> 800,000	<u>22,790,603</u> 21,015,613
DRAINAGE								
201439	Halifax River Outfall Replacement	- 130,000	- 285,430	- 285,430	- 285,430	- 285,430	- 285,430	1,427,150 1,557,150
Drainage Fund 412		- 130,000	- 285,430	- 285,430	- 285,430	- 285,430	- 285,430	1,427,150 1,557,150
	Total	- 130,000	- 285,430	- 285,430	- 285,430	- 285,430	- 285,430	1,427,150 1,557,150
There are 14 23 stormwater discharge outfalls directly to the Halifax River throughout the City. Many of these outfalls are constructed of metal pipes that have corroded throughout the years due to the harsh salt water environment. These pipes need to be replaced with Reinforced Concrete Pipe; in addition, headwalls will need to be constructed or reconstructed to accommodate the reinforced concrete pipe and possibly upsized in the diameter of the pipe. Also, the storm water pipe networks associated with the outfalls are tidally influenced which allows river water to enter the networks and equalize to the tidal water level. This project presents an opportunity to install engineered tidal gates at all locations where flooding issues are caused by tidal surcharge and lack of stormwater capacity. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201441	Southwinds Stormwater Pond Outfall Retrofit	- 45,000	- 680,400	- 680,400	-	-	-	45,000 1,360,800
Drainage Fund 412		- 45,000	- 680,400	- 680,400	-	-	-	45,000 1,360,800
	Total	- 45,000	- 680,400	- 680,400	-	-	-	45,000 1,360,800
This project involves modification to the existing stormwater ponds of the Southwinds neighborhood stormwater system. Currently, the subdivision does not have a positive stormwater outfall discharge. An engineered plan will be required to design and permit an outfall. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201645	White Place & Riverside Drive Drainage Improvement	25,000 115,000	-	-	-	-	-	25,000 115,000
Drainage Fund 412		25,000 115,000	-	-	-	-	-	25,000 115,000
	Total	25,000 115,000	-	-	-	-	-	25,000 115,000
Analyze, design, and construct improvements to White Place and Riverside Drive drainage system to improve storm water storage and conveyance to reduce potential for flooding. Improvements will include the boring and installation of properly sized pipe. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201647	Pipe Repair and Replacement	350,000	350,000	350,000	350,000	350,000	350,000	2,100,000
Drainage Fund 412		350,000	350,000	350,000	350,000	350,000	350,000	2,100,000
	Total	350,000	350,000	350,000	350,000	350,000	350,000	2,100,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 21 21-22	FY 21- 22 22-23	FY 22- 23 23-24	FY 23- 24 24-25	FY 24- 25 25-26	FY 25- 26 26-27	Total
R & R funding to Replace/repair deteriorated and/or undersized corrugated metal pipes with properly sized reinforced concrete pipe or liners to improve storm water conveyance to reduce potential for flooding. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
201868	Storm Water Master Plan Phase I Projects	-	1,500,000	1,500,000	1,500,000	-	-	4,500,000
American Rescue Plan Act		-	1,500,000	1,500,000	1,500,000	-	-	4,500,000
Total		-	1,500,000	1,500,000	1,500,000	-	-	4,500,000
The City's Stormwater Master Plan Update has identified corrective measures to alleviate existing deficiencies in the system and proactively plan for new improvements needed to accommodate future development. The Stormwater Master Plan has prioritized spending for future capital drainage projects and ensure existing stormwater drainage systems are adequately and proactively maintained. Phase I of the plan assessed the Eastern Basin and the vicinity of District I and IV. Projects will be designed and scheduled based on the priorities determined by the Phase I assessment. (Consistent w/Comp. Plan: Drainage Objective 1, Policy 1.1 – 1.4)								
201866	Storm Water Master Plan Phase II	100,000 250,000	-	-	-	-	-	100,000
American Rescue Plan Act/Drainage Fund 412		100,000 250,000	-	-	-	-	-	100,000
Total		100,000 250,000	-	-	-	-	-	100,000
The Stormwater Master plan-Plan update-Update will identifyhas identified corrective measures to alleviate existing deficiencies in the system and proactively plan for new improvements needed to accommodate future development. The Stormwater Master Plan will helphas prioritize spending for future capital drainage projects and ensure existing stormwater drainage systems are adequately and proactively maintained. The current estimated cost to update the Stormwater Master Plan is \$605,000.00. Phase I of the plan began in Fiscal Year 2016 at a cost of \$247,340.00. This phase only included the Eastern Basin and the vicinity of District I and IV. Phase 2 of the plan is anticipated to begin in Fiscal Year 2021-2022at a cost of \$200,00.00. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
202069	Delmar and Palmas Drive	30,000 125,000	-	-	-	-	-	30,000 125,000
Drainage Fund 412		30,000 125,000	-	-	-	-	-	30,000 125,000
Total		30,000 125,000	-	-	-	-	-	30,000 125,000
At the intersection of Delmar -Del Mar Drive and Palmas Drive, roadway and property continually flood due to the absence of a drainage system to convey stormwater runoff. In addition, the existing grade at the intersection is much lower than the surrounding areas allowing the stormwater runoff to accumulate. The accumulation causes flooding on the roadway and adjacent residential properties. The project consists of correcting the drainage deficiencies at Delmar where it intersects with Palmas Drive. The cost of drainage easement acquisition (if required) are not included. The design is to create a path for the stormwater runoff to drain to the exiting stormwater drainage system and prevent continued flooding of this intersection. (Consistent w/ Comp Plan: Drainage, Policy 1.2 through 1.4)								
TOTAL - DRAINAGE		<u>720,000</u> 550,000	<u>1,565,830</u> 635,430	<u>1,315,830</u> 635,430	<u>635,430</u> 635,430	<u>635,430</u> 635,430	<u>635,430</u> 635,430	<u>5,507,950</u> 3,727,150
PARKS AND RECREATION								
201686	Recreational Educational Cultural Center (REC)	- 281,000	100,000	-	-	-	-	100,000 281,000
Recreation Impact Fee 611		- 281,000	- 100,000	-	-	-	-	100,000 281,000
Total		- 281,000	- 100,000	-	-	-	-	100,000 281,000
This project will provide for a re-purposing and expansion of a former gymnasium to a Recreational, Educational and Cultural Center that will include areas for classes, after school programs, community meetings, dance/exercise room and a youth activity room. New restrooms will be constructed, and the Center will provide for ADA access. This project will provide expanded recreational opportunities for the City.								
201378	West Side Sports Complex (Coraci North)	-	860,000 3,500,000	60,000 120,000	1,150,000	575,000	575,000	3,220,000 6,495,000
Grant Funding		-	860,000 3,500,000	60,000 120,000	1,150,000	575,000	575,000	3,220,000 6,495,000

CAPITAL IMPROVEMENTS ELEMENT

Project #	Description	FY 20- 21 21-22	FY 21- 22 22-23	FY 22- 23 23-24	FY 23- 24 24-25	FY 24- 25 25-26	FY 25- 26 26-27	Total
	Total	-	860,000 3,500,000	60,000 120,000	1,150,000 1,150,000	575,000 575,000	575,000 575,000	3,220,000 6,495,000
This project involves the design and construction of a sports complex to include 3 baseball fields, 4 - 6 soccer / football fields, lighting and support buildings. The project would encompass 100 acres with the construction of roadways, ponds, parking lots, playgrounds and picnic areas as well as trails and open space. The project would be eligible for FRDAP and ECHO grants and provide availability for partnerships with other public groups and private donors. This project will provide expanded recreational opportunities for the City.								
201795	West Side Community Center	-	- 55,000	55,000 4,000,000	- 4,000,000	-	-	4,055,000
	Grant Funding - Unsecured	-	- 55,000	55,000 4,000,000	- 4,000,000	-	-	4,055,000
	Total	-	- 55,000	55,000 4,000,000	- 4,000,000	-	-	4,055,000
This project will provide for the construction of a 15,000 SF community center to include two gyms, community rooms, after school areas and offices. The center would be equipped with technology, office furniture and miscellaneous equipment. Proposed funding is from grants, bonds or possibly a community foundation. This project will provide expanded recreational opportunities for the City.								
TOTAL - PARKS AND RECREATION		281,000 -	3,555,000 960,000	4,120,000 115,000	1,150,000 5,150,000	575,000 575,000	1,150,000 575,000	10,831,000 7,375,000
TOTAL - CAPITAL IMPROVEMENTS		9,314,868 6,125,087	20,616,651 16,112,196	19,416,744 17,155,561	12,210,430 15,779,059	7,360,430 7,855,430	4,235,430 5,030,430	73,154,553 68,057,763

Source: City of Port Orange, Department of Finance, Department of Community Development, ~~2020~~2021

CAPITAL IMPROVEMENTS ELEMENT

TABLE 2
TRANSPORTATION PROPORTIONATE FAIR-SHARE AGREEMENTS BY PROJECT

Developer	Development	Agreement Approval	Date of Contribution	Total
Project 1: Dunlawton / Taylor at I-95				
Intervest Construction, Inc	Waters Edge Phase 9A and 11	08/17/04	01/26/06	50,000
Centerline Homes (Prev. Olson Assoc 4/25/06)	Port Orange Landings Phase I	03/29/05	03/29/05	32,878
Tomoka Farms Dev, LLC (DR Horton)	Coquina Cove Phase I	04/19/05	04/19/05	104,242
Airport Pharmacy LLC (Charles Wayne)	Walgreens at Taylor Road	08/16/05	02/23/07	13,763
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	54,797
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	32,878
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	41,034
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	106,791
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	49,445
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	62,953
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	27,526
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	16,567
Floridian Bank	Floridian Bank	08/28/07	08/28/07	10,959
All Aboard Storage	Nova Depot	09/18/07	09/18/07	10,959
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	8,156
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	38,486
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	2,804
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	175,351
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	2,804
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	10,959
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	235,756
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	2,804
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	2,804
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	2,804
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	8,156
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	8,156
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	13,763
The Pavilion at Port Orange, LLC	Pavilion at Port Orange	08/19/09	09/30/09	500,000
Four Lanes, LLC	Altamira Shopping Center	01/24/12	Deferred	312,472
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	Deferred	134,317
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	43,838
Total - Approved Contribution Amounts for Project 1				\$ 2,118,222
Project 2: Dunlawton / Clyde Morris				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	19,788
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	29,681
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	74,204
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	39,575
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	34,628
Linen Group	Nova Oaks	09/26/06	09/26/06	9,894
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	34,628
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	14,841
Quest Design Group	Crystal Lake Business Park	08/07/07	09/19/07	9,894
Floridian Bank	Floridian Bank	08/28/07	08/28/07	54,416

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
All Aboard Storage	Nova Depot	09/18/07	09/18/07	9,894
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	9,894
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	29,681
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	4,947
CBL	Pavillion at Port Orange	12/18/07	01/08/08	317,447
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	1/15/2008	34,628
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	9,894
Cruz Investment Group	Nova Bella Piazza	04/22/08	04/23/08	9,894
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	29,681
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	14,841
The Animal, LLC	Ravenwood Veterinary Clinic	08/18/08	09/05/08	4,947
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	4,947
ABC Liquors, Inc.	ABC Liquor Store and Bank	05/19/09	05/27/09	9,894
LaCour & Company (Southwind Villas)	Dollar General Store	01/19/10	01/19/10	4,947
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	29,681
Houligan's Port Orange, LLC	Houligan's Restaurant & Office Bldg.	06/03/10	06/03/10	4,947
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	59,363
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	24,735
Total - Approved Contribution Amounts for Project 2				\$ 935,811
Project 3: Town West / Williamson Signalization				
D.R. Horton	Port Orange Plantation Phase II	11/15/05	11/15/05	82,994
D. R. Horton Refund	Port Orange Plantation Phase II	11/15/05	12/21/17	(9,969)
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	66,736
Villages of Royal Palm (Winston-James) Refund	Royal Palm PUD, Phase III	11/15/05	09/27/17	(8,015)
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	80,770
D. R. Horton Refund	Port Orange Plantation Phases III, IV, V	07/25/06	10/23/17	(9,702)
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	76,064
D. R. Horton Refund	Villas of P.O. Plantation Phases I, II	09/26/06	10/23/17	(9,137)
Port Orange Properties, LLC	Port Orange Properties	11/13/07	11/16/07	5,813
Port Orange Properties, LLC (additional Payment)	Port Orange Properties	11/13/07	09/30/16	8,792
Port Orange Properties, LLC (City Council Approved Write Off of Additional Payment)	Port Orange Properties	11/13/07	09/28/18	(8,792)
CBL	Pavillion at Port Orange	12/18/07	01/08/08	162,657
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	24,957
Continental 217 Fund, LLC – (Refund Issued)	Westport Square - Kohls	01/15/08	12/20/12	(17,467)
Continental 217 Fund, LLC (additional payment)	Westport Square - Kohls	01/15/08	09/30/16	11,331
Continental 217 Fund, LLC (City Council Approved Write Off of Additional Payment)	Westport Square - Kohls	01/15/08	09/28/18	(11,331)
Total - Approved Contribution Amounts for Project 3				\$445,701
Project 4: Summertrees Road Extension				
Villages of Royal Palm (Winston-James)	Royal Palm PUD, Phase III	11/15/05	11/15/05	65,896
Holiday Builders	Port Orange Landings, Phase II	03/21/06	09/27/07	18,287
Viscomi and Associates (Paytas Homes)	Pinnacle PUD, Phase II	06/27/06	09/22/06	84,183
D.R. Horton	Port Orange Plantation Phases III, IV, V	07/25/06	12/06/06	47,609

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
D.R. Horton	Villas of P.O. Plantation Phases I, II	09/26/06	12/06/06	40,358
Intervest Construction, Inc	Waters Edge Phase 9B	06/05/07	07/05/07	22,071
All Aboard Storage	Nova Depot	09/18/07	09/18/07	7,252
Shoppes at Southwinds LLC	Shoppes at Southwinds	10/08/07	10/08/07	7,252
Port Orange Properties, LC	Port Orange Properties	11/13/07	11/16/07	47,609
Halifax Veterinary Clinic	Halifax Veterinary Clinic	12/18/07	01/04/08	3,784
CBL	Pavillion at Port Orange	12/18/07	01/08/08	889,220
Continental 217 Fund, LLC	Westport Square - Kohls	01/15/08	01/15/08	172,466
Atlantic Coast, LLC	Atlantic Coast Office Building	04/16/08	04/16/08	3,784
City of Port Orange	Port Orange Business Park	05/06/08	08/05/09	168,682
Port Orange Apartment Assoc.	Reserve at Crystal Lake	05/27/08	02/24/09	7,252
K E M Associates, LLC	Countryside Commercial	08/19/08	09/17/08	7,252
Sun Glow Construction Inc.	Summer Trees Plaza - Site "B"	01/27/09	05/02/09	11,035
Sun Glow Construction Inc.	National City Bank	01/27/09	01/27/09	36,574
Four Lanes, LLC	CVS Pharmacy #4112 (Altamira CVS)	04/15/10	04/15/10	11,035
US Foodservice, Inc.	US Foodservice Facility Expansion	06/22/10	06/22/10	29,322
Four Lanes, LLC	Altamira Shopping Center	01/24/12	04/15/12	102,786
Dunlawton Yorktowne, LLC	Dunlawton-Yorktowne Shopping Center	01/24/12	06/21/12	44,142
Ferber Construction Mgmt, LLC	Gateway Center Lot 6A – Multi-Tenant Retail	02/28/12	02/28/12	11,036
Intervest Construction, Inc	Water's Edge Phase XII	06/05/07	08/30/13	91,751
LIV Development	Whitepalm Apartments	02/26/13	03/18/13	47,610
Edge Cove LLC	Westport Reserve Subdivision PH 2	08/16/16	08/19/16	3,784
Edge Cove LLC	Sanctuary at Westport PH 2A	06/21/16	06/23/16	14,665
Westport Reserve LLC	Westport Reserve Subdivision-PH 3	12/12/17	12/18/17	14,819
Westport Reserve LLC	Westport Reserve Subdivision-PH 4	12/12/17	12/18/17	7,252
2017 Yorktown Port Orange LLC	Port Orange Gateway Center Lot 3A	03/20/18	03/26/18	11,036
Acorn Ministorage of Brevard	Acorn Mini-Storage	05/01/18	09/17/18	18,288
Z Development Services	Arby's Site Plan	08/21/18	08/28/18	3,784
Autozone Stores LLC	AutoZone	12/18/18	12/28/18	51,393
Continental 425 Fund LLC	Springs Apartments	12/04/18	03/13/19	106,254
Memorial Health Systems Inc	Advent Health Medical Center	5/5/2020	8/12/20	164,979
Central Parc at Oakwater	Central Parc at Oakwater	11/05/19	12/09/19	87,989
NX Port Orange Owner LLC	Palms at Ashtopn Lakes ALF & Commercial Development	02/14/20	02/14/20	43,994
Noon Development of Florida LLC	Halifax Health Port Orange (Springs Lot 3)	12/15/20	12/29/20	58,659
Memorial Health Systems Inc	Advent Health MOB	04/06/21	04/13/21	21,998
N&T Enterprises, LLC	Paytas Office Building	08/27/20	12/28/20	3,666
Total - Approved Contribution Amounts for Project 4				\$2,506,485 \$2,590,808
Project 5: Devon / Taylor Road Signalization				
Coventry Partners LLC	Kings Landing – PH 1	12/05/17	12/20/17	3,653
N&T Enterprises, LLC	Paytas Office Building	08/27/20	12/28/20	176
Total - Approved Contribution Amounts for Project 5				\$3,653 \$3,829
Project 6: Yorktowne Boulevard Extension				
Westport Reserve LLC	Westport Reserve Subdivision-PH 3	12/12/17	12/18/17	117,795
Westport Reserve LLC	Westport Reserve Subdivision-PH 4	12/12/17	12/18/17	77,363
2017 Yorktown Port Orange LLC	Port Orange Gateway Center Lot 3A	03/20/18	03/26/18	17,741
Acorn Ministorage of Brevard	Acorn Mini-Storage	05/01/18	09/17/18	16,968
Z Development Services	Arby's Site Plan	08/21/18	08/28/18	1,580
Edengate Development	Eden (formerly Lazul) at Crysal Lake	12/04/18	09/05/19	27,825
Autozone Stores LLC	AutoZone	12/18/18	12/28/18	33,704
POA Development LLC	New Port Apartments	11/05/19	11/13/19	240,354

CAPITAL IMPROVEMENTS ELEMENT

Developer	Development	Agreement Approval	Date of Contribution	Total
Central Parc at Oakwater	Central Parc at Oakwater	11/05/19	12/09//19	30,916
NX Port Orange Owner LLC	Palms at Ashton Lakes ALF & Commercial Development	02/14/20	02/14/20	72,984
N&T Enterprises, LLC	Paytas Office Building	08/27/20	12/28/20	5,773
Total - Approved Contribution Amounts for Project 6				\$637,230 \$643,003
Grand Total - All Projects				\$6,647,103 \$6,737,375

Notes: Initial funding for above transportation concurrency projects was appropriated during previous or current fiscal years.

Total contributions received through fair share agreements through 9/30/~~2021~~. Total contributions include actual project costs for projects 1, 2, 3 and 4 which have been completed. Total contributions, on projects 5 and 6, include estimated project costs and contingency funding for potential cost overruns.

SOURCE: City of Port Orange, Department of Finance, Department of Community Development, ~~2020~~2021

CAPITAL IMPROVEMENTS ELEMENT

TABLE 3
SUMMARY OF CAPITAL IMPROVEMENTS

Facility Type	FY 20- 21-22	FY 21/2222-23	FY 22- 2323-24	FY 23- 2424-25	FY 23- 2525-26	FY 25- 2626-27	Total
Water	<u>2,100,000</u> <u>1,275,000</u>	<u>4,025,000</u> <u>3,060,000</u>	<u>2,350,000</u> <u>4,195,000</u>	<u>900,000</u> <u>995,000</u>	<u>1,000,000</u> <u>1,045,000</u>	<u>1,050,000</u> <u>1,170,000</u>	<u>11,425,000</u> <u>11,740,000</u>
Sanitary Sewer	<u>4,650,000</u> <u>3,150,000</u>	<u>4,350,000</u> <u>7,550,000</u>	<u>4,250,000</u> <u>4,650,000</u>	<u>4,250,000</u> <u>2,000,000</u>	<u>4,300,000</u> <u>4,750,000</u>	<u>550,000</u> <u>1,800,000</u>	<u>22,350,000</u> <u>23,900,000</u>
Water & Sewer	<u>-</u> <u>50,000</u>	<u>50,000</u> <u>50,000</u>	<u>50,000</u> <u>50,000</u>	<u>50,000</u> <u>50,000</u>	<u>50,000</u> <u>50,000</u>	<u>50,000</u> <u>50,000</u>	<u>250,000</u> <u>300,000</u>
Drainage	<u>720,000</u> <u>550,000</u>	<u>1,565,830</u> <u>635,430</u>	<u>1,315,830</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>5,507,950</u> <u>3,727,150</u>
Transportation	<u>1,563,868</u> <u>1,100,087</u>	<u>7,070,821</u> <u>3,856,766</u>	<u>7,330,914</u> <u>7,510,131</u>	<u>5,225,000</u> <u>6,948,629</u>	<u>800,000</u> <u>800,000</u>	<u>800,000</u> <u>800,000</u>	<u>22,790,603</u> <u>21,015,613</u>
Parks & Recreation	<u>-</u> <u>281,000</u>	<u>3,555,000</u> <u>960,000</u>	<u>4,120,000</u> <u>115,000</u>	<u>1,150,000</u> <u>5,150,000</u>	<u>575,000</u> <u>575,000</u>	<u>1,150,000</u> <u>575,000</u>	<u>10,831,000</u> <u>7,375,000</u>
Total Capital Improvements	<u>9,314,868</u> <u>6,125,087</u>	<u>20,616,651</u> <u>16,112,196</u>	<u>19,416,744</u> <u>17,155,561</u>	<u>12,210,430</u> <u>15,779,059</u>	<u>7,360,430</u> <u>7,855,430</u>	<u>4,235,430</u> <u>5,030,430</u>	<u>73,154,553</u> <u>68,057,763</u>

TABLE 4
SUMMARY SCHEDULE OF COMMITTED AND PLANNED FUNDS

Fund	FY 20-21 21-22	FY 21-22 22-23	FY 22-23 23-24	FY 23-24 24-25	FY 24-25 25-26	FY 25-26 26-27	Total
Capital Projects (301)	<u>855,262</u> <u>826,009</u>	<u>1,807,982</u> <u>1,484,807</u>	<u>1,089,498</u> <u>1,085,713</u>	<u>976,000</u> <u>979,863</u>	<u>800,000</u> <u>800,000</u>	<u>800,000</u> <u>800,000</u>	<u>6,328,742</u> <u>5,976,392</u>
Transportation Impact Fee (312)	<u>15,000</u> <u>4,000</u>	<u>99,500</u> <u>62,200</u>	<u>507,174</u> <u>146,000</u>	<u>112,500</u> <u>-</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>734,174</u> <u>212,200</u>
General Capital Rplcmnt Fund (317)	<u>281,000</u> <u>-</u>	<u>3,157,020</u> <u>260,000</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>3,438,020</u> <u>260,000</u>
Water/Sewer Operating (401)	<u>2,150,000</u> <u>925,000</u>	<u>1,075,000</u> <u>975,000</u>	<u>4,100,000</u> <u>1,025,000</u>	<u>1,150,000</u> <u>1,325,000</u>	<u>1,150,000</u> <u>1,025,000</u>	<u>450,000</u> <u>1,025,000</u>	<u>10,075,000</u> <u>6,300,000</u>
Water/Sewer R&R (403)	<u>1,200,000</u> <u>2,050,000</u>	<u>4,250,000</u> <u>1,685,000</u>	<u>950,000</u> <u>4,770,000</u>	<u>950,000</u> <u>1,620,000</u>	<u>1,100,000</u> <u>1,720,000</u>	<u>1,100,000</u> <u>1,895,000</u>	<u>9,550,000</u> <u>13,740,000</u>
Water/Sewer Impact (405)	<u>400,000</u> <u>500,000</u>	<u>2,100,000</u> <u>7,000,000</u>	<u>1,600,000</u> <u>2,100,000</u>	<u>2,100,000</u> <u>100,000</u>	<u>1,600,000</u> <u>2,100,000</u>	<u>100,000</u> <u>100,000</u>	<u>7,900,000</u> <u>11,900,000</u>
Drainage Construct/Operating (412)	<u>720,000</u> <u>550,000</u>	<u>1,315,830</u> <u>635,430</u>	<u>1,315,830</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>635,430</u> <u>635,430</u>	<u>5,257,950</u> <u>3,727,150</u>
Recreation Impact Fee (611)	<u>-</u> <u>-</u>	<u>-</u> <u>100,000</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>-</u> <u>100,000</u>
Proportionate Fair Share / Other / Grant	<u>-</u> <u>1,000,000</u>	<u>4,555,000</u> <u>1,860,000</u>	<u>4,120,000</u> <u>1,115,000</u>	<u>2,150,000</u> <u>5,150,000</u>	<u>2,075,000</u> <u>1,575,000</u>	<u>1,150,000</u> <u>575,000</u>	<u>14,050,000</u> <u>11,275,000</u>
TPO Funds	<u>578,356</u> <u>270,078</u>	<u>3,127,339</u> <u>1,829,759</u>	<u>8,295,043</u> <u>4,560,418</u>	<u>2,596,500</u> <u>1,618,766</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>14,597,238</u> <u>8,279,021</u>
Developer Fairshare Contr. (Planned)	<u>150,250</u> <u>-</u>	<u>963,980</u> <u>220,000</u>	<u>2,410,935</u> <u>1,718,000</u>	<u>2,200,000</u> <u>4,350,000</u>	<u>-</u> <u>-</u>	<u>-</u> <u>-</u>	<u>5,725,165</u> <u>6,288,000</u>
<u>American Rescue Plan Act</u>	<u>5,000,000</u>	<u>1,750,000</u>	<u>1,500,000</u>	<u>1,500,000</u>	<u>-</u>	<u>-</u>	<u>9,750,000</u>
Total Committed and Planned Funds	<u>11,349,868</u> <u>6,125,087</u>	<u>24,201,651</u> <u>16,112,196</u>	<u>25,888,480</u> <u>17,155,561</u>	<u>14,370,430</u> <u>15,779,059</u>	<u>7,360,430</u> <u>7,855,430</u>	<u>4,235,430</u> <u>5,030,430</u>	<u>87,406,289</u> <u>68,057,763</u>

SOURCE (For Tables 3 and 4): City of Port Orange, Department of Finance, 20202021

Table 5 identifies transportation improvements included in the first five years of the applicable Transportation Planning Organization’s (TPO) adopted Transportation Improvement Program (TIP), to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.

TABLE 5
TPO TRANSPORTATION IMPROVEMENT PLAN*

*There are no concurrency-related improvements in the ~~2020/21-2024/25~~2021/22 – 2025/26 TPO TIP.

SOURCE: TPO TIP FY ~~2020/21-2024/25~~2021/22-2025/26; City of Port Orange, Department of Community Development, ~~2020~~2021

Table 6 identifies public school facilities improvements included in the first five years of the ~~2020/21—2024/25~~2021/22 – 2025-26 Volusia County School District Work Program.

CAPITAL IMPROVEMENTS ELEMENT

Table 6
VOLUSIA COUNTY SCHOOL DISTRICT FIVE-YEAR WORK PROGRAM

	Budget 2021-2022	Forecast 2022-2023	Forecast 2023-2024	Forecast 2024-2025	Forecast 2025-2026
Major Projects - New Construction					
New Smyrna Beach Mid - HVAC, Ceiling, Lighting and Flooring Campus Wide	500,000	-	-	-	-
Ortona and Osceola Elm - Master Plan	2,000,000	-	-	-	-
Woodward Elm - Renovations and Addition	19,000,000	1,750,000	-	-	-
Turle T. Small Elm - Master Plan	24,000,000	2,000,000	-	-	-
Tomoka Elm - Master Plan	2,000,000	26,000,000	2,000,000	-	-
Starke Elm - Renovations and Classroom Addition	1,550,000	10,500,000	1,000,000	-	-
Orange City Elm - Renovations and Classroom Addition	1,500,000	17,000,000	1,200,000	-	-
Spruce Creek HS - Classroom Addition and Auditorium Remodeling	1,200,000	10,000,000	5,000,000	1,200,000	-
Port Orange Elm - Renovations	-	500,000	5,000,000	500,000	-
McInnis Elm - Renovations and Administration Addition	-	650,000	6,500,000	500,000	-
Read-Patillo Elm - Remodeling	-	-	700,000	7,000,000	500,000
Enterprise Elm - Remodeling	-	-	800,000	8,000,000	500,000
Silver Sands Mid - Classroom Addition and Remodeling	-	-	1,500,000	12,000,000	750,000
Ormond Beach Elm - Renovations	-	-	-	500,000	5,000,000
New Smyrna Beach Mid - Classroom Addition	-	-	1,500,000	10,000,000	750,000
Citrus Grove Elm - Classroom Addition	-	-	-	750,000	8,500,000
Timbercrest Elm - Classroom Addition	-	-	-	750,000	8,500,000
Pineridge HS - Classroom Addition	-	-	-	-	1,000,000
Creekside Mid - Classroom Addition	-	-	-	-	750,000
Total Major Projects - New Construction	51,750,000	68,400,000	25,200,000	41,200,000	26,250,000
Projects at Existing Schools and Facilities					
Atlantic HS - Upgrade HVAC Ceiling and Lighting Bldgs. 9 and 10	2,200,000	-	-	-	-
Atlantic HS - Replace Generator Bldg. 1	475,000	-	-	-	-
Brewster Center - Interior Renovations	-	-	-	3,000,000	-
Campbell Mid - Upgrade HVAC Bldgs. 3 and 7	-	1,800,000	-	-	-
Creekside Mid - Upgrade HVAC Bldg. 4	2,200,000	-	-	-	-
DeBary Elm - Resurface Bus Loop and Parking	-	350,000	-	-	-
DeBary Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 1 and 4	-	3,100,000	-	-	-
DeLand HS - Upgrade HVAC Bldgs. 14 and 15	-	1,900,000	-	-	-
DeLand HS - Replace Cafeteria Chiller	-	800,000	-	-	-
DeLand HS - Replace Culinary Lab Flooring	85,000	-	-	-	-
DeLand Mid - Campus Wide VAV Insulation	150,000	-	-	-	-
DeLand Warehouse - Leases	109,304	-	-	-	-
Deltona HS - Upgrade CEP	-	1,200,000	-	-	-
Deltona HS - Upgrade Stage Lighting	-	100,000	-	-	-
Deltona HS - Parking Lot Tree Removal and Lighting Upgrade	600,000	-	-	-	-
Deltona Lakes Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 1 - 2	1,400,000	-	-	-	-
Deltona Transportation - Site Improvements	1,500,000	-	-	-	-
Enterprise Elm - Upgrade HVAC,Ceiling and Lighting Bldg. 3	-	2,250,000	-	-	-
Facilities Services - Garbage Truck Wash Station	400,000	-	-	-	-
Forest Lake Elm - Replace OAU and Duct Work	1,500,000	-	-	-	-
Friendship Elm - Replace Intercom	-	300,000	-	-	-
Freedom Elm - Upgrade Parking Lot Lighting	-	250,000	-	-	-
Galaxy Mid - Upgrade Door Hardware	700,000	-	-	-	-
Heritage Mid - Replace Roof Campus Wide	-	200,000	-	-	-
Heritage Mid - Upgrade HVAC, Ceiling and Lighting Bldg. 3 and Chiller	-	-	2,750,000	-	-
Hinson Mid - CEP and Bldgs. 2 and 10 HVAC Upgrade	1,300,000	-	-	-	-
Hinson Mid - Replace Gutters and Downspouts	500,000	-	-	-	-
Hinson Mid - Upgrade HVAC and Lighting Bldgs. 7 and 9	-	2,600,000	-	-	-
Hinson Mid - Upgrade Parking Lot Lighting	-	250,000	-	-	-
Holly Hill School - Replace Switchgear Bldg. 6	-	300,000	-	-	-
Indian River Elm - Door Replacement Bldgs. 1 and 4	500,000	-	-	-	-
Indian River Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 2 - 4	-	2,000,000	-	-	-
Mainland HS - Upgrade Chiller Plant	175,000	-	-	-	-
Mainland HS - Upgrade Site Lighting	-	625,000	-	-	-
McInnis Elm - Potable Water and Sanitary Sewer	100,000	100,000	100,000	350,000	100,000
McInnis Elm - Upgrade Site Lighting	-	250,000	-	-	-
New Smyrna Beach HS - Replace Intercom	-	400,000	-	-	-
New Smyrna Beach HS - Upgrade BAS System Bldgs 6 - 8	-	1,150,000	-	-	-
New Smyrna Beach Mid - New Parent Loop and Parking	1,200,000	-	-	-	-

CAPITAL IMPROVEMENTS ELEMENT

	Budget 2021-2022	Forecast 2022-2023	Forecast 2023-2024	Forecast 2024-2025	Forecast 2025-2026
Ormond Beach Elm - Reroof Bldg. 1	105,000	-	-	-	-
Palm Terrace Elm - Replace Fire Alarm	750,000	-	-	-	-
Palm Terrace Elm - Replace Roof	1,800,000	-	-	-	-
Pathways Elm - Replace Fire Alarm	-	750,000	-	-	-
Pine Ridge HS - Upgrade HVAC, Ceiling and Lighting Bldg. 3	2,000,000	-	-	-	-
Pine Trail Elm - Intercom Replacement	-	150,000	-	-	-
Pine Trail Elm - Replace Gutter and Downspouts	230,000	-	-	-	-
Port Orange Elm - Renovate Reception	-	130,000	-	-	-
Port Orange Elm - Remodel Clinic and Office Toilet Rooms	-	150,000	-	-	-
Port Orange Elm - Parking Area	-	100,000	-	-	-
Portables - Lease	100,000	100,000	100,000	100,000	100,000
Portables - Moves & Compliance	400,000	400,000	400,000	400,000	400,000
Pride Elm - Replace Shelter Generators	1,100,000	-	-	-	-
RJ Longstreet Elm - Upgrade Lighting at Parking Lot and Canopy	-	250,000	-	-	-
Seabreeze HS - Intercom Replacement	250,000	-	-	-	-
Seabreeze HS - Upgrade HVAC Bldgs. 8 and 9	2,900,000	-	-	-	-
Silver Sands Mid - Replace Switchgear Bldg. 12	-	300,000	-	-	-
Southwestern Mid - Replace 250 Ton Chiller	-	700,000	-	-	-
Starks Elm - Replace South Canopy Bldg. 2	310,000	-	-	-	-
Sugar Mill Elm - Intercom Replacement	-	250,000	-	-	-
Sunrise Elm - Drainage Between Buildings	660,000	-	-	-	-
Sunrise Elm - Upgrade OAU and Chiller Bldgs. 1 - 4	-	-	1,300,000	-	-
T. Dewitt Taylor Mid-HS - Replace Football Field Lighting	-	800,000	-	-	-
Timbercrest Elm - Replace Loop Boiler	40,000	-	-	-	-
Tomoka Elm - Upgrade HVAC Bldgs. 1, 9 - 11	-	1,800,000	-	-	-
University HS - Upgrade AHU Sensors, Dampers and Duct Heaters	-	950,000	-	-	-
University HS - Renovate Cupola	250,000	-	-	-	-
Westside Elm - Replace Doors and Hardware Bldg. 1	-	350,000	-	-	-
Various Schools - Infrastructure for Technology	250,000	250,000	250,000	250,000	250,000
Various Schools - Minor Projects	3,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - Pavilions	555,000	350,000	350,000	350,000	350,000
Various Schools - Playgrounds	270,000	300,000	300,000	300,000	300,000
Various Schools - Security	1,000,000	2,000,000	2,000,000	2,000,000	2,000,000
Various Schools - HS School Athletics	800,000	2,000,000	3,000,000	3,000,000	3,000,000
Total Projects at Existing Schools and Facilities	31,864,304	36,005,000	14,550,000	13,750,000	10,500,000
Facilities Management					
Facilities Management - Various Projects	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Total Facilities Management	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Technology					
Network, EDP & Communications Equipment	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
Total Technology	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
System Wide Equipment and Vehicles					
Various Schools & Departments Vehicles	500,000	500,000	500,000	500,000	500,000
Various Schools & Departments Furniture & Equipment	500,000	1,000,000	1,000,000	1,000,000	1,000,000
Total System Wide Equipment and Vehicles	1,000,000	1,500,000	1,500,000	1,500,000	1,500,000
Buses					
Transportation Dept - Bus Replacement	2,295,160	2,386,960	2,386,960	2,386,960	2,386,960
Total Buses	2,295,160	2,386,960	2,386,960	2,386,960	2,386,960
PROJECT TOTALS	\$ 98,709,464	\$ 120,091,960	\$ 55,436,960	\$ 70,636,960	\$ 52,436,960
Transfers					
Transfers - To General Fund	9,465,133	7,579,258	5,722,766	5,515,160	5,515,160
Transfers - To Debt Service	49,337,438	48,951,525	48,953,625	36,057,388	36,053,663
Total Transfers	58,802,571	56,530,783	54,676,391	41,572,548	41,568,823
GRAND TOTAL	\$ 157,512,035	\$ 176,622,743	\$ 110,113,351	\$ 112,209,508	\$ 94,005,783

Source: Volusia County School District, Work Program adopted September 14, 2021

CAPITAL IMPROVEMENTS ELEMENT

	BUDGET 2020-2021	BUDGET 2021-2022	BUDGET 2022-2023	BUDGET 2023-2024	BUDGET 2024-2025
Major Projects - New Construction					
Deltona Mid - Master Plan	2,000,000	-	-	-	-
New Smyrna Beach Mid - HVAC, Ceiling, Lighting and Flooring Campus Wide	17,000,000	-	-	-	-
Ortona and Osceola Elm - Master Plan	24,000,000	2,000,000	-	-	-
Woodward Elm - Renovations and Addition	2,000,000	17,000,000	1,500,000	-	-
Turle T. Small Elm - Master Plan	2,000,000	24,000,000	2,000,000	-	-
Tomoka Elm - Master Plan	-	2,000,000	26,000,000	2,000,000	-
Starke Elm - Renovations	-	650,000	6,500,000	500,000	-
Orange City Elm - Renovations and Classroom Addition	-	700,000	7,000,000	500,000	-
Spruce Creek HS - Renovations and Classroom Addition	-	2,000,000	8,000,000	5,000,000	1,000,000
Port Orange Elm - Renovations	-	-	500,000	5,000,000	500,000
McInnis Elm - Renovations and Administration Addition	-	-	650,000	6,500,000	500,000
Career Center	-	-	1,500,000	11,500,000	1,500,000
Read-Patillo Elm - Remodeling	-	-	-	700,000	7,000,000
Enterprise Elm - Remodeling	-	-	-	800,000	8,000,000
Ormond Beach Elm - Renovations	-	-	-	-	500,000
Silver Sands Mid - Additions and Remodeling	-	-	-	-	2,000,000
Total Major Projects - New Construction	47,000,000	48,350,000	53,650,000	32,500,000	21,000,000
Projects at Existing Schools and Facilities					
Atlantic HS - Upgrade HVAC Bldgs. 9 and 10, Ceiling, Lighting & Flooring, Replace Auditorium Flooring & Seating	-	2,200,000	-	-	-
Coronado Beach Elm - Structural Modifications to Bldg. 4	-	75,000	-	-	-
Brewster Center - Interior Renovations	-	3,000,000	-	-	-
Campbell Mid - CEP and Bldg. 3 HVAC Upgrade	1,900,000	-	-	-	-
Charter School - Capital Outlay from LCIF	-	-	-	-	-
Creekside Mid - Gutter Replacement	400,000	-	-	-	-
Creekside Mid - Fire Alarm Replacement	800,000	-	-	-	-
Creekside Mid - Upgrade HVAC Bldgs. 6, 8 and New Chiller 1	1,850,000	-	-	-	-
DAC - Upgrade Data Center Backup Power	250,000	-	-	-	-
Debarry Elm - Upgrade HVAC, Ceiling and Lighting Bldg. 2	890,000	-	-	-	-
Debarry Elm - New Parent Loop and Donald Smith Blvd Turn Lanes	1,000,000	-	-	-	-
DeLand HS - Campus Wide Signage Upgrades	450,000	-	-	-	-
DeLand Warehouse - Leases	109,304	-	-	-	-
Deltona Lakes Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 5-7	1,900,000	-	-	-	-
Deltona HS - Intercom Replacement	200,000	-	-	-	-
Deltona HS - Parking Lot Tree Removal and Lighting Upgrade	-	600,000	-	-	-
Deltona Transportation - Site Improvements	-	1,500,000	-	-	-
Facilities Services - Garbage Truck Wash Station	-	400,000	-	-	-
Forest Lake Elm - Replace OAU and Duct Work	-	-	1,500,000	-	-
Friendship Elm - Replace Intercom	-	-	110,000	-	-
Galaxy Mid - Upgrade Parking Lots Poles and Lighting	165,000	-	-	-	-
Galaxy Mid - Upgrade Door Hardware	-	700,000	-	-	-
Heritage Mid - Upgrade HVAC, Ceiling & Lighting Bldg. 3	-	1,950,000	-	-	-
Hinson Mid - CEP and Bldgs. 2 and 10 HVAC Upgrade	-	1,300,000	-	-	-
Indian River Elm - Upgrade HVAC, Ceiling and Lighting Bldgs. 2,3,4	-	1,750,000	-	-	-
Indian River Elm - Door Replacement Bldgs. 1 and 4	-	500,000	-	-	-
Mainland HS - Awning Repair	175,000	-	-	-	-
Mainland HS - Upgrade Chiller Plant	-	175,000	-	-	-
Manatee Cove Elm - Campus Wide Chiller Pipes	1,000,000	-	-	-	-
McInnis Elm - Potable Water and Sanitary Sewer	100,000	100,000	100,000	350,000	100,000
McInnis Elm - Media Center Retrofit	500,000	-	-	-	-
New Smyrna Beach Transportation - Refurbish Fuel Island	90,000	-	-	-	-
Ormond Beach Elm - Reroof Bldg. 1	-	105,000	-	-	-
Ormond Beach Elm - Art Room Flooring, Ceiling and Lighting	90,000	-	-	-	-
Palm Terrace Elm - Replace Main Electrical Switchgear	245,000	-	-	-	-
Palm Terrace Elm - Fire Alarm Replacement	-	425,000	-	-	-
Palm Terrace Elm - Replace Roof	-	1,500,000	-	-	-
Pathways Elm - Replace Fire Alarm	-	-	450,000	-	-
Pine Ridge HS - Renovate Bldg. 4 HVAC Academy	-	-	-	-	-
Pine Ridge HS - Upgrade HVAC, Ceiling and Lighting Bldgs. 9 and 10	1,950,000	-	-	-	-
Pine Trail Elm - Intercom Replacement	-	-	150,000	-	-
Pine Trail Elm - Replace Gutter and Downspouts	-	230,000	-	-	-

CAPITAL IMPROVEMENTS ELEMENT

	BUDGET 2020-2021	BUDGET 2021-2022	BUDGET 2022-2023	BUDGET 2023-2024	BUDGET 2024-2025
Portables - Lease	100,000	100,000	100,000	100,000	100,000
Portables - Moves & Compliance	400,000	400,000	400,000	400,000	400,000
Port Orange Elm - Replace Fire Alarm	200,000	-	-	-	-
Port Orange Elm - Repair and Coat Roof Bldgs. 1 and 2	165,000	-	-	-	-
Port Orange Elm - Remodel Clinic and Office Toilet Rooms	-	-	150,000	-	-
Port Orange Elm - Picking Area	-	-	100,000	-	-
Riverview Learning Center - Upgrade Fire Alarm and Intercom	300,000	-	-	-	-
Riverview Learning Center - Replace HVAC Controls	40,000	-	-	-	-
Seabreeze HS - Intercom Replacement	-	250,000	-	-	-
Spruce Creek Elm - Replace Main Electrical Switchgear	800,000	-	-	-	-
Sugar Mill Elm - Intercom Replacement	-	-	250,000	-	-
Sugar Mill Elm - Replace Gutters and Downspouts	250,000	-	-	-	-
Sunrise Elm - Drainage Between Buildings	-	660,000	-	-	-
Sunrise Elm - Replace Underground Condenser Water Piping	450,000	-	-	-	-
Turle T. Small Elm - Replace Main Electrical Switchgear Bldg. 7	200,000	-	-	-	-
Turle T. Small Elm - Media Center Retrofit	500,000	-	-	-	-
Timbercrest Elm - Replace Fresh Air Unit Bldg. 7	100,000	-	-	-	-
Timbercrest Elm - Replace Loop Boiler	-	40,000	-	-	-
Tomoka Elm - Upgrade Intercom	150,000	-	-	-	-
University HS - Intercom Replacement	300,000	-	-	-	-
Various Schools - Infrastructure for Technology	250,000	250,000	250,000	250,000	250,000
Various Schools - Minor Projects	3,000,000	4,000,000	4,000,000	4,000,000	4,000,000
Various Schools - Pavilions	750,000	350,000	350,000	350,000	350,000
Various Schools - Playgrounds	300,000	300,000	300,000	300,000	300,000
Various Schools - Security	1,000,000	1,000,000	2,000,000	2,000,000	2,000,000
Various Schools - HS School Athletics	1,750,000	2,000,000	3,000,000	3,000,000	3,000,000
Total Projects at Existing Schools and Facilities	25,069,304	25,860,000	13,210,000	10,750,000	10,500,000
Facilities Management					
Facilities Management - Various Projects	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Total Facilities Management	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000
Technology					
Network, EDP & Communications Equipment	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
Total Technology	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
System Wide Equipment and Vehicles					
Various Schools & Departments Vehicles	500,000	500,000	500,000	500,000	500,000
Various Schools & Departments Furniture & Equipment	500,000	1,000,000	1,000,000	1,000,000	1,000,000
Total System Wide Equipment and Vehicles	1,000,000	1,500,000	1,500,000	1,500,000	1,500,000
Buses					
Transportation Dept - Bus Replacement	2,297,900	2,319,200	2,319,200	2,319,200	2,319,200
Total Buses	2,297,900	2,319,200	2,319,200	2,319,200	2,319,200
PROJECT TOTALS	\$ 87,167,204	\$ 89,829,200	\$ 82,479,200	\$ 58,369,200	\$ 47,119,200
Transfers					
Transfers - To General Fund	10,115,133	8,224,948	5,258,385	4,999,812	4,349,812
Transfers - To Debt Service	45,813,263	49,127,688	49,134,275	49,136,375	38,300,138
Total Transfers	55,928,396	57,352,636	54,392,660	54,136,187	42,649,950
GRAND TOTAL	\$ 143,095,600	\$ 147,181,836	\$ 136,871,860	\$ 113,005,387	\$ 89,769,150

Source: Volusia County School District, Work Program adopted September 8, 2020



STAFF REPORT

CASE NO. 21-27500001

Comprehensive Plan Capital Improvements Element -
2021 Annual Update

REQUEST:	Update and amend the Comprehensive Plan Capital Improvements Element (CIE) in accordance with Florida Statutes
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (November 18, 2021)
CITY COUNCIL:	December 7, 2021

INTRODUCTION

Each year, the City is required to amend their Comprehensive Plan Capital Improvements Element (CIE) to include projects from the City's current FY22-27 Capital Improvements Program (CIP). The projects copied from the CIP are primarily improvements needed to maintain the City's adopted level of service (LOS) standards for public facilities. These facilities include water, sewer, stormwater, solid waste, roads, parks, and schools. The CIP was adopted in concept by City Council on August 3, 2021, by Resolution No. 21-31 and it was formally adopted as part of the FY22 Operating and Capital Budgets on September 22, 2021 by Resolution No. 21-46 and 21-47 respectively. The CIP includes various projects to support the LOS for City public facilities. The proposed amendments take these projects previously approved by Council with the CIP and add them into the CIE.

State law requires that local governments update their Comprehensive Plan Capital Improvements Element (CIE) every year to show that they have funded or planned to fund the public facility improvements needed to support their population¹. The proposed amendments in Exhibit A are required to be in the underline/strikethrough format. For each table or text that is to be updated from the prior year CIP (FY21 – FY26) to the current year CIP (FY22 – FY27) the deleted prior year text is shown in strikethrough (~~strikethrough~~) format and the added current year text is underlined (underlined). Text that is not struck through or underlined remains as existing text in the current year CIE.

PURPOSE

Under the 1985 Growth Management Act, local governments are mandated to plan for the availability of public facilities and services to support development and the impacts of such development. The purpose of the CIE and the 5-year Capital Improvements Schedule is to identify the capital improvements needed to implement the Comprehensive Plan and

¹ Ch. 163.3177(3) F.S.

ensure the adopted Level of Service (LOS) Standards for concurrency-related facilities are achieved and maintained.

DISCUSSION

The amendments to the CIE include the updated Schedule (copied from the City's adopted FY22 – 27 Capital Improvements Program) and other amendments to update data related to the Schedule and other statutorily required information, such as excerpts from the Transportation Planning Organization's (TPO) Transportation Improvements Program (TIP) and the Volusia County School District Five-Year Work Program (Exhibit 1, Tables 5 and 6).

The CIE Schedule includes projects required to meet or maintain adopted LOS standards for concurrency-related facilities or implement the Goals, Objectives, and Policies of the Comprehensive Plan (Exhibit 1). The concurrency management system for the City of Port Orange is established by policy in the City's Comprehensive Plan and administered through regulations contained within the City's Land Development Code.

The City is required to monitor the cumulative effect of all approved Development Orders and Development Permits on the capacity of public facilities. This obligation is met through individual concurrency reviews of development proposals and the annual Concurrency Management Report (CMR). The City's concurrency review evaluates the following public facilities and services:

- Transportation
- Sanitary Sewer
- Potable Water
- Stormwater Drainage
- Solid Waste
- Recreation
- Public Schools

The 2021 CMR identified that all public facilities and services subject to concurrency are at sufficient levels based on adopted Level-of-Service (LOS). The CMR also identified improvements that are planned or programmed to ensure that the City continues to maintain the adopted LOS.

RECOMMENDATION

Staff recommends **approval** of the adoption of the 2021 CIE Annual Update.

ATTACHMENT

Exhibit 1 – Annual Update to the CIE (See Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: No

SUBJECT: (H25) First Reading - Ordinance No. 2022-1 - Mayor and City Council Compensation

DEPARTMENT: Administrative Services

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to Approve Ordinance No. 2022-1.

SUMMARY: This item is being brought forward for City Council consideration at the request of the Mayor. The Mayor and City Council Members' salaries are established by ordinance. These salaries have not been adjusted in over 20 years. The proposed ordinance amendment is a variation of the City of New Smyrna Beach model, which links the salaries of the City's elected officials to the salaries of the County's elected officials. If adopted, the Mayor would make sixty percent (60%) of what a County Council Chair makes each year, and the City Council Members would make 75% of what the Mayor makes each year. Thus, the salaries will be adjusted in subsequent years if the County Council Chair's salary is adjusted. Currently, the Volusia County Council Chair makes \$57,357 per year, which would put the Mayor's annual salary at \$34,414 and each of the Council Members would have an annual salary of \$25,810. The current salaries are \$18,600 for the Mayor and \$13,600 for the Council Members.

Project No.: N/A

Funding Account No.: Salaries and Benefits

Presenter: Jamie Miller

ATTACHMENTS:

1.	Ord. No. 2022-1 - City Council Salaries	Ordinance No. 2022-1 - Council Salaries.docx
----	---	--

Matthew Jones	Created/Initiated - 12/28/2021
Matthew Jones	Approved - 12/28/2021
Heather Carrizales	Approved - 12/28/2021
Jamie Miller	Approved - 12/29/2021
Linda Truitt	Approved - 12/29/2021
Robin Hayes	Approved - 12/29/2021

Matthew Jones
Wayne Clark
Robin Fenwick

Approved - 1/3/2022
Approved - 1/6/2022
Final Approval - 1/6/2022

ORDINANCE NO. 2022-1

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE PORT ORANGE CODE OF ORDINANCES, SECTION 2-27 AND 2-30 PROVIDING FOR THE SALARY OF THE MAYOR AND MEMBERS OF CITY COUNCIL, RESPECTIVELY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the salary for the Mayor and members of City Council has not been adjusted in over twenty (20) years; and

WHEREAS, competitive pay for elected officials is necessary to attract and retain quality candidates to City office; and

WHEREAS, subsection 3.01(b) of the City Charter states that the salaries of the Mayor and City Councilmembers shall be set by ordinance during the year in which elections are held, and 2022 is an election year for the City of Port Orange; and

WHEREAS, subsection 3.01(b) of the City Charter states that salaries become effective on the first Tuesday in December; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike-through~~) type shall constitute deletions to the original text.

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

SECTION 1. The City of Port Orange Code of Ordinances, Section 2-27 is hereby amended as follows:

Sec. 2-27. Same - Salary.

The mayor shall receive as compensation for service as a member of the city council as mayor of the city ~~the sum of \$18,600.00~~ a sum equal to sixty percent (60%) of the sum paid to the Chair of the Volusia County Council per each year. The compensation paid to the mayor in subsequent fiscal years shall be adjusted in accordance with adjustments made to the salary of the Chair of the Volusia County Council.

SECTION 2. The City of Port Orange Code of Ordinances, Section 2-30 is hereby amended to read as follows:

Sec. 2-30. Same - Salary.

The members of the city council, other than the mayor, shall receive as compensation for services ~~the sum of \$13,600.00~~ a sum equal to seventy-five percent (75%) of the sum paid to the mayor per year. The compensation paid to the members of city council in subsequent fiscal years shall be adjusted in accordance with adjustments made to the mayor's salary in accordance with section 2-27 of the Code.

SECTION 3. CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect the first Tuesday in December, 2022.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 1/18/2022

Consent item: No

SUBJECT: (H26) Adoption of Port Orange City Council Local Rules of Procedure ("Local Rules") for 2022

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Local Rules of Procedure for 2022 as presented.

SUMMARY: As indicated in the Local Rules of Procedure, Council shall review the Local Rules and make any changes in January of each year, or as soon as possible thereafter. The following changes are being proposed by Staff; however, Council may wish to suggest and discuss other changes.

1. Deletion of the self-imposed requirement to end Council meetings at 11:00 p.m.;
2. Inclusion of Ceremonial Guidelines and a list of frequently issued proclamations;
3. Clean up of formatting and verbiage for consistency; and
4. Provides an email address for clergy to respond to regarding invocations.

Attached is a copy of the Port Orange City Council Local Rules of Procedure approved by Council on February 16, 2021. A marked-up copy of the Local Rules has been provided showing the proposed changes. If no further changes are requested by Council, Staff recommends approval as presented.

Project No.: N/A

Funding Account No.: N/A

Presenter: Robin Fenwick, Matthew Jones

ATTACHMENTS:

1.	2022 POCC Rules of Procedure Rev. 12-28-2021 - CLEAN (2)	2022 POCC Rules of Procedure Rev. 12-28-2021 - CLEAN (2).docx
2.	2022 POCC Rules of Procedure Rev. 12-28-2021	2022 POCC Rules of Procedure Rev. 12-28-2021.docx
3.	2021 Local Rules	2021 Local Rules.pdf

Robin Fenwick

Created/Initiated - 12/28/2021

Jamie Miller	Approved - 12/30/2021
Matthew Jones	Approved - 1/3/2022
Wayne Clark	Approved - 1/7/2022
Robin Fenwick	Final Approval - 1/10/2022



CITY OF PORT ORANGE

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

PORT ORANGE CITY COUNCIL **LOCAL RULES OF PROCEDURE**

I. GENERAL PARLIAMENTARY RULES.

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

II. PRESIDING OFFICER AND DUTIES.

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

III. LOCAL RULES.

- A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.

- 1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no

regular City Council meeting on the date of a Port Orange municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m.

2. Workshops of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.
3. All regular City Council meetings shall be held in the City Council Chambers at City Hall unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Community Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager.
4. There may also be special meetings or workshops at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to cross examine witnesses; and
 - d. An opportunity to rebut evidence.
7. To the extent compatible with the conduct of business, all workshops shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.
8. The City Manager shall be responsible for the organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

9. With regard to the agenda for regular City Council meetings, the following shall apply:
 - a. To the extent possible, the City Administration shall group all matters by subject area and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need an explanation will not be placed on the Consent Agenda.
 - b. The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.
 - c. The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Recognition and Proclamations; Consent Agenda (to include Public Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Special Reports; Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings (to include second readings of ordinances); Regular Agenda, (to include first readings of ordinances); Additional Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.
 - d. Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed to the City Manager for action or resolution by the Council or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.
 - e. Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in the order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.
 - f. Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the

City Attorney's Office to determine the sufficiency of notice to interested parties. To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

- g. A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.

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

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

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

IV. PUBLIC PARTICIPATION.

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

1. General Rule

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

that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.

b. Public participation is not required under the following circumstances:

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

2. Meeting Decorum and Conduct

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

causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within the meeting room.

3. Procedures and Guidelines for Public Participation

a. Public Participation – Non-Agenda

- i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by the majority vote of the Council.
- ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
- iii. The presiding officer shall divide the time allocated equally between all who have signed up to speak. Each individual shall be afforded no more than three minutes to speak unless such time is extended by a majority vote of City Council.
- iv. If an item brought forward under Public Participation – Non-Agenda requires a longer presentation by the presenter or will require staff research of materials, the item may be scheduled for a future City Council Meeting under Public Participation – Agenda if a member of City Council so specifically requests.

b. Public Participation – Agenda

- i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
- ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
- iii. The City Clerk shall forward a copy of the request and supporting information to the appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.

- iv. Requests shall be forwarded to the appropriate City Advisory Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.
 - v. Public Participation Agenda Items shall be considered in the following format:
 - 1. Presentation by requestor
 - 2. Questions of the requestor by City Council
 - 3. Presentation by City staff, if necessary
 - 4. Questions of City staff by City Council
 - 5. Public comments
 - 6. Take action, if necessary
 - vi. The requestor and City staff shall each be given 15 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. Members of the public who wish to participate after the presentation by voicing support, opposition or neutrality to the request shall be afforded no more than three minutes each to speak.
- c. Public Hearings, Regular Agenda, and Consent Agenda Items
- i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any, have completed their presentation; and before a decision has been made by City Council.
 - ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.
 - iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.
- d. Submission of Petitions
- i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.

- ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.
- iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

- A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.
 1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
 2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:
 - a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.
 - b. The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and/or consultation

with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council's Invitation and participate. The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

- c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.
 - d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.
 - e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.
3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail or email an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

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

the City Council.

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

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

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

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first-serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

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

Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

- A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:
 1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting may be conducted by written ballot which shall include the name of the Councilmember and the name of the nominee. Written ballots shall be read aloud into the record.
 2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
 3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. DOCUMENTS

All documents, photographs or other materials submitted to the City Council

for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CEREMONIAL GUIDELINES

Certificates of Achievement are ceremonial documents that recognize an individual's service or extraordinary achievement. They do not have any legislative value.

Prepared on appropriate paper that includes a watermark of the City Seal in the background, along with the *who* and *what* (the achievement) as supplied by the requestor and will be signed by the Mayor.

Proclamations are official City related announcements and/or public declarations issued by the Mayor. They are ceremonial in nature and do not have any legislative value. Below are examples of proclamations that have previously been issued upon request annually; however, some may not be requested every year and others may be requested through this process, as well.

- Teacher of the Year – Multiple proclamations – January
- Human Trafficking – January
- Freemanville Day – February
- Sunshine Week – March
- Vietnam War Veterans Day – March
- Government Finance Professionals Week – March
- Child Abuse Prevention – April
- Arbor Day – April
- Water Conservation Month – April
- Municipal Clerk's Week - May
- Memorial Day – May
- American Cancer Society's Relay for Life - May
- Women's Lung Health Week – May
- Parks & Recreation Month - July
- Constitution Week – September
- Childhood Cancer Month – September
- Florida Government Week – October
- Domestic Abuse Month – October
- Breast Cancer Awareness Month – October
- Veterans Day – November
- Small Business Saturday – November
- Purple Heart – November

Proclamations are prepared on 8 ½ x 11 paper, be enclosed in a certificate holder, and include the following:

- *Whereas* clauses providing information that basically describe the five W's (who, what, when, where, and why)
- *A Now, Therefore Be It Resolved* clause proclaiming a specific event

- An execution date representing the date the Mayor signed the document or the date of the event
- Signature of the Mayor
- City Seal

Keys to the City are an honor bestowed by the City upon distinguished persons and honored guests of the City of Port Orange. It symbolizes outstanding civic contributions of the recipient and should be given out only in extraordinary circumstances.

The Key to the City is the City's most prestigious award and will only be used to recognize exceptional achievement or to bestow honor upon distinguished persons and honored guests of the City of Port Orange.

These ceremonial declarations are issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty,
2. Recognition of extraordinary achievement,
3. Supporting actions that improve the quality of life of the Port Orange community, or
4. To raise public awareness of issues that directly affect the Port Orange community.

Request Process

An application form, maintained by the City Clerk's Office, for a Proclamation or Certificate of Achievement should be submitted to the City Clerk's Office at least ten (10) business days prior to the event, along with a sample proclamation. Individuals/organizations are encouraged to submit their request as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requestors will be advised when issuance cannot occur by the event date.

The City Clerk, or his/her designee, will initially review all applications and forward to the City Manager for final approval. The City Manager can seek concurrence from the Mayor if there are concerns.

Receipt of Final Document

Individuals/organizations have several options for receiving the finalized document:

1. Proclamation/Certificate can be picked up from the City Clerk's Office/City Hall.
2. Presentation can occur prior to the start of any City Council Meeting/Workshop.
3. Presentation can occur at a regularly scheduled Council Meeting which may require additional information for agenda purposes.
4. Presentation can occur at an event sponsored by the individual/organization subject to availability of the Mayor or a City Councilmember.

Coordination will be handled by the City Clerk's Office.

Media Coverage

The individual/organization requesting a proclamation or Certificate of Achievement will arrange for any and all media coverage. If media coverage is expected, the

individual/organization shall notify the City's Public Information Officer in advance of the meeting.

Contact Information

Mailing Address: City Clerk's Office
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Telephone: 386-506-5563

Email: cityclerk@port-orange.org

IX. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

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

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the ____ day of January, 2022.

Donald O. Burnette, Mayor
ATTEST:

Robin L. Fenwick, MMC, City Clerk



CITY OF PORT ORANGE

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

PORT ORANGE CITY COUNCIL **LOCAL RULES OF PROCEDURE**

I. GENERAL PARLIAMENTARY RULES.

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

II. PRESIDING OFFICER AND DUTIES.

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

III. LOCAL RULES.

- A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.
 - 1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m., ~~in City Hall~~. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be

no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. ~~at City Hall.~~

2. Workshops ~~meetings~~ of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.
3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside ~~Activity-Community~~ Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager. ~~All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a successful motion of the City Council. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a successful motion of the City Council for each hour. Any unfinished business shall be considered at a time and place set by the City Council.~~
4. There may also be special meetings or workshops at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies, and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to ~~cross-examine~~cross-examine witnesses; and
 - d. An opportunity to rebut evidence.
7. To the extent compatible with the conduct of business, all workshops ~~meetings~~ shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.

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

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

- g. A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.

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

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

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

IV. PUBLIC PARTICIPATION.

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

1. General Rule

- a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines, and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.
- b. Public participation is not required under the following circumstances:
 - i. An official act must be taken to deal with an emergency situation affecting the public health, welfare, or safety, and public participation would cause an unreasonable delay in the ability of the City Council to act;
 - ii. An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
 - iii. A meeting that is exempt from s. 286.011, Florida Statutes; or
 - iv. A meeting during which the board or commission is acting in a quasi-judicial capacity, unless otherwise provided by law.

2. Meeting Decorum and Conduct

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

a sign or place a sign along the rear wall of Council Chambers. Signs shall not be placed or held in any manner which obstructs the view of other audience members or obstructs the access to or from Council Chambers. Signs shall not be waived or lighted in any manner that causes distraction to the Councilmembers or members of the audience during a City Council meeting or workshop. Signs shall not be affixed to the walls or other surfaces within the meeting room Council Chambers.

3. Procedures and Guidelines for Public Participation

a. Public Participation – Non-Agenda

- i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by majority vote of the Council.
- ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.
- iii. The presiding officer shall divide the time allocated equally between all who have signed-up to speak. Each individual shall be afforded no more than three minutes to speak, unless such time is extended by a majority vote of City Council.
- iv. If an item brought forward under Public Participation – Non-Agenda requires a longer presentation by the citizen presenter or will require staff research of materials, the item may be scheduled ~~by the Mayor~~ for a future City Council Meeting under Public Participation – Agenda if a member of City Council so specifically requests.

Commented [FR1]: Changed to match #9(d) above.

b. Public Participation – Agenda

- i. The City Council shall reserve a section of the agenda dedicated to hearing Public Participation items requiring more than three minutes to fully address.
- ii. Members of the public who wish to have their discussion item placed on the agenda shall file the request with the City Clerk at least three weeks in advance of the Council Meeting at which the item is to be heard. The request shall include the nature of the discussion and any supporting information to be considered.
- iii. The City Clerk shall forward a copy of the request and supporting information to the ~~City Council and the~~ appropriate City Department(s) so that research may be conducted, and information may be provided by staff as part of the agenda item to assist City Council in making a decision.
- iv. Requests shall be forwarded to the appropriate City Advisory

Board or Commission for recommendations to the City Council prior to placement on an agenda, when applicable.

- v. Public Participation Agenda Items shall be considered in the following format:
 - 1. Presentation by requestor
 - 2. Questions of the requestor by City Council
 - 3. Presentation by City staff, if necessary
 - 4. Questions of City staff by City Council
 - 5. Public comments
 - 6. Take action, if necessary
 - vi. The requestor and City staff shall each be given 15 minutes to address the agenda item, unless extended by the majority vote of Council. Presentations shall be clear, concise, and to the point. Presentation materials shall be provided to the City Clerk at least 48 hours prior to the meeting date. The City Clerk will upload the presentation materials to the computer in Council Chambers. Members of the public who wish to participate after the presentation by voicing support, opposition or neutrality to the request shall be afforded no more than three minutes each to speak.
- c. Public Hearings, Regular Agenda, and Consent Agenda Items
- i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any, have completed their presentation; and before a decision has been made by City Council.
 - ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.
 - iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.
- d. Submission of Petitions
- i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.
 - ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.
 - iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. OPENING INVOCATION

- A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.
1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
 2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:
 - a. The City Clerk or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Port Orange and Volusia County.
 - b. The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Volusia County in the annual Yellow Pages telephone book(s) published for the City and Volusia County, research from the Internet, and/or consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Volusia County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Volusia County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Clerk that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Volusia County. The Congregation List is compiled and

used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Volusia County to choose whether to respond to the City Council's Invitation and participate. –The City Clerk or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

- c. The Congregation List shall also include the name and contact information of any religious congregation located outside the City and Volusia County, if such religious congregation is attended by a resident or residents of the City or Volusia County, and such resident requests the inclusion of said religious congregation by specific written communication to the City Clerk.
 - d. The Congregation List shall also include the name and contact information of any chaplain who may serve one or more of the fire departments or law enforcement agencies of the City and Volusia County.
 - e. The Congregations List shall be updated, by reasonable efforts of the City Clerk or his/her designee, on or about the month of July of each calendar year.
3. Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Clerk or his/her designee shall mail or email an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

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

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

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

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

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.
7. The following statement shall be placed at the bottom of City Council meeting agendas:

Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to

stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

- A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:
1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting ~~shall~~may be conducted by written ballot which shall include the name of the Councilmember and the name of the nominee. ~~The w~~Written ballots shall be read aloud into the record.
 2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
 3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. DOCUMENTS

All documents, photographs or other materials submitted to the City Council for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CEREMONIAL GUIDELINES

Certificates of Achievement are ceremonial documents that recognize an individual's service or extraordinary achievement. They do not have any legislative value.

Prepared on appropriate paper that includes a watermark of the City Seal in the background, along with the who and what (the achievement) as supplied by the requestor

and will be signed by the Mayor.

Proclamations are official City related announcements and/or public declarations issued by the Mayor. They are ceremonial in nature and do not have any legislative value. Below are examples of proclamations that have previously been issued upon request annually; however, some may not be requested every year others may be requested through this process, as well.

- Teacher of the Year – Multiple proclamations – January
- Human Trafficking – January
- Freemanville Day – February
- Sunshine Week – March
- Vietnam War Veterans Day – March
- Government Finance Professionals Week – March
- Child Abuse Prevention – April
- Arbor Day – April
- Water Conservation Month – April
- Municipal Clerk's Week - May
- Memorial Day – May
- American Cancer Society's Relay for Life - May
- Women's Lung Health Week – May
- Parks & Recreation Month - July
- Constitution Week – September
- Childhood Cancer Month – September
- Florida Government Week – October
- Domestic Abuse Month – October
- Breast Cancer Awareness Month – October
- Veterans Day – November
- Small Business Saturday – November
- Purple Heart – November

Proclamations are prepared on 8 ½ x 11 paper, be enclosed in a certificate holder, and include the following:

- Whereas clauses providing information that basically describe the five W's (who, what, when, where, and why)
- A Now, Therefore Be It Resolved clause proclaiming a specific event
- An execution date representing the date the Mayor signed the document or the date of the event
- Signature of the Mayor
- City Seal

Keys to the City are an honor bestowed by the City upon distinguished persons and honored guests of the City of Port Orange. It symbolizes outstanding civic contributions of the recipient and should be given out only in extraordinary circumstances.

The Key to the City is the City's most prestigious award and will only be used to recognize exceptional achievement or to bestow honor upon distinguished persons and honored guests of the City of Port Orange.

These ceremonial declarations are issued for the following reasons:

1. Recognition of action or service above and beyond the call of duty.
2. Recognition of extraordinary achievement.
3. Supporting actions that improve the quality of life of the Port Orange community, or
4. To raise public awareness of issues that directly affect the Port Orange community.

Request Process

An application form, maintained by the City Clerk's Office, for a Proclamation or Certificate of Achievement should be submitted to the City Clerk's Office at least ten (10) business days prior to the event, along with a sample proclamation. Individuals/organizations are encouraged to submit their request as early as possible. Applications received after the deadline will be prepared based upon staff availability. Requestors will be advised when issuance cannot occur by the event date.

The City Clerk, or his/her designee, will initially review all applications and forward to the City Manager for final approval. The City Manager can seek concurrence from the Mayor if there are concerns.

Receipt of Final Document

Individuals/organizations have several options for receiving the finalized document:

1. Proclamation/Certificate can be picked up from the City Clerk's Office/City Hall.
2. Presentation can occur prior to the start of any City Council Meeting/Workshop.
3. Presentation can occur at a regularly scheduled Council Meeting which may require additional information for agenda purposes.
4. Presentation can occur at an event sponsored by the individual/organization subject to availability of the Mayor or a City Councilmember.

Coordination will be handled by the City Clerk's Office.

Media Coverage

The individual/organization requesting a proclamation or Certificate of Achievement will arrange for any and all media coverage. If media coverage is expected, the individual/organization shall notify the City's Public Information Officer ~~PIO~~ in advance of the meeting.

Contact Information

Mailing Address: _____
City Clerk's Office
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Telephone: 386-506-5563
Email: cityclerk@port-orange.org

VIII:IX. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

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

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the ____ day of ~~February~~ January, 2022~~4~~.

Donald O. Burnette, Mayor
ATTEST:

Robin L. Fenwick, MMC, City Clerk



PORT ORANGE CITY COUNCIL
LOCAL RULES OF PROCEDURE

I. GENERAL PARLIAMENTARY RULES.

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

II. PRESIDING OFFICER AND DUTIES.

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

III. LOCAL RULES.

- A. The following Local Rules of Procedure ("Local Rules") shall be applicable to the organization and conduct of business, as well as preparation and publication of agendas, of the City Council of the City of Port Orange, Florida. To the extent these Local Rules shall modify or conflict with the standard "Robert's Rules of Order" as adopted above, these Local Rules shall prevail to the extent of their conflict or inconsistency with "Robert's Rules of Order". The approval of these Local Rules shall take place at the first meeting held in January of each year, or as soon as possible thereafter.
 - 1. Regular meetings of the City Council shall typically be held on the first and third Tuesdays of each month, with exceptions due to holidays and Port Orange municipal election dates, at 6:30 p.m., in City Hall. These meeting dates and times are subject to change as determined necessary by the City Council or to comply with the City's Charter. There shall be no regular City Council meeting on the date of a Port Orange municipal election. A meeting that would

otherwise have been scheduled for such date shall be held on the Wednesday immediately following the election at 6:30 p.m. at City Hall.

2. Workshop meetings of the City Council shall be held as needed on the fourth Tuesday of each month at such time and place as set by Council or the City Manager. Every effort will be made to avoid the scheduling of workshops in the months of November and December. Workshops may also be scheduled at other times as determined necessary by the City Council or the City Manager.
3. All regular City Council meetings shall be held in the City Council Chambers at City Hall, unless otherwise designated by the City Council. All City Council workshops will typically be held in the Second Floor Conference Room, Lakeside Activity Center, the Adult Activity Center, or the Council Chambers at City Hall, as determined by the City Manager. All meetings of the City Council shall end by 11:00 p.m. unless extended beyond 11:00 p.m. by a successful motion of the City Council. Thereafter, the meeting shall end upon the conclusion of each hour (12:00, 1:00, etc.), unless extended by a successful motion of the City Council for each hour. Any unfinished business shall be considered at a time and place set by the City Council.
4. There may also be special meetings or workshops at such other times designated in advance by the City Council for the purposes of holding joint meetings with City boards, commissions, etc., to include receiving annual reports and presentations from the City's boards, committees, agencies and authorities, or for such other purposes as may be deemed necessary or desirable by the City Council.
5. Special meetings shall be called at the request of the Mayor or any two Councilmembers in accordance with the provisions of the City Charter and the Code of Ordinances.
6. Ex Parte Communication and Quasi-Judicial Proceedings shall be governed by City Council Resolution No. 00-65. At a minimum, all parties to a Quasi-Judicial Proceeding shall be entitled to the following:
 - a. An opportunity to call and examine witnesses, who shall be sworn;
 - b. An opportunity to introduce evidence;
 - c. An opportunity to cross examine witnesses; and
 - d. An opportunity to rebut evidence.
7. To the extent compatible with the conduct of business, all workshop meetings shall be held on an informal basis. The applicability of the City's general rules shall not be strictly applied. Presentations made at workshop meetings shall be limited to twenty (20) minutes, unless the Council, by consensus, agrees to extend the time.
8. The City Manager shall be responsible for organization and placement of items on the City Council Agenda; however, the Agenda and Agenda packets shall be prepared by the City Clerk. If the Council or any of its members wish to place an

item on an agenda, any such request or inquiry shall be directed to the City Manager's office for disposition as opposed to any Councilmember contacting any City officer or employee who is subject to the direction and supervision of the City Manager.

9. With regard to the agenda for regular City Council meetings, the following shall apply:
 - a. To the extent possible, the City Administration shall group all matters by subject area, and shall place as many items as possible on the consent portion of the agenda. Those items of a controversial nature or those that need explanation will not be placed on the Consent Agenda.
 - b. The Consent Agenda shall be considered by Council only after the public has had an opportunity to comment on the items included. Should Council need further discussion to occur on a Consent Agenda Item, he/she may motion for the item to be pulled and discussed separately. Those items pulled will be discussed immediately following the Consent Agenda approval.
 - c. The agenda format shall generally be as follows: Call to Order; Invocation; Pledge of Allegiance; Roll Call; Recognition and Proclamations; Consent Agenda (to include Public Comments on Consent Agenda Items and Agenda Approval); Public Participation (Agenda); Public Participation (Non-Agenda); Council Comments; Reports, Board Appointments, Interviews, and Reports; Tabled Items; Public Hearings (to include second readings of ordinances); Regular Agenda, (to include first readings of ordinances); Additional Items from the City Attorney and the City Manager; and Council Committee reports. The agenda format is subject to change at the discretion of the City Manager or upon consensus of Council.
 - d. Any items received during the public participation (non-agenda) portion of the agenda may, at the discretion of the Council, be discussed by the City Council at the time of such presentation, may be directed by the Council to the City Manager for action or resolution, or may be added to a subsequent meeting or workshop agenda if a member of the City Council so specifically requests.
 - e. Votes taken on ordinances and resolutions shall be by roll call and shall be recorded by the City Clerk. All roll call votes shall be in order of District with District 1 voting first, District 2 voting second, and so on, with the Vice Mayor always voting fourth and the Mayor voting last.
 - f. Once a motion has been made, seconded, and voted upon, it is final, except that the Council may reconsider that matter at the same meeting at which the motion was voted upon or the immediate subsequent meeting. If reconsideration is requested for an immediate subsequent meeting, the Councilmember requesting reconsideration shall notify the City Clerk in advance of the meeting at which the reconsideration will take place and provide the reasons for requesting reconsideration to allow the City Clerk to include the request as part of the meeting agenda and properly notice the item to be reconsidered. The City Clerk shall consult with the City Attorney's Office to determine sufficiency of notice to interested parties.

To reconsider a final vote of the City Council, a motion to reconsider shall be made by a member of the Council that voted on the prevailing side. The City Council shall establish for the public record the reasons that a reconsideration of the final vote was warranted.

- g. A motion made by a Councilmember to approve an item on the agenda or the consent agenda by reference to the agenda item number and/or the title of the agenda item shall automatically incorporate staff's recommended motion (as set forth in the agenda packet) unless a clear indication to the contrary is made on the record.
10. The City Council of the City of Port Orange is committed to maintaining civility in public and political discourse and encourages the public to do the same. To promote civil discourse and avoid a confrontational atmosphere, all comments by members of the Council, advisory board members, and/or the public should:
- a. Respect the right of all citizens in our community to hold different opinions;
 - b. Avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
 - c. Strive to understand differing perspectives;
 - d. Be truthful, not accusatory and avoid distortion; and
 - e. Avoid violence, prejudice and incivility towards citizens, employees, and officials of the City of Port Orange.
11. Cell phone ringers shall be disabled while a meeting or workshop is in progress.

IV. PUBLIC PARTICIPATION.

- A. The City of Port Orange recognizes the statutorily created right of the public to be heard on propositions in front of City Council as set forth in Section 286.0114, Florida Statutes, and is committed to democratic, participatory local government. The following rules, guidelines and procedures are intended to promote orderly conduct and defined methods for participation. The presiding officer shall have the authority to enforce these rules and may request the removal of any individual who has been warned of and persists with prohibited conduct.
- 1. General Rule
 - a. Members of the public shall be given a reasonable opportunity to be heard on a proposition before City Council, subject to the rules, guidelines and procedures set forth herein. The opportunity to be heard need not occur at the same meeting at which City Council takes official action on the proposition if the opportunity occurs at a meeting that is during the decision-making process and is within reasonable proximity in time before the meeting at which City Council takes the official action.
 - b. Public participation is not required under the following circumstances:
 - i. An official act must be taken to deal with an emergency situation affecting

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

2. Meeting Decorum and Conduct

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

3. Procedures and Guidelines for Public Participation

- a. Public Participation – Non-Agenda
 - i. The City Council allocates 20 minutes at each regularly scheduled City Council Meeting for members of the public who wish to appear before the City Council to make a request, voice a complaint or concern, express an opinion, or give recognition. Council may extend the allocated time by majority vote of the Council.
 - ii. Members of the public who wish to be heard shall complete a public participation form and provide the completed form to the City Clerk prior to the beginning of the meeting. Public participation forms shall be made available outside Council Chambers one hour prior to the

meeting and in the City Clerk's Office during regular business hours. The City Clerk shall present all completed forms to the presiding officer prior to the beginning of the meeting.

- iii. The presiding officer shall divide the time allocated equally between all who have signed-up to speak. Each individual shall be afforded no more than three minutes to speak, unless such time is extended by a majority vote of City Council.
- iv. If an item brought forward under Public Participation – Non-Agenda requires a longer presentation by the citizen or will require staff research of materials, the item may be scheduled by the Mayor for a future City Council Meeting under Public Participation – Agenda.

b. Public Participation – Agenda

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

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

- i. Members of the public shall be given an opportunity to be heard on public hearing items and regular agenda items once the applicant has completed his or her presentation, the City Staff has completed its presentation on the issue, and interested parties, if any have completed

their presentation; and before a decision has been made by City Council.

- ii. Members of the public who wish to be heard on a particular item listed on the agenda may choose to complete a public participation form and turn-in the completed form to the City Clerk in advance of the meeting or raise a hand and wait to be called-on when the presiding officer opens the floor to comments from the public.
- iii. Applicant(s) and City Staff shall have as much time as necessary to make their presentation before the City Council. Each member of the public shall have no more than three minutes to be heard once recognized by the presiding officer.

d. Submission of Petitions

- i. Petitions may be presented to Council during public participation at a meeting or by mailing or hand-delivering to the City Clerk.
- ii. If the petition is presented at a meeting, the presenter shall present the petition to the presiding officer through the City Clerk along with a brief overview of the reason for the petition. Such presentation shall be limited to three minutes.
- iii. If the petition is sent by mail or hand-delivered to the City Clerk, the petition shall provide the reason for the petition. Upon receipt of the petition, the City Clerk shall place the item on the agenda with a copy of the petition for the next available meeting for discussion.

V. **OPENING INVOCATION**

A. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

- 1. After the Call to Order of all official meetings of the City Council an Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting. If the selected speaker is absent or a selection cannot be made for any reason, the invocation will consist of a brief moment of silence.
- 2. The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

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

Dear Sir or Madam:

The City of Port Orange City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Port Orange and Volusia County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the

leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Volusia County, you are invited to offer this important service at an upcoming meeting of the City Council.

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

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

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

*Regards,
City Clerk or his/her designee*

4. As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver a brief and succinct invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.
5. No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker.
6. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.
7. The following statement shall be placed at the bottom of City Council meeting

agendas:

Any invocation that is offered before the official start of the City Council meeting shall be the voluntary offering of a private person, to and for the benefit of the City Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious beliefs or views of this, or any other speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. A person may exit the City Council Chambers and return upon completion of the opening invocation if a person does not wish to participate in or witness the opening invocation.

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

- A. All appointments to city boards, commissions, and committees whose members are not subject to appointment by other entities, and in accordance with any applicable restrictions by State Statute, shall be made in accordance with the following procedures:
 1. All vacancies subject to appointment to such city boards, commissions, and committees shall be made on a nomination basis by each of the members of the City Council. This nomination shall be construed to be a Motion to Appoint. When more than one nominee has been identified for a single vacancy, voting shall be conducted by written ballot which shall include the name of the Councilmember and the name of the nominee. The written ballots shall be read aloud into the record.
 2. Roster lists and volunteer applications for City boards, commissions, and committees shall be established and maintained by the City Clerk's office.
 3. Appointments for vacancies occurring on a board wherein the particular member has, for whatever reason, not fulfilled their entire term of membership on that particular board, commission, or committee, shall be to complete the unexpired term only, unless the unexpired term is for a period of time less than six (6) months. In that event, the appointed member shall then be allowed to serve the following full regular term without reappointment.

VII. DOCUMENTS

All documents, photographs or other materials submitted to the City Council for their consideration shall be maintained by the City Clerk in accordance with the public records law. Each presenter submitting such materials shall provide copies to each Councilmember, as well as the City Manager, City Attorney, and City Clerk.

VIII. CITY MANAGER/CITY ATTORNEY ANNUAL REVIEW.

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

Approved and adopted by the City Council of the City of Port Orange, Florida, at the Regular City Council Meeting held on the 16 day of February, 2021.



A handwritten signature in blue ink, appearing to read "Donald O. Burnette", written over a horizontal line.

Donald O. Burnette, Mayor

ATTEST:

A handwritten signature in blue ink, appearing to read "Robin L. Fenwick", written over a horizontal line.

Robin L. Fenwick, MMC, City Clerk