



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

FEBRUARY 2, 2016

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. Pledge of Allegiance
2. Invocation - Rev. Bill Wassner of Port Orange United Church of Christ
3. Roll Call
4. Rules of Procedure

B. AGENDA APPROVAL

C. PUBLIC HEARING

5. Resolution No. 16-5 - 16-1 Comprehensive Plan Amendment/Martin Road

D. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

6. FDEP Public Utilities Production Award
7. Reports from Kemper Sports Management regarding Cypress Head Golf Course

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

F. COUNCIL COMMENTS

8. Comments/Concerns from Council Members

G. CONSENT AGENDA

9. Approval of Minutes
 - a. January 19, 2016 - Regular City Council Meeting

b. January 26, 2016 - Council Workshop

10. Resolution No. 16-8 - Budget Appropriation

11. Resolution No. 16-10 - Authorizing an Escrow Agreement with Bank of New York Mellon

12. Ratify and confirm the decision of the City Manager for a time extension for CDM-Smith Inc.

13. Ratify and confirm the decision of the City Manager for a time extension for Quentin L. Hampton and Associates

14. City Attorney's Report FY-16 First Quarter

H. REGULAR AGENDA

15. Resolution No. 16-9 - Grant Acceptance St. Johns River Water Management District: White Acres Improvements

16. First Reading - Ordinance No. 2015-46 - Amending Section 2-241-Permitted Investments

17. Contract for Sale of Yorktowne Property, Lot 8 Port Orange Gateway Center Replat

18. CDM Smith, Inc. "Stormwater Modeling for the Nova/Halifax Canal" Final Report Presentation

I. COMMENTS

19. City Attorney Comments

20. City Manager Comments

J. COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

a. River to Sea TPO

b. General Employees' Pension Plan

c. YMCA

K. ADJOURNMENT

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

NOTE: IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO

Regular City Council Meeting

02/02/2016

Page **3** of **3**

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, WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE; IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 1-800-955-8771.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: No

SUBJECT: Resolution No. 16-5 - 16-1 Comprehensive Plan Amendment/Martin Road

DEPARTMENT: Community Development

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to approve Resolution No. 16-5, authorizing the transmittal of the 16-1 Comprehensive Plan Amendments to the required review agencies.

SUMMARY:

Planning Commission Action 12/17/15: Recommended Approval

The Applicant is requesting to amend the Comprehensive Plan to remove Martin Road from the Comprehensive Plan. Martin Road is proposed as a 2-lane collector road that would intersect Williamson Boulevard north of the Pinnacle subdivision and south of the Ashton Point Apartments, traversing through the Woodhaven Planned Unit Development (PUD).

Recently, the developer of the Woodhaven PUD began planning the northern residential area and based on the neighborhood layout, the developer is requesting to replace Martin Road with a local residential street. The developer is concerned with the potential of through traffic using Martin Road to bypass the Airport Road/Williamson Boulevard intersection and having a negative impact on the northern neighborhood area. The removal of Martin Road as a collector road would keep through traffic on Williamson Boulevard and only allow residential traffic within the northern residential area. According to the developer, if the amendment is approved, the northern residential area will have the main access point south of the Ashton Point Apartments but will not have any connection to Williamson Boulevard north of the Pinnacle subdivision.

The proposed amendments would remove the requirement for the developer of the Woodhaven PUD to construct Martin Road and remove Martin Road from Tables and Figures (maps) in the Comprehensive Plan. The proposed amendments do not result in an increase in residential density or intensity of non-residential square-footage.

1. Amend Transportation Mobility Element, Policy 3.2.5 to remove the obligation to construct Martin Road as an improvement associated with the Woodhaven Planned Unit Development (PUD).

-
2. Amend Transportation Mobility Element Tables 1 and 3 to remove Martin Road as a future transportation improvement.
 3. Amend Transportation Mobility Element Figures (Maps) 2-2, 2-4, 2-8, and 2-10, to remove Martin Road as a planned collector road.

If approved, the proposed amendments will be transmitted to the required review agencies. Once their review is complete, if there are no required changes, then the proposed amendments will be scheduled for adoption by Council.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Reso. No. 16-5	Reso. No. 16-5.pdf
2.	Staff Report	Staff Rpt_ 16-1CPA.pdf

Cruz, Penelope	Created/Initiated - 12/31/2015
Burman, Tim	Approved - 01/05/2016
Roberts, Margaret	Approved - 01/26/2016
Johansson, M. Jake	Final Approval - 01/28/2016

RESOLUTION NO. 16-5

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ACCEPTING PROPOSED AMENDMENTS TO THE CITY OF PORT ORANGE COMPREHENSIVE PLAN AND AUTHORIZING SUBMITTAL TO THE STATE LAND PLANNING AND OTHER AGENCIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port Orange, Florida, has adopted the City of Port Orange Comprehensive Plan 2010-2025 in accordance with Chapter 163, Part II, Florida Statutes; and

WHEREAS, the City Council, Planning Commission, City staff and citizens of the City of Port Orange have cooperated and worked together in the preparation and development of the comprehensive plan amendments authorized by State law; and

WHEREAS, the proposed comprehensive plan amendments include revisions to the Future Land Use Element and Map; and

WHEREAS, the City Council has held a public hearing on January 19, 2016 to receive public input and comment on the proposed amendments to the City of Port Orange Comprehensive Plan 2010-2025; and

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the City Council desires to accept the proposed comprehensive plan amendments and authorize their transmittal to the State land planning agency and other agencies; and

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

Section 1. The amendments to the City of Port Orange Comprehensive Plan 2010-2025, attached hereto as **Exhibit "A"**, is hereby accepted, after due public hearing required by law.

Section 2. The Community Development Director is hereby authorized to submit the comprehensive plan amendments to the State land planning agency and such other agencies as may be required by law.

Section 3. This resolution shall become effective upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

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

Exhibit A

Deletions are strikethroughs (~~strikethroughs~~) and additions are underlined.

Transportation Mobility Element

Policy 3.2.5: As a condition of PUD approval, Developers will construct the following transportation improvements as generally illustrated on Figure 2-4 of the Transportation Element:

- (i) Williamson Boulevard extension from its current terminus, 0.60 miles south of the intersection of Airport Road and Williamson Boulevard, to Pioneer Trail west of I-95;
and
- (ii) Transportation improvements along Pioneer Trail centered at, but not limited to, the intersection with Williamson Boulevard to accommodate turning vehicles accessing the PUD property ~~and~~
- ~~(iii) Martin Road.~~

TABLE 1
NEEDED TRANSPORTATION IMPROVEMENTS (2025)

ROADWAY	SEGMENT		PROJECTED VOLUME	VOL./CAP RATIO	IMPROVEMENTS NEEDED	NEW CAPACITY	NEW VOL./ CAP. RATIO
	FROM	TO					
ADDITIONAL CAPACITY							
Transit Transfer Station	Dunlawton Ave. /Nova Area		N/A	N/A	New central bus transfer Station	N/A	N/A
City-wide Bus Stops			N/A	N/A	Bus stop enhancements (5)	N/A	N/A
City-wide sidewalks			N/A	N/A	Sidewalk enhancements	N/A	N/A
Clyde Morris Blvd.	Herbert St.	Willow Run Blvd.	3,289	102%	TSM/TDM	N/A	N/A
Dunlawton Ave.	Clyde Morris Blvd.	Taylor Rd.	5,361	110%	TSM/TDM or 8-lane divided	N/A or 6,880	N/A or 78%
I-95	Beville Road (SR 400)	Dunlawton Ave.	7,457	136%	6-lane divided	8,320	90%
	Dunlawton Ave.	Pioneer Trail	5,679	103%	6-lane divided	8,320	68%
Taylor Rd.	Clyde Morris Blvd.	Yorktowne Blvd.	1,830	121%	TSM/TDM	N/A	N/A
	Taylor Branch Rd.	I-95	5,957	122%	TSM/TDM or 8-lane divided	6,530	91%
	I-95	Williamson Blvd.	4,454	110%	7-lane divided	6,260	71%
Williamson Blvd.	N. City Limits	Town West Blvd.	3,191	150%	4-lane divided	3,204	100%
	Taylor Rd.	Airport Rd.	4,283	134%	TDM	N/A	*134%
Yorktowne Blvd.	Dunlawton Ave.	Hidden Lakes Dr.	1,686	122%	4-lane divided	3,204	53%
DEVELOPMENT ACCESS & OTHER NEEDS							
Coraci Blvd.	Madeline Ave.	Road "D"	484	N/A	New 2-lane	1,656	29%
	Town West Blvd	Taylor Rd.	845	N/A	New 2-lane	1,656	51%
McGinnis Blvd.	Madeline Ave.	Williamson Blvd.	1,821	N/A	New 4-lane divided	3,204	57%
Madeline Ave.	Ridgewood Ave.	McDonald Rd.	1,197	N/A	New 2-lane	1,656	72%
	Williamson Blvd.	Tomoka Farms Rd.	1,069	N/A	New 2-lane	1,656	64%
Martin Rd.	Williamson Blvd. N	Williamson Blvd. S	229	N/A	New 2-lane	1,656	14%
Ridgewood Ave.	N. City Limits	Dunlawton Ave.	3,488	N/A	TSM/TDM	N/A	N/A
	Herbert St.	Dunlawton Ave.	3,488	N/A	TSM/intersections	N/A	N/A
Spruce Creek Rd.	Canal View Blvd.	Herbert St.	316	N/A	New 2-lane	1,440	22%
Williamson Blvd.	Airport Rd.	Pioneer Tr.	2,287	N/A	New 4-lane divided	3,204	71%
Willow Run Blvd.	Williamson Blvd.	Madeline Ave. ext.	294	N/A	New 2-lane	1,656	18%
Yorktowne Blvd.	Taylor Rd.	Dunlawton Ave.	1,062	N/A	New 4-lane divided	3,204	33%
	Hidden Lakes Dr.	Willow Run Blvd.	1,494	N/A	New 4-lane divided	3,204	47%

* Although volume may be higher, VMTs are expected to drop substantially, by approximately 38%, once development of new commercial nodes planned in the area occurs.

Note: "Needed" refers to those improvements needed to maintain the City's adopted LOS standard or to provide access.

Note: TSM/TDM improvements are proposed for designated constrained facilities on which capacity improvements are not feasible.

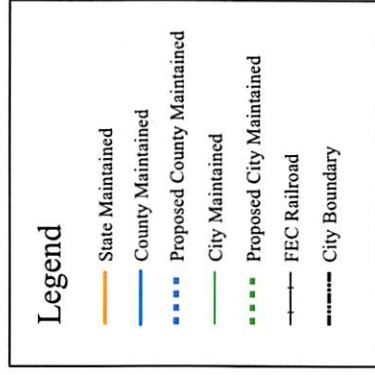
TABLE 3
PROGRAMMED TRANSPORTATION IMPROVEMENTS
FISCAL YEARS 2010-2015

TRANSPORTATION FACILITY	SEGMENT		CONSTRUCTION IMPROVEMENT	COST	FUNDING SOURCE
	FROM	TO			
BIKE/PED PROJECTS					
Clyde Morris Blvd.	Dunlawton Ave.	W. Pines Plaza Driveway	Sidewalk	\$70,800	City/TPO
Cross-Town Trail	City Center Dr.	Nova Rd.	Trail	\$568,618	City/TPO
Halifax Dr.	Dunlawton Ave.	Ocean Ave.	Bike-ped facility	\$100,000	City/CRA
Herbert St.	Carriage Gate Dr.	Nova Rd.	Sidewalk & trail	\$483,617	City/TPO XU
Herbert St.	Nova Rd.	Jackson St.	Sidewalk/bike lanes	\$30,589	City/TPO XU
Peninsula Dr.	Dunlawton Ave.	Demotte Ave.	Sidewalk	\$43,400	City /TPO XU
Ridgewood Ave.	N. City Limits	Dunlawton Ave.	Streetscape improvements	\$3,982,500	FDOT/CRA
Spruce Creek Rd.	Dunlawton Ave.	Herbert St.	Trail	\$250,000	City/TPO
	Taylor Rd.	Central Park Blvd.	Trail	\$226,600	City/TPO
Taylor Rd.	Williamson Blvd.	Taylor Branch Rd.	Pedestrian improvements	\$300,000	City/FDOT/ Developer
TRANSPORTATION SYSTEMS MANAGEMENT PROJECTS					
Clyde Morris Blvd.	At Pines Plaza/Wal-Mart driveway		Install traffic signal	\$345,000	City/Developer
Dunlawton Ave.	Ridgewood Ave	I-95	Fiber optic addition	\$250,000	FDOT
	At Spruce Creek Rd.		Intersection improvement	\$750,000	CRA
	At Village Trail		Turn lane	\$175,500	City/TPO
	Halifax Ave.	Ocean Ave.	Dunlawton Ave.	New roadway alignment	\$2,351,250
Ocean Ave.	Halifax Ave.	Ridgewood Ave.	New roadway alignment	\$2,351,250	CRA
Pioneer Tr.	At Turnbull Bay Rd.		Intersection Improvement	\$1,550,000	VCO
Ridgewood Ave.	At Herbert St. and Dunlawton Ave.		Intersection improvements	\$2,050,000	FDOT
Taylor Rd.	At Devon Street		New traffic signal	\$247,217	City/FDOT
	At Dunlawton Ave.		Traffic signal modification	\$200,000	Developer
	At I-95 Interchange		WB left turn lane ext.	\$200,000	City/FDOT/Developer
Williamson Blvd.	At Town West Blvd.		New traffic signal	\$273,000	Developer
	At Pioneer Trail		Intersection improvements	\$490,000	Developer
Willow Run Blvd.	At Clyde Morris Blvd.		Turn lane	\$130,000	City/TPO
ROADWAY WIDENING PROJECTS					
Coraci Blvd.	Town West Blvd.	¼ mile south	New 2-lane divided	\$850,000	Developer
	¼ mile south of Town West	Carmody Lakes Dr.	New 2-lane	\$1,300,000	City/Developer
ROADWAY WIDENING PROJECTS CONTINUED					
Martin Rd.	Williamson Blvd. N	Williamson Blvd. S	New 2-lane road	\$4,382,560	Developer

FIGURE 2 - 2

Roadway Maintenance

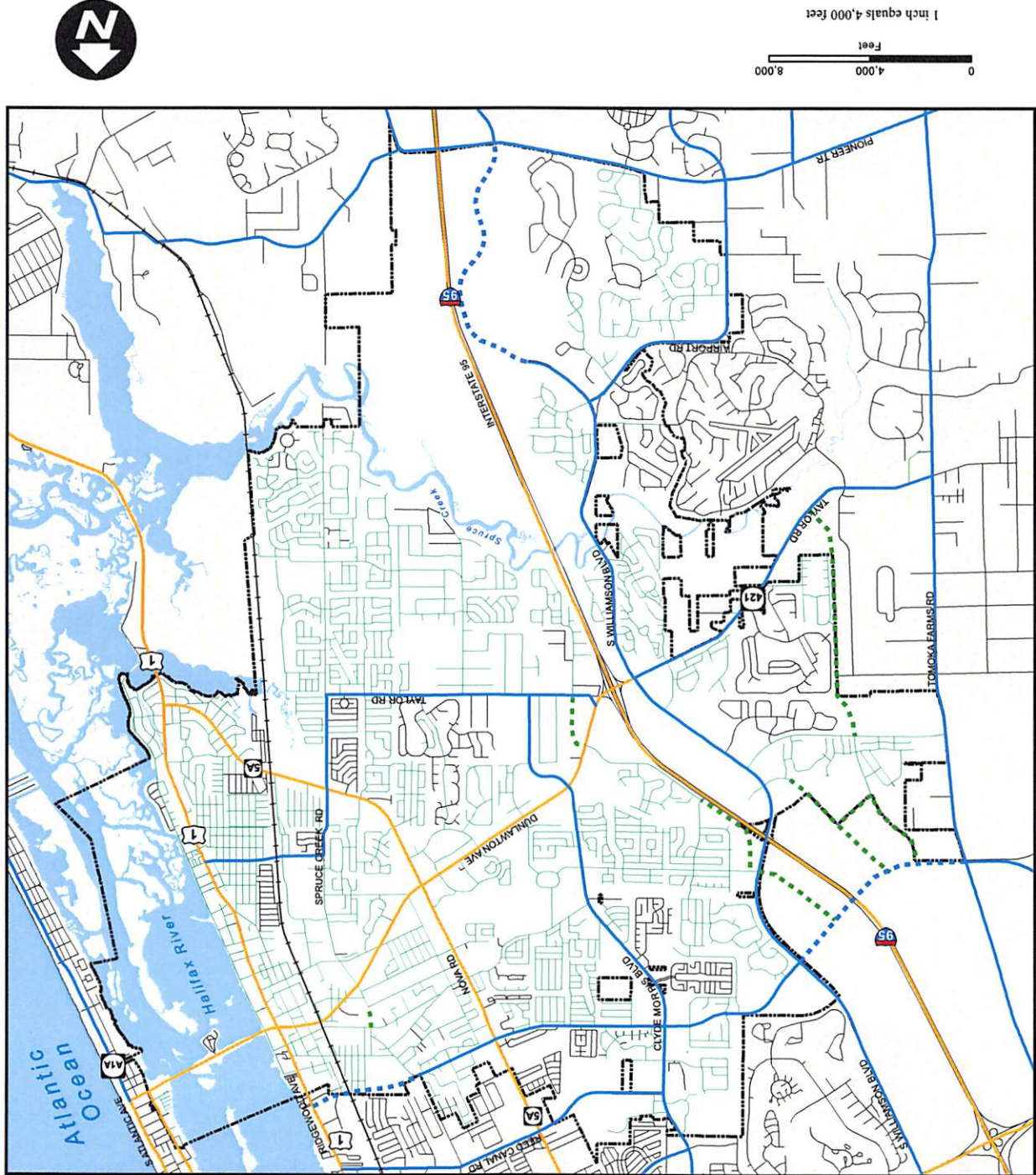
Existing (2009) & Proposed (2025)



City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015



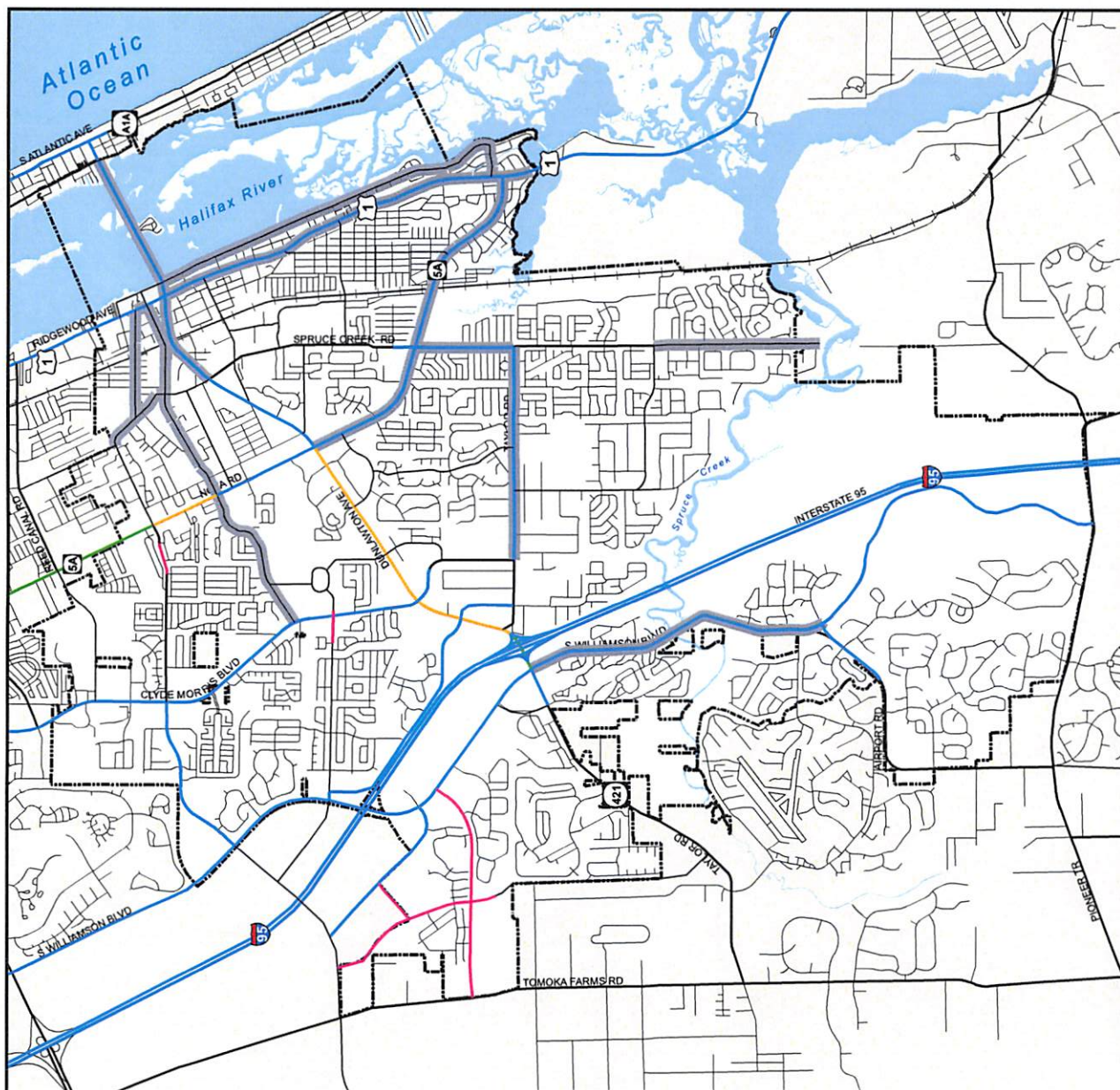


FIGURE 2 - 4

Roadway Number of Lanes (2025)

Legend

- 6-Lane Divided
- 5-Lane Divided
- 4-Lane Divided
- 2-Lane Divided
- 2-Lane
- Constrained Roadway
- FEC Rail Road
- City Boundary

City of Port Orange

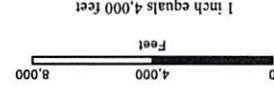
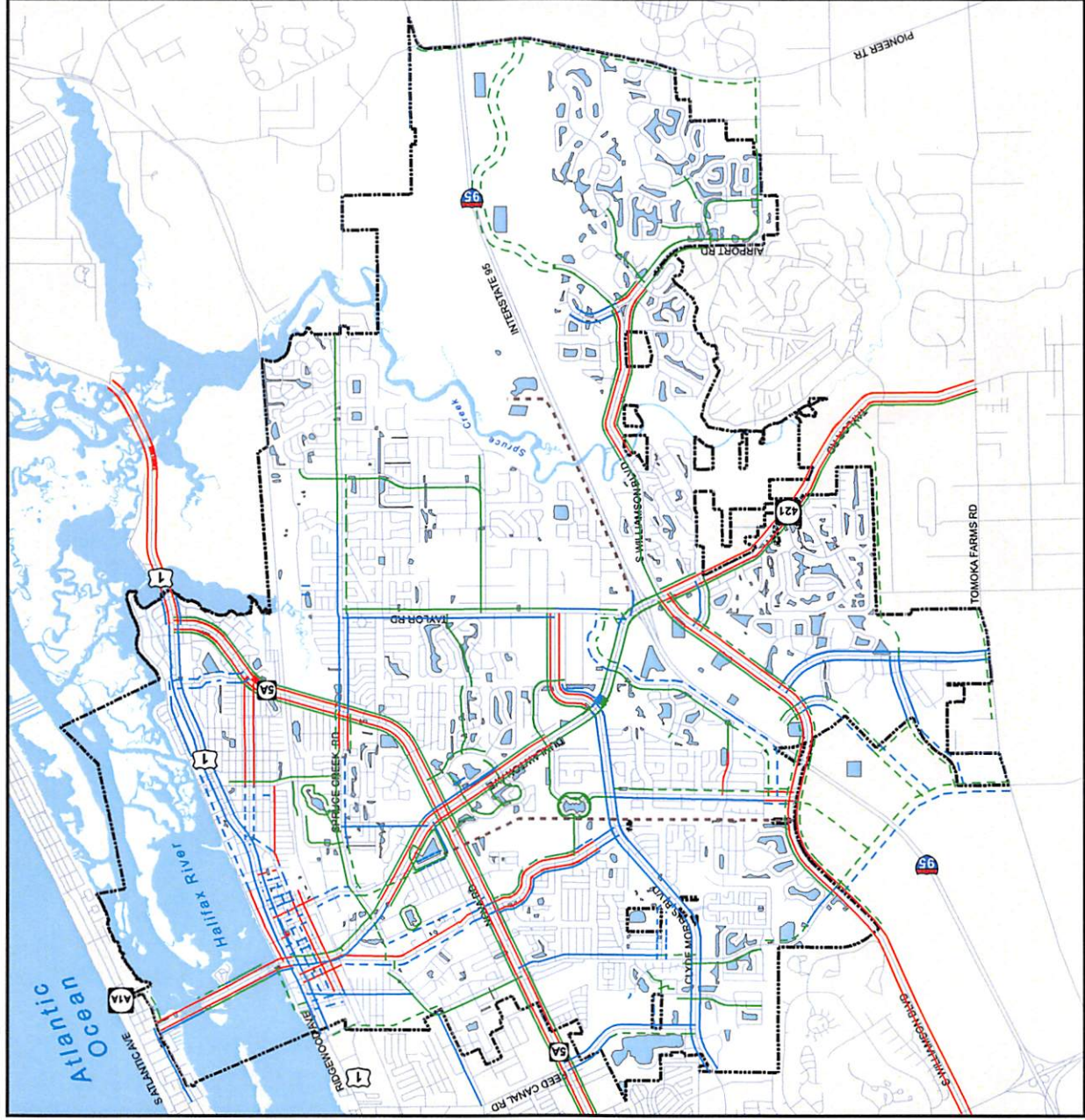
COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015

FIGURE 2 - 8

Significant Bikeways & Pedestrian Sidewalks

Existing (2009) & Proposed (2025)



Legend

- Existing 8' Bikeway or Paved Shoulder
- Proposed 8' Bikeway or Paved Shoulder
- Existing 8' Bikeway/Sidewalk
- Proposed 8' Bikeway/Sidewalk
- Existing 5' Bikeway/Sidewalk
- Proposed 5' Bikeway/Sidewalk
- Proposed 12' Multi-Use Trail
- City Boundary

City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

*SOURCE: City of Port Orange Community Development
December 2015*

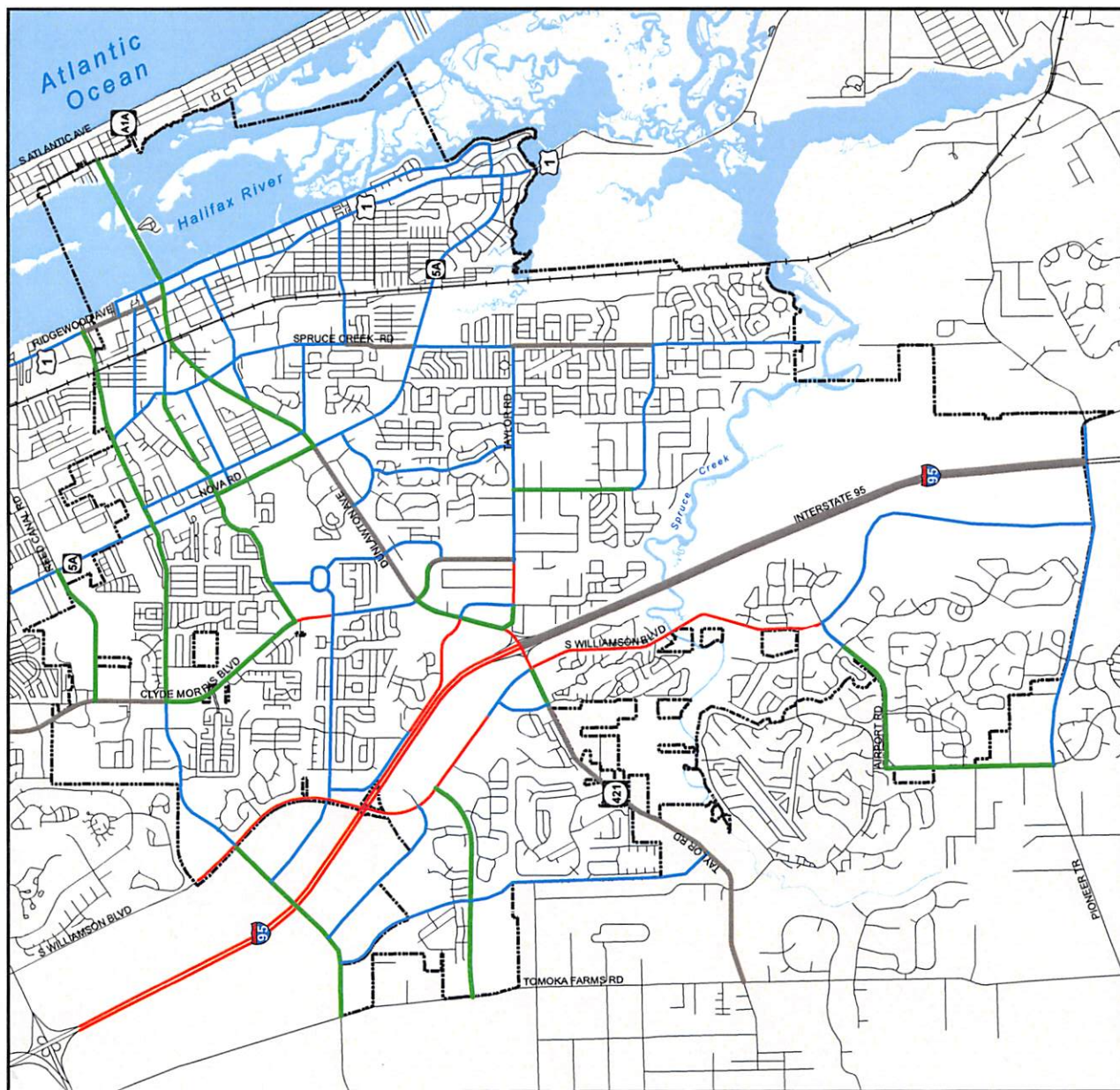


FIGURE 2 - 10

Roadway Level of Service (2025)

Legend

Level of Service

- LOS A
- LOS B
- LOS C
- LOS D
- LOS E
- LOS F

City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015



STAFF REPORT

16-1 Large-Scale Comprehensive Plan Amendment/
Martin Road
CASE NO. 15-20000002

REQUEST:	Amend the Comprehensive Plan, Transportation Mobility Element, Policy 3.2.5, Tables 1 and 3, and Figures 2-2, 2-4, 2-8, and 2-10, to remove Martin Road as a planned collector road.
OWNER:	CC Woodhaven, LLC
APPLICANT:	Lassiter Transportation Group
STAFF CONTACT:	Penelope Cruz, Principal Planner (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Approved
CITY COUNCIL DATE:	January 19, 2016

INTRODUCTION

The Applicant is requesting to amend the Comprehensive Plan to remove Martin Road from the Comprehensive Plan. Martin Road is proposed as a 2-lane collector road and is currently shown intersecting Williamson Boulevard north of the Pinnacle subdivision and south of the Ashton Point Apartments, traversing through the Woodhaven Planned Unit Development (PUD) (see Figure 1).

Recently, the developer of the Woodhaven PUD began planning the northern residential area and based on the neighborhood layout, the developer is requesting to replace Martin Road with a local residential street. The developer is concerned with the potential of through traffic that could use Martin Road to bypass the Airport Road/Williamson Boulevard intersection and have a negative impact on the northern neighborhood area. The removal of Martin Road as a collector road would keep through traffic on Williamson Boulevard and only allow residential traffic within the northern residential area. According to the developer, if the amendment is approved, the northern residential area will have the main access point south of the Ashton Point Apartments but will not have any connection to Williamson Boulevard north of the Pinnacle subdivision.

Figure 1



The Applicant is proposing the following amendments to the Comprehensive Plan:

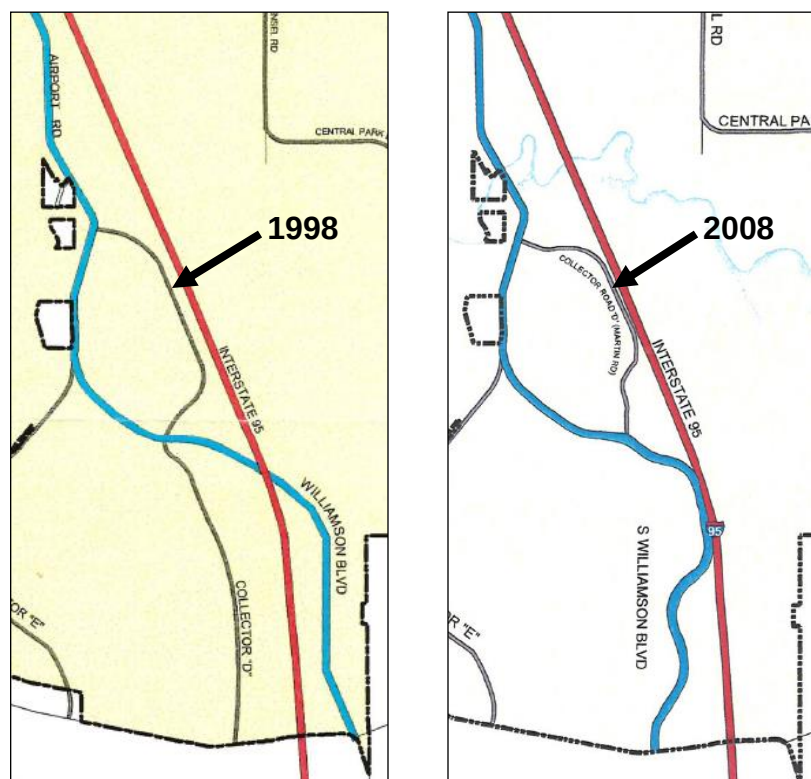
- 1) Amend Transportation Mobility Element, Policy 3.2.5 to remove the obligation to construct the Martin Road as an improvement associated with the Woodhaven Planned Unit Development (PUD).
- 2) Amend Transportation Mobility Element Tables 1 and 3 to remove Martin Road as a future transportation improvement.
- 3) Amend Transportation Mobility Element Figures (Maps) 2-2, 2-4, 2-8, and 2-10, to remove Martin Road as a planned collector road.

CASE BACKGROUND

In the City's 1998 Comprehensive Plan, Martin Road or Collector "D" was initially planned as a collector road that ran parallel along the west of I-95 to the intersection with Pioneer Trail, and Williamson Boulevard was planned as an arterial road that would cross I-95 just southeast of the current terminus, with an interchange planned at that point, then continue east through what is now the Doris Leeper Spruce Creek Preserve, and finally bend south towards the intersection with Pioneer Trail.

In 2003, the Volusia County Council re-aligned Williamson Boulevard to its current location, lying west of I-95, to protect the lower Spruce Creek area east of I-95. In 2008, the City's Comprehensive Plan was amended to reflect the new alignment of Williamson Boulevard and the modified alignment of Martin Road. With Williamson Boulevard lying west of I-95, it was determined not necessary for Martin Road to also extend to Pioneer Trail.

Figure 2. Excerpt of Comprehensive Plan, Transportation Element, Future Functional Classification Map (1998, 2008)



In 2010, the City amended the Comprehensive Plan to prohibit new single-family, duplex or triplex lots from having direct driveway access to an arterial or collector roadway. The Woodhaven PUD was amended in 2013 to bring the PUD into compliance with the Comprehensive Plan and the various changes that occurred with the planned roadway network since the original adoption of the PUD in 1997. The 2013 Woodhaven PUD amendment recognized Martin Road as a collector road. The PUD amendment was approved with a provision that allows half of the extension frontage of Martin Road to contain direct driveway access to single-family residential lots and traffic calming measures.

PROPOSED AMENDMENTS

The proposed amendments would remove the requirement for the developer of the Woodhaven project to construct Martin Road and removes Martin Road from Tables and Figures (maps) in the Comprehensive Plan. The proposed amendments do not result in an increase in residential density or intensity of non-residential square-footage.

DISCUSSION

The following discussion will examine the proposed amendments and the impacts of the proposed amendments, and the existing environmental conditions.

Initial plans had residential streets with single-family lots feeding into Martin Road, similar to Village Trail and Swallow Trail. However, in 2013, the Woodhaven PUD was amended to allow residential driveways to have direct driveway access along half of the frontage of Martin Road along with appropriate traffic calming measures. According to the applicant, the combination of these design elements for Martin Road result in it functioning more like a local residential street and not a collector road as originally planned in the late 1990's.

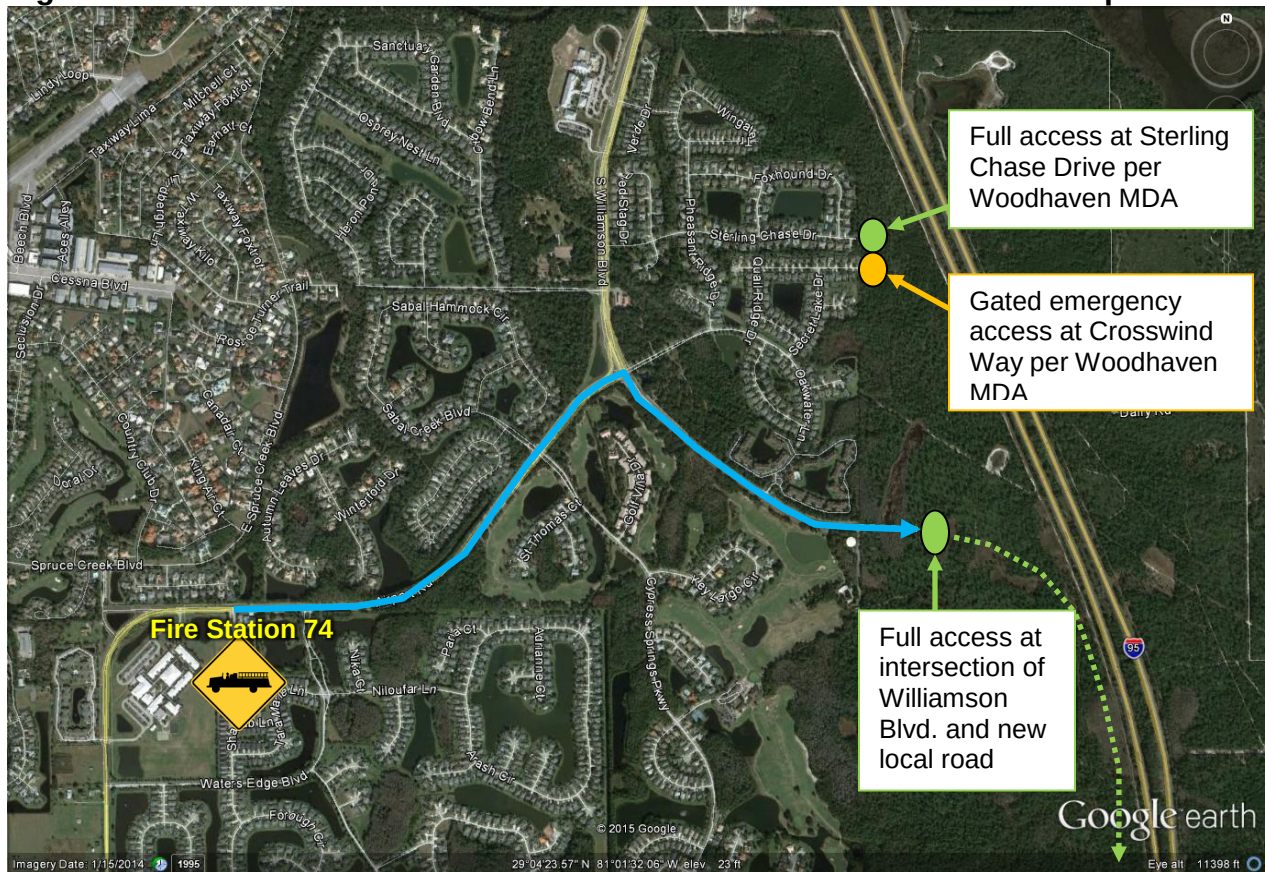
The applicant, Lassiter Transportation Group (LTG), prepared a study to assess the impact on the surrounding roadway network if Martin Road was not constructed as currently planned. According to the applicant, all vehicles that would travel on Martin Road have been accounted for and already included in the traffic volume projections for the northern and southern segments of Williamson Boulevard. In addition, the removal of Martin Road does not reduce the roadway capacity for Williamson Boulevard.

Transportation Planning staff has reviewed the proposal and does not anticipate that removing Martin Road and allowing the northern residential area of the Woodhaven development to be developed with a local road, would create a significant operational impact to the road network.

Both the Fire and Police departments reviewed the proposed amendment and do not anticipate any negative impacts on providing services to the northern residential area with the removal of Martin Road. If the proposed amendment were approved, emergency services would be able to access the northern residential area at the access point off Williamson Boulevard, south of Ashton Point Apartments and through future emergency crash gates located within the Ashton Lake and Sanctuary Subdivisions. The study prepared by Lassiter Transportation Group also evaluated the removal of

Martin Road on emergency services and concluded no negative impacts are anticipated.

Figure 3. Access to Northern Residential Area of the Woodhaven Development



REVIEW CRITERIA AND STAFF FINDINGS

1. *Consistency with the City's Comprehensive Plan.*

Staff finding: The proposed amendment is generally consistent with the Goals, Objectives, and Policies of the City's Comprehensive Plan. All public facilities have adequate capacity to accommodate the proposed amendment. The proposed amendment is compatible with adjacent land uses and protects natural resources by not requiring the extension of a collector road through an environmental sensitive area.

2. *Compatibility with land use designations for adjacent parcels and neighborhoods.*

Staff finding: The proposed amendment is compatible with the adjacent properties and the land use pattern of the area. The proposed amendment is to remove the requirement to construct a collector road (Martin Road) and does not change the density or intensity of any property.

3. *Impacts on public facilities/infrastructure/services.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore, there are no negative impacts anticipated on infrastructure. The proposed amendment does not result in an increase in volume of vehicles on Williamson Boulevard; therefore, there are no new impacts to infrastructure that have not already been planned for.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The proposed amendment is not anticipated to negatively impact the clearance time for population living in the Hurricane Vulnerability Zone (HVZ). Williamson Boulevard is the route that the population in the general area of Martin Road would use during an evacuation. Removing Martin Road is not anticipated to negatively impact Williamson Boulevard during an evacuation. Martin Road is not identified as a Hurricane Evacuation Route.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment is to remove a collector roadway (Martin Road) running through a planned residential development. The developer intends to construct a roadway network within the planned residential development consisting of local roads. The residential area where Martin Road is proposed is accounted for in the City's Utility and Master Plan and the City's Water Supply Work Plan.

RECOMMENDATION

Staff recommends approval of the requested amendment to the City's Comprehensive Plan, Transportation Mobility Element, Policy 3.2.5, Tables 1 and 3, and Figures 2-2, 2-4, 2-8, and 2-10, to remove Martin Road as a planned collector road.

ATTACHMENTS

- Exhibit A - Text Amendments to Comprehensive Plan, Transportation Mobility Element, Policy 3.2.5, and Tables 1 and 3
- Exhibit B - Current Comprehensive Plan, Transportation Mobility Element, Figures 2-2, 2-4, 2-8, and 2-10
- Exhibit C - Proposed Comprehensive Plan, Transportation Mobility Element, Figures 2-2, 2-4, 2-8, and 2-10

Exhibit A

Deletions are strikethroughs (~~strikethroughs~~) and additions are underlined.

Transportation Mobility Element

Policy 3.2.5: As a condition of PUD approval, Developers will construct the following transportation improvements as generally illustrated on Figure 2-4 of the Transportation Element:

- (i) Williamson Boulevard extension from its current terminus, 0.60 miles south of the intersection of Airport Road and Williamson Boulevard, to Pioneer Trail west of I-95;
and
- (ii) Transportation improvements along Pioneer Trail centered at, but not limited to, the intersection with Williamson Boulevard to accommodate turning vehicles accessing the PUD property; ~~and~~
- ~~(iii) Martin Road.~~

TABLE 1
NEEDED TRANSPORTATION IMPROVEMENTS (2025)

ROADWAY	SEGMENT		PROJECTED VOLUME	VOL./CAP RATIO	IMPROVEMENTS NEEDED	NEW CAPACITY	NEW VOL./CAP. RATIO
	FROM	TO					
ADDITIONAL CAPACITY							
Transit Transfer Station	Dunlawton Ave. /Nova Area		N/A	N/A	New central bus transfer Station	N/A	N/A
City-wide Bus Stops			N/A	N/A	Bus stop enhancements (5)	N/A	N/A
City-wide sidewalks			N/A	N/A	Sidewalk enhancements	N/A	N/A
Clyde Morris Blvd.	Herbert St.	Willow Run Blvd.	3,289	102%	TSM/TDM	N/A	N/A
Dunlawton Ave.	Clyde Morris Blvd.	Taylor Rd.	5,361	110%	TSM/TDM or 8-lane divided	N/A or 6,880	N/A or 78%
I-95	Beverlie Road (SR 400)	Dunlawton Ave.	7,457	136%	6-lane divided	8,320	90%
Taylor Rd.	Dunlawton Ave.	Pioneer Trail	5,679	103%	6-lane divided	8,320	68%
	Clyde Morris Blvd.	Yorktowne Blvd.	1,830	121%	TSM/TDM	N/A	N/A
	Taylor Branch Rd.	I-95	5,957	122%	TSM/TDM or 8-lane divided	6,530	91%
	I-95	Williamson Blvd.	4,454	110%	7-lane divided	6,260	71%
Williamson Blvd.	N. City Limits	Town West Blvd.	3,191	150%	4-lane divided	3,204	100%
Yorktowne Blvd.	Taylor Rd.	Airport Rd.	4,283	134%	TDM	N/A	* 134%
	Dunlawton Ave.	Hidden Lakes Dr.	1,686	122%	4-lane divided	3,204	53%
DEVELOPMENT ACCESS & OTHER NEEDS							
Coraci Blvd.	Madeline Ave.	Road "D"	484	N/A	New 2-lane	1,656	29%
	Town West Blvd	Taylor Rd.	845	N/A	New 2-lane	1,656	51%
McGinnis Blvd.	Madeline Ave.	Williamson Blvd.	1,821	N/A	New 4-lane divided	3,204	57%
Madeline Ave.	Ridgewood Ave.	McDonald Rd.	1,197	N/A	New 2-lane	1,656	72%
	Williamson Blvd.	Tomoka Farms Rd.	1,069	N/A	New 2-lane	1,656	64%
Martin Rd.	Williamson Blvd. N	Williamson Blvd. S	229	N/A	New 2-lane	1,656	14%
Ridgewood Ave.	N. City Limits	Dunlawton Ave.	3,488	N/A	TSM/TDM	N/A	N/A
	Herbert St.	Dunlawton Ave.	3,488	N/A	TSM/intersections	N/A	N/A
Spruce Creek Rd.	Canal View Blvd.	Herbert St.	316	N/A	New 2-lane	1,440	22%
Williamson Blvd.	Airport Rd.	Pioneer Tr.	2,287	N/A	New 4-lane divided	3,204	71%
Willow Run Blvd.	Williamson Blvd.	Madeline Ave. ext.	294	N/A	New 2-lane	1,656	18%
Yorktowne Blvd.	Taylor Rd.	Dunlawton Ave.	1,062	N/A	New 4-lane divided	3,204	33%
	Hidden Lakes Dr.	Willow Run Blvd.	1,494	N/A	New 4-lane divided	3,204	47%

* Although volume may be higher, VMTs are expected to drop substantially, by approximately 38%, once development of new commercial nodes planned in the area occurs.
Note: "Needed" refers to those improvements needed to maintain the City's adopted LOS standard or to provide access.
Note: TSM/TDM improvements are proposed for designated constrained facilities on which capacity improvements are not feasible.

TABLE 3
PROGRAMMED TRANSPORTATION IMPROVEMENTS
FISCAL YEARS 2010-2015

TRANSPORTATION FACILITY	SEGMENT		CONSTRUCTION IMPROVEMENT	COST	FUNDING SOURCE
	FROM	TO			
BIKE/PED PROJECTS					
Clyde Morris Blvd.	Dunlawton Ave.	W. Pines Plaza Driveway	Sidewalk	\$70,800	City/TPO
Cross-Town Trail	City Center Dr.	Nova Rd.	Trail	\$568,618	City/TPO
Halifax Dr.	Dunlawton Ave.	Ocean Ave.	Bike-ped facility	\$100,000	City/CRA
Herbert St.	Carriage Gate Dr.	Nova Rd.	Sidewalk & trail	\$483,617	City/TPO XU
Herbert St.	Nova Rd.	Jackson St.	Sidewalk/bike lanes	\$30,589	City/TPO XU
Peninsula Dr.	Dunlawton Ave.	Demotte Ave.	Sidewalk	\$43,400	City /TPO XU
Ridgewood Ave.	N. City Limits	Dunlawton Ave.	Streetscape improvements	\$3,982,500	FDOT/CRA
Spruce Creek Rd.	Dunlawton Ave.	Herbert St.	Trail	\$250,000	City/TPO
Taylor Rd.	Taylor Rd.	Central Park Blvd.	Trail	\$226,600	City/TPO
	Williamson Blvd.	Taylor Branch Rd.	Pedestrian improvements	\$300,000	City/FDOT/ Developer
TRANSPORTATION SYSTEMS MANAGEMENT PROJECTS					
Clyde Morris Blvd.	At Pines Plaza/Wal-Mart driveway		Install traffic signal	\$345,000	City/Developer
Dunlawton Ave.	Ridgewood Ave	I-95	Fiber optic addition	\$250,000	FDOT
	At Spruce Creek Rd.		Intersection improvement	\$750,000	CRA
	At Village Trail		Turn lane	\$175,500	City/TPO
Halifax Ave.	Ocean Ave.	Dunlawton Ave.	New roadway alignment	\$2,351,250	CRA
Ocean Ave.	Halifax Ave.	Ridgewood Ave.	New roadway alignment	\$2,351,250	CRA
Pioneer Tr.	At Turnbull Bay Rd.		Intersection Improvement	\$1,550,000	VCO
Ridgewood Ave.	At Herbert St. and Dunlawton Ave.		Intersection improvements	\$2,050,000	FDOT
Taylor Rd.	At Devon Street		New traffic signal	\$247,217	City/FDOT
	At Dunlawton Ave.		Traffic signal modification	\$200,000	Developer
Williamson Blvd.	At I-95 Interchange		WB left turn lane ext.	\$200,000	City/FDOT/Developer
	At Town West Blvd.		New traffic signal	\$273,000	Developer
	At Pioneer Trail		Intersection improvements	\$490,000	Developer
Willow Run Blvd.	At Clyde Morris Blvd.		Turn lane	\$130,000	City/TPO
ROADWAY WIDENING PROJECTS					
Coraci Blvd.	Town West Blvd.	¼ mile south	New 2-lane divided	\$850,000	Developer
	¼ mile south of Town West	Carmody Lakes Dr.	New 2-lane	\$1,300,000	City/Developer
ROADWAY WIDENING PROJECTS CONTINUED					
Martin Rd.	Williamson Blvd. N	Williamson Blvd. S	New 2-lane road	\$4,382,560	Developer

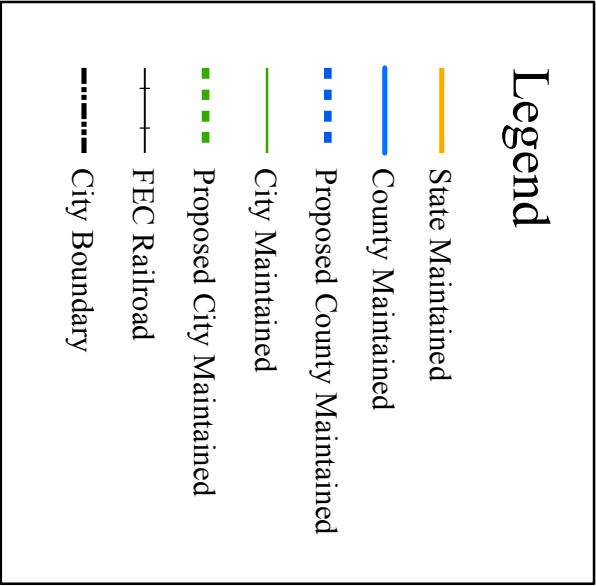
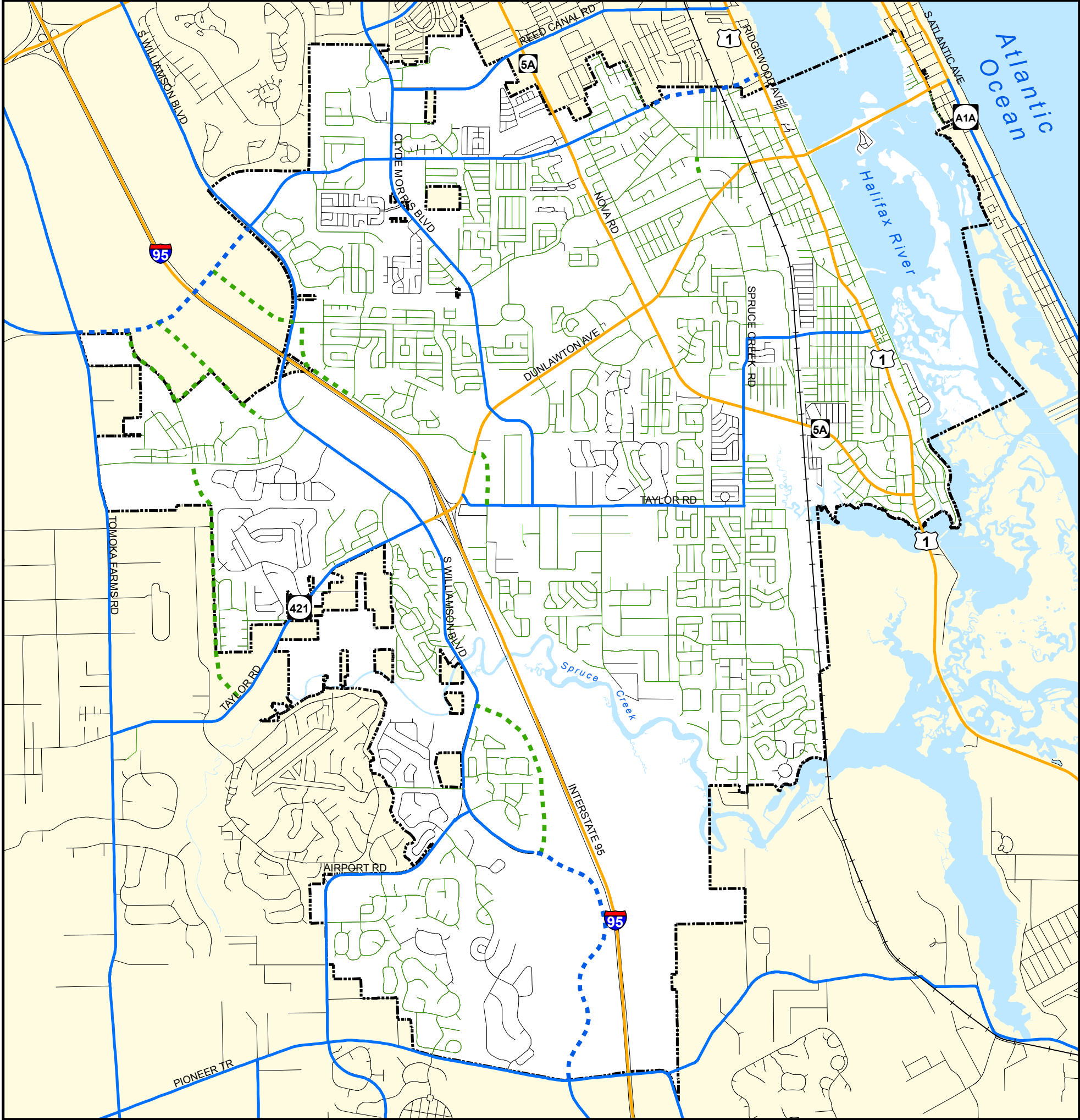
Exhibit B

**Current Comprehensive Plan
Transportation Mobility Element
Figures 2-2, 2-4, 2-8, and 2-10**

FIGURE 2 - 2

Roadway Maintenance

Existing (2009) & Proposed (2025)



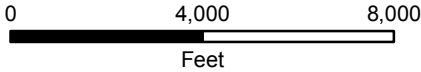
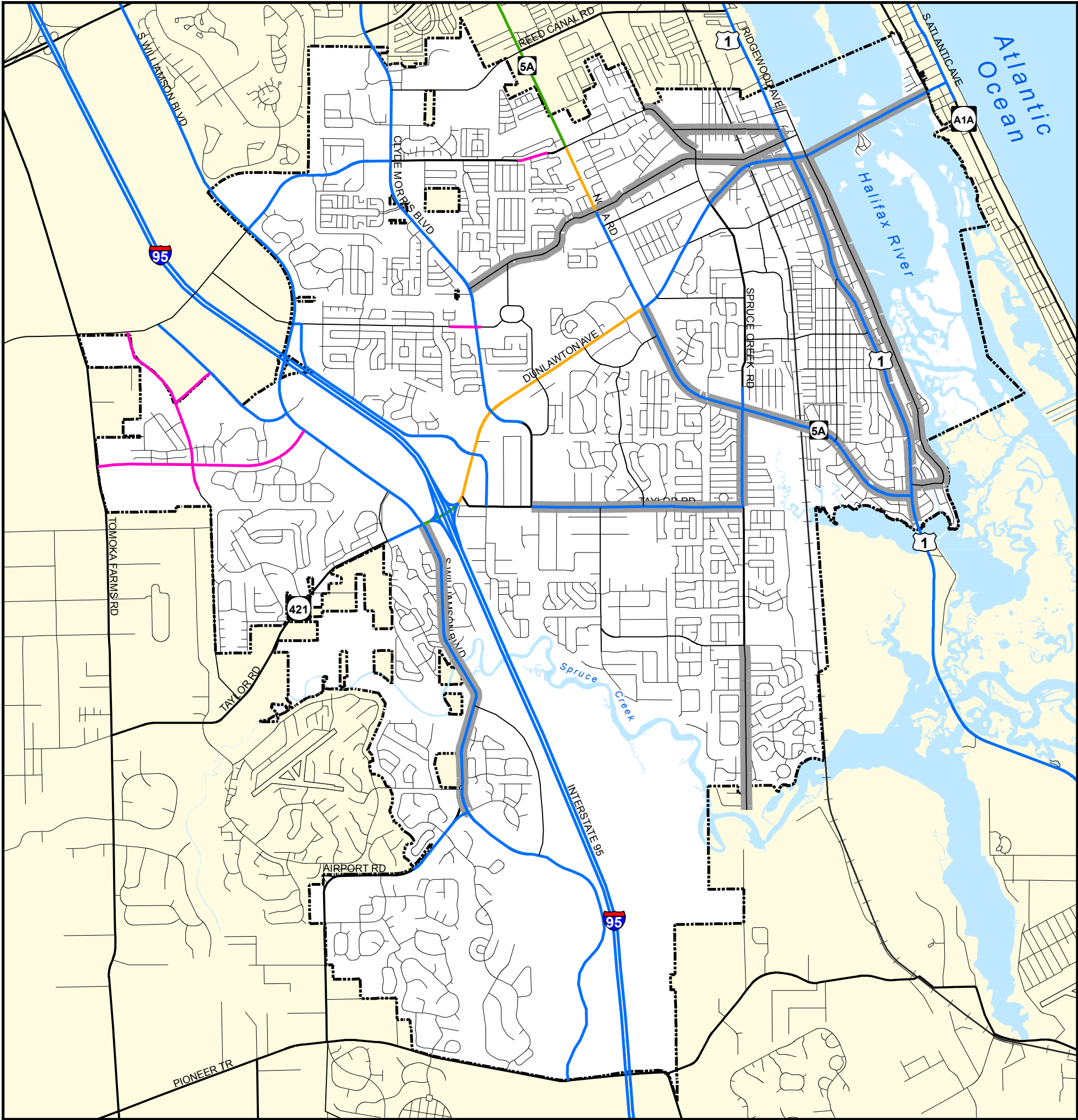
City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

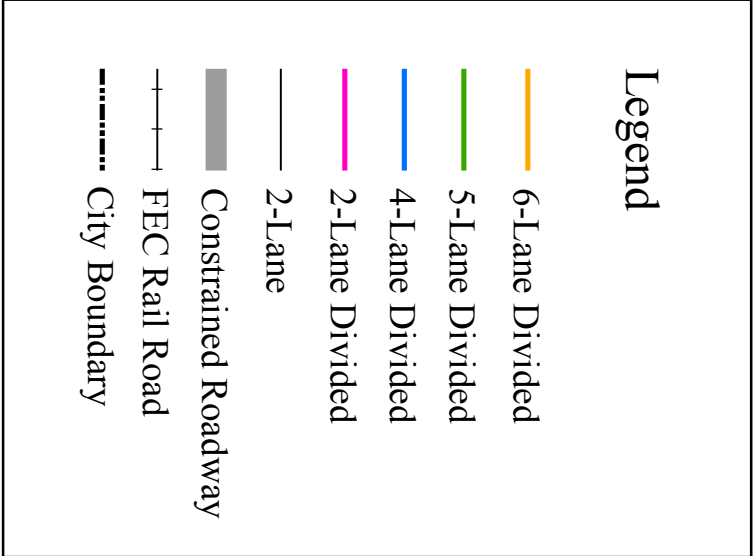
SOURCE: City of Port Orange Community Development
July 2010

FIGURE 2 - 4

Roadway Number of Lanes
(2025)



1 inch equals 4,000 feet



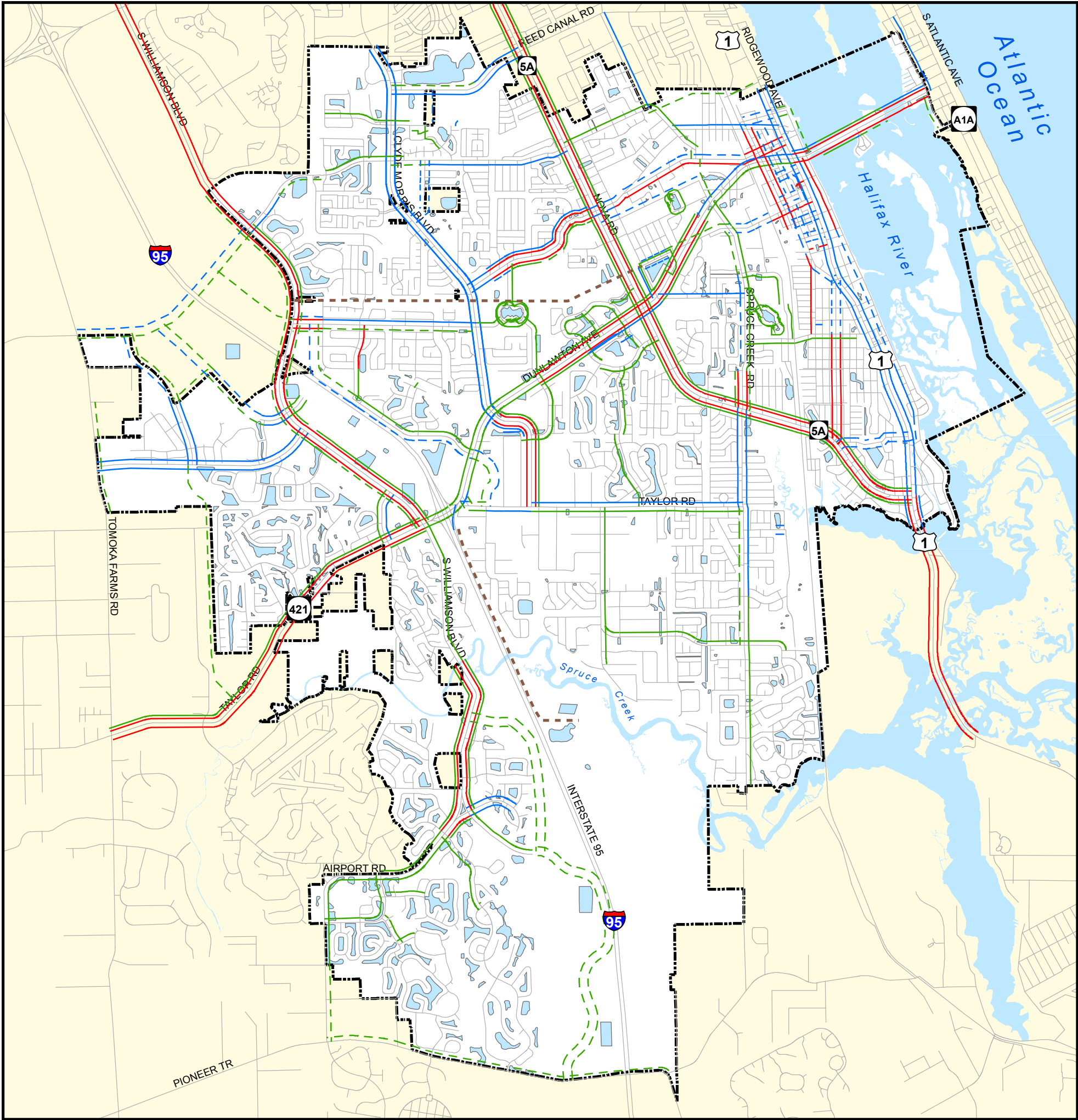
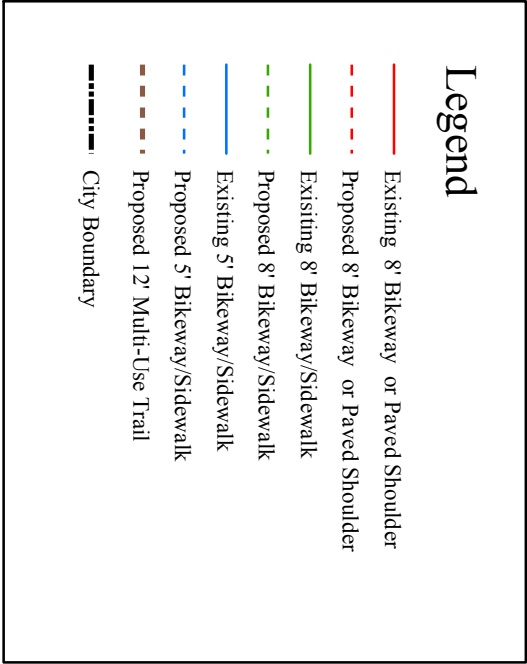
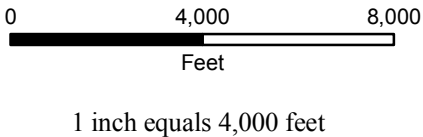
City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010

FIGURE 2 - 8

Significant Bikeways
&
Pedestrian Sidewalks
Existing (2009) & Proposed (2025)

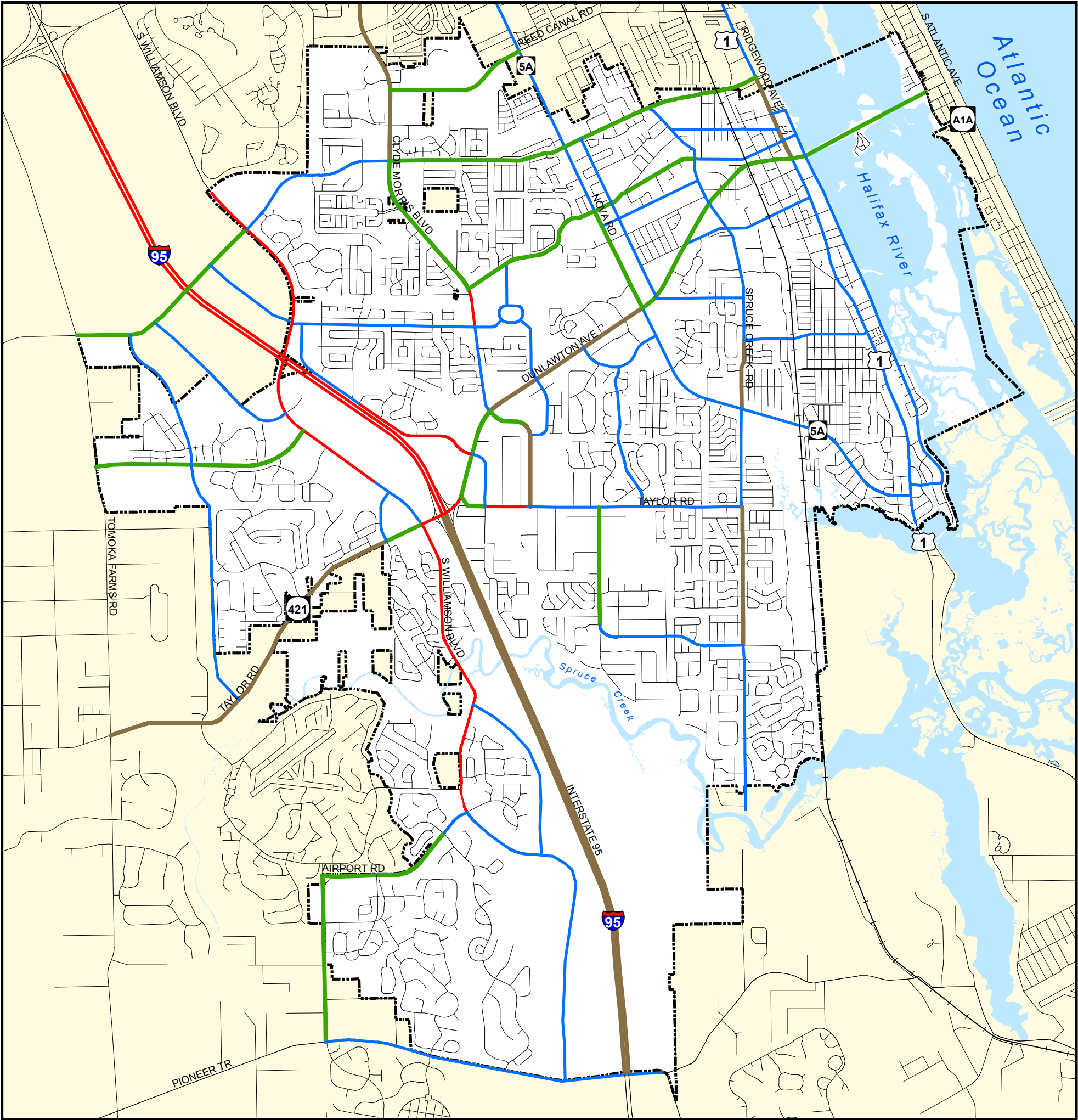
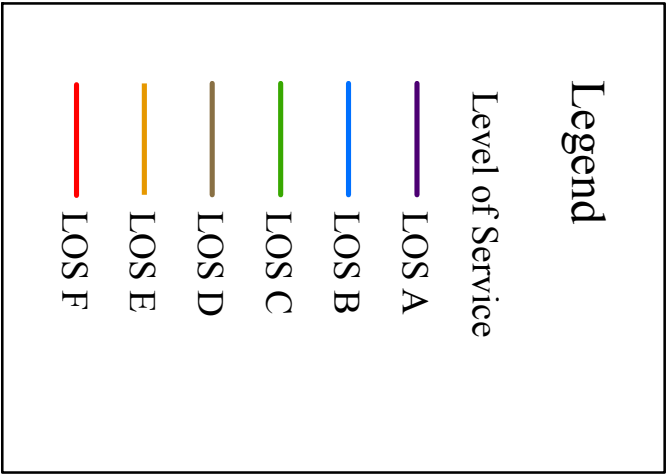


City of Port Orange
COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010

FIGURE 2 - 10

*Roadway
Level of Service
(2025)*



City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010

Exhibit C

Proposed Comprehensive Plan

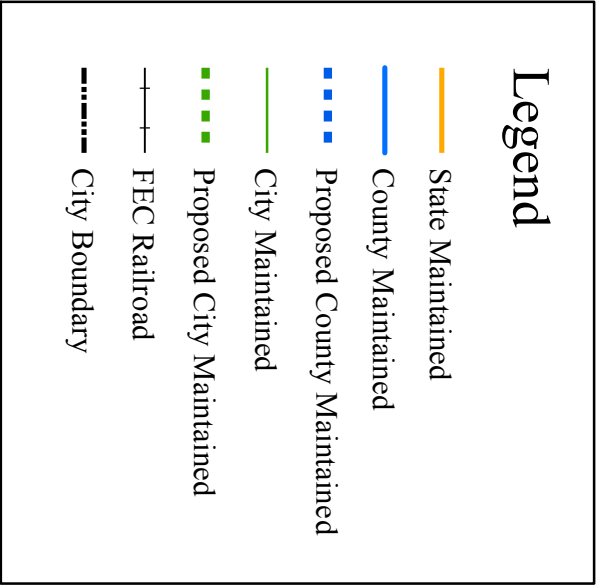
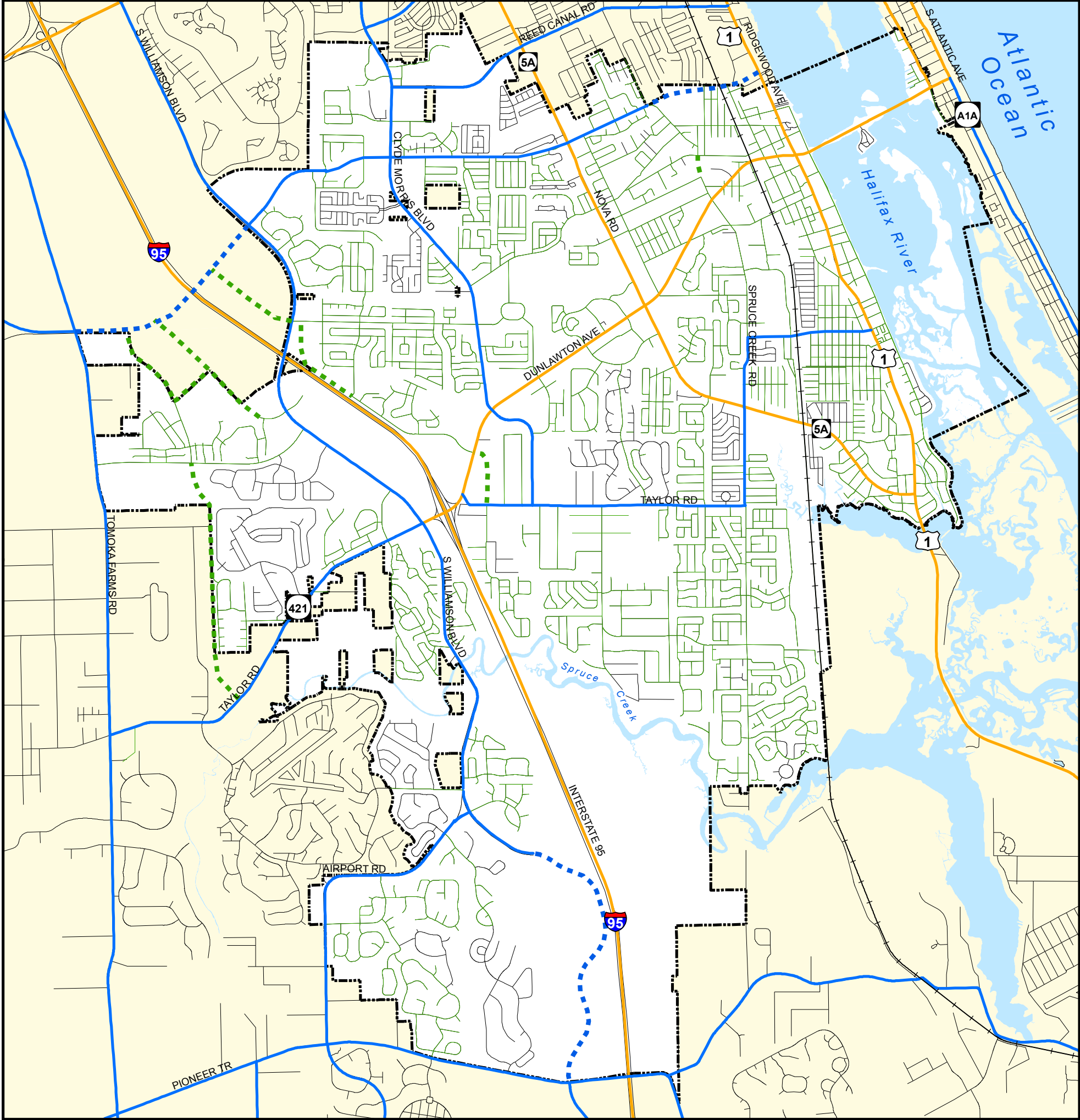
Transportation Mobility Element

Figures 2-2, 2-4, 2-8, and 2-10

FIGURE 2 - 2

Roadway Maintenance

Existing (2009) & Proposed (2025)



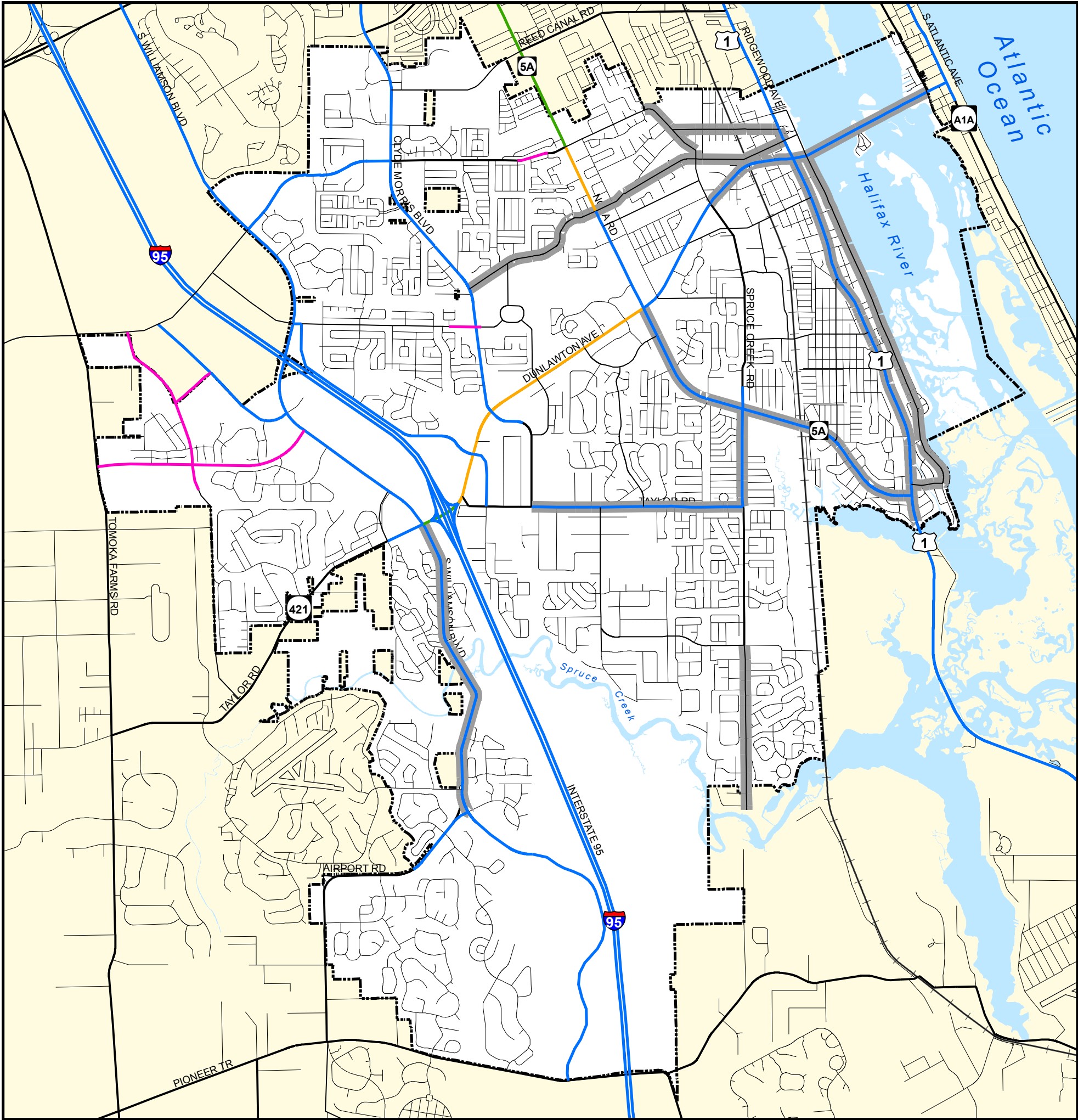
City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015

FIGURE 2 - 4

Roadway Number of Lanes
(2025)

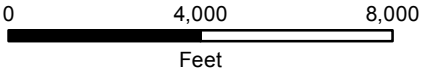


Legend

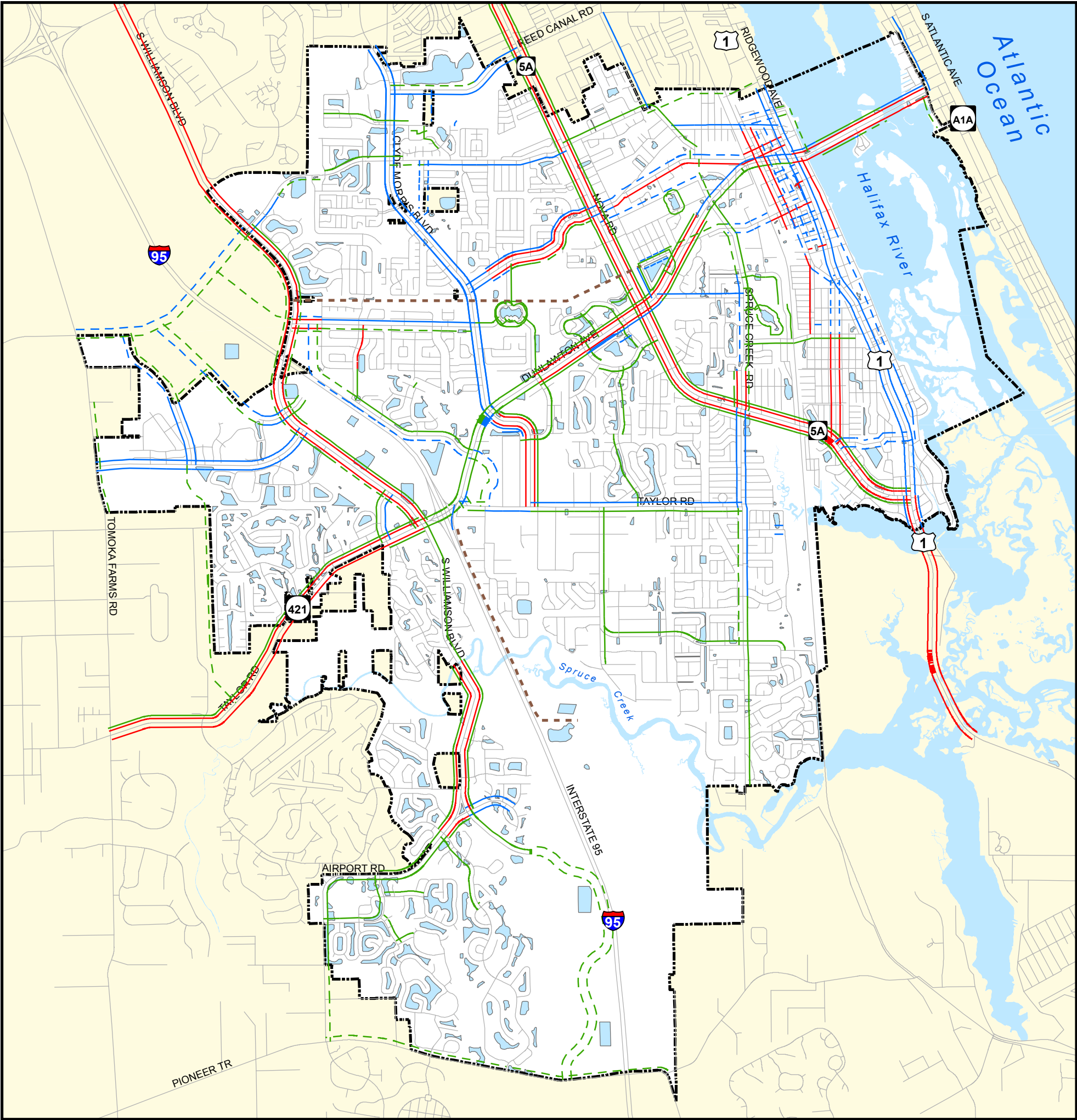
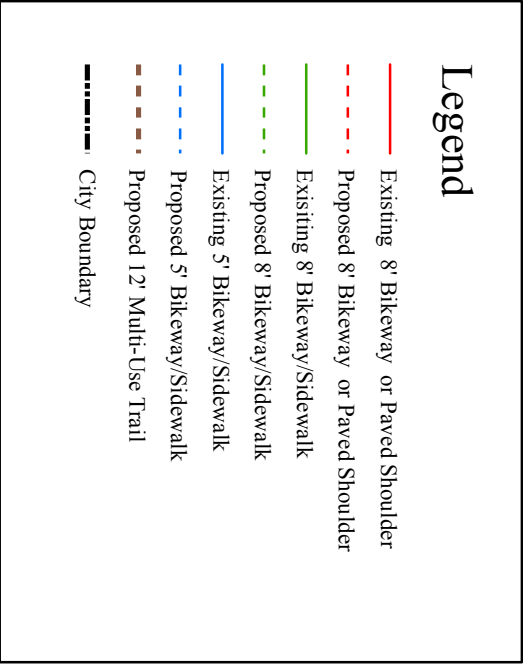
- 6-Lane Divided
- 5-Lane Divided
- 4-Lane Divided
- 2-Lane Divided
- 2-Lane
- Constrained Roadway
- FEC Rail Road
- City Boundary

FIGURE 2 - 8

Significant Bikeways
&
Pedestrian Sidewalks
Existing (2009) & Proposed (2025)



1 inch equals 4,000 feet

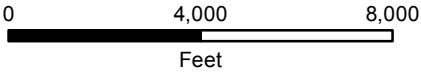
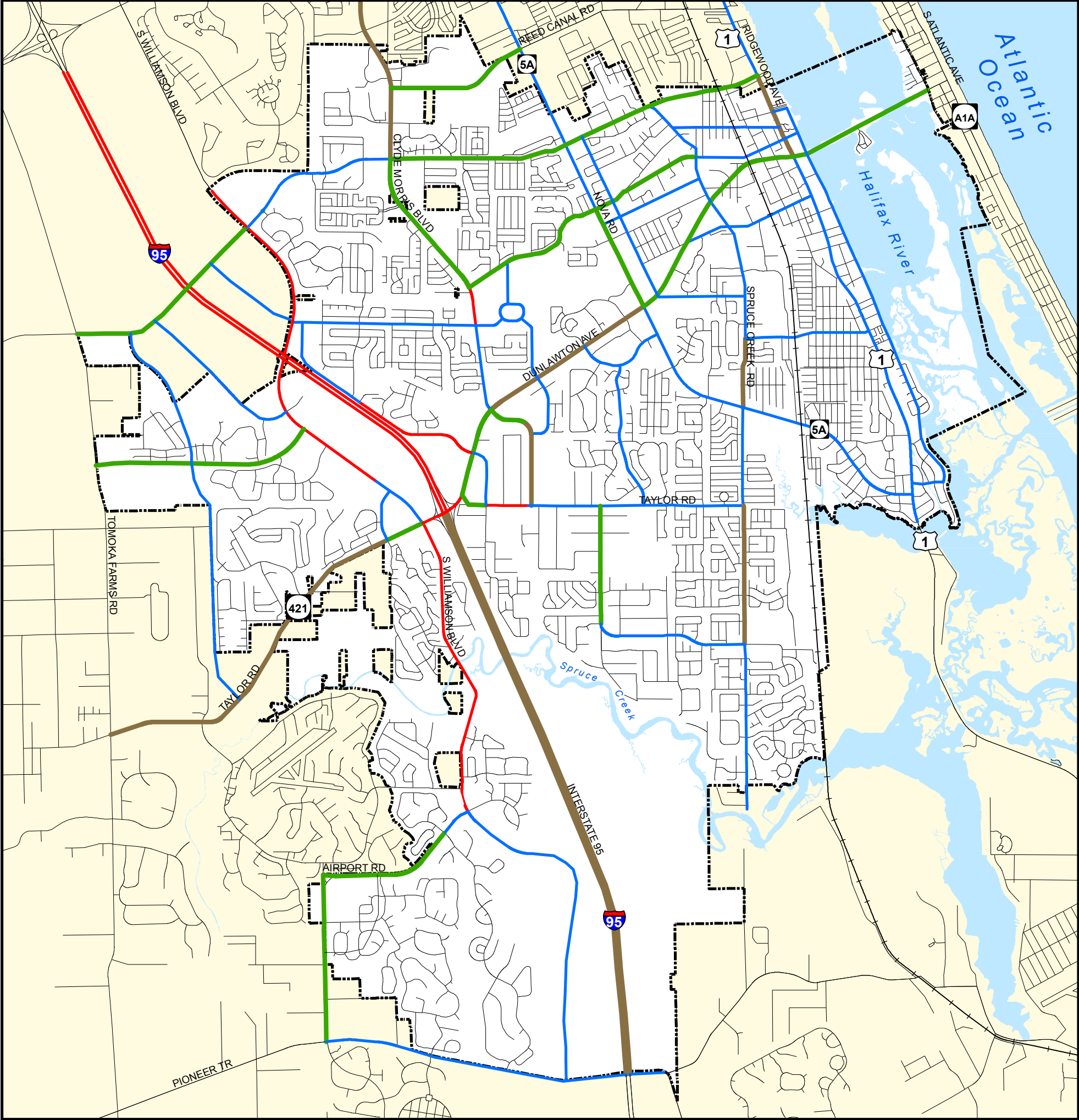
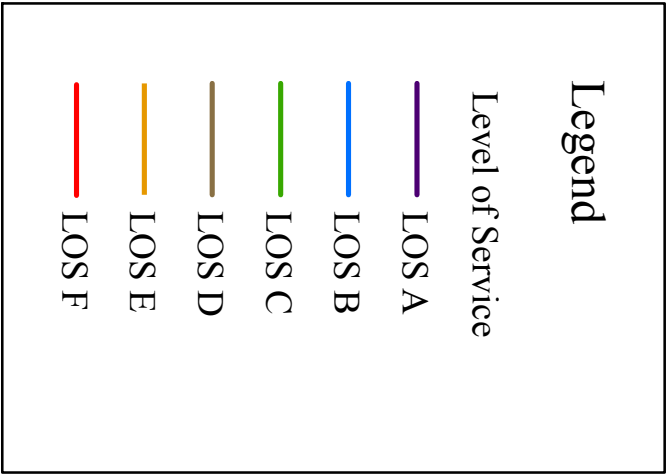


City of Port Orange
COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
December 2015

FIGURE 2 - 10

*Roadway
Level of Service
(2025)*



1 inch equals 4,000 feet



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: No

SUBJECT: FDEP Public Utilities Production Award

DEPARTMENT: Public Utilities

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Recognition for the Water Production Division for receiving this prestigious award with a plaque of outstanding & meritorious service and to place individual letters of outstanding & meritorious service in the personnel files of staff in the Water Production Division including operations & maintenance.

SUMMARY: The Public Utilities Water Production Division has recently been notified by the F.D.E.P. that the Charles B. Garnsey Water Treatment Plant has been selected as the recipient of the “2015 Plant Operations Excellence Award”, in recognition of outstanding treatment plant operations, maintenance, and compliance.

This is one of six regional State awards and will be presented on Wednesday, March 2, 2016 in Ocala, Florida at the annual F.D.E.P. “Focus on Change” seminar.

The Water Production Division initially won the County version of this award earlier this year and was selected by the Volusia County Health Department as the County’s regional entrant.

The Charles B. Garnsey Water Treatment Plant was also a past winner of this award for 2013. Each year, the winner of this award must take one year off from submitting an entry to ensure that other organizations have a chance to garner this prestigious award.

The management and staff at the Charles B. Garnsey Water Plant have made a commitment to excellence and will continue to endeavor to bring these honors back to the citizens of Port Orange.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Award Letter	CD Port Orange 3641044.pdf
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Wiggins, Julia	Approved - 01/19/2016
Wilson, Rick	Approved - 01/19/2016
Neff, Andrew	Approved - 01/19/2016
Johansson, M. Jake	Final Approval - 01/19/2016



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

January 15, 2016

Mr. Steven Miller
stmiller@port-orange.org
Chief Water Plant Operator
City of Port Orange, Florida - Charles B. Garnsey Water Treatment Plant
1000 City Center Circle
Port Orange, FL 32127

Dear Mr. Miller:

I am very pleased to announce that City of Port Orange, Florida – Charles B. Garnsey Water Treatment Plant (3641044) has been selected to receive a 2015 Plant Operations Excellence Award from the Department of Environmental Protection (DEP) in recognition of outstanding treatment plant operation, maintenance, and compliance.

The award will be presented at a ceremony to be held at a Florida Rural Water Association seminar called Focus on Change. The seminars will take place in Panama City, Lake City, Ocala, Haines City, Punta Gorda, and Tamarac. **Your award will be presented on Wednesday, March 2, 2016, during the morning general session of the seminar at Marion County Agricultural Center, 2232 N.E. Jacksonville Road, Ocala, Florida.** The details of the award ceremony will be available shortly at <http://www.frwa.net/>. I hope that you and/or representatives from your facility will be able to attend.

Congratulations! We look forward to seeing you on March 2. If you have any questions, please contact Virginia Harmon at (850) 245-8630 or via email at virginia.harmon@dep.state.fl.us. It is not necessary to RSVP for the event.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fred Aschauer".

Frederick L. Aschauer, Jr.
Director
Division of Water Resource Management

cc: Jeff Prather, Director, DEP Central District Office, jeff.prather@dep.state.fl.us
Aaron Watkins, DEP Central District Office, aaron.watkins@dep.state.fl.us
Chris Ferraro, DEP Central District Office, chris.ferraro@dep.state.fl.us
Kim Rush, DEP Central District Office, kim.rush@dep.state.fl.us
Ronald Freeman, DOH in Volusia County, ronald.freeman@flhealth.gov

**The Golf Club at Cypress Head
Course Cash Flow Report
December 31, 2015**

	<u>December</u>	<u>YTD</u>
EBITDA	(\$114.12)	(\$87,897.43)
Management Fee Expense	(5,712.85)	(18,795.30)
Depreciation & Amortization	<u>(381.00)</u>	<u>(1,143.00)</u>
Net Income	(6,207.97)	(107,835.73)
Working Capital Changes		
Inventory	1,008.55	(2,442.78)
Receivables	5,538.55	158,090.31
Payables	(19,077.97)	(10,322.06)
Due to from the City	10,018.00	30,054.00
Prepays	6,849.73	13,383.02
Accrued Liabilities	2,458.03	(20,797.11)
Other Liabilities	(13,449.85)	26,131.63
Depreciation & Amortization	<u>381.00</u>	<u>1,143.00</u>
Operating Cash Flow	(12,481.93)	87,404.28
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>(12,481.93)</u>	<u>87,404.28</u>
Beginning Cash	150,000.26	50,114.05
Net Cash Flows	<u>(12,481.93)</u>	<u>87,404.28</u>
Ending Cash	<u>137,518.33</u>	<u>137,518.33</u>

The Golf Club at Cypress Head
Comparative Income Statement
For the Three Months Ending December 31, 2015

	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	82,378	233,495	714,869	33%	97,965	212,201	1,023,426	21%
Merchandise	3,939	15,070	53,694	28%	4,454	11,516	61,281	19%
Other Pro Shop	378	1,091	10,198	11%	720	1,247	10,769	12%
Range	1,701	6,586	16,885	39%	3,173	6,230	35,044	18%
Food and Beverage	34,156	88,037	182,967	48%	0	0	0	
Membership Initiation Fees	0	0	750		0	0	0	
Other Operating Revenues	2,996	8,551	24,901	34%	3,481	7,393	35,106	21%
Other G&A Income	0	0	(866)		0	0	0	
TOTAL REVENUE	125,548	352,829	1,003,396	35%	109,794	238,586	1,165,626	20%
COST OF SALES								
Merchandise	2,133	10,392	44,543	23%	4,004	10,081	33,672	30%
Food & Beverage	11,693	36,464	72,592	50%	0	0	0	
TOTAL COGS	13,826	46,855	117,135	40%	4,004	10,081	33,672	30%
COGS - Merchandise %	54.1%	69.0%	83.0%	83.1%	89.9%	87.5%	54.9%	159.3%
COGS - Food %	34.5%	41.7%	39.8%	104.8%				
PAYROLL								
Course and Grounds	24,966	70,808	291,280	24%	30,861	91,009	302,225	30%
Carts, Range, Starters, Etc.	5,638	15,219	39,741	38%	7,204	17,253	73,469	23%
Pro Shop	4,620	13,904	33,566	41%	5,508	15,856	53,508	30%
Food and Beverage	15,555	44,686	94,245	47%	0	0	0	
General and Administrative	10,519	30,394	126,613	24%	11,746	31,545	127,761	25%
Marketing	4,761	13,292	45,103	29%	4,480	12,426	45,604	27%
TOTAL PAYROLL	66,058	188,302	630,548	30%	59,800	168,088	602,567	28%
OPERATING EXPENSES								
Course and Grounds	10,832	59,206	220,151	27%	16,165	52,378	194,632	27%
Carts, Range, Starters, Etc.	8,333	26,488	113,365	23%	8,368	22,872	85,831	27%
Pro Shop	409	2,440	10,087	24%	0	574	11,155	5%
Food and Beverage	3,787	13,000	30,128	43%	0	185	0	
General and Administrative	22,542	59,464	182,159	33%	19,678	55,522	197,717	28%
Marketing	910	5,404	29,588	18%	1,893	16,784	39,686	42%
TOTAL OPERATING EXPENSES	46,814	166,002	585,477	28%	46,104	148,315	529,021	28%
TOTAL EXPENSES	126,697	401,160	1,333,159	30%	109,908	326,484	1,165,260	28%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(7,270)	(22,009)	(66,226)	33%	(5,713)	(18,795)	(65,296)	29%
Depreciation & Amortization	(535)	(1,605)	(9,405)	17%	(381)	(1,143)	(6,420)	18%
TOTAL OTHER INCOME (EXPENSE)	(7,804)	(23,613)	(75,631)	31%	(6,094)	(19,938)	(71,716)	28%
NET INCOME	(8,954)	(71,944)	(405,394)	18%	(6,208)	(107,836)	(71,350)	151%
Paid Rounds								
Paid Rounds	3,076	9,126	272,334	3%	3,080	6,783	38,507	18%
Annual Pass Rounds	366	1,138	48,047	2%	873	1,715	4,295	40%
Other Rounds	366	800	24,269	3%	251	467	2,819	17%
Total Rounds	3,808	11,064	344,650	3%	4,204	8,965	45,621	20%
Revenue/Paid Rounds	41	39	4	1049%	36	35	30	116%
Revenue/Total Rounds	33	32	3	1095%	26	27	26	104%

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2015

	<u>12/31/15</u>	<u>09/30/15</u>	<u>12/31/14</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Operating	140,410	49,118	87,848
Cash - Manual Checks	850	750	750
Cash - Housebank & Other	<u>(3,742)</u>	<u>246</u>	<u>(7,028)</u>
Total Cash	<u>137,518</u>	<u>50,114</u>	<u>81,570</u>
Accounts Receivable			
A/R Member	<u>3,517</u>	<u>161,607</u>	<u>4,024</u>
Total Accounts Receivable	<u>3,517</u>	<u>161,607</u>	<u>4,024</u>
Other Current Assets			
Inventory - Merchandise	17,613	11,682	38,208
Inventory - Food & Beverage	0	3,488	12,957
Prepaid Insurance	14,557	18,108	15,246
Prepaid Exp - Other	<u>6,595</u>	<u>11,428</u>	<u>2,884</u>
Total Other Current Assets	<u>38,765</u>	<u>44,706</u>	<u>69,296</u>
TOTAL CURRENT ASSETS	<u>179,800</u>	<u>256,426</u>	<u>154,890</u>
PROPERTY, PLANT AND EQUIPMENT:			
Land	54,143	54,143	64,835
Furniture and Fixtures	9,045	9,045	26,625
Machinery & Equipment	<u>16,000</u>	<u>16,000</u>	<u>17,712</u>
Property Plant and Equipment	79,187	79,187	109,171
Accumulated Depreciation	<u>(57,272)</u>	<u>(56,129)</u>	<u>(78,313)</u>
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>21,915</u>	<u>23,058</u>	<u>30,858</u>
OTHER ASSETS:			
Deposits (in ST section of chart)	<u>0</u>	<u>5,000</u>	<u>5,000</u>
TOTAL OTHER ASSETS	<u>0</u>	<u>5,000</u>	<u>5,000</u>
TOTAL ASSETS	<u>201,715</u>	<u>284,485</u>	<u>190,748</u>

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2015

	<u>12/31/15</u>	<u>09/30/15</u>	<u>12/31/14</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	7,486	17,808	28,398
Accts Pay - Other	38,274	8,220	107,507
Accrued Expenses	152	14,437	0
Accrued Payroll	16,013	20,979	13,150
Accrued Taxes	9,698	47	0
Accrued Interest	0	11,197	48
Deferred Revenue	237,929	211,797	113,589
TOTAL CURRENT LIABILITIES	<u>309,551</u>	<u>284,485</u>	<u>262,692</u>
 TOTAL LIABILITIES	 <u>309,551</u>	 <u>284,485</u>	 <u>262,692</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>(107,836)</u>	<u>0</u>	<u>(71,944)</u>
Net Retained Earnings	<u>(107,836)</u>	<u>0</u>	<u>(71,944)</u>
Stockholders Equity	<u>(107,836)</u>	<u>0</u>	<u>(71,944)</u>
TOTAL STOCKHOLDER'S EQUITY	<u>(107,836)</u>	<u>0</u>	<u>(71,944)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>201,715</u></u>	 <u><u>284,485</u></u>	 <u><u>190,748</u></u>

[illegible]

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2015

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												
57,466	49,575	116%	48,603	118%	Green Fees	124,289	99,815	125%	135,322	92%	604,248	415,120
40,499	34,450	118%	33,775	120%	Cart Fee	87,912	71,380	123%	98,172	90%	419,178	278,455
0	0	0%	0	0%	Initiation Fees	0	0	0%	0	0%	0	750
162	162	37%	160	38%	Handicap Fee	0	182	77%	200	70%	4,516	4,332
400	250	160%	0	0%	Lessons	610	626	97%	255	239%	3,029	762
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	0	0%	0	3,543
260	420	62%	218	119%	Rental Clubs	497	592	84%	636	78%	3,224	1,717
4,454	4,079	109%	3,939	113%	Retail	11,516	10,876	106%	15,070	76%	61,281	50,139
3,173	2,735	116%	1,701	187%	Range	6,230	5,715	109%	6,586	95%	35,044	16,529
0	0	0%	19,950	0%	Food & Beverage	0	0	0%	53,455	0%	0	50,595
0	0	0%	6,128	0%	Beer	0	0	0%	16,352	0%	0	28,211
0	0	0%	6,509	0%	Liquor	0	0	0%	13,457	0%	0	13,471
0	0	0%	1,319	0%	Wine	0	0	0%	4,173	0%	0	2,653
0	0	0%	250	0%	F&B Other	0	0	0%	600	0%	0	0
3,481	2,848	122%	2,996	116%	City Surcharge R & R	7,393	4,937	150%	8,551	86%	35,106	23,742
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	0	0%	0	(866)
109,794	94,519	116%	125,548	87%	Total Revenues	238,586	194,123	123%	352,829	68%	1,165,626	889,153
COST OF GOODS SOLD												
4,004	2,240	179%	2,133	188%	COGS - Merchandise	10,081	5,975	169%	10,392	97%	33,672	44,232
0	0	0%	7,377	0%	COGS - Food & Beverage	0	0	0%	25,290	0%	0	21,778
0	0	0%	2,465	0%	COGS - Beer	0	0	0%	6,446	0%	0	10,433
0	0	0%	1,420	0%	COGS - Liquor	0	0	0%	2,745	0%	0	2,914
0	0	0%	431	0%	COGS - Wine	0	0	0%	1,983	0%	0	1,003
4,004	2,240	179%	13,826	29%	Total COGS	10,081	5,975	169%	46,855	22%	33,672	80,360
105,790	92,279	115%	111,722	95%	GROSS MARGIN	228,505	188,148	121%	305,974	75%	1,131,954	808,793
89.90%	54.92%	163.70%	54.14%	166.05%	COGS - Merchandise %	87.54%	54.94%	159.35%	68.96%	126.96%	54.95%	1316.46%
0.00%	0.00%	0.00%	36.98%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	47.31%	0.00%	0.00%	177.68%
0.00%	0.00%	0.00%	40.23%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	39.42%	0.00%	0.00%	149.24%
0.00%	0.00%	0.00%	21.82%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	20.40%	0.00%	0.00%	88.38%
0.00%	0.00%	0.00%	32.67%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	47.51%	0.00%	0.00%	130.77%
0.00%	0.00%	0.00%	34.49%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	41.70%	0.00%	0.00%	8232.15%
PAYROLL												
18,420	18,072	102%	19,606	94%	Gross Payroll - Salaried	54,359	54,216	100%	56,706	96%	216,864	217,218
0	0	0%	3,333	0%	Gross Kitchen Payroll - Salaried	0	0	0%	10,256	0%	0	14,242
27,915	22,851	122%	20,086	139%	Gross Payroll - Hourly	82,513	61,828	133%	58,982	140%	264,129	225,800
0	0	0%	8,901	0%	Gross Kitchen Payroll - Hourly	0	0	0%	26,041	0%	0	25,348
46,335	40,923	113%	51,925	89%	S/T Wages	136,872	116,044	118%	151,985	90%	480,993	482,608
3,587	3,130	115%	4,054	88%	Payroll Tax - FICA	10,294	8,876	116%	11,902	86%	36,789	36,681
380	151	252%	1,627	23%	Payroll Tax - UC	1,311	534	245%	3,734	35%	6,837	7,995
1,366	822	166%	1,264	108%	Payroll Tax - WC	3,084	2,332	132%	3,350	92%	10,066	11,878
8,132	5,408	150%	7,188	113%	Benefits	16,527	16,224	102%	17,331	95%	67,882	71,172
13,465	9,511	142%	14,133	95%	S/T Adders	31,216	27,966	112%	36,317	86%	121,574	127,725
59,800	50,434	119%	66,058	91%	TOTAL PAYROLL	168,088	144,010	117%	188,302	89%	602,567	610,333
OPERATING EXPENSES												
0	0	0%	229	0%	Bar Supplies	0	0	0%	790	0%	0	1,375
101	0	0%	0	0%	Cart Supplies	838	473	177%	468	179%	590	991
12	0	0%	0	0%	Course Accessories	744	2,236	33%	2,214	34%	4,676	2,789
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
1,689	628	269%	622	271%	Fertilizer	6,192	2,855	217%	2,580	240%	10,531	33,037
0	0	0%	0	0%	Flowers/Decor	74	100	74%	0	0%	400	74
1,208	1,487	81%	1,373	88%	Fuel	2,332	3,133	74%	2,904	80%	13,010	10,105
361	154	235%	153	237%	Fungicides	1,635	554	295%	153	1072%	2,461	4,015
623	155	402%	153	406%	Herbicides	3,213	1,325	242%	1,312	245%	12,141	19,036
1,190	385	309%	381	312%	Insecticides	2,409	2,418	100%	2,394	101%	14,046	14,832
159	582	27%	582	27%	Janitorial Supplies	414	1,562	26%	1,562	26%	4,739	3,188
0	0	0%	68	0%	Kitchen Supplies	0	0	0%	2,563	0%	0	1,253
0	0	0%	837	0%	Laundry/Linens	0	0	0%	2,234	0%	0	1,537
0	0	0%	0	0%	Laundry/Uniforms	0	2,338	0%	2,038	0%	2,651	0
530	106	500%	106	500%	Office Supplies	1,637	1,162	141%	1,068	153%	4,186	3,113
0	0	0%	0	0%	Printing	0	100	0%	0	0%	100	72
0	0	0%	0	0%	Range Balls	1,530	3,712	41%	3,675	42%	3,712	1,530
774	50	1548%	0	0%	Range Equipment	796	450	177%	0	0%	724	969
0	341	0%	336	0%	Range Expenses	10	718	1%	463	2%	938	10
0	(9)	0%	(9)	0%	Sand/Topdress	0	2,692	357%	746	361%	2,640	8,852
0	0	0%	0	0%	Seeds/Trees	3,469	16,286	21%	16,125	22%	16,286	5,909
0	61	0%	60	0%	Small Tools	0	128	0%	127	0%	211	59
0	300	0%	0	0%	Staff/Volunteer Uniforms	0	986	0%	283	0%	1,419	0
0	318	0%	315	0%	Supplies	0	2,096	0%	2,076	0%	4,085	69

The Golf Club at Cypress Head
Summary of All Units
For the Three Months Ending December 31, 2015

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual	
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget	
0	0	0%	0	0%	Tournament Expense	574	51	1125%	50	1145%	701	3,071
181	219	82%	219	83%	Alarm System	362	901	40%	400	90%	2,159	1,480
0	300	0%	300	0%	Carpet Cleaning	0	300	0%	300	0%	1,190	0
1,237	200	619%	872	142%	Cart Repairs	1,237	600	206%	909	136%	2,400	25,163
165	359	46%	359	46%	Computer Service	441	877	50%	876	50%	3,526	2,518
0	500	0%	549	0%	Contract Cleaning	130	500	26%	1,647	8%	500	2,742
24	0	0%	0	0%	Guest Relations	49	0	0%	0	0%	0	49
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,495	4,662
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	200	0
34	0	0%	0	0%	Irrigation	515	1,266	41%	1,253	41%	6,794	6,589
0	95	0%	94	0%	Lesson Expense	0	243	0%	240	0%	524	79
0	115	0%	115	0%	Pest Control	0	345	0%	345	0%	1,495	575
4,367	822	531%	1,522	287%	Repair & Maint - Equipment	8,313	4,526	184%	6,961	119%	22,374	29,864
(561)	1,821	-31%	1,818	-31%	Repair & Maint - Building	86	2,549	3%	2,046	4%	5,372	1,117
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	0	0%	0	907
0	0	0%	0	0%	Security	0	600	0%	0	0%	600	0
5,356	5,356	100%	6,032	89%	Cart Lease	16,068	16,068	100%	18,097	89%	64,266	70,358
4,512	4,512	100%	4,979	91%	Equipment Lease	13,536	13,535	100%	14,219	95%	54,144	54,107
168	157	107%	157	107%	Off-Site Storage	504	471	107%	471	107%	1,727	2,105
1,093	1,292	85%	1,280	85%	Utilities - Electric	3,123	4,264	73%	4,222	74%	15,256	12,280
0	0	0%	1,265	0%	Utilities - Gas	0	0	0%	0	0%	0	3,057
3,742	4,232	88%	4,209	89%	Utilities - Other	9,981	11,058	88%	11,008	88%	41,992	37,930
248	258	96%	257	97%	Utilities - Telephone/Fax	754	744	101%	741	102%	2,914	2,788
299	199	150%	197	152%	Utilities - Water	991	579	171%	574	173%	2,409	3,112
1,778	1,169	152%	910	195%	Advertising & Promotion	4,036	13,708	29%	5,404	75%	23,866	25,887
442	17	2601%	17	2570%	Bank Charges	757	51	1485%	52	1457%	746	1,423
18	0	0%	(10)	-185%	Cash Short/(Over)	103	0	0%	(53)	-194%	0	149
175	175	100%	(25)	-700%	Cell Phone	575	525	110%	325	177%	2,100	1,900
3,481	2,848	122%	2,996	116%	City Surcharge R & R	7,393	4,937	150%	8,551	86%	35,106	23,742
131	155	84%	155	85%	Copier/Photocopies	166	460	36%	460	36%	1,291	661
2,352	3,037	77%	2,037	115%	Credit Card Discounts	8,069	5,397	150%	5,611	144%	25,500	23,671
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	1,989
0	0	0%	0	0%	Dues & Subscriptions	150	150	100%	150	100%	1,125	1,193
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	410	535
40	490	8%	490	8%	Employee Relations	553	774	71%	774	71%	2,050	1,595
29	0	0%	0	0%	Employee Testing	131	0	0%	0	0%	113	276
3,796	3,987	95%	3,987	95%	Insurance Expense	11,388	11,317	101%	11,316	101%	45,074	46,144
0	0	0%	0	0%	Member Relations	131	0	0%	0	0%	659	414
0	10	0%	10	0%	Messenger Service - Fedex	83	184	45%	183	45%	447	249
0	0	0%	0	0%	Miscellaneous	12,622	10,000	126%	0	0%	10,000	12,663
5,800	5,800	100%	5,800	100%	O/S - Accounting	12,000	12,000	100%	12,000	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	80	0%	80	0%	160	2,568
0	0	0%	0	0%	O/S - Other	325	3,991	8%	3,952	8%	7,627	325
366	239	153%	239	153%	Payroll Processing Fee	790	723	109%	723	109%	4,009	3,845
0	39	0%	39	0%	Postage/Shipping	39	92	43%	92	42%	560	406
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	0	565
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(60)	(90)	67%	(120)	50%	(130)	2,076
0	0	0%	198	0%	Theft Loss	106	0	0%	1,086	10%	0	5,129
30	0	0%	0	0%	Travel - Meals	91	0	0%	0	0%	0	145
185	650	28%	300	62%	Travel - Other	3,619	2,708	134%	1,954	185%	13,128	16,796
0	0	0%	0	0%	Website Expenses	900	1,000	90%	0	0%	5,000	3,000
0	269	0%	269	0%	Employee Meals	0	269	0%	269	0%	2,396	1,175
46,104	43,850	105%	46,814	98%	TOTAL OPERATING EXPENSES	148,315	171,238	87%	166,002	89%	529,021	567,790
(114)	(2,005)	6%	(1,149)	10%	EBITDA	(87,897)	(127,100)	69%	(48,331)	182%	366	(369,330)
5,713	5,601	102%	7,270	79%	Management Fee	18,795	14,887	126%	22,009	85%	65,296	63,012
5,713	5,601	102%	7,270	79%	Management Fees	18,795	14,887	126%	22,009	85%	65,296	63,012
0	154	0%	154	0%	Deprec - Office F.F&E	0	462	0%	462	0%	1,848	(462)
98	98	100%	98	100%	Deprec - Mach & Equip	293	293	100%	293	100%	1,171	746
283	283	100%	283	100%	Deprec - Buildings	850	850	100%	850	100%	3,401	8,659
381	535	71%	535	71%	S/T DEPR. & AMORT	1,143	1,605	71%	1,605	71%	6,420	8,943
(6,208)	(8,141)	76%	(8,954)	69%	NET INCOME	(107,836)	(143,592)	75%	(71,944)	150%	(71,350)	(441,285)

The Golf Club at Cypress Head
Course & Grounds
For the Three Months Ending December 31, 2015

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												
57,466	49,575	116%	48,603	118%	Green Fees	124,289	99,815	125%	135,322	92%	604,248	415,120
3,481	2,848	122%	2,996	116%	City Surcharge R & R	7,393	4,937	150%	8,551	86%	35,106	23,742
60,948	52,423	116%	51,599	118%	Total Revenues	131,682	104,752	126%	143,873	92%	639,354	438,862
60,948	52,423	116%	51,599	118%	GROSS MARGIN	131,682	104,752	126%	143,873	92%	639,354	438,862
PAYROLL												
6,881	6,679	103%	6,679	103%	Gross Payroll - Salaried	20,557	20,037	103%	16,869	122%	80,148	81,544
16,686	13,240	126%	12,719	131%	Gross Payroll - Hourly	53,049	39,293	135%	39,754	133%	155,890	162,520
23,567	19,919	118%	19,398	121%	S/T Wages	73,605	59,330	124%	56,623	130%	236,038	244,063
1,758	1,524	115%	1,354	130%	Payroll Tax - FICA	5,260	4,539	116%	4,181	126%	18,058	17,153
122	0	0%	463	26%	Payroll Tax - UC	585	79	740%	1,002	58%	2,899	3,387
664	400	166%	365	182%	Payroll Tax - WC	1,629	1,192	137%	1,134	144%	4,936	5,673
4,749	3,204	148%	3,386	140%	Benefits	9,931	9,612	103%	7,867	126%	40,294	41,205
7,294	5,128	142%	5,568	131%	S/T Adders	17,404	15,422	113%	14,185	123%	66,187	67,418
30,861	25,047	123%	24,966	124%	TOTAL PAYROLL	91,009	74,752	122%	70,808	129%	302,225	311,481
OPERATING EXPENSES												
12	0	0%	0	0%	Course Accessories	744	2,236	33%	2,214	34%	4,676	2,789
1,689	628	269%	622	271%	Fertilizer	6,192	2,855	217%	2,580	240%	10,531	33,037
0	0	0%	0	0%	Flowers/Decor	74	100	74%	0	0%	400	74
1,208	1,487	81%	1,373	88%	Fuel	2,332	3,133	74%	2,904	80%	13,010	10,105
361	154	235%	153	237%	Fungicides	1,635	554	295%	153	1072%	2,461	4,015
623	155	402%	153	406%	Herbicides	3,213	1,325	242%	1,312	245%	12,141	19,036
1,190	385	309%	381	312%	Insecticides	2,409	2,418	100%	2,394	101%	14,046	14,832
0	(9)	0%	(9)	0%	Sand/Topdress	2,692	753	357%	746	361%	2,640	8,852
0	0	0%	0	0%	Seeds/Trees	3,469	16,286	21%	16,125	22%	16,286	5,909
0	61	0%	60	0%	Small Tools	0	128	0%	127	0%	211	59
0	300	0%	0	0%	Staff/Volunteer Uniforms	0	986	0%	283	0%	1,419	0
34	0	0%	0	0%	Irrigation	515	1,266	41%	1,253	41%	6,794	6,589
4,322	572	756%	566	764%	Repair & Maint - Equipment	7,754	4,024	193%	3,984	195%	19,876	25,166
0	319	0%	316	0%	Repair & Maint - Building	0	319	0%	316	0%	1,026	346
4,512	4,512	100%	4,495	100%	Equipment Lease	13,536	13,535	100%	13,485	100%	54,144	53,990
194	190	102%	189	103%	Utilities - Electric	730	1,371	53%	1,358	54%	3,343	2,542
1,594	2,251	71%	2,229	72%	Utilities - Other	4,733	4,984	95%	4,934	96%	16,807	16,738
98	108	91%	107	92%	Utilities - Telephone/Fax	304	294	103%	291	104%	1,036	1,091
299	199	150%	197	152%	Utilities - Water	991	579	171%	574	173%	2,409	3,112
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	0	230
0	0	0%	0	0%	Employee Relations	0	0	0%	0	0%	92	145
29	0	0%	0	0%	Employee Testing	131	0	0%	0	0%	113	276
0	0	0%	0	0%	O/S - Other	325	3,914	8%	3,875	8%	7,550	325
0	0	0%	0	0%	Professional Dues	0	0	0%	0	0%	0	565
0	300	0%	0	0%	Travel - Other	600	903	66%	300	200%	3,621	1,500
16,165	11,612	139%	10,832	149%	TOTAL OPERATING EXPENSES	52,378	61,963	85%	59,206	88%	194,632	213,323
13,922	15,764	88%	15,801	88%	EBITDA	(11,705)	(31,963)	37%	13,860	-84%	142,497	(85,942)
13,922	15,764	88%	15,801	88%	NET INCOME	(11,705)	(31,963)	37%	13,860	-84%	142,497	(85,942)

The Golf Club at Cypress Head
Carts
For the Three Months Ending December 31, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
40,499	34,450	118%	33,775	120%	REVENUES	87,912	71,380	123%	98,172	90%	419,178	278,455
40,499	34,450	118%	33,775	120%	Cart Fee	87,912	71,380	123%	98,172	90%	419,178	278,455
40,499	34,450	118%	33,775	120%	Total Revenues	87,912	71,380	123%	98,172	90%	419,178	278,455
					GROSS MARGIN	87,912	71,380	123%	98,172	90%	419,178	278,455
6,288	5,740	110%	4,926	128%	PAYROLL	15,211	13,434	113%	13,290	114%	65,049	36,712
6,288	5,740	110%	4,926	128%	Gross Payroll - Hourly	15,211	13,434	113%	13,290	114%	65,049	36,712
482	439	110%	388	124%	S/T Wages	1,201	1,028	117%	1,007	119%	4,975	2,830
195	103	189%	224	87%	Payroll Tax - FICA	503	340	148%	681	74%	2,081	1,354
187	115	162%	86	217%	Payroll Tax - UC	311	270	115%	236	132%	1,364	794
53	0	0%	13	407%	Payroll Tax - WC	26	0	0%	5	499%	0	83
916	657	139%	711	129%	Benefits	2,041	1,638	125%	1,929	106%	8,420	5,062
7,204	6,397	113%	5,638	128%	S/T Adders	17,253	15,072	114%	15,219	113%	73,469	41,774
					TOTAL PAYROLL							
101	0	0%	0	0%	OPERATING EXPENSES	838	473	177%	468	179%	590	891
1,237	200	619%	872	142%	Cart Supplies	1,237	600	206%	909	136%	2,400	25,163
5,356	5,356	100%	6,032	89%	Cart Repairs	16,068	16,068	100%	18,097	89%	64,266	70,358
899	1,102	82%	1,091	82%	Cart Lease	2,393	2,893	83%	2,864	84%	11,913	9,738
7,594	6,658	114%	7,995	95%	Utilities - Electric	20,536	20,034	103%	22,338	92%	79,169	106,150
					TOTAL OPERATING EXPENSES							
25,701	21,395	120%	20,142	128%	EBITDA	50,123	36,274	138%	60,616	83%	266,540	130,531
25,701	21,395	120%	20,142	128%	NET INCOME	50,123	36,274	138%	60,616	83%	266,540	130,531

The Golf Club at Cypress Head
Range
For the Three Months Ending December 31, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,173	2,735	116%	1,701	187%	REVENUES							
3,173	2,735	116%	1,701	187%	Range	6,230	5,715	109%	6,586	95%	35,044	16,529
3,173	2,735	116%	1,701	187%	Total Revenues	6,230	5,715	109%	6,586	95%	35,044	16,529
3,173	2,735	116%	1,701	187%	GROSS MARGIN	6,230	5,715	109%	6,586	95%	35,044	16,529
0	0	0%	0	0%	OPERATING EXPENSES							
774	50	1548%	0	0%	Range Balls	1,530	3,712	41%	3,675	42%	3,712	1,530
0	341	0%	338	0%	Range Equipment	796	450	177%	0	0%	724	969
0	0	0%	0	0%	Range Expenses	10	718	1%	463	2%	938	10
774	391	198%	338	229%	Repair & Maint - Equipment	0	13	0%	13	0%	1,288	1,090
2,400	2,344	102%	1,363	176%	TOTAL OPERATING EXPENSES	2,336	4,893	48%	4,151	56%	6,662	3,599
2,400	2,344	102%	1,363	176%	EBITDA	3,894	822	474%	2,435	160%	28,382	12,930
2,400	2,344	102%	1,363	176%	NET INCOME	3,894	822	474%	2,435	160%	28,382	12,930

The Golf Club at Cypress Head
F & B Cafe
For the Three Months Ending December 31, 2015

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%	19,950	0%	Food & Beverage	0	0	0%	53,455	0%	0	50,595
0	0	0%	6,128	0%	Beer	0	0	0%	16,352	0%	0	28,211
0	0	0%	6,509	0%	Liquor	0	0	0%	13,457	0%	0	13,471
0	0	0%	1,319	0%	Wine	0	0	0%	4,173	0%	0	2,653
0	0	0%	250	0%	F&B Other	0	0	0%	600	0%	0	0
0	0	0%	34,156	0%	Total Revenues	0	0	0%	88,037	0%	0	94,931
COST OF GOODS SOLD												
0	0	0%	7,377	0%	COGS - Food & Beverage	0	0	0%	25,290	0%	0	21,778
0	0	0%	2,465	0%	COGS - Beer	0	0	0%	6,446	0%	0	10,433
0	0	0%	1,420	0%	COGS - Liquor	0	0	0%	2,745	0%	0	2,914
0	0	0%	431	0%	COGS - Wine	0	0	0%	1,983	0%	0	1,003
0	0	0%	11,693	0%	Total COGS	0	0	0%	36,464	0%	0	36,128
0	0	0%	22,463	0%	GROSS MARGIN	0	0	0%	51,573	0%	0	58,802
0.00%	0.00%	0.00%	36.98%	0.00%	COGS - Food & Beverage %	0.00%	0.00%	0.00%	47.31%	0.00%	0.00%	177.68%
0.00%	0.00%	0.00%	40.23%	0.00%	COGS - Beer %	0.00%	0.00%	0.00%	39.42%	0.00%	0.00%	149.24%
0.00%	0.00%	0.00%	21.82%	0.00%	COGS - Liquor %	0.00%	0.00%	0.00%	20.40%	0.00%	0.00%	88.38%
0.00%	0.00%	0.00%	32.67%	0.00%	COGS - Wine %	0.00%	0.00%	0.00%	47.51%	0.00%	0.00%	130.77%
0.00%	0.00%	0.00%	34.49%	0.00%	COGS - All Food & Bev	0.00%	0.00%	0.00%	41.70%	0.00%	0.00%	8232.15%
PAYROLL												
0	0	0%	3,333	0%	Gross Kitchen Payroll - Salaried	0	0	0%	10,256	0%	0	14,242
0	0	0%	8,901	0%	Gross Kitchen Payroll - Hourly	0	0	0%	26,041	0%	0	25,348
0	0	0%	12,234	0%	S/T Wages	0	0	0%	36,297	0%	0	39,590
0	0	0%	1,073	0%	Payroll Tax - FICA	0	0	0%	3,174	0%	0	3,285
0	0	0%	549	0%	Payroll Tax - UC	0	0	0%	1,635	0%	0	1,507
0	0	0%	511	0%	Payroll Tax - WC	0	0	0%	992	0%	0	1,047
0	0	0%	1,188	0%	Benefits	0	0	0%	2,588	0%	0	4,131
0	0	0%	3,321	0%	S/T Adders	0	0	0%	8,388	0%	0	9,969
0	0	0%	15,555	0%	TOTAL PAYROLL	0	0	0%	44,686	0%	0	49,559
OPERATING EXPENSES												
0	0	0%	229	0%	Bar Supplies	0	0	0%	790	0%	0	1,375
0	0	0%	0	0%	Dining Room Supplies	0	0	0%	92	0%	0	0
0	0	0%	68	0%	Kitchen Supplies	0	0	0%	2,563	0%	0	1,253
0	0	0%	837	0%	Laundry/Linens	0	0	0%	2,234	0%	0	1,537
0	0	0%	0	0%	Office Supplies	0	0	0%	57	0%	0	0
0	0	0%	706	0%	Repair & Maint - Equipment	79	0	0%	2,476	3%	0	2,501
0	0	0%	484	0%	Equipment Lease	0	0	0%	734	0%	0	117
0	0	0%	1,265	0%	Utilities - Gas	0	0	0%	2,969	0%	0	3,057
0	0	0%	0	0%	Tax/Licenses/Fees	0	0	0%	0	0%	0	2,343
0	0	0%	198	0%	Theft Loss	106	0	0%	1,086	10%	0	5,129
0	0	0%	3,787	0%	TOTAL OPERATING EXPENSES	185	0	0%	13,000	1%	0	17,312
0	0	0%	3,120	0%	EBITDA	(185)	0	0%	(6,113)	3%	0	(8,069)
0	0	0%	3,120	0%	NET INCOME	(185)	0	0%	(6,113)	3%	0	(8,069)

The Golf Club at Cypress Head
Golf Shop
For the Three Months Ending December 31, 2015

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												
60	162	37%	160	38%	Handicap Fee	140	182	77%	200	70%	4,516	4,332
400	250	160%	0	0%	Lessons	610	626	97%	255	239%	3,029	762
0	0	0%	0	0%	Other Pro Shop Revenue	0	0	0%	0	0%	0	3,543
260	420	62%	218	119%	Rental Clubs	497	592	84%	636	78%	3,224	1,717
4,454	4,079	109%	3,939	113%	Retail	11,516	10,876	106%	15,070	76%	61,281	50,139
5,174	4,911	105%	4,317	120%	Total Revenues	12,762	12,276	104%	16,161	79%	72,050	60,493
COST OF GOODS SOLD												
4,004	2,240	179%	2,133	188%	COGS - Merchandise	10,081	5,975	169%	10,392	97%	33,672	44,232
4,004	2,240	179%	2,133	188%	Total COGS	10,081	5,975	169%	10,392	97%	33,672	44,232
1,170	2,671	44%	2,185	54%	GROSS MARGIN	2,681	6,301	43%	5,769	46%	38,378	16,261
89.90%	54.92%	163.70%	54.14%	166.05%	COGS - Merchandise %	87.54%	54.94%	159.35%	68.96%	126.96%	54.95%	1316.46%
PAYROLL												
0	0	0%	1,276	0%	Gross Payroll - Salaried	0	0	0%	5,526	0%	0	7,791
4,941	3,871	128%	2,440	202%	Gross Payroll - Hourly	14,253	9,101	157%	5,938	240%	43,190	22,107
4,941	3,871	128%	3,716	133%	S/T Wages	14,253	9,101	157%	11,464	124%	43,190	29,898
363	296	123%	290	125%	Payroll Tax - FICA	1,094	696	157%	836	131%	3,304	2,239
63	48	132%	94	67%	Payroll Tax - UC	223	115	194%	120	186%	1,067	782
141	78	181%	68	209%	Payroll Tax - WC	286	183	156%	277	103%	906	644
0	408	0%	452	0%	Benefits	0	1,224	0%	1,207	0%	5,041	1,954
567	830	68%	904	63%	S/T Adders	1,603	2,218	72%	2,440	66%	10,318	5,620
5,508	4,701	117%	4,620	119%	TOTAL PAYROLL	15,856	11,319	140%	13,904	114%	53,508	35,517
OPERATING EXPENSES												
0	0	0%	0	0%	Office Supplies	0	224	0%	74	0%	584	104
0	0	0%	0	0%	Printing	0	100	0%	0	0%	100	72
0	318	0%	315	0%	Supplies	0	2,096	0%	2,076	0%	4,085	69
0	0	0%	0	0%	Tournament Expense	574	51	1125%	50	1145%	701	3,071
0	0	0%	0	0%	Handicap Expense	0	0	0%	0	0%	4,495	4,662
0	95	0%	94	0%	Lesson Expense	0	243	0%	240	0%	524	79
0	0	0%	0	0%	Repair & Maint - Building	0	500	0%	0	0%	666	164
0	413	0%	409	0%	TOTAL OPERATING EXPENSES	574	3,214	18%	2,440	24%	11,155	8,221
(4,338)	(2,443)	178%	(2,844)	153%	EBITDA	(13,748)	(8,232)	167%	(10,574)	130%	(26,285)	(27,477)
(4,338)	(2,443)	178%	(2,844)	153%	NET INCOME	(13,748)	(8,232)	167%	(10,574)	130%	(26,285)	(27,477)

The Golf Club at Cypress Head
G & A
For the Three Months Ending December 31, 2015

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%	Initiation Fees	0	0	0%	0	0%	0	750
0	0	0%	0	0%	Miscellaneous G&A	0	0	0%	0	0%	0	(866)
0	0	0%	0	0%	Total Revenues	0	0	0%	0	0%	0	(116)
0	0	0%	0	0%	GROSS MARGIN	0	0	0%	0	0%	0	(116)
PAYROLL												
7,961	8,333	96%	7,751	103%	Gross Payroll - Salaried	23,566	24,999	94%	23,253	101%	99,996	92,358
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	0	0%	0	4,461
7,961	8,333	96%	7,751	103%	S/T Wages	23,566	24,999	94%	23,253	101%	99,996	96,818
716	637	112%	661	108%	Payroll Tax - FICA	2,000	1,911	105%	1,900	105%	7,644	8,353
0	0	0%	191	0%	Payroll Tax - UC	0	0	0%	191	0%	527	730
276	167	165%	177	156%	Payroll Tax - WC	644	501	129%	528	122%	2,088	2,758
2,793	1,388	201%	1,738	161%	Benefits	5,335	4,164	128%	4,522	118%	17,506	19,105
3,785	2,192	173%	2,767	137%	S/T Adders	7,979	6,576	121%	7,140	112%	27,765	30,946
11,746	10,525	112%	10,519	112%	TOTAL PAYROLL	31,545	31,575	100%	30,394	104%	127,761	127,764
OPERATING EXPENSES												
159	582	27%	582	27%	Janitorial Supplies	414	1,562	26%	1,562	26%	4,739	3,188
0	0	0%	0	0%	Laundry/Uniforms	0	2,338	0%	2,038	0%	2,651	0
530	106	500%	106	500%	Office Supplies	1,637	938	174%	938	175%	3,602	3,009
181	219	82%	219	83%	Alarm System	362	901	40%	400	90%	2,159	1,480
0	300	0%	300	0%	Carpet Cleaning	0	300	0%	300	0%	1,190	0
165	359	46%	359	46%	Computer Service	441	877	50%	876	50%	3,526	2,518
0	500	0%	549	0%	Contract Cleaning	130	500	26%	1,647	8%	500	2,742
24	0	0%	0	0%	Guest Relations	49	0	0%	0	0%	0	49
0	0	0%	0	0%	Indoor Plant Maint	0	100	0%	0	0%	200	0
0	115	0%	115	0%	Pest Control	0	345	0%	345	0%	1,495	575
45	250	18%	250	18%	Repair & Maint - Equipment	479	489	98%	489	98%	1,210	1,106
(561)	1,502	-37%	1,502	-37%	Repair & Maint - Building	86	1,730	5%	1,730	5%	3,680	607
0	0	0%	0	0%	Repair & Maint - Other	0	0	0%	0	0%	0	907
0	0	0%	0	0%	Security	0	600	0%	0	0%	600	0
168	157	107%	157	107%	Off-Site Storage	504	471	107%	471	107%	1,727	2,105
2,148	1,981	108%	1,981	108%	Utilities - Other	4,948	6,074	81%	6,074	81%	25,185	19,191
150	150	100%	150	100%	Utilities - Telephone/Fax	450	450	100%	450	100%	1,878	1,897
442	17	2601%	17	2570%	Bank Charges	757	51	1485%	52	1457%	746	1,423
18	0	0%	(10)	-185%	Cash Short/(Over)	103	0	0%	(53)	-194%	0	149
175	175	100%	(25)	-700%	Cell Phone	575	525	110%	325	177%	2,100	1,900
3,481	2,848	122%	2,996	116%	City Surcharge R & R	7,393	4,937	150%	8,551	86%	35,106	23,742
131	155	84%	155	85%	Copier/Photocopies	166	460	36%	460	36%	1,291	661
2,352	3,037	77%	2,037	115%	Credit Card Discounts	8,069	5,397	150%	5,611	144%	25,500	23,671
0	0	0%	0	0%	Donations	0	0	0%	0	0%	0	1,989
0	0	0%	0	0%	Dues & Subscriptions	150	150	100%	150	100%	1,125	1,193
0	0	0%	0	0%	Education & Training	0	0	0%	0	0%	410	305
40	490	8%	490	8%	Employee Relations	553	774	71%	774	71%	1,958	1,450
3,796	3,987	95%	3,987	95%	Insurance Expense	11,388	11,317	101%	11,316	101%	45,074	46,144
0	0	0%	0	0%	Member Relations	131	0	0%	0	0%	659	414
0	10	0%	10	0%	Messenger Service - Fedex	83	184	45%	183	45%	447	249
0	0	0%	0	0%	Miscellaneous	1,006	0	0%	0	0%	0	1,006
5,800	5,800	100%	5,800	100%	O/S - Accounting	12,000	12,000	100%	12,000	100%	13,200	12,000
0	0	0%	0	0%	O/S - Legal	0	80	0%	80	0%	2,568	0
0	0	0%	0	0%	O/S - Other	0	77	0%	77	0%	77	0
366	239	153%	239	153%	Payroll Processing Fee	790	723	109%	723	109%	4,009	3,845
0	39	0%	39	0%	Postage/Shipping	39	92	43%	92	42%	560	406
(30)	(30)	100%	(30)	100%	Tax/Licenses/Fees	(60)	(90)	67%	(120)	50%	(130)	(267)
30	0	0%	0	0%	Travel - Meals	91	0	0%	0	0%	0	145
69	300	23%	300	23%	Travel - Other	2,788	1,655	168%	1,654	169%	8,687	14,872
0	269	0%	269	0%	Employee Meals	0	269	0%	2,396	0%	1,175	0
19,678	23,557	84%	22,542	87%	TOTAL OPERATING EXPENSES	55,522	56,276	99%	59,464	93%	197,717	178,217
(31,424)	(34,082)	92%	(33,061)	95%	EBITDA	(87,067)	(87,851)	99%	(89,858)	97%	(325,478)	(306,097)
5,713	5,601	102%	7,270	79%	Management Fee	18,795	14,887	126%	22,009	85%	65,296	63,012
5,713	5,601	102%	7,270	79%	Management Fees	18,795	14,887	126%	22,009	85%	65,296	63,012
0	154	0%	154	0%	Deprec - Office F,F&E	0	462	0%	462	0%	1,848	(462)
98	98	100%	98	100%	Deprec - Mach & Equip	293	293	100%	293	100%	1,171	746
283	283	100%	283	100%	Deprec - Buildings	850	850	100%	850	100%	3,401	8,659
381	535	71%	535	71%	S/T DEPR. & AMORT	1,143	1,605	71%	1,605	71%	6,420	8,943

The Golf Club at Cypress Head
G & A
For the Three Months Ending December 31, 2015

MTD	MTD	% of	MTD	% of		YTD	YTD	% of	YTD	% of	Annual
Actual	Budget	Budget	Prior Year	PY		Actual	Budget	Budget	Prior Year	PY	Budget
(37,518)	(40,218)	93%	(40,865)	92%	NET INCOME	(107,005)	(104,343)	103%	(113,471)	94%	(397,194)
											(378,052)

The Golf Club at Cypress Head
Marketing
For the Three Months Ending December 31, 2015

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												
3,578	3,060	117%	3,899	92%	Gross Payroll - Salaried	10,236	9,180	112%	11,057	93%	36,720	35,526
3,578	3,060	117%	3,899	92%	S/T Wages	10,236	9,180	112%	11,057	93%	36,720	35,526
268	234	114%	287	93%	Payroll Tax - FICA	739	702	105%	805	92%	2,808	2,821
0	0	0%	105	0%	Payroll Tax - UC	0	0	0%	105	0%	263	235
98	62	157%	58	169%	Payroll Tax - WC	215	186	116%	184	117%	772	961
537	408	132%	412	130%	Benefits	1,235	1,224	101%	1,141	108%	5,041	4,693
902	704	128%	862	105%	S/T Adders	2,190	2,112	104%	2,235	98%	8,884	8,711
4,480	3,764	119%	4,761	94%	TOTAL PAYROLL	12,426	11,292	110%	13,292	93%	45,604	44,237
OPERATING EXPENSES												
1,778	1,169	152%	910	195%	Advertising & Promotion	4,036	13,708	29%	5,404	75%	23,866	25,887
0	0	0%	0	0%	Miscellaneous	11,616	10,000	116%	0	0%	10,000	11,657
116	50	232%	0	0%	Travel - Other	232	150	154%	0	0%	820	424
0	0	0%	0	0%	Website Expenses	900	1,000	90%	0	0%	5,000	3,000
1,893	1,219	155%	910	208%	TOTAL OPERATING EXPENSES	16,784	24,858	68%	5,404	311%	39,686	40,968
(6,374)	(4,983)	128%	(5,671)	112%	EBITDA	(29,210)	(36,150)	81%	(18,697)	156%	(85,290)	(85,205)
(6,374)	(4,983)	128%	(5,671)	112%	NET INCOME	(29,210)	(36,150)	81%	(18,697)	156%	(85,290)	(85,205)

The Golf Club at Cypress Head

For the Three Months Ending December 31, 2015

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												
97,965	84,025	117%	82,378	119%	Green Fees & Cart Fees	212,201	171,195	124%	233,495	91%	1,023,426	693,575
4,454	4,079	109%	3,939	113%	Merchandise	11,516	10,876	106%	15,070	76%	61,281	50,139
720	832	87%	378	191%	Other Pro Shop	1,247	1,400	89%	1,091	114%	10,769	10,354
3,173	2,735	116%	1,701	187%	Range	6,230	5,715	109%	6,586	95%	35,044	16,529
0	0	0%	34,156	0%	Food and Beverage	0	0	0%	88,037	0%	0	94,931
0	0	0%	0	0%	Membership Initiation Fees	0	0	0%	0	0%	0	750
3,481	2,848	122%	2,996	116%	Other Operating Revenues	7,393	4,937	150%	8,551	86%	35,106	23,742
0	0	0%	0	0%	Other G&A Income	0	0	0%	0	0%	0	(866)
109,794	94,519	116%	125,548	87%	TOTAL REVENUE	238,586	194,123	123%	352,829	68%	1,165,626	889,153
COST OF SALES												
4,004	2,240	179%	2,133	188%	Merchandise	10,081	5,975	169%	10,392	97%	33,672	44,232
0	0	0%	11,693	0%	Food & Beverage	0	0	0%	36,464	0%	0	36,128
4,004	2,240	179%	13,826	29%	TOTAL COGS	10,081	5,975	169%	46,855	22%	33,672	80,360
89.9%	54.9%	163.7%	54.1%	166.1%	COGS - Merchandise %	87.5%	54.9%	159.3%	69.0%	127.0%	54.9%	1316.5%
0.0%	0.0%	0.0%	34.5%	0.0%	COGS - Food %	0.0%	0.0%	0.0%	41.7%	0.0%	0.0%	8232.1%
PAYROLL												
30,861	25,047	123%	24,966	124%	Course and Grounds	91,009	74,752	122%	70,808	129%	302,225	311,481
7,204	6,397	113%	5,638	128%	Carts, Range, Starters, Etc.	17,253	15,072	114%	15,219	113%	73,469	41,774
5,508	4,701	117%	4,620	119%	Pro Shop	15,856	11,319	140%	13,904	114%	53,508	35,517
0	0	0%	15,555	0%	Food and Beverage	0	0	0%	44,686	0%	0	49,559
11,746	10,525	112%	10,519	112%	General and Administrative	31,545	31,575	100%	30,394	104%	127,761	127,764
4,480	3,764	119%	4,761	94%	Marketing	12,426	11,292	110%	13,292	93%	45,604	44,237
59,800	50,434	119%	66,058	91%	TOTAL PAYROLL	168,088	144,010	117%	188,302	89%	602,567	610,333
OPERATING EXPENSES												
16,165	11,612	139%	10,832	149%	Course and Grounds	52,378	61,963	85%	59,206	88%	194,632	213,323
8,368	7,049	119%	8,333	100%	Carts, Range, Starters, Etc.	22,872	24,927	92%	26,488	86%	85,831	109,749
0	413	0%	409	0%	Pro Shop	574	3,214	18%	2,440	24%	11,155	8,221
0	0	0%	3,787	0%	Food and Beverage	185	0	0%	13,000	1%	0	17,312
19,678	23,557	84%	22,542	87%	General and Administrative	55,522	56,276	99%	59,464	93%	197,717	178,217
1,893	1,219	155%	910	208%	Marketing	16,784	24,858	68%	5,404	311%	39,686	40,968
46,104	43,850	105%	46,614	98%	TOTAL OPERATING EXPENSES	148,315	171,238	87%	166,002	89%	529,021	567,790
109,908	96,524	114%	126,697	87%	TOTAL EXPENSES	326,484	321,223	102%	401,160	81%	1,165,260	1,258,483
(114)	(2,005)	6%	(1,149)	10%	EBITDA	(87,897)	(127,100)	69%	(48,331)	182%	366	(369,330)

The Golf Club at Cypress Head
For the Three Months Ending December 31, 2015

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
(114)	(2,005)	6%	(1,149)	10%	EBITDA	(87,897)	(127,100)	69%	(48,331)	182%	366	(369,330)
(5,713)	(5,601)	102%	(7,270)	79%	MANAGEMENT FEES	(18,795)	(14,887)	126%	(22,009)	85%	(65,296)	(63,012)
(381)	(535)	71%	(535)	71%	OTHER INCOME (EXPENSE)	(1,143)	(1,605)	71%	(1,605)	71%	(6,420)	(8,943)
(381)	(535)	71%	(535)	71%	Depreciation & Amortization	(1,143)	(1,605)	71%	(1,605)	71%	(6,420)	(8,943)
(6,208)	(8,141)	76%	(8,954)	69%	TOTAL OTHER INCOME (EXPENSE)	(107,836)	(143,592)	75%	(71,944)	150%	(71,350)	(441,285)
					NET INCOME							
3,080	3,207	96%	3,076	100%	Paid Rounds	6,783	6,527	104%	9,126	74%	38,507	23,566
873	370	236%	366	239%	Annual Pass Rounds	1,715	784	219%	1,138	151%	4,295	3,547
251	370	68%	366	69%	Other Rounds	467	569	82%	800	58%	2,819	1,439
4,204	3,947	107%	3,808	110%	Total Rounds	8,965	7,880	114%	11,064	81%	45,621	28,552
36	29	121%	41	87%	Revenue/Paid Rounds	35	30	118%	39	91%	30	249
26	24	109%	33	79%	Revenue/Total Rounds	27	25	108%	32	83%	26	207

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

General Ledger

Ranges: From: To:

Date: 12/1/2015

Account: First Last

Sorted By:

Include:

Print Currency In:

Account Posting, Unit

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10060-5950-900	Cash - Operating New	\$171,617.70	\$117,844.30	\$149,051.66	(\$31,207.36)	\$140,410.34
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10120-5950-900	Cash - New Payroll	(\$22,967.44)	\$64,484.27	\$45,758.84	\$18,725.43	(\$4,242.01)
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$9,055.05	\$550.95	\$6,089.50	(\$5,538.55)	\$3,516.50
	12000-5950-900	Inventory - Merchandise	\$18,621.61	\$2,995.66	\$4,004.21	(\$1,008.55)	\$17,613.06
	13020-5950-900	Prepaid Insurance	\$10,515.68	\$7,837.00	\$3,795.92	\$4,041.08	\$14,556.76
	13040-5950-900	Prepaid Exp - Other	\$14,986.27	\$4,960.00	\$13,350.81	(\$8,390.81)	\$6,595.46
	13480-5950-900	Deposit - Vendors	\$2,500.00	\$0.00	\$2,500.00	(\$2,500.00)	\$0.00
	20040-5950-900	Furniture & Fixtures	\$9,044.50	\$0.00	\$0.00	\$0.00	\$9,044.50
	20100-5950-900	Machinery & Equipment	\$15,999.94	\$0.00	\$0.00	\$0.00	\$15,999.94
	20160-5950-900	Land	\$54,142.76	\$0.00	\$0.00	\$0.00	\$54,142.76
	22020-5950-900	Accum. Deprec - Office F,F&E	(\$9,044.50)	\$0.00	\$0.00	\$0.00	(\$9,044.50)
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$11,770.27)	\$0.00	\$97.55	(\$97.55)	(\$11,867.82)
	22080-5950-900	Accum. Deprec - Buildings	(\$36,076.18)	\$0.00	\$283.45	(\$283.45)	(\$36,359.63)
	30000-5950-900	Accts Pay - Trade	(\$26,563.48)	\$72,933.58	\$53,855.61	\$19,077.97	(\$7,485.51)
	30040-5950-900	Accts Pay - Other	(\$28,255.56)	\$0.00	\$10,018.00	(\$10,018.00)	(\$38,273.56)
	31000-5950-900	Accrued Expenses	\$0.00	\$0.00	\$151.81	(\$151.81)	(\$151.81)
	31020-5950-900	Accrued Payroll	(\$11,114.33)	\$1,579.12	\$6,477.63	(\$4,898.51)	(\$16,012.84)
	31220-5950-900	Accrued Sales Tax	(\$8,379.23)	\$8,379.23	\$6,216.99	\$2,162.24	(\$6,216.99)
	31400-5950-900	Accrued City Surcharge	(\$3,911.34)	\$3,911.34	\$3,481.29	\$430.05	(\$3,481.29)
	32000-5950-900	Deferred Rev - Rainchecks	(\$477.10)	\$330.15	\$655.34	(\$325.19)	(\$802.29)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$3,905.01)	\$9,012.35	\$5,900.37	\$3,111.98	(\$793.03)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$56,825.80)	\$5,682.58	\$0.00	\$5,682.58	(\$51,143.22)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$57,072.73)	\$6,252.73	\$3,000.00	\$3,252.73	(\$53,820.00)
	32060-5950-900	Deferred Rev - Gift Certificates	(\$4,639.14)	\$0.00	\$0.00	\$0.00	(\$4,639.14)
	32070-5950-900	Deferred Rev - Gift Cards	(\$16,577.11)	\$814.21	\$7,811.83	(\$6,997.62)	(\$23,574.73)
	32100-5950-900	Deferred Rev - Credit Books	(\$19,130.65)	\$1,584.43	\$49.19	\$1,535.24	(\$17,595.41)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$91,795.20)	\$9,498.67	\$2,404.16	\$7,094.51	(\$84,700.69)
	32220-5950-900	Deferred Rev - Founders Pass	(\$956.20)	\$95.62	\$0.00	\$95.62	(\$860.58)
	50000-5950-100	Green Fees - Annual Pass	(\$11,485.47)	\$0.00	\$11,758.20	(\$11,758.20)	(\$23,243.67)
	50040-5950-100	Green Fees - Member	(\$51,743.97)	\$358.59	\$42,226.83	(\$42,226.83)	(\$93,970.80)
	50070-5950-100	Green Fees - (surcharge)	(\$3,593.62)	\$3,481.29	\$6,962.58	(\$3,481.29)	(\$7,074.91)
	50500-5950-200	Cart Fee 18	(\$38,233.82)	\$0.00	\$31,087.58	(\$31,087.58)	(\$69,321.40)
	50520-5950-200	Cart Fee - Annual Trail	(\$9,179.52)	\$0.00	\$9,411.18	(\$9,411.18)	(\$18,590.70)
	52090-5950-600	Handicap Fee	(\$80.00)	\$0.00	\$60.00	(\$60.00)	(\$140.00)
	52150-5950-600	Lessons	(\$210.00)	\$0.00	\$400.00	(\$400.00)	(\$610.00)
	52280-5950-600	Rental Clubs	(\$236.63)	\$0.00	\$260.00	(\$260.00)	(\$496.63)
	52310-5950-600	Retail	(\$7,061.53)	\$0.00	\$4,454.30	(\$4,454.30)	(\$11,515.83)
	53050-5950-220	Range Pass Revenue	(\$3,056.40)	\$0.00	\$3,173.44	(\$3,173.44)	(\$6,229.84)
	56120-5950-100	City Surcharge R & R	(\$3,911.34)	\$0.00	\$3,481.29	(\$3,481.29)	(\$7,392.63)
	60000-5950-600	COGS - Merchandise - Accessories	\$6,077.00	\$4,004.21	\$0.00	\$4,004.21	\$10,081.21
	70000-5950-100	Gross Payroll - Salaried	\$13,675.24	\$7,045.81	\$164.35	\$6,881.46	\$20,556.70
	70000-5950-900	Gross Payroll - Salaried	\$15,605.31	\$10,109.90	\$2,149.27	\$7,960.63	\$23,565.94
	70000-5950-950	Gross Payroll - Salaried	\$6,658.08	\$3,678.95	\$100.88	\$3,578.07	\$10,236.15
	70010-5950-100	Gross Payroll - Hourly	\$36,362.80	\$17,398.45	\$712.70	\$16,685.75	\$53,048.55
	70010-5950-200	Gross Payroll - Hourly	\$8,923.24	\$6,502.76	\$214.73	\$6,288.03	\$15,211.27
	70010-5950-600	Gross Payroll - Hourly	\$9,312.01	\$5,110.62	\$169.55	\$4,941.07	\$14,253.08
	71000-5950-100	Payroll Tax - FICA	\$3,501.95	\$1,810.71	\$52.89	\$1,757.82	\$5,259.77
	71000-5950-200	Payroll Tax - FICA	\$718.09	\$499.61	\$17.17	\$482.44	\$1,200.53
	71000-5950-600	Payroll Tax - FICA	\$731.15	\$376.35	\$13.57	\$362.78	\$1,093.93
	71000-5950-900	Payroll Tax - FICA	\$1,283.73	\$741.71	\$25.28	\$716.43	\$2,000.16
	71000-5950-950	Payroll Tax - FICA	\$471.87	\$275.63	\$8.07	\$267.56	\$739.43
	71010-5950-100	Payroll Tax - UC	\$462.53	\$122.04	\$0.00	\$122.04	\$584.57
	71010-5950-200	Payroll Tax - UC	\$308.79	\$194.52	\$0.00	\$194.52	\$503.31
	71010-5950-600	Payroll Tax - UC	\$159.56	\$63.34	\$0.00	\$63.34	\$222.90
	71020-5950-100	Payroll Tax - WC	\$964.02	\$664.49	\$0.00	\$664.49	\$1,628.51

TRIAL BALANCE SUMMARY FOR 2015

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	71020-5950-200	Payroll Tax - WC	\$124.41	\$186.70	\$0.00	\$186.70	\$311.11
	71020-5950-600	Payroll Tax - WC	\$144.48	\$141.19	\$0.00	\$141.19	\$285.67
	71020-5950-900	Payroll Tax - WC	\$368.00	\$276.00	\$0.00	\$276.00	\$644.00
	71020-5950-950	Payroll Tax - WC	\$117.52	\$97.52	\$0.00	\$97.52	\$215.04
	71030-5950-100	Benefits	\$5,181.37	\$5,948.49	\$1,199.19	\$4,749.30	\$9,930.67
	71030-5950-200	Benefits	(\$26.37)	\$91.90	\$39.24	\$52.66	\$26.29
	71030-5950-900	Benefits	\$2,541.98	\$3,814.06	\$1,021.12	\$2,792.94	\$5,334.92
	71030-5950-950	Benefits	\$698.38	\$631.45	\$94.34	\$537.11	\$1,235.49
	80110-5950-200	Cart Supplies	\$736.39	\$101.20	\$0.00	\$101.20	\$837.59
	80170-5950-100	Course Accessories	\$731.94	\$11.99	\$0.00	\$11.99	\$743.93
	80230-5950-100	Fertilizer	\$4,503.55	\$1,688.67	\$0.00	\$1,688.67	\$6,192.22
	80250-5950-100	Flowers/Decor	\$73.96	\$0.00	\$0.00	\$0.00	\$73.96
	80270-5950-100	Fuel	\$1,124.81	\$1,207.63	\$0.00	\$1,207.63	\$2,332.44
	80280-5950-100	Fungicides	\$1,273.44	\$361.33	\$0.00	\$361.33	\$1,634.77
	80320-5950-100	Herbicides	\$2,590.01	\$623.02	\$0.00	\$623.02	\$3,213.03
	80370-5950-100	Insecticides	\$1,219.00	\$1,189.64	\$0.00	\$1,189.64	\$2,408.64
	80380-5950-900	Janitorial Supplies	\$255.25	\$158.51	\$0.00	\$158.51	\$413.76
	80520-5950-900	Office Supplies	\$1,106.46	\$564.71	\$34.64	\$530.07	\$1,636.53
	80610-5950-220	Range Balls	\$1,530.00	\$0.00	\$0.00	\$0.00	\$1,530.00
	80620-5950-220	Range Equipment	\$22.37	\$773.75	\$0.00	\$773.75	\$796.12
	80630-5950-220	Range Expenses	\$9.90	\$0.00	\$0.00	\$0.00	\$9.90
	80690-5950-100	Sand/Topdress	\$2,691.65	\$0.00	\$0.00	\$0.00	\$2,691.65
	80710-5950-100	Seeds/Trees	\$3,468.51	\$0.00	\$0.00	\$0.00	\$3,468.51
	80810-5950-600	Tournament Expense	\$573.63	\$0.00	\$0.00	\$0.00	\$573.63
	81010-5950-900	Alarm System	\$181.00	\$180.50	\$0.00	\$180.50	\$361.50
	81090-5950-200	Cart Repairs	\$0.00	\$1,237.25	\$0.00	\$1,237.25	\$1,237.25
	81130-5950-900	Computer Service	\$275.15	\$165.35	\$0.00	\$165.35	\$440.50
	81140-5950-900	Contract Cleaning	\$130.00	\$0.00	\$0.00	\$0.00	\$130.00
	81200-5950-900	Guest Relations	\$25.00	\$24.30	\$0.00	\$24.30	\$49.30
	81250-5950-100	Irrigation	\$481.30	\$33.76	\$0.00	\$33.76	\$515.06
	81350-5950-100	Repair & Maint - Equipment	\$3,432.04	\$4,322.43	\$0.00	\$4,322.43	\$7,754.47
	81350-5950-540	Repair & Maint - Equipment	\$78.90	\$0.00	\$0.00	\$0.00	\$78.90
	81350-5950-900	Repair & Maint - Equipment	\$434.45	\$45.00	\$0.00	\$45.00	\$479.45
	81360-5950-900	Repair & Maint - Building	\$647.55	\$1,031.72	\$1,593.14	(\$561.42)	\$86.13
	82000-5950-200	Cart Lease	\$10,712.00	\$5,356.00	\$0.00	\$5,356.00	\$16,068.00
	82020-5950-100	Equipment Lease	\$9,024.00	\$4,512.00	\$0.00	\$4,512.00	\$13,536.00
	82060-5950-900	Off-Site Storage	\$336.00	\$168.00	\$0.00	\$168.00	\$504.00
	83000-5950-100	Utilities - Electric	\$535.60	\$194.03	\$0.00	\$194.03	\$729.63
	83000-5950-200	Utilities - Electric	\$1,494.08	\$899.37	\$0.00	\$899.37	\$2,393.45
	83020-5950-100	Utilities - Other	\$3,139.06	\$1,594.02	\$0.00	\$1,594.02	\$4,733.08
	83020-5950-900	Utilities - Other	\$2,799.63	\$2,148.33	\$0.00	\$2,148.33	\$4,947.96
	83030-5950-100	Utilities - Telephone/Fax	\$205.38	\$98.45	\$0.00	\$98.45	\$303.83
	83030-5950-900	Utilities - Telephone/Fax	\$300.00	\$150.00	\$0.00	\$150.00	\$450.00
	83050-5950-100	Utliities - Water	\$692.44	\$298.93	\$0.00	\$298.93	\$991.37
	84030-5950-950	Adv/Promo - Local/Regional Print	\$1,322.00	\$0.00	\$0.00	\$0.00	\$1,322.00
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$936.74	\$1,777.53	\$0.00	\$1,777.53	\$2,714.27
	85020-5950-900	Bank Charges	\$315.24	\$442.24	\$0.00	\$442.24	\$757.48
	85050-5950-900	Cash Short/(Over)	\$84.48	\$178.45	\$160.24	\$18.21	\$102.69
	85060-5950-900	Cell Phone	\$400.00	\$175.00	\$0.00	\$175.00	\$575.00
	85070-5950-900	City Surcharge R & R	\$3,911.34	\$3,481.29	\$0.00	\$3,481.29	\$7,392.63
	85110-5950-900	Copier/Photocopies	\$35.12	\$130.96	\$0.00	\$130.96	\$166.08
	85120-5950-900	Credit Card Discounts	\$5,717.88	\$2,351.61	\$0.00	\$2,351.61	\$8,069.49
	85150-5950-900	Dues & Subscriptions	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00
	85190-5950-900	Employee Relations	\$512.86	\$39.93	\$0.00	\$39.93	\$552.79
	85200-5950-100	Employee Testing	\$101.75	\$29.00	\$0.00	\$29.00	\$130.75
	85280-5950-900	Insurance Expense	\$7,591.84	\$3,795.92	\$0.00	\$3,795.92	\$11,387.76
	85320-5950-900	Member Relations	\$131.18	\$0.00	\$0.00	\$0.00	\$131.18
	85330-5950-900	Messenger Service - Fedex	\$83.24	\$0.00	\$0.00	\$0.00	\$83.24
	85340-5950-900	Miscellaneous	\$1,005.92	\$0.00	\$0.00	\$0.00	\$1,005.92
	85340-5950-950	Miscellaneous	\$11,616.12	\$0.00	\$0.00	\$0.00	\$11,616.12
	85390-5950-900	O/S - Accounting	\$6,200.00	\$5,800.00	\$0.00	\$5,800.00	\$12,000.00
	85430-5950-100	O/S - Other	\$325.00	\$0.00	\$0.00	\$0.00	\$325.00
	85480-5950-900	Payroll Processing Fee	\$424.43	\$365.52	\$0.00	\$365.52	\$789.95

TRIAL BALANCE SUMMARY FOR 2015
The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	85490-5950-900	Postage/Shipping	\$39.20	\$0.00	\$0.00	\$0.00	\$39.20
	85610-5950-900	Tax/Licenses/Fees	(\$30.00)	\$0.00	\$30.00	(\$30.00)	(\$60.00)
	85660-5950-540	Loss/Theft	\$105.82	\$0.00	\$0.00	\$0.00	\$105.82
	85710-5950-900	Travel - Meals	\$61.47	\$30.00	\$0.00	\$30.00	\$91.47
	85720-5950-100	Travel - Other	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00
	85720-5950-900	Travel - Other	\$2,718.72	\$68.93	\$0.00	\$68.93	\$2,787.65
	85720-5950-950	Travel - Other	\$115.67	\$115.92	\$0.00	\$115.92	\$231.59
	85730-5950-950	Website Expenses	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00
	90000-5950-900	Management Fee	\$13,082.45	\$5,712.85	\$0.00	\$5,712.85	\$18,795.30
	98020-5950-900	Deprec - Mach & Equip	\$195.10	\$97.55	\$0.00	\$97.55	\$292.65
	98040-5950-900	Deprec - Buildings	\$566.90	\$283.45	\$0.00	\$283.45	\$850.35
	RCMWD-5950-100	Rounds - Complimentary - Weekday	8,956.00	121.00	0.00	121.00	9,077.00
	REMWD-5950-100	Rounds - Employee - Weekday	15,529.00	130.00	0.00	130.00	15,659.00
	RMBWD-5950-100	Rounds - Member - Weekday	48,889.00	873.00	0.00	873.00	49,762.00
	RPKWD-5950-100	Rounds - Peak - Weekday	270,966.00	3,080.00	0.00	3,080.00	274,046.00
	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:	136	\$0.00	\$446,388.52	\$446,388.52	\$0.00



January 20th, 2015

Theresa Gutierrez
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Dear Theresa,

The following is the financial and operational summary report for December 2015 at TGC at Cypress Head.

FINANCIAL SUMMARY FOR MONTH ENDING December 2015							
	Current				Year to Date		
	Actual	Budget	Variance vs. Budget		Actual	Budget	Variance vs. Budget
Revenue							
Green Fees	\$ 57,466	\$ 49,575	\$ 7,891		\$ 124,289	\$ 99,815	\$ 24,474
Cart Fees	\$ 40,499	\$ 34,450	\$ 6,049		\$ 87,912	\$ 71,380	\$ 16,532
Range	\$ 3,173	\$ 2,735	\$ 438		\$ 6,230	\$ 5,715	\$ 515
Pro- Shop Revenues	\$ 5,174	\$ 4,911	\$ 263		\$ 12,763	\$ 12,276	\$ 487
City Surcharge R/R	\$ 3,481	\$ 2,848	\$ 633		\$ 7,393	\$ 4,937	\$ 2,456
Total Revenue	\$ 109,793	\$ 94,519	\$ 15,274		\$ 238,587	\$ 194,123	\$ 44,464
Cost of Sales							
Merchandise	\$ 4,004	\$ 2,240	\$ 1,764	88%	\$ 10,081	\$ 5,975	\$ 4,106
Gross Margin	\$ 105,789	\$ 92,279	\$ 13,510		\$ 228,506	\$ 188,148	\$ 40,358
Total Payroll	\$ 59,800	\$ 50,434	\$ 9,366		\$ 168,088	\$ 144,010	\$ 24,078
Total Operating Expenses	\$ 46,104	\$ 43,850	\$ 2,254		\$ 148,315	\$ 171,238	\$ (22,923)
Net Operating Income	\$ (115)	\$ (2,005)	\$ 1,890		\$ (87,897)	\$ (127,100)	\$ 39,203
Other Expenses							
Management Fee	\$ 6,094	\$ 6,136	\$ (42)		\$ 19,938	\$ 16,492	\$ 3,446
Interest Expense	\$ 5,713	\$ 5,601	\$ 112		\$ 18,795	\$ 14,887	\$ 3,908
Depreciation	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
Net Cash From Ops	\$ 381	\$ 535	\$ 545		\$ 1,143	\$ 1,605	\$ (462)
	\$ (6,209)	\$ (8,141)	\$ 1,932		\$ (107,835)	\$ (143,592)	\$ 35,757
Rounds							
Total Rounds	4,204	3,947	257		8,965	7,880	1,085
Avg. Green Fee/Cart Fee	\$23.30	\$21.29	\$ 2.01		\$23.67	\$21.73	\$ 1.94
Avg. Merchandise/round	\$1.23	\$1.24	\$ (0.01)		\$1.42	\$1.56	\$ (0.13)

*** Food & Beverage totals have been removed from 14/15 Actuals in Total Revenues and Payroll expenses to properly reflect comparisons to fiscal year 2015/2016. ***

Overview:

The month of December has proven to be very busy as our team continues to build on the momentum of re-opening the renovated golf course. We were able to exceed our budgeted revenues by over \$15,000 and we continue to receive high scores from mindshare reports regarding customer service. Some of the highlights for the month have included hosting multiple outings and groups to experience first hand the brand new updated and renovated conditions. Our new Cypress Pass Members, our Legacy Pass members and of course our regular golfers from the city of Port Orange continue to play regularly and they have been excited about the service given by our Cypress Head Team members.

Our new staff continues to be instrumental in registering golfers from all areas of the city, county and country with their player profiles and we now have over 8,937 unique e-mail addresses. This will enable us to reach out to a larger segment of golfers while promoting Cypress Head Golf Course and all the events, tournaments, golf lessons, junior classes as well as the benefits of playing at one of the premiere golf courses in Volusia County.

In December we continued to play host to a large number of groups and organizations who have enjoyed playing Cypress Head in the past and our now very excited to be playing a first class renovated golf course with outstanding customer service. We had over 4204 rounds played during the month which included players from the Cypress and Annual Pass holders, and of course our very loyal Port Orange residents. Our Mindshare surveys returned a rating of 9.0 for the month with a majority of the comments related to how much they enjoyed the course conditions, the friendliness of the staff and the improved customer service.

Key Performance Highlights:

- Total revenues for the month of December exceeded the budgeted amount by over \$15,000 dollars which was accomplished by hosting over 4200 rounds for the month.
- Cypress Head Golf Course was also involved in hosting multiple junior clinics during the Christmas holiday school vacation days. Our instructors were able to assist dozens of new golfers looking to enjoy the game of golf.
- There were also smaller groups such as the Massey group, Zac Group, Rice group, Burgman group, Girouard group, Messina and Jackson groups. All of these groups have signed one to play regularly throughout the upcoming winter season since they have been thrilled by the course conditions and customer service.

- Our entire team led by Ms. Reggie Hunter, our Director of Sales & Marketing, showcased to every group that the place to host their event was at Cypress Head. The positive publicity and excitement from the opening of the totally renovated bar, restaurant, dining room and the outside decks was exciting for all who have played. The renovation of the clubhouse and golf course is a tremendous benefit for all who live in Cypress Head as well as for the entire city of Port Orange.

Recognition and Awards:

- No awards were received during the month of December.

R&R Projects pending:

- There was a purchase of a John Deere spiker and roller for the maintenance staff which will allow them to properly maintain and continue to improve the condition of the greens.

Tee Sheet Activity:

- We had over 3080 paid rounds for the month as well as 873 Annual and Cypress Pass member rounds.
- The Golf staff continues to monitor daily tee sheet activity and is trained to recognize underutilization of the tee sheet and offer promotional prices to increase the number of potential players.

December 2015 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3080	3207	3076	6783	9126
Annual	873	370	366	1715	1138
Other rounds	251	370	366	467	800
Total Rounds	4204	3947	3808	8965	11064

Departmental Summaries:

Course & Grounds/Range

- The maintenance team continues to do a remarkable job in maintaining the golf course even though we experienced several days of cart path only conditions due to several days of rain. Dennis and his team continue to work diligently in preparing the course for all the players and events that were held in December. The lighted range has also given Cypress Head an advantage over other local courses since we have the range operational during several evenings.

Food and Beverage

- No Food and Beverage sales for the month of November. The management team of the Tavern has been working extremely well together with Ms. Hunter and I by coordinating all the details involved for the large number of Christmas parties planned for December. Both teams are very committed to offering the best in class service to all tournament groups, individual golfers and non-golfers alike.

Golf Shop/Carts

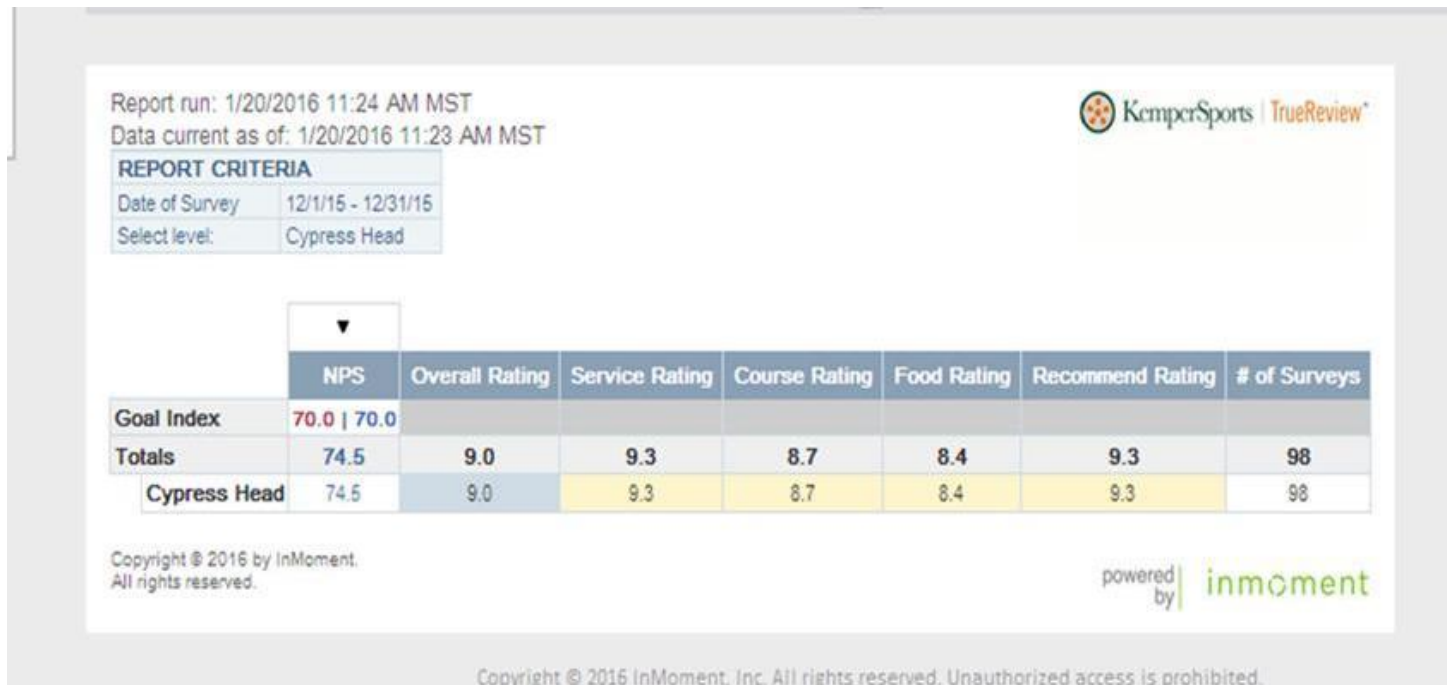
- New merchandise for the golf shop has been received and displayed properly to enhance the professional nature of the golf shop and increase merchandise sales. Vendors include Footjoy, Titleist, Callaway, Bridgestone, Monterey, Nancy Lopez, Bermuda Sands, Ahead headwear and St Andrews products. We have held special promotions for merchandise like the 24 days of Christmas sales which were well received. We had over \$8,799.00 in gift card sales for the month as well as over \$4,260.00 in merchandise sales.
- Regular maintenance procedures have continued regarding the cart fleet which includes registering monthly totals for battery amperage and mileage as well as proper watering of all batteries to protect all warranties associated with the new fleet. In addition to the monthly process our carts are inspected daily for any damage which may have occurred during normal play. We did have a situation that involved a player causing damage to one of the carts which is currently being settled with the guest. We are committed to providing quality carts for the enjoyment of all our players. The beverage cart has been in operations on a daily basis and has been well received by the golfers. The range picker is operating properly with no concerns.

- Our team has also been involved with a new national program called GLF which stands for Giant Leap Forward. This program is designed to help promote the game of golf to young golfers throughout the school system beginning in the elementary level all the way to high school. We are excited about promoting this program to all skill levels of junior golfers and this is a tremendous benefit for the City of Port Orange. The coordinator of the program and I have met with the Parks & Recreation director to discuss the program and it was well received. We are currently reaching out to the school department to coordinate dates and times to begin the program.

Marketing and Sales:

- We continue to receive plenty of interest by many individuals and groups regarding joining the new Cypress Pass membership. At this time we have sold 14 Cypress Pass Single memberships, 16 Cypress Pass double memberships and 2 Cypress Pass Non Resident memberships. Promotions were offered during the month of December highlighting the benefits of joining the membership program with reduced rates. I am expecting more memberships to be purchased as we see our friends arriving from the north taking advantage of this great opportunity.
- The Sales & Marketing director has been very busy responding to all guest inquiries and she has booked multiple events for the month of February as well as the spring of 2016. She continues her involvement with the POSD Chamber, POSD Ambassadors program, Daytona Beach Chamber, SEV Chamber and the POSD Rotary club promoting the course as well as keeping Cypress Head “Top of Mind” in the local community.
- We are continuing our involvement with Daytona CVB, Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- We have increased our database of emails to over 8937 unique e-mail addresses which were accomplished by the golf team by properly registering player profiles including residency, phone numbers and proper classifications of all players. This process will allow better understanding of who our players are and where they come from.
- The team is very active on social media including Facebook, Twitter, and Instagram as well as email blasts promoting all the events and programs offered at Cypress Head.
- The city of Port Orange is also involved with promoting the golf course through the POG channel and the Parks & Recreation department has been helpful in posting golf clinics at their facilities.

Mindshare Reviews and Comments:



- There were over 1,000 questionnaires mailed out to players during the month with an overall rating for the golf course receiving a 9.0 rating. Many of the comments were related to the improved condition of the course as well the friendliness of the golf staff. 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.

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource

Summary:

- The entire team here at Cypress Head including all the managers, the maintenance workers and members of the golf staff continue to be very excited about welcoming all of our fellow golfers back to the renovated Golf Course. This is a great opportunity for us to showcase the investment made by the city for its residents and offer the best possible experience for all players and guests.
- Our plan for the month of January involves helping to promote the introduction of family golf clinics, junior golf programs and individual lessons to bring more Port Orange residents to the club to experience the benefits and services that we have to offer. We have also initiated a Ladies Clinic for January for four consecutive weeks which has already been sold out.
- We will also be promoting Holiday specials to drive sales in the golf shop as well as joining our Cypress Pass program to take advantage of incredible course conditions.
- We will be initiating a new pricing structure for the upcoming winter season beginning January 4th.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 19, 2016

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Allen Green at 6:30 p.m.

Pledge of Allegiance

Invocation given by Christopher Bailey, Chaplain at Bert Fish Hospital

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

Rules of Procedure as approved by City Council on December 2, 2014, specifically page 3, portions of letter (e) and #9 (a-e) were read by Robin Fenwick, City Clerk.

AGENDA APPROVAL

Councilman Burnette asked that item #10 be moved up on the agenda due to the continuance request. Council agreed.

Motion to continue to February 16, 2016
was made by Councilman Burnette, and
Seconded by Councilman Ford. Motion
carried unanimously by roll call vote.

Motion to approve agenda as amended
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried unanimously by roll call
vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

5. Corey McCormack Proclamation

Mayor Green presented Corey McCormack with a proclamation and thanked her for her service to the community.

6. Finance Awards

Mayor Green presented Tracey Riehm, Finance Director, with the Finance awards recently received by the Finance Department.

PUBLIC HEARING

7. Second Reading - Ordinance No. 2015-41 – Annexing approximately 5 acres of property located at 1780 Taylor Road into the City of Port Orange; Case No. 15-10000001

Mayor Green read Ordinance No. 2015-41.

ORDINANCE NO. 2015-41

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ANNEXING APPROXIMATELY 5 ACRES OF PROPERTY LOCATED AT 1780 TAYLOR ROAD; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-41
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried 4-1 by roll call vote with
Mayor Green voting no.

8. Second Reading - Ordinance No. 2015-42 - Small-Scale Comprehensive Plan Amendment changing the Future Land Use (FLU) designation for 1780 Taylor Road from Volusia County Urban Low Intensity (ULI) to City of Port Orange Suburban Residential (2-4 units/acre); CASE NO. 15-20000001

Mayor Green read Ordinance No. 2015-42.

ORDINANCE NO. 2015-42

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FROM VOLUSIA COUNTY URBAN LOW INTENSITY (ULI) TO CITY OF PORT ORANGE SUBURBAN RESIDENTIAL (2-4 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-42
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried 4-1 by roll call vote with
Mayor Green voting no.

9. Second Reading - Ordinance No. 2015-43 – Rezoning and 1st Amendment to the Amended and Restated Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Crane Lakes Planned Unit Development (PUD); CASE NO. 15-40000002

Mayor Green read Ordinance No. 2015-43.

ORDINANCE NO. 2015-43

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/- 5 ACRES ADJOINING THE CRANE LAKES DEVELOPMENT FROM VOLUSIA COUNTY R-2 TO CITY OF PORT ORANGE PLANNED UNIT DEVELOPMENT (PUD) AND APPROVING THE FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA) AND CONCEPTUAL DEVELOPMENT PLAN (CDP) FOR THE CRANE LAKES PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2015-43
was made by Vice Mayor Bastian, and
Seconded by Councilman Burnette.
Motion carried 4-1 by roll call vote with
Mayor Green voting no.

10. First Reading - Ordinance No. 2016-1 - Rezoning, Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for Serenity Hills PUD; east side of Hensel Road, north of Hills Boulevard

Staff requested a continuance of this item so that the developer can present the modified plan to the Planning Commission on January 28, 2016. Council agreed.

11. Subdivision Variance for 988 Old Sugar Mill Road
Case No. 15-90000004

Tim Burman, Interim Community Development Director, explained the request.

Motion to approve subdivision variance
for 988 Old Sugar Mill Road, subject to

a perpetual access easement from Old Sugar Mill Road through Lot #1 and to access Lot #2 as provided during the minor subdivision request was made by Councilman Burnette, and Seconded by Vice Mayor Bastian.

Joseph Hibbs, homeowner, spoke regarding the Court Order and his plans for the property. He does not plan to divide or build on the adjacent property that he owns.

Motion carried unanimously by roll call vote.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

12. Parks & Recreation Advisory Board Report

Mark Bowling, Vice Chairman, provided an update of the December and January meetings. Councilman Burnette asked for a Joint Meeting with the Parks Board to discuss priorities.

CITIZEN PARTICIPATION (Agenda)

13. F.A.I.T.H. - Fighting Against Injustice Toward Harmony (Jessica Robillard)

Jake Johansson, City Manager, read a portion of the Local Rules relating to presentations.

Father Chris Hoffman addressed Council relating to the F.A.I.T.H. organization and homelessness in Volusia County.

Carrie Rosolino, citizen, asked for Council's support as a citizen of Port Orange. She spoke regarding Volusia Safe Harbor. Ms. Rosolino asked for a resolution of support from Council that does not include funding.

Mayor Green has received conflicting information relating to the funding.

Councilman Ford believes a stable source of income is needed for this to be successful. He asked them to re-consider the funding mechanism. He believes Volusia County should cover the costs since it's a county-wide issue. He doesn't believe in safe harboring ex-inmates. He believes it is alienating them further. He does support a sustainable housing solution. He is willing to join the cause with a different solution.

Councilman Burnette believes this plan could be a component to the solution of homelessness but it is not the solution. He agreed that a steady funding source is needed. He suggested using the savings from the jail to fund the initiative through the county.

Vice Mayor Bastian believes it would provide some relief but agreed with some of the comments from Councilmen Ford and Burnette. He'd like to see a solid funding source. He suggested a citizen referendum.

Councilman Stiltner doesn't believe he can support the resolution because it states Volusia Safe Harbor models the Pinellas County model and he doesn't think it does. He wants to see the County take the lead. He suggested a helping mechanism for families.

Joan Campanaro responded to the Council's remarks. The needs of families are being addressed. She agreed that long term funding needs to be more stable than cities can provide.

Mayor Green agreed with the referendum so the building can be built as needed.

Motion to pass a resolution in support of Safe Harbor as made by Councilman Burnette, and Seconded by Vice Mayor Bastian. Motion failed 2-3 with Councilmen Ford, Stiltner and Mayor Green voting no.

CITIZEN PARTICIPATION (Non-Agenda – 15 minutes)

Ted Nofall, citizen, addressed Council regarding the items tabled on October 20, 2016 relating to water master plans. Mr. Johansson believes the items are premature due to the workshop upcoming and more information needed by Council. Mr. Nofall asked why they are using Burton & Burton.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Councilman Stiltner provided data he has gathered regarding the City Attorney's request for a raise.

Vice Mayor Bastian asked that food trucks be coordinated in Riverwalk.

Councilman Burnette asked for an update regarding the Dunlawton Avenue traffic light signals. Mr. Johansson believes he provided feedback in a recent weekly update but will search and let Council know.

Councilman Ford asked that Staff look into the linear park plans.

I. CONSENT AGENDA

15. Approval of Minutes
 - a. January 5, 2016 - Regular City Council Meeting
16. Resolution No. 16-6 – Easement Vacations, Walmart (1590 Dunlawton Avenue) and Murphy Oil (1596 Dunlawton Avenue)
17. Resolution No. 16-7 - Adopting the 2016 Volusia Multi-Jurisdictional Program for Public Information
18. Riverwalk Park Phase 1A Change Order No. 3 to Construction Contract with AG Pifer for 25 day time extension
19. Change Order 1 to Standard Contract for Services with Taka Elevator Company, LLC
20. Write-off of Uncollectable Miscellaneous Accounts Receivable
21. Proposed License Agreement – Lot 23, Countryside PUD, Unit XII - B Subdivision; 3941 Oak Crest Circle
22. Proposed License Agreement – Lot 78, Twin Gates Mobile Estates Subdivision; 78 Stone Gate Lane
23. Major Special Event Request - Volusia Flagler Family YMCA 5K @ Aunt Catfish Restaurant at 4009 & 4108 Halifax Drive and 4085 Ridgewood Avenue.

Motion to approve Consent Agenda was made by Vice Mayor Bastian and Seconded by Councilman Burnette. Motion carried unanimously by roll call vote.

COMMENTS

24. City Attorney Comments

There was nothing further from the City Attorney.

25. City Manager Comments

Mr. Johansson asked Council to re-schedule the March workshop from March 22, 2016 to March 29, 2016 due to Spring Break.

Motion to re-schedule the March workshop from March 22, 2016 to March 29, 2016 due to Spring Break was made by Councilman Ford, and Seconded by Vice Mayor Bastian. Motion carried unanimously by roll call vote.

Mr. Johansson reported on the monies owed by the Strickland's (\$341.68) for their code violation.

COUNCIL COMMITTEE REPORTS

26. City Council Committee Reports

a. Library Board (Meeting held 1/7/16) – Vice Mayor Bastian reported on the meeting held. Everything is going well with the library.

b. Arthaus – Councilman Burnette reported on the results from last fiscal year. They finished in the black with participation in programs being up.

c. Chamber of Commerce – Councilman Burnette reported on the annual City Manager's breakfast coming up, as well as the Chamber After Hours scheduled for Thursday, January 21, 2016.

d. Roundtable – Mayor Green reported on the recent meeting and changes.

ADJOURNMENT: 7:56 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, CMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
JANUARY 26, 2016

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Allen Green at 6:30 p.m.

Pledge of Allegiance

Silent Invocation

Roll Call:	Present:	Councilman Bob Ford Councilman Donald Burnette Councilman Scott Stiltner Vice Mayor Drew Bastian Mayor Allen Green
	Also Present:	Jake Johansson, City Manager Margaret T. Roberts, City Attorney Robin Fenwick, City Clerk

DISCUSSION ITEMS

5. Florida League of Cities Government 501

Lynn Tipton, Director of Florida League of Cities University, introduced herself and discussed Florida League of Cities University. She presented information relating to municipal government types and charter contents.

Council thanked Ms. Tipton for the presentation.

6. Order of Business and Local Rules of Procedure

Mr. Johansson asked Council for their feedback and direction regarding the Local Rules of Procedure. The Citizen Participation Policy Resolution will also be updated to match the direction. A Motion for Reconsideration rule should be included to match the Council's past practice. Mr. Johansson asked Council to discuss the need for a uniformed officer at the Council meetings. He suggested not having a uniformed officer. He asked that Council consider changing the citizen participation process and add additional time. A prayer policy should also be considered.

Councilman Stiltner asked for a redlined version. He asked about the time limit for presentations at workshops. Mr. Johansson suggested getting Council's approval prior to the presentation. He asked for 20 minutes rather than 15 for presentations.

Vice Mayor Bastian discussed the citizen participation format. He is happy with the current process. He suggested 30 minutes for presentations.

Councilman Burnette likes having citizen participation in the beginning of the meeting. He suggested allowing citizens time early in the meeting as they may not be able to stay the length of the meeting. He asked why the City Manager would need to make changes to the agenda format. Robin Fenwick, City Clerk, explained that the intent was just item placement on a specific agenda to allow an item to be handled prior to other items as requested from time to time.

Councilman Ford asked that it be as open to public comments as possible. He supports keeping the public participation as currently handled. He asked that the public participation time be limited if there are a lot of people present to talk on an item.

Mayor Green agreed to allow the Police Chief to handle the uniformed officer item. He supported leaving citizen participation as is with dialog during each agenda item.

Mike Gardner, citizen, agreed with Council to leave citizen participation dialog during the item.

Phil Klema, citizen, asked Council to discuss the voting order.

Ted Nofall, citizen, supports full citizen participation and encouraged Council to keep the current format. He asked that all the rules be followed by Council as well.

Newton White, citizen, suggested voting by ballot.

7. Financial Report - December 2015

Tracey Riehm, Finance Director, provided information from the December financial report.

Mr. Nofall asked when the actuarial reports will be provided by the pension plans. Ms. Fenwick said the plan administrators have advised that they will be ready in February. Mr. Nofall asked when the audit will be complete. Ms. Riehm said they are on schedule to be completed in June. Mr. Nofall asked that Council direct the plan administrators to complete their actuarial reports and submit them in a more timely manner.

8. Utility Billing Guidance

Ms. Riehm asked for direction regarding utility billing. Specifically, should deposits be refunded to customers and if so, on what basis? Council supported returning deposits after three (3) years of timely payments but would like to know best practices with other cities in the area. Ms. Riehm said some cities return deposits after 2-5 years but some mirror our policy. She will bring back a resolution based on Council's direction.

Council does not want to require deposits for garbage.

Fran Brown, citizen, received a letter asking for a deposit after two (2) years of timely payments. She also has a property where she has paid a deposit as well as a tenant. She doesn't believe the City should hold two deposits.

Ms. Riehm asked Council for direction regarding availability fees. Council requested more information on types of properties that receive availability fees. Ms. Riehm reminded Council regarding the cost to the City to have the water available. She will bring back information on best practices and options for Council to consider.

Mr. Noftall asked if developers will be charged for availability of water because pipes are there. More information is needed before that can be answered.

Council supported charging an availability fee for sewer connections.

Ms. Riehm asked for direction regarding back-billing when impact fees, meter deposits, or consumption charges have not been billed due to Staff errors. Council wants to move forward and not back-bill the customers. They support billing for fraudulent connections. Mr. Noftall asked if refunds will be issued to those who were back-billed. Mr. Johansson said yes.

Ms. Riehm asked if Council wants to charge an availability fee for areas having access to reclaimed water. Council is not interested in an availability fee for these areas.

Council supported providing a credit back four (4) years if a customer was over-billed. Council supported 90 days to report a pool fill or leak for a credit request. Council supported providing latitude to the Customer Service Manager for waiving late fees once within a year after research of the account.

Mr. Noftall asked if leak issues will be addressed. He asked that Council re-address the number of rates Customer Service Representatives have to administer. Mr. Johansson is working on simplifying items within Finance.

9. Fluoride

Mr. Johansson asked for direction from Council as to fluoride additives.

Joanne Weatherwax, Dental Program Director for Health Department, spoke regarding their support for fluoride.

Dr. Johnny Johnson spoke in favor of fluoridation.

Jan Westberry, Dentist in New Smyrna Beach, spoke in favor of fluoridation.

Jason Larkin, Dentist, addressed Council supporting fluoride in the water. Mr. Noftall doesn't support a referendum and doesn't support fluoridation.

Sarah Jones, citizen, disputed the remarks from others.

Mr. White doesn't support fluoridation.

Council asked for the item to be placed on an agenda for a vote.

10. White Acres Utility Improvements

Andrew Neff, Public Utilities Director, discussed the status of the project. Grant monies are not all in place yet. Kenny Ho, Project Manager, discussed the history of the project and the area to be included. Costs of the project were discussed (costs to the City and the homeowners). Tim Burman, Community Development Planner, discussed the non-conforming issues within the project area. Ms. Riehm discussed financial options for the homeowners.

Mayor Green believes it is an increase to the citizens in the area. He supports using general fund monies to assist in the costs.

Councilman Burnette suggested funding half of the \$460,000 costs.

Councilman Ford believes the sewer and drainage funds should pay for the project rather than the general fund. He supported helping the citizens with the costs.

Council agreed to resident buy-in with the difference to be paid from the water and sewer. The residents will be responsible for everything on private property. They would like to properties to be cleaned up and legal as far as conforming with the City's codes.

Staff will move forward with a neighborhood meeting.

Mr. Noftall asked when the master plan items will be brought back to Council for their consideration. Mr. Johansson said it is still being worked on with Staff and will be brought back as soon as it is ready.

Mr. White thanked Council for their support and clear direction of the project.

Vice Mayor Bastian will be absent from the February 2, 2016 Council meeting. He asked that the resolution relating to the homelessness issue be moved to the February 16, 2016 meeting agenda. Council agreed.

ADJOURNMENT: 10:18 p.m.

Mayor Allen Green

Attest:

Robin Fenwick, City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: Yes

SUBJECT: Resolution No. 16-8 - Budget Appropriation

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution 16-8

SUMMARY: Several miscellaneous items have arisen requiring budget amendments:

- * During FY 15 the City received funds for the Youth Advisory Board and the Tree Mitigation Fund that need to be appropriated.
- * On Nov 10, 2015 City Council accepted a \$250,000 FIND Grant #VO-PO-15-107 for Riverwalk Phase 1B.
- * On Jan 5, 2016 Council approved the YMCA Phase III Renovation.
- * On Dec 8, 2015 the Council directed the City Manager to proceed with the defeasance of the 2009 Water/Sewer Bonds.
- * Insurance proceeds have been received which need to be appropriated in the Risk Fund (504).
- * Funds previously identified in the General Fund (001) recreation budget for miscellaneous maintenance and repair of the Golf Course Clubhouse are being transferred to the Golf Course Fund (450).
- * Staff has identified a need to correct the Project Budget on SLS003 Williamson Blvd. Regional Pumping Station.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-8	Reso. No. 16-8.pdf
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Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/25/2016
Approved - 01/25/2016
Approved - 01/26/2016
Final Approval - 01/28/2016

RESOLUTION NO. 16 - 8

A RESOLUTION OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA. APPROPRIATING
OPERATING FUNDS FOR YOUTH ADVISORY
BOARD AND TREE MITIGATION, FIND GRANT VO-
PO-15-107 FOR RIVERWALK, YMCA RENOVATION
PHASE III, DEFEASANCE OF THE 2009 WATER
SEWER BONDS, CORRECT THE BUDGET ON
PROJECT SLS003 WILLIAMSON BLVD. REGIONAL
PUMPING STATION, APPROPRIATE FUNDS FOR
CYPRESS HEAD GOLF COURSE CLUBHOUSE
BUILDING REPAIRS, AND BUDGET FOR
INSURANCE PROCEEDS RECEIVED; SETTING
FORTH REVENUES AND EXPENDITURES; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City received funds for the Youth Advisory Board and Tree Mitigation in FY15 that need to be appropriated; and

WHEREAS, the City Council accepted FIND Grant VO-PO-15-107 for Riverwalk Park in the amount of \$250,000; and

WHEREAS, the City Council has approved the Phase III Renovations of the YMCA which requires additional funds of \$56,000; and

WHEREAS, the City Council has approved the defeasance of the 2009 Water Sewer Bonds; and

WHEREAS, the City is correcting the budget related to Project SLS003 Williamson Blvd. Regional Pumping Station; and

WHEREAS, the City is transferring funds from the General Fund to the Golf Course Fund in the amount of \$10,000 for miscellaneous building repairs, as needed, on the Clubhouse; and

WHEREAS, the City has received insurance proceeds in the amount of \$32,646 in the first quarter of Fiscal Year 2016 and

WHEREAS, the City Council desires to appropriate the funds related to various operating and capital items, and to set forth, appropriate and change appropriations of certain revenues and expense.

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

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

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2015 through September 30, 2016.

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 ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

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

COMPOSITE EXHIBIT A**Resolution No. 16 - 8**

FY2016 **General Fund (#001)**
PREPARED: **January 20, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
<u>REVENUES:</u>	
Appropriated Equity	1,219
TOTAL REVENUES:	1,219
<u>EXPENDITURES:</u>	
Non-Departmental - Youth Advisory Board	201
Non-Departmental - Tree Mitigation	1,018
TOTAL EXPENDITURES:	1,219

***To budget for funds received in FY15 for the Youth Advisory Board, project AIO021, and Tree Mitigation, project ZCV002.**

COMPOSITE EXHIBIT A**Resolution No. 16 - 8**

FY 2016 **Tax Increment Town Center Fund 103**
PREPARED: **January 20, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

State FIND Grant #VO-PO-15-107 (Riverwalk Park North B Phase II)	250,000
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TOTAL REVENUES:	<u><u>250,000</u></u>
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EXPENDITURES:

Capital Outlay	250,000
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TOTAL EXPENDITURES:	<u><u>250,000</u></u>
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Reason: To budget \$250K for the Florida Inland Navigation District (FIND) project agreement VO-PO-15-107 which is for the Riverwalk Project. City project AIO004. Activity to include Shoreline Stabilization, Boardwalk (concrete), and Roadway and Parking for Launch.

COMPOSITE EXHIBIT A**Resolution No. 16 - 8**

FY 2016 **Recreation Facilities Fund 106**
PREPARED: **January 20, 2016**
FINANCE: **Jamie Miller**

BUDGET INCREASE(DECREASE)

REVENUES:

Appropriated Equity	56,000
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TOTAL REVENUES:	<u><u>56,000</u></u>
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EXPENDITURES:

Capital Outlay	56,000
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TOTAL EXPENDITURES:	<u><u>56,000</u></u>
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Reason: To budget an additional \$56,000 needed to complete the YMCA Renovation Phase III. City project QPC060.

COMPOSITE EXHIBIT A**Resolution No. 16 - 8**

FY2016 **W/S Debt Service Fund 402**
PREPARED: **January 20, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	208,588
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TOTAL REVENUES:	208,588
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EXPENDITURES:

Non-Departmental	208,588
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TOTAL EXPENDITURES:	208,588
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***To budget for the defeasance of the W/S Refunding Revenue Bonds, Series 2009. Final payment is on 10/01/2016**

COMPOSITE EXHIBIT A**Resolution No. 16 - 8**

FY2016 **W/S R&R Fund 403**
PREPARED: **January 20, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	225,000
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TOTAL REVENUES:	225,000
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EXPENDITURES:

Wastewater	225,000
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TOTAL EXPENDITURES:	225,000
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***To correct the budget in the 403 fund for project SLS003 Williamson Blvd. Regional Pumping Station.**

COMPOSITE EXHIBIT A**Resolution No. 16 - 8**

FY2016 **W/S Impact Fee Fund 405**
PREPARED: **January 20, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Appropriated Equity	(225,000)
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TOTAL REVENUES:	(225,000)
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EXPENDITURES:

Wastewater	(225,000)
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TOTAL EXPENDITURES:	(225,000)
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***To correct the budget in the 405 fund for project SLS003 Williamson Blvd. Regional Pumping Station.**

COMPOSITE EXHIBIT A**Resolution No. 16 - 8**

FY2016 **Golf Course Operating Fund 450**
PREPARED: **January 20, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Transfer from General Fund 001	10,000
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TOTAL REVENUES:

10,000**EXPENDITURES:**

Administration	10,000
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TOTAL EXPENDITURES:

10,000

***To budget for funds being transferred from General Fund to the 450 Golf Course Fund for miscellaneous building repairs, as needed, on the Clubhouse.**

COMPOSITE EXHIBIT A**Resolution No. 16 - 8**

FY2016 **Risk Management Fund 504**
PREPARED: **January 20, 2016**
FINANCE: **Jamie Miller**

	BUDGET INCREASE(DECREASE)
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REVENUES:

Insurance Proceeds	32,646
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TOTAL REVENUES:	32,646
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EXPENDITURES:

Non-Departmental	32,646
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TOTAL EXPENDITURES:	32,646
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***To budget for insurance proceeds received in first quarter of FY16.**



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: Yes

SUBJECT: Resolution No. 16-10 - Authorizing an Escrow Agreement with Bank of New York Mellon

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-10 and authorize the Mayor, City Manager and City Clerk to act on behalf of the City to execute the attached escrow agreement with Bank of New York Mellon.

SUMMARY: On December 8, 2015 City Council directed staff to proceed with defeasing the 2009 Water Sewer Bonds, which are currently expected to be paid off on October 1, 2016. Defeasance allows staff to avoid the time otherwise needed for a scheduled rating review by Fitch. The attached agreement with Bank of New York Mellon establishes an escrow account into which the remaining interest and principle payments will be deposited. Budget Resolution 16-8 contains the budget authority needed to make the payment.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-10	Reso. No. 16-10.pdf
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Riehm, Tracey
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/16/2016
Approved - 01/26/2016
Approved - 01/28/2016
Final Approval - 01/28/2016

RESOLUTION NO. 16-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT RELATING TO THE DEFEASANCE OF THE CITY'S WATER AND SEWER REFUNDING REVENUE BONDS, SERIES 2009; AUTHORIZING THE OFFICERS OF THE CITY TO TAKE ALL REQUIRED ACTIONS NECESSARY TO EFFECTUATE SUCH DEFEASANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has previously issued its Water and Sewer Refunding Revenue Bonds, Series 2009 the ("Defeased Bonds") which are currently outstanding in the amount of \$205,000 and mature on October 1, 2016; and

WHEREAS, the City has the funds budgeted to pay the principal and interest on the Defeased Bonds and desires to set such funds aside in irrevocable escrow for the payment of such bonds and thereby to defease such bonds and to avoid certain costs relating to maintaining the rating on the Defeased Bonds;; and

WHEREAS, in order to accomplish the defeasance of the Defeased Bonds it is necessary that the City (the "City") and The Bank of New York Mellon Trust Company, N.A. as escrow agent enter into an Escrow Deposit Agreement in substantially the form attached hereto.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, FLORIDA, AS FOLLOWS:

Section 1. Escrow Deposit Agreement. The form and content of the Escrow Deposit Agreement (the "Escrow Agreement") pursuant to which certain moneys will be deposited and held to defease the Defeased Bonds in substantially the form attached hereto as **Exhibit "A"** is hereby approved. The Mayor, City Manager and City Clerk or any other appropriate officers of the City are hereby authorized to execute on behalf of the City the Escrow Deposit Agreement in substantially the form attached hereto, with such additions, deletions, and other changes as such officers may approve (such approval to be conclusively evidenced by their execution of the Escrow Agreement).

Section 2. Other Actions. The Mayor, City Manager and City Clerk, and any other officer or staff of the City are hereby authorized and directed to take all actions necessary or desirable in connection with the defeasance of the Defeased Bonds.

Section 3. Inconsistent Resolutions and Motions. All prior resolutions of the City inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this _____ day of February, 2016

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

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

EXHIBIT “A”

**CITY OF PORT ORANGE, FLORIDA
and
THE BANK OF NEW YORK TRUST MELLON COMPANY, N.A.
as Escrow Agent**

ESCROW DEPOSIT AGREEMENT

**Relating to
The Defeasance of
City of Port Orange, Florida
Water and Sewer Refunding Revenue Bonds, Series 2009
(October 1, 2016 Maturity)**

Dated as of February __, 2016

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (the "Agreement") made and entered into as of February __, 2016, by and between the City of Port Orange, Florida (the "City") and The Bank of New York Mellon Trust Company, N.A., a national banking association, as Escrow Agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, the City has issued its \$9,655,000 Water and Sewer Refunding Revenue Bonds, Series 2009 (the "Series 2009 Bonds"), pursuant to the provisions of Resolution No. 09-49, adopted July 28, 2009 (the "Resolution"), of which the principal amount of \$205,000, maturing October 1, 2016, remains outstanding (the "Defeased Bonds"); and

WHEREAS, the City desires to deposit available moneys of the City in such amount as will be sufficient (without investment) to pay when due the principal of and interest on the Defeased Bonds as more specifically set forth in this Agreement; and

WHEREAS, in order to provide for the proper and timely application of the moneys deposited hereunder to the payment of the Defeased Bonds, it is necessary for the City to enter into this Agreement with the Escrow Agent;

NOW, THEREFORE, the City, in consideration of the foregoing and the mutual covenants set forth in this Agreement and in order to secure the payment of the principal of and interest on all of the Defeased Bonds according to their tenor and effect, does hereby agree as follows:

ARTICLE I

CREATION AND CONVEYANCE OF ESCROW FUNDS

Section 1.01. Creation and Conveyance of Escrow Funds. The City grants, warrants, remises, releases, conveys, assigns, transfers, aliens, pledges, sets over and confirms unto the Escrow Agent and to its successors in the trust created pursuant to this Agreement, and to it and its assigns forever, all and singular the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to \$212,175.00 in moneys deposited directly with the Escrow Agent (the "Deposited Monies").

DIVISION II

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the City, or by anyone on behalf of the City to the Escrow Agent for the benefit of the Defeased Bonds.

DIVISION IV

All property which is by the express provisions of this Agreement required to be subject to the pledge of this Agreement and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, by the City, or by anyone in its behalf, be subject to the pledge of this Agreement.

TO HAVE AND TO HOLD, all and singular, the Escrow Funds (as such term is hereinafter defined), including all additional property which by the terms of this Agreement has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever, in trust, however, for the sole benefit and security of the holders from time to time of the Defeased Bonds, but if the principal of and interest on all of the Defeased Bonds shall be fully and promptly paid when due, upon the maturity or earlier redemption of the Defeased Bonds, in accordance with their terms and the terms of this Agreement, then this Agreement shall be and become void and of no further force and effect except as otherwise provided in this Agreement; otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended. Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Resolution.

“Escrow Funds” shall mean the property, rights and interests described or referred to under Divisions I, II and III in Article I above.

“Paying Agent” shall mean The Bank of New York Mellon Trust Company, N.A., as Paying Agent for the Defeased Bonds.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE III

ESTABLISHMENT OF ESCROW DEPOSIT FUND; FLOW OF FUNDS

Section 3.01. Creation of Escrow Deposit Fund and Deposit of Moneys. There is created and established with the Escrow Agent a special and irrevocable trust fund designated "City of Port Orange, Florida Water and Sewer Refunding Revenue Bonds, Series 2009 Escrow Deposit Fund" (the "Escrow Deposit Fund"), to be held by the Escrow Agent for the sole benefit of the holders of the Defeased Bonds and accounted for separate and apart from the other funds of the City and, to the extent required by law, of the Escrow Agent.

Concurrently with the delivery of this Agreement, the City herewith causes to be deposited with the Escrow Agent and the Escrow Agent acknowledges receipt of immediately available moneys for deposit in the Escrow Deposit Fund in the amount of \$212,175, which is sufficient to pay the principal of and interest to become due on the Defeased Bonds, as more particularly described in Schedule B.

Section 3.02. Payment of Defeased Bonds. The Deposited Monies received by the Escrow Agent, held un-invested, will provide sufficient moneys to pay as the same are due all principal of and interest on the Defeased Bonds. Notwithstanding the foregoing, if the amounts deposited in the Escrow Deposit Fund are insufficient to make said payments of principal and interest, the City shall cause to be deposited into the Escrow Deposit Fund the amount of any deficiency immediately upon notice from the Escrow Agent.

Section 3.03. Irrevocable Trust Created. The deposit of moneys and Escrow Securities or other property hereunder in the Escrow Deposit Fund shall constitute an irrevocable deposit of said moneys and other property hereunder for the sole benefit of the holders of the Defeased Bonds, subject to the provisions of this Agreement. The holders of the Defeased Bonds, subject to the provisions of this Agreement, shall have an express lien on all moneys and principal of and earnings on the Escrow Securities and other property in the Escrow Deposit Fund. The moneys deposited in the Escrow Deposit Fund and other property hereunder shall be held in trust by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth, to the Paying Agents for the Defeased Bonds for the payment of the principal of and interest on the Defeased Bonds, as more specifically set forth in Schedule B.

Section 3.04. Transfers from Escrow Deposit Fund. The Escrow Agent shall, no later than the payment dates for the Defeased Bonds, as specified in Schedule B, transfer from the Escrow Deposit Fund to the Paying Agent for the Defeased Bonds amounts sufficient to pay the principal of and interest on the Defeased Bonds, as specified in Schedule B.

Section 3.05. Escrow Deposit Fund Constitutes Trust Fund. The Escrow Deposit Fund created and established pursuant to this Agreement shall be and constitutes a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the City and, to the extent required by law, of the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

Section 3.06. Transfer of Funds After All Payments Required by this Agreement are Made. After all of the transfers by the Escrow Agent to the Paying Agent for payment of the principal of and interest on the Defeased Bonds provided in Schedule B have been made, all remaining moneys and securities, together with any income and interest thereon, in the Escrow Deposit Fund shall be paid to the City; provided, however, that no such transfers shall be made until all of the principal of and interest on the Defeased Bonds have been paid.

ARTICLE IV

CONCERNING THE ESCROW AGENT

Section 4.01. Liability of Escrow Agent. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or wilful misconduct. The Escrow Agent shall not be liable for any loss resulting from any investments made pursuant to the terms of this Agreement. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of moneys to pay the Defeased Bonds. So long as the Escrow Agent applies the Deposited Monies to pay the Defeased Bonds as provided in this Agreement, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Defeased Bonds caused by such calculations. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no implied covenants or obligations should be read into this Agreement against the Escrow Agent. The Escrow Agent may act through its agents and attorneys appointed with due care, and shall not be responsible for any willful misconduct or negligence on the part of any such person so appointed. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds established and maintained under this Agreement; the Escrow Agent shall not be required to expend its own funds for the performance of its duties hereunder. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligation under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys or investments in the Escrow Deposit Fund for the payment of fees or expenses for the services rendered by the Escrow Agent under this Agreement.

Section 4.02. Permitted Acts. The Escrow Agent and its affiliates may become the owner of all or may deal in the Defeased Bonds as fully and with the same rights as if it were not the Escrow Agent.

Section 4.03. Payment to Escrow Agent. The City shall pay to the Escrow Agent a fee of \$500.00 for the services rendered by it hereunder and also its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts created pursuant to this Agreement, and the performance of its powers and duties hereunder, including, without limitation, all advances, counsel fees, costs and other expenses reasonably made or incurred by the Escrow Agent in connection with such services.

The City further agrees to indemnify and hold the Escrow Agent harmless, to the extent allowed by law, against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct. Indemnification provided under this Section 4.03 shall survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the City. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the City pursuant to any provision of this Agreement. The Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance and the City shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the City or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the City of its intention to retain counsel.

Section 4.04. Resignation or Removal of Escrow Agent. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than thirty (30) days' written notice to the City and by mailing notice thereof, specifying the date when such resignation will take effect, to the City and the Paying Agent for the Defeased Bonds, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the City and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent, to the City and signed by the holders of majority in aggregate principal amount of the Defeased Bonds then outstanding.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the City. The City shall mail notice of any such appointment made by it to the Paying Agent for the Defeased Bonds.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by the City pursuant to the foregoing provisions of this Section 4.04 within sixty (60) days after written notice of resignation of the Escrow Agent has been given to the City, the holder of any of the Defeased Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the City the prorated portion of prepaid fees not yet incurred or payable less any termination fees and expenses at the time of discharge.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or within which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party, or any corporation to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE V

MISCELLANEOUS

Section 5.01. Amendments to this Agreement. This Agreement is made for the benefit of the holders from time to time of the Defeased Bonds and shall not be repealed, revoked, altered or amended without the written consent of all such holders of the Defeased Bonds, the Escrow Agent and the City; provided, however, that the City and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement which shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement; or

(b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Defeased Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of a nationally recognized counsel in the field of law relating to municipal bonds with respect to compliance with this Section.

Section 5.02. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements contained in this Agreement and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 5.03. Agreement Binding. All the covenants, proposals and agreements in this Agreement contained by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

Section 5.04. Notices to Escrow Agent and City. Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Escrow Agent or the City, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if personally delivered and receipted for, or if sent by registered or certified United States mail, return receipt requested, addressed as follows:

- (a) City of Port Orange
1000 City Center Circle
Port Orange, Florida 32129-4144
Attention: City Manager
- (b) The Bank of New York Mellon Trust Company, N.A.
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Corporate Trust

Either party to this Agreement may, by notice sent to the other party to this Agreement, designate a different or additional address to which notices under this Agreement are to be sent.

Section 5.05. Termination. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions of this Agreement shall have been made.

Section 5.06. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 5.06. Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 5.07. Governing Law. The terms of this Agreement shall be governed by the laws of the State of Florida, without regard to conflict of law principles.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers and its official seal or corporate seal, as the case may be, to be hereunto affixed and attested as of the date first above written.

CITY OF PORT ORANGE, FLORIDA

(SEAL)

By: _____
M. H. Johansson, City Manager

ATTEST:

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

**THE BANK OF NEW YORK
MELLON TRUST COMPANY, N.A.,
as Escrow Agent**

(SEAL)

By: _____
Associate

SCHEDULE A

Defeased Bonds

The Defeased Bonds are the City of Port Orange, Florida, Water and Sewer Refunding Revenue Bonds, Series 2009 maturing on or October 1, 2016, as follows:

<u>CUSIP No.</u>	<u>Maturity Date</u> <u>October 1,</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>
735065ML5	October 1, 2016	205,000	3.5%

The Defeased Bonds will be paid at maturity.

SCHEDULE B

SCHEDULE OF PAYMENTS ON Defeased Bonds

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
April 1, 2016		\$3,587.50	\$ 3,587.50
October 1, 2016	\$205,000	3,587.50	\$208,587.50



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: Yes

SUBJECT: Ratify and confirm the decision of the City Manager for a time extension for CDM-Smith Inc.

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 4 - Enhance the infrastructure maintenance programs in order to extend the full life of capital investments

RECOMMENDED MOTION: Move to approve Change Order No. 1 to CDM-Smith for the Stormwater Modeling for the Nova/Halifax Canal for 58 days to be added to the contract duration; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY:

This agenda item concerns Change Order No. 1 for a time extension providing sufficient time to present the CDM report to City Council. The scope of work was to be completed by January 2, 2016. The delay of final deliverable is not the fault of the consultant. This report appears on the regular agenda later in this council meeting.

The Stormwater Modeling for the Nova/Halifax Canal study evaluates if the construction of the berm needed, the impact it will have to the surrounding drainage basins, and provides possible alternative options to mitigate/minimize the flooding at the Dunlawton Ave / Spruce Creek Rd drainage basin.

At the beginning of the contract, the City had difficulty coordinating a public neighborhood meeting for CDM-Smith. The purpose of that neighborhood meeting was to solicit input from the flood-impacted residents and to determine the historical flooding nature within the berm study area. Input from the residents was instrumental to verify actual field conditions as close as possible so as to simulate the stormwater model.

The remaining task to be completed is the final report presentation to the City Council and therefore additional time was required to meet the City schedule.

Staff is recommending a fifty eight (58) day to be added to the original contract; thus, the new final completion date will be February 29, 2016.

There is no cost increase to the contract for this change order. Staff recommends approval of Change Order No. 1.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Change Order No 1 to Task Authorization No 1	Change Order No 1 to Task Authorization No 1 - CDM Smith.pdf
----	--	--

Wiggins, Julia	Created/Initiated - 01/13/2016
Wiggins, Julia	Approved - 01/13/2016
Ho, Kenny	Approved - 01/13/2016
Wilson, Rick	Approved - 01/19/2016
Neff, Andrew	Approved - 01/19/2016
Riehm, Tracey	Approved - 01/25/2016
Roberts, Margaret	Approved - 01/26/2016
Johansson, M. Jake	Final Approval - 01/28/2016

CHANGE ORDER NO. 1
To Task Authorization No 1, dated August 28, 2015
Piggyback Agreement, dated August 18, 2015
CDM Smith, Inc., Contractor

Project: Task Authorization No 1 – Stormwater Modeling for Nova / Halifax Canal

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$39,800	Original Contract Times Substantial Completion: days Final Completion 120 days (January 2, 2016)
Net changes from previous Change Order No __: \$ 0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$39,800	Contract Completion Date prior to this Change Order: Final Completion: January 2, 2016
Net Increase (decrease) of this Change Order No 1 : \$ 0	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 58 days
Contract Price with all approved Change Orders: \$39,800	Contract Times with all approved Change Orders: Final Completion: February 29, 2016

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover the work to be performed under the Task Authorization No 1 entered into by and between parties on August 28, 2015, under the Piggyback Agreement dated August 18, 2015 between the City of Port Orange, Florida and CDM Smith, Inc.
- II. REQUIRED CHANGES: This change order is necessary to extend the final complete date to February 29, 2016. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: Change Order No 1 to Task Authorization No 1 is required to move the final completion date from January 2, 2016 to February 29, 2016 by adding an additional 58 days. See Attached staff memorandum.
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 1 under the Piggyback Agreement subject to a limit up to but not to exceed **Thirty-nine Thousand Eight Hundred dollars no cents (\$39,800.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
KENNY HO, ENGINEER
Department Project Manager

ACCEPTED BY:
CDM SMITH, INC.
Contractor

By: [Signature]
Kenny Ho, Public Utilities Engineer

By: [Signature] ERIC J. GATHE, Vice President
Timothy B. Wall, President

Date Signed: JAN 13, 2016

Date Signed: January 13, 2016

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: n/a
Printed Name
Title: _____

By: n/a
Printed Name: _____
Title: _____

Date Signed: _____

Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Andrew Neff
Andrew Neff, Public Utilities Director

Date Signed: 1/13/2016

City Manager

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

Date Signed: 1-16-16

If Council approval is required:

By: _____
Allen Green, Mayor

Affirmed:

Date Signed: _____

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

**Change Order No 1 to
Task Authorization No. 1
Exhibit "A"
Engineer Memorandum**

INTEROFFICE MEMORANDUM

TO: ANDREW NEFF, P.E., PUBLIC UTILITIES DIRECTOR
FROM: KENNY HO, P.E., UTILITIES ENGINEERING AND
CONSTRUCTION MANAGER
SUBJECT: CDM-SMITH – TASK AUTHORIZATION NO. 1 TIME EXTENSION
DATE: JANUARY 11, 2016
CC: JULIA WIGGINS

Andrew:

The scope of work to be performed and completed by January 2, 2016 under Task Authorization No. 1 for CDM-Smith was not completed per the original Contract. However, the delay of final deliverable is not the fault of the consultant.

At the beginning of the contract, the City had difficulty coordinating a public neighborhood meeting for CDM-Smith. The purpose of that neighborhood meeting was to solicit input from the flood-impacted residents and to determine the historical flooding nature within the berm study area. Input from the residents was instrumental to verify actual field conditions as close as possible so as to simulate the stormwater model.

I am recommending a 58-day extension to the original contract; thus, the new final completion date will be February 29, 2016.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: Yes

SUBJECT: Ratify and confirm the decision of the City Manager for a time extension for Quentin L. Hampton and Associates

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 3 - Finish reclaimed lakes in order to increase capacity for water filtration and disposal

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Quentin L. Hampton Associates, Inc. Master Contract for Engineering Services, dated March 17, 2015, Task Authorization No. 1; and to authorize the Mayor and City Clerk to execute all required contract documents.

SUMMARY: Quentin L. Hampton Associates, Inc. (QLHA) Master Contract for Engineering Service, Task Authorization No. 1, is a contract administration and engineer of record services for the Reclaimed Water Reservoir Outfall and Filtration System project. The purpose of the contract administration and engineer of record services is to provide project assistance during and after construction, review shop drawings, address construction conflict resolutions, prepare permit close-out and prepare final construction record drawing.

The Outfall and Filtration project contract is set to be completed by January 20, 2016 which is also the same date that the QLHA Task Authorization expires. Additional time is needed for project finalization and close-out activities.

Change Order No. 1 provides for a time extension of ninety (90) days to be added to the original consultant contract for final project close-out process including permit certification to FDEP, final invoice review and prepare final record drawings after the completion of construction.

There is no cost increase to the contract for this change order. A total of ninety (90) days is needed for total revised contract days of 390 days and the new final completion date of April 19, 2016. Staff recommends approval of Change Order No. 1.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Change Order 1-Time Only	Change Order 1 (Time Only).pdf
----	--------------------------	--------------------------------

Anderson, Liz	Created/Initiated - 01/15/2016
Wiggins, Julia	Approved - 01/15/2016
Ho, Kenny	Approved - 01/15/2016
Wilson, Rick	Approved - 01/19/2016
Neff, Andrew	Approved - 01/19/2016
Riehm, Tracey	Approved - 01/25/2016
Roberts, Margaret	Approved - 01/26/2016
Johansson, M. Jake	Final Approval - 01/28/2016

CHANGE ORDER NO. 1
 To Task Authorization No 1, dated March 26, 2015
 Master Contract for Engineering Services, dated March 17, 2015
 Quentin L Hampton Associates, Inc., Contractor

Project: Task Authorization No 1 – Reclaimed Water Reservoir Outfall and Filtration System

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$45,450	Original Contract Times Substantial Completion: days Final Completion 300 days (January 20, 2016)
Net changes from previous Change Order No __: \$ 0	Changes in contract time from previous Change Orders: 0 days
Contract Price prior to this Change Order: \$45,450	Contract Completion Date prior to this Change Order: Final Completion: January 20, 2016
Net Increase (decrease) of this Change Order No 1 : \$ 0	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) 90 days
Contract Price with all approved Change Orders: \$45,450	Contract Times with all approved Change Orders: Final Completion: April 19, 2016

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover the work to be performed under the Task Authorization No 1 entered into by and between parties on March 26, 2015, under the Master Contract for Engineering Services dated March 17, 2015 between the City of Port Orange, Florida and Quentin L Hampton Associates, Inc.
- II. **REQUIRED CHANGES:** To provide necessary extension of time to complete the scope of services outline under Task Authorization No 1, dated March 26, 2015. These services are related to the Reclaimed Water Reservoir Outfall and Filtration System
- III. **JUSTIFICATION:** Change Order No 1 to Task Authorization No 1 is required to move the final completion dated from January 20, 2016 to April 19, 2016 to allow for sufficient time to close out final documents. This is an increase of 90 days with no cost increase.
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of Task Authorization No 1 under the Master Contract for Engineering Services subject to a limit up to but not to exceed **Forty-five Thousand Four Hundred Fifty dollars cents (\$45,450.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
KENNY HO, PUBLIC UTILITIES ENGINEER
Department Project Manager

ACCEPTED BY:
QUENTIN L. HAMPTON ASSOCIATES, INC.
Contractor

By: [Signature]

By: [Signature]
Brad T. Blais, President

Date Signed: JAN 20, 2016

Date Signed: 1/19/16

RECOMMENDED BY:
n/a
City's Representative

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name
Title: _____

By: [Signature]
Printed Name: BRAD BLAIS
Title: PRES.

Date Signed: _____

Date Signed: 1/19/16

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: Andrew Neff
Andrew Neff, Public Utilities Director

Date Signed: 1/25/2016

City Manager

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

Date Signed: 1.25.16

If Council approval is required:

By: _____
Allen Green, Mayor

Affirmed:

Robin L. Fenwick, CMC, City Clerk

Date Signed: _____

Date Signed: _____



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: Yes

SUBJECT: City Attorney's Report FY-16 First Quarter

DEPARTMENT: City Attorney

GOAL: N/A

OBJECTIVE: N/A

RECOMMENDED MOTION: Move to accept the City Attorney's Report.

SUMMARY: During the first quarter of FY-16 we continue to see fewer bankruptcy and foreclosure cases. The lien satisfactions and releases are increasing, reflecting the change in market conditions, the tax deed sales and the lien amnesty program activity. Contract remained high for the start of the fiscal year and are anticipated to decrease some in the second quarter. All other volume remains consistent.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	CA Report 10/1/15 - 12/31/15	CA Report.pdf
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London, Tracy
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/19/2016
Approved - 01/28/2016
Final Approval - 01/28/2016



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129-4144
OFFICE OF THE CITY ATTORNEY
TELEPHONE 386-506-5525
FAX 386-506-5530
www.Port-Orange.org

MEMORANDUM

TO: Mayor Allen Green
Vice Mayor Drew Bastian
Council Member Donald Burnette
Council Member Bob Ford
Council Member Scott Stiltner
M. H. Johansson, City Manager

FROM: Margaret T. Roberts, City Attorney 

DATE: January 28, 2016

SUBJECT: City Attorney's Report
October 1, 2015 – December 31, 2015

A summary of case activity is attached. If you have any questions, please contact me.



Case Summary

Office of the City Attorney
City of Port Orange, Florida

October 1, 2015 – December 31, 2015

Bankruptcy	1	Prosecutions– Animal Enforcement Violations	4
Contracts	49	Prosecutions – Parking Violations	16
Foreclosures	2	Real Property – Development Review	2
Forfeitures	7	Real Property – Transactional	15
Prosecutions – City Ordinance Violations	7	Torts/Claims	7
Other Files	26		

Total New Files Opened 136



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: No

SUBJECT: Resolution No. 16-9 - Grant Acceptance St. Johns River Water Management District: White Acres Improvements

DEPARTMENT: City Manager

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Resolution No. 16-9 accepting the St. Johns River Water Management District Cost-Share grant for White Acres improvements.

SUMMARY: The City applied for a St. Johns River Water Management District (SJRWMD) Cost-Share Grant to assist with the planned improvements within the in the low and moderate income White Acres project area. The goal is to construct a wastewater collections system and fill ditches with pipe and minor swales for stormwater treatment.

The following is the District's funding allocation: \$191,594 in FY2015-2016 and \$447,051.70 in FY2016-2017.

The City commits to a \$761,654.30 match.

Project No.: UET022

Funding Account: 405-0400-535.63-97

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Reso. No. 16-9	Reso. No. 16-9.pdf
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Donahue, Kent
Johansson, M. Jake
Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/25/2016
Approved - 01/28/2016
Approved - 01/28/2016
Approved - 01/28/2016
Final Approval - 01/28/2016

RESOLUTION NO. 16-9

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A ST. JOHNS RIVER WATER MANAGEMENT DISTRICT COST-SHARE GRANT TO CONSTRUCT A WASTEWATER SYSTEM AND FILL DITCHES WITH PIPE AND MINOR SWALES FOR MINOR STORMWATER TREATMENT IN THE LOW AND MODERATE INCOME WHITE ACRES PROJECT AREA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; PROVIDING FOR MATCHING FUND CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City applied for a St. Johns River Water Management District (SJRWMD) Cost-Share Grant to construct a wastewater collections system and fill ditches with pipe and minor swales for minor stormwater treatment in the low and moderate income White Acres project area; and

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

Section 1. The City Council of Port Orange hereby accepts the St. Johns River Water Management District Cost-Share Grant in the amount of \$638,645.70 to construct a wastewater collections system and fill ditches with pipe and minor swales for minor stormwater treatment in the low and moderate income White Acres project area.

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

(RESO. NO. 16-9)

Section 3. The City is committed to a \$761,654.30 cash contribution or less but not to exceed \$761,654.30 of the total project costs.

Section 4. This Resolution shall become effective immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the _____ day of _____, 2016

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: No

SUBJECT: First Reading - Ordinance No. 2015-46 - Amending Section 2-241-
Permitted Investments

DEPARTMENT: Finance

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve Ordinance No. 2015-46.

SUMMARY: The attached Ordinance amends Section 2-241 of the City Code of Ordinances - Permitted Investments- in accordance with the Investment Policy approved by Council on December 1, 2015.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	Ord. No. 2015-46	Ord. No. 2015-46.pdf
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Riehm, Tracey
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 11/19/2015
Approved - 01/28/2016
Final Approval - 01/28/2016

ORDINANCE NO. 2015-46

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, AMENDING THE CITY OF
PORT ORANGE CODE OF ORDINANCES, CHAPTER 2,
ADMINISTRATION, SECTION 2-241, RELATING TO
PERMITTED INVESTMENTS; PROVIDING FOR REPEAL
OF CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strike-through (~~strike-through~~) type shall constitute deletions from.

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

SECTION 1. The City Council of the City of Port Orange hereby amends Chapter 2, Administration, Article VI, Section 2-241 of the Code of Ordinances, to read as follows:

Chapter 2 - ADMINISTRATION
Sec. 2-241. – Permitted investments.

The city council hereby adopts the list of permitted investments as follows:

- (a) The state board of administration's local government surplus funds trust fund ("SBA Pool"/ "Florida Prime");
- (b) United States Government Securities;
- (c) United States Government Agencies (full faith and credit of the United States Government);
- (d) Federal instrumentalities (United States Government sponsored agencies which are non-full faith and credit);
- (e) Non-negotiable interest bearing time certificates of deposit;
- (f) Repurchase agreements;
- (g) Commercial paper;
- (h) High grade corporate notes;
- (i) Bankers' acceptances;
- (j) State and/or local government taxable and/or tax-exempt debt;
- (k) Registered investment companies (money market mutual funds); and

- (l) Intergovernmental investment pool.
- (m) Supranationals where the U.S. is a shareholder and voting member
- (n) Agency Mortgage-Backed Securities
- (o) High grade Asset Backed Securities
- (p) Fixed Income Mutual Funds and Exchange Traded Funds

SECTION 2: CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: SEVERABILITY.

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

SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect immediately upon adoption.

MAYOR ALLEN GREEN

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: No

SUBJECT: Contract for Sale of Yorktowne Property, Lot 8 Port Orange Gateway Center Replat

DEPARTMENT: City Attorney

GOAL:

OBJECTIVE:

RECOMMENDED MOTION: Move to approve the sale of Lot 8, Port Orange Gateway Center Replat to the highest bidder in conformance with the bid solicitation and as reported on the Bid Tabulation.

SUMMARY: Pursuant to Resolution No. 08-1, City Council declared its Yorktowne property as surplus and authorized the sale. The property is located on Yorktowne Boulevard and adjoins Lowe's along the north side. The request for bids has been advertised and a reserve was established consistent with the value of the property.

The bid(s) for the sale of the property legally described as Lot 8, Port Orange Gateway Center Replat were received on January 28, 2016 at 2:00 pm. The bid tabulation sheet has been attached for your consideration.

Project Funding Account
No.: No.:

ATTACHMENTS:

1.	Contract for Sale and Purchase of Real Property	Contract for Sale and Purchase of Real Property.pdf
2.	Bid 16-08 Tabulation	Bid 16-08 Bid Tabulation.pdf

Fenwick, Robin
Roberts, Margaret
Johansson, M. Jake

Created/Initiated - 01/28/2016
Approved - 01/28/2016
Final Approval - 01/28/2016



SECTION 00100

CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY

THIS CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this ____ day of _____, 2016, between: CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Seller", and _____, mailing address _____.

hereinafter referred to as "Purchaser."

1. Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, if any, located in the City of Port Orange, County of Volusia, State of Florida:

Lot 8, Port Orange Gateway Center Replat according to the plat thereof recorded in Map Book 50 at Pages 24 through 27, Public records of Volusia County, Florida.

The subject real estate being hereinafter referred to as the "Property".

General Vicinity of Property: Located on Yorktowne Boulevard behind the Lowes, City of Port Orange, Volusia County, Florida.

Improvements Serving the Site: Stormwater discharge as described in the Subdivision.

Tangible Personal Property: NONE

Conveyance by the Seller and Purchase by the Purchaser of the above-described Property is in accordance with the terms of **Bid #16-08** as awarded to the above-named Purchaser by the Port Orange City Council. When not in conflict with the **Bid # 16-08** or terms contained herein, the Standards for Real Estate Transactions set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A,"** shall apply. In the event of a conflict between the terms of this Contract and the terms contained in **Exhibit "A,"** the Contract shall control.

2. Purchase Price and Method of Payment. **Purchaser will pay cash for the Property with no financing contingency.** The purchase price payable to Seller is as follows:

- (a) The Purchase Price for the Property is: _____ Dollars (\$_____); and
- (b) Upon acceptance by City Council, deposit of Ten Thousand and NO/100

Dollars (\$10,000.00), to be delivered no later than 4:00 p.m. February 5, 2016 with the balance to be paid at closing. Purchaser's good faith deposit shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," and to be delivered to Seller at the time of closing; and

- (c) The total Purchase Price, which includes the Purchaser's good faith deposit of Ten Thousand Dollars and NO/100 (\$10,000.00), and less expenses and prorations as provided in Standard K and Standard L of the Title Standards set forth in **Exhibit "A"**, by verified funds payable to the order of Seller, to be delivered at the time of closing.

3. **Taxes and assessments.** Seller agrees to pay before delinquency all taxes, assessments, property owner association fees for ownership transfer and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

4. **Risk of loss.** Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

5. **Deed.** Seller agrees, that upon receipt of full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser marketable title to the Property by warranty deed to the Property.

6. **Closing Procedure and Costs.** Closing shall take place in Volusia County, Florida at a location agreed upon by the parties on or before One Hundred Twenty (120) days following the approval of this Contract for Sale and Purchase by the Port Orange City Council. The date of closing may be extended upon mutual written agreement of the parties. At the closing, Seller will provide Purchaser with the deed to the premises and other documents in accordance with Bid # 16-08. Following closing, Purchaser will have the right to exclusive possession of the property, subject to terms more particularly set forth in Paragraph 11, hereafter. In addition to other expenses provided for in this Contract, Seller and Purchaser will pay the costs indicated below.

- (a) **Seller costs.** Seller will pay recording fees for documents needed to cure title, if any.
- (b) **Purchaser costs.** Purchaser shall pay closing costs including, document preparations costs and Florida documentary tax stamps. Costs of environmental audits, surveys, and other inspections shall be paid by the Purchaser.
- (c) **Title Evidence and Insurance.** Evidence of title will be an owner's title insurance commitment issued by First American Title Insurance Company with exceptions as provided in Exhibit "B", attached hereto. The exceptions stated in Exhibit "B" shall not constitute defects in title and shall not be subject to cure by the Seller. Purchasers will pay for the owner's title policy, search, examination, and related charges; and will pay all closing fees.

7. Fees. Purchaser has not utilized the services of a Florida Real Estate Broker for the sale and purchase of the Property. Seller shall not pay any broker's fee unless agreed upon prior to the acceptance of said contract. Any contracted broker's fee for services on behalf of the seller shall not apply until after February 5, 2016 related to the sale of the Property. Purchaser shall be responsible for appraisal report prepared at its request, and Purchaser shall be responsible for fees incurred for independent review of this proposal by attorneys and engineer/professionals, if any.

10. Environmental Audit. Up to Thirty (30) days before the date of closing, hereinafter referred to as the "Inspection Period", Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser, at its sole option, may elect to terminate this Contract prior to the expiration of the Inspection Period and neither party shall have any further obligations under this Contract. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct.

11. Intended Use of the Property. Both parties acknowledge that the intended use of the Property shall conform to the zoning of the Property pursuant to Ordinance No. 2015-40 and as otherwise stated by law.

12. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises.

15. Approval of Contract. This Contract is contingent on approval by the Port Orange City Council. If this Contract is not approved by the City Council, Seller shall not be responsible for any further cost, expense, damage, or liability and the parties shall both be discharged and released from any further responsibility under this Contract.

16. Effective Date. The Effective Date for this Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signatures of the Mayor and City Clerk to this Contract.

17. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

18. Paragraphs. Paragraphs 8, 9, 13, and 14 are not included as part of this contract.

This Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

SELLER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

Printed Name:

By: _____
Allen Green, Mayor

Printed Name:

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

Witnesses as to Both

Date: _____, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2016, by Allen Green as Mayor, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me this ____ day of _____, 2016, by Robin Fenwick as City Clerk, of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

WITNESSES:

First Witness Signature Above, Printed Name Below:

Second Witness Signature Above Printed Name Below:

PURCHASER:

By: _____
PRINTED NAME HERE

Date: _____, 2016

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was sworn to and acknowledged before me this _____ day of _____, 2016, by _____, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT A

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

- 1* PARTIES: _____ ("Seller"),
2* and _____ ("Buyer"),
3 hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")
4 pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):
- 5 I. DESCRIPTION:
6* (a) Legal description of the Real Property located in _____ County, Florida: _____
7* _____
8* (b) Street address, city, zip, of the Property: _____
9 (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless
10 specifically excluded below.
11* Other items included are: _____
12* _____
13* Items of Personal Property (and leased items, if any) excluded are: _____
14* _____
- 15* II. PURCHASE PRICE (U.S. currency): _____ \$ _____
16 PAYMENT:
17* (a) Deposit held in escrow by _____ ("Escrow Agent") in the amount of (checks subject to clearance) \$ _____
18* Escrow Agent's address: _____ Phone: _____
19* (b) Additional escrow deposit to be made to Escrow Agent within _____ days after Effective Date in the amount of \$ _____
20* (c) Financing in the amount of ("Loan Amount") see Paragraph IV below \$ _____
21* (d) Other \$ _____
22 (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject
23* to adjustments or prorations \$ _____
- 24 III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:
25 (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or
26* before _____, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-
27 wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.
28 (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the
29 final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for
30 acceptance of this offer or, if applicable, the final counteroffer.
- 31 IV. FINANCING:
32* ☒ (a) This is a cash transaction with no contingencies for financing;
33* ☐ (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase
34* the Property ("Loan Approval") within _____ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY
35* ONE): ☐ a fixed; ☐ an adjustable; or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to
36* exceed _____%, and for a term of _____ years. Buyer will make application within _____ days (if blank, then 5 days) after Effective Date.
37 BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval
38 Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall
39 not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and
40 lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,
41 real estate licensee(s), and Closing Agent.
42 SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by
43 delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall
44 notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.
45 DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval
46 by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan
47 Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided how-
48 ever, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender
49 fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be
50 returned to Buyer.
51* ☐ (c) Assumption of existing mortgage (see rider for terms); or
52* ☐ (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).
- 53* V. TITLE EVIDENCE: At least _____ days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as
54 exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:
55* (CHECK ONLY ONE): ☐ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or
56* ☐ (2) Buyer at Buyer's expense.
57* (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.
- 58* VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on _____ ("Closing"), unless
59 modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be
60 extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners'
61* insurance. If such conditions continue more than _____ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning, restrictions,
63 prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivi-
64 sion; outstanding oil, gas and mineral rights of record without right of entry; unplatd public utility easements of record (located contiguous to real property
65 lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines); taxes for year of Closing and subsequent years;
66 and assumed mortgages and purchase money mortgages, if any (if additional items, see addendum); provided, that there exists at Closing no violation of the
67* foregoing and none prevent use of the Property for _____ purpose(s).

68 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
69 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
70 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
71 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

72 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed pro-
73 visions of this Contract in conflict with them.

74* X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may
75* assign but not be released from liability under this Contract; or ☐ may not assign this Contract.

76 XI. DISCLOSURES:

77 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
78 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in installments,
79* as of Closing, shall be paid as follows: ☐ by Seller at closing ☐ by Buyer (if left blank, then Seller at Closing). If the amount of any
80 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the
81 last estimate or assessment for the improvement by the public body.

82 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-
83 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
84 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

85 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information
86 regarding mold, Buyer should contact an appropriate professional.

87 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 653.996, F.S.

88 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.

89 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

90 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-
91 TION/COMMUNITY DISCLOSURE.

92 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT
93 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNER-
94 SHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.
95 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

96 XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:

97* (a) \$_____ for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).

98* (b) \$_____ for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank, then 1.5% of the Purchase Price).

99* XIII. HOME WARRANTY: ☐ Seller ☐ Buyer ☐ N/A will pay for a home warranty plan issued by _____
100* at a cost not to exceed \$_____

101 XIV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:

102* ☐ CONDOMINIUM ☐ VA/FHA ☐ HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE

103* ☐ INSULATION ☐ "AS IS" ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) ☐ Other Comprehensive Rider Provisions ☐ Addenda

104* Special Clause(s): _____

105* _____

106* _____

107* _____

108 XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A
109 through Y on the reverse side or attached, which are incorporated as part of this Contract.

110 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

111 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

112 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transac-
113 tion. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

114 AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

115* _____

116 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____

117* _____

118 (BUYER) _____ (DATE) _____ (SELLER) _____ (DATE) _____

119* Buyers' address for purposes of notice _____ Sellers' address for purposes of notice _____

120* _____

121* _____ Phone _____ Phone _____

122 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with

123 this Contract:

124* Name: _____

125 Cooperating Brokers, if any _____ Listing Broker _____

STANDARDS FOR REAL ESTATE TRANSACTIONS

128

127 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
128 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
129 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
130 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defect-
131 ive, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
132 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
133 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
134 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
135 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
136 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
137 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

138 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
139 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
140 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
141 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
142 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
143 endorsements" and such other risks as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
144 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
145 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
146 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
147 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

148 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
149 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
150 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

151 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
152 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
153 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
154 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
155 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
156 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the
157 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
158 receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
159 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
160 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
161 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XII(a).

162 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
163 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

164 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
165 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
166 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
167 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
168 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

169 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
170 claims of lien or potential liens known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
171 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
173 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
174 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

175 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
176 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

177 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
178 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
179 next business day. Time is of the essence in this Contract.

180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
181 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

182 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
183 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
184 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
185 Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of
186 closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

187 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
188 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
189 or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and
190 security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax
191 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not
192 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
193 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
194 ments were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed
195 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemp-
196 tions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

197 **M. (RESERVED - purposely left blank)**

198 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property
199 do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,
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STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XI (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XI (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marbled or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or cracking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VI and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

EXHIBIT B

Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

Zoning and governmental regulations.

Restrictions, dedications, reservations, covenants, conditions, right-of-ways, setbacks, easements and other matters as shown on the plat of PORT ORANGE GATEWAY CENTER, as recorded in Map Book 47, pages 95 through 98, Public Records of Volusia County, Florida.

Restrictions, dedications, reservations, covenants, conditions, right-of-ways, setbacks, easements and other matters as shown on the plat of PORT ORANGE GATEWAY CENTER REPLAT, as recorded in Map Book 50, pages 24 through 27, Public Records of Volusia County, Florida, including but not limited to the following: 30 foot utility and sidewalk easement along the Northerly lot line; 20 foot tree conservation easement along the Northeasterly lot line; 20 foot utility and drainage easement along the Easterly lot line; 2 foot non-vehicular easement along the Northerly lot line, ending 15 feet from the Westerly lot line and ending 40 feet from the Easterly lot line; 30 foot ingress/egress easement in the Southeasterly corner of lot. All easements are subordinate to conservation easements as shown on plat.

Easement to Florida Power and Light Company filed in Official Records Book 2124, page 1698, Public Records of Volusia County, Florida.

Ordinance No. 1987-39 (Norpak Annexation), filed in Official Records Book 3063, page 886, Public Records of Volusia County, Florida.

Oil, gas and mineral reservations contained in Quit Claim Deed from Frank A. Ford, recorded December 30, 1976 in Book 1876, Page 1778 and Mineral Quit-Claim Deed and Assignment (with reservation of royalty to Grantors) recorded September 12, 1984 in Book 2605, Page 1907.

Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD) between the City of Port Orange, Port Orange Gateway Center, Inc., a Florida corporation, and Lowe's Home Centers, Inc., a North Carolina corporation, filed in Official Records Book 4397, page 4153; First Amendment to the Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD) filed in Official Records Book 4675, page 1989; Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD), filed in Official Records Book Official Records Book 4886, page 3772; First Amendment to the Amended and Restated Master Development Agreement for the Port Orange Gateway Center Planned Commercial Development (PCD), filed in Official Records Book 4904, page 20; Second Amendment filed in Official Records Book 5281, page 2720; Third Amendment filed in Official Records Book 5389, page 4833; Fourth Amendment filed in Official Records Book 5860, page 1476; Fifth Amendment filed in Official Records Book 6582, page 1603, and Sixth Amendment filed in Official Records Book 6682, page 1329, all of the Public Records of Volusia County, Florida.

By-Laws of Port Orange Gateway Center Property Owners Association, Inc., filed in Official Records Book 4392, page 4170; By-Laws of Port Orange Gateway Stormwater Facilities Maintenance Association, Inc., filed in Official Records Book 4392, page 4188; Declaration of Easements, Covenants, Conditions and Restrictions filed in Official Records Book 4392, page 4197, all of the Public Records of Volusia County, Florida.

Articles of Incorporation of Port Orange Gateway Center Property Owners Association, Inc., filed in Official Records Book 4392, page 4165; Articles of Incorporation of Port Orange Gateway Stormwater Facilities Maintenance Association, Inc., filed in Official Records Book 4392, page 4182, all of the Public Records of Volusia County, Florida.

Port Orange Gateway Center Subdivision Declaration of Easements, Covenants, and Restrictions for the Operation and Maintenance of Surface Water and Stormwater Management Facilities Permitted by St. Johns River Water Management District by and between Port Orange Gateway Center, Inc., a Florida corporation, and Lowe's Home Centers, Inc., a North Carolina corporation, filed in Official Records Book 4392, page 4234, Public Records of Volusia County, Florida.

Assignment and Acceptance of Rights, Duties, Obligations and Liabilities in Regard to the Port Orange Gateway Center Subdivision as Replatted and Recorded in the Public Records of Volusia County, Florida recorded in Official Records Book 5114, page 4394, Public Records of Volusia County, Florida.

Notice of Lessor by Port Orange Gateway Center, Inc., filed in Official Records Book 4524, page 2347, Public Records of Volusia County, Florida.

Resolution No. 03-33 by the City of Port Orange, Vacating Ingress/Egress, Non-Vehicular, Conservation, Sidewalk, Drainage and Utility Easements Located on the Port Orange Gateway Center Recorded Plat, recorded in Official Records Book 5084, page 4177, Public Records of Volusia County, Florida.

Quit Claim Deed From the City of Port Orange to Port Orange Gateway Center, Inc., conveying Ingress/Egress, Non-Vehicular, Conservation, Sidewalk, Drainage and Utility Easements Located on the Port Orange Gateway Center Recorded Plat, recorded in Official Records Book 5084, page 4193, Public Records of Volusia County, Florida.



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

BID Opening Tabulation Total

Bid Opening, Thursday January 28, 2016 at 2:30 p.m.
Council Chambers
BID # 16-08: DISPOSAL OF SURPLUS REAL ESTATE

Bid Release Date: December 21, 2015

Non- Mandatory Pre-Bid Meeting Date & Time: January 5, 2016 at 10:00 a.m.

Last Day for Questions: January 12, 2016 by 5:00 p.m.

Bid Due Date & Time Envelope: January 28, 2016 at 2:30 p.m.

Bid packages shall be submitted using a one (1) envelope system. The envelope shall contain all required, technical, and price forms. The envelope will be opened and evaluated by the City's Purchasing Manager on the bid due date and time.

ADDENDA ISSUED: 1Bid Bond

Bidder's Submittal Checklist:

Envelope: (1) original, (2) copies and (1) CD or flash drive version of the bid tabbed, indexed, and placed in the following order:

Forms:

1. Bid Form: (Section 00050)
2. Bid Form Certification (Section 00060)
3. Executed Contract for sale and purchase of Real Property(Section 00100)

The following information is a record of the submitters as received at the time of opening. All proposals are subject to review by the City and award requires a formal contract and approval by City Council.

Opened & Tabulated By: Diana Fye, Purchasing Manager



16-08 Requirements 1 Original, 2 Copies, 1 CD or Flash		Sage Land Holdings LLC.			
1	Bid Bond	X			
2	Bid Form	X			
3	Bid Form Certification	X			
4	Contract for Sale and Purchase of Real Property	X			
5	Total Base Bid	\$1,300,000.00			



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 02/02/2016

Consent item: No

SUBJECT: CDM Smith, Inc. "Stormwater Modeling for the Nova/Halifax Canal" Final Report Presentation

DEPARTMENT: Public Utilities

GOAL: 1 - Infrastructure Preservation

OBJECTIVE: 2 - Develop infrastructure master plans including drainage, transportation and utilities to provide clear infrastructure needs

RECOMMENDED MOTION: Move to accept CMD Smith, Inc. "Stormwater Modeling for the Nova/Halifax Canal" Task Authorization No. 1 final report finding and provide City staff direction on how to proceed on the berm construction.

SUMMARY: CDM Smith, Inc. had completed the "Stormwater Modeling for the Nova/Halifax Canal" study per Task Authorization No. 1. The purpose of Task Authorization No. 1 is to analyze the benefits and risk factors associated with constructing the berm (or not) at the vicinity of Spruce Creek Road and Powers Avenue, and to provide alternative options to mitigate and/or to reduce the flooding stage at the drainage basin of Dunlawton Avenue and Ruth Street. dAt present time, there are two time sensitive items are connected to the berm matter.

The St. John's River Water Management District permit is set to expire on March 23, 2016 which encumbered the entire Dunlawton Drainage project including the construction of the berm.

FEMA Hazard Mitigation Grant set to expire May 31, 2016. This grant provides partial funding for the Dunlawton Drainage project including the berm if approved by City Council.

A City Council decision will need to be made as quickly as possible on whether or not to move forward with building the berm prior to the above permit and grant expiration dates.

Project	Funding Account
No.:	No.:

ATTACHMENTS:

1.	CDM Report	Port Orange Task 4 TM To City.pdf
2.	CDM Presentation	Port Orange City Council Presentation - CDM Smith (02-02-2016).pdf

Wiggins, Julia	Created/Initiated - 01/18/2016
Wiggins, Julia	Approved - 01/18/2016
Ho, Kenny	Approved - 01/18/2016
Wilson, Rick	Approved - 01/19/2016
Neff, Andrew	Approved - 01/19/2016
Adumuah, Branford	Approved - 01/20/2016
Johansson, M. Jake	Final Approval - 01/28/2016



Memorandum

To: City of Port Orange

From: CDM Smith

Date: January 14, 2016

Subject: City of Port Orange Stormwater Modeling for the Nova/Halifax Canal – Technical Memorandum (Task 4)

CDM Smith was contracted by the City of Port Orange to apply an updated model of the Nova/Halifax Canal system, originally developed as part of previous work for the East Volusia Regional Water Authority (EVRWA), to evaluate the Dunlawton Avenue/Spruce Creek Road area that experienced significant flooding in September 2014. Tasks in the scope of services include:

- Task 1 – Review Models, Design Plans, and Permit
- Task 2 – Berm Alternatives Evaluation
- Task 3 – Additional Alternative and Recommendation
- Task 4 – Technical Memorandum and Quality Management

This technical memorandum (TM), the deliverable for Task 4, documents the work done under Tasks 1 through 3.

In Task 1, CDM Smith worked with the City to assemble and review relevant data and information necessary to conduct the analyses performed under Tasks 2 and 3. CDM Smith and the City also met with City residents at a public meeting held on November 10, 2015, to solicit feedback from the local community regarding the frequency and severity of flooding.

In Task 2, CDM Smith refined the base US EPA Storm Water Management Model (SWMM) used by Quentin L. Hampton Associates (QLH) to better represent conditions in the Dunlawton Avenue/Spruce Creek Road area following implementation of the Dunlawton Avenue Drainage Improvements, which included stormwater conveyance improvements along Ruth Street, enhancement of a pond system south of the Dunlawton Avenue/ Spruce Creek Road intersection (including expansion of two existing ponds plus an additional new pond), a stormwater pumping station, and an operable tide gate in the Halifax Canal. A low level berm (ranging from 6 to 24 inches high) was also originally proposed to control surface water stages. This berm was deleted

from the constructed project. The potential implementation of the berm is a key question for this study.

The updated (City project) and refined (increased resolution and corrections) model was applied with and without the proposed berm to evaluate the potential impacts of the berm with respect to reducing flooding in the Dunlawton Avenue/ Spruce Creek Road area and potentially increasing water elevations and flooding outside the bermed area.

In Task 3, CDM Smith used the updated and refined SWMM developed in Task 2 to evaluate an alternative that the City may consider to further reduce or manage flooding in the Dunlawton Avenue/Spruce Creek Road area. This alternative considered additional conveyance capacity and storage to reduce or eliminate flooding and road overtopping for extreme storm events.

Task 1 Data Collection

Per the project scope, CDM Smith worked with stakeholders to obtain the following documents relevant to the ensuing Task 2 and Task 3 analyses:

- Rainfall data for the September 2014 flooding event from the City's nearby reclaimed water facility (9.0 inches from September 23-24).
- Photos and videos of street and property flooding taken by City personnel and emailed to the City by local residents in the project area associated with the September 2014 flooding event.
- City storm damage assessment databases from the May 2009 and September 2014 flooding events, and the 2012 FEMA Repetitive Loss Property Database.
- Survey and topographic CAD files prepared by QLH.
- Phase I (October 2010) and Phase II (May 2011) design plans for the *Dunlawton Avenue Drainage Improvements Project* prepared by QLH.
- As-built plans for the completed *Dunlawton Avenue Drainage Improvements Project* (June 2014) prepared by QLH.
- Applications, drainage reports, and supporting documentation for SJRWMD Environmental Resource Permits No. 40-129-29869-4 (Phase I, October 2010), and 40-129-29869-5 (Phase II, May 2011)
- Letter report entitled "*Review of Halifax Canal and proposed Canal Bank Berm along Spruce Creek Road north of Dunlawton Avenue*" prepared by Pegasus Engineering (March 2015).
- SWMM5 project model for *Dunlawton Avenue Drainage Improvements Project* prepared by QLH and based on the SWMM5 regional model developed by CDM Smith for the *Nova Canal Flood Control and Integrated Water Resources Program* (August 2010)

- Relevant portions of the City of Port Orange Land Development Code (Chapter 5, Section 4, and Chapter 10, Article II)

CDM Smith reviewed these data and used them as appropriate for the subsequent tasks.

Public Meeting

In order to gain feedback from the local community regarding the frequency and severity of flooding, CDM Smith attending a public meeting with residents and elected officials on November 10, 2015. CDM Smith presented an overview of the historical flooding issues in the project area and discussed the storage and flood control pumps recommended in the 2010 *Nova Canal Flood Control and Integrated Water Resources Program* report. The residents provided feedback on their experiences in the May 2009 and September 2014 storms, and provided CDM Smith with photographs, videos, and locations of specific flooding issues. CDM Smith used this local information to validate model results in Task 2.

The local news channel (WOFL – Fox 35) and newspaper (Daytona Beach News-Journal) videotaped this meeting and CDM Smith has requested this from the station (but has not received the videotape as of the date of this memorandum).

Task 2 Model Refinement

In the original EVRWA model that was modified by QLH to represent the drainage improvement project, the Halifax Canal is represented as a series of trapezoidal channels and culverts conveying flow, and surface water storage/flooding is represented by storage nodes along the canal. Within the area of most concern in this study (bounded by Herbert Street to the north, Lemon Street to the east and Oak Street to the south), the base model has two assigned storage nodes. The first storage node is located at the downstream side of Powers Avenue, receiving runoff inflow from one catchment east of the canal and another west of the canal. The second storage node is located upstream of the Oak Street crossing, and receives surface runoff inflow from a single catchment with area both east and west of the canal.

QLH Model Modifications for Project Conditions

The QLH model included the following modifications to the base EVRWA model developed by CDM Smith:

1. The hydrologic unit that contributes runoff to the storage node at Oak Street was split into two: one east of the canal (which discharges runoff flow to the enhanced pond system) and one west of the canal, still contributing runoff flow to the canal.
2. The enhanced pond system at the Dwayne Huffman Reclaimed Water Plant was modeled as a single storage node, accounting for the storage volume of all ponds in the system.

3. A weir representing the tide gate was added to the model, connecting the original storage node upstream of Oak Street with a new model node which becomes the new upstream end of the Oak Street culvert.
4. A pump was added, discharging flow from the enhanced pond system to the canal, at the new node upstream of Oak Street but downstream of the new tide gate. The pump discharge rate is 31 cfs, and is scheduled to turn on at a water elevation of 3.0 feet NGVD (1.8 feet NAVD) and turn off at a water elevation of 2.5 feet NGVD (1.3 feet NAVD).
5. An outlet structure from the enhanced pond system to the canal was added. This includes the outlet structure weir and orifice connected to an outfall pipe, which has a flap gate at the downstream end.

When the QLH model was run for the 25-year, 24-hour and 100-year, 24-hour design storms (rainfall depths of 9.5 and 13.0 inches, respectively), the model predicted reclaimed water plant pond system peak water elevations of 4.1 feet NGVD (2.9 feet NAVD) and 5.7 feet NGVD (4.5 feet NAVD), respectively.

CDM Model Refinements for Project Conditions

The QLH model was further refined to further represent project conditions and evaluate the potential impacts of the proposed berm. The refinements included the following:

1. Hydrologic units in the area of interest are modified, splitting two QLH hydrologic units east of the canal into a total of four:
 - i. North of Dunlawton Avenue, including tributary area to the Sugar Mill Apartments pond and potential canal bank overflow north of Powers Avenue.
 - ii. North of Dunlawton Avenue, including the triangular tributary area between Powers Avenue, Dunlawton Avenue, and the canal, and potential canal bank overflow between Powers Avenue and Dunlawton Avenue.
 - iii. South of Dunlawton Avenue, tributary to the new pond and existing pond which are connected by a large box culvert (hereafter referred to as "eastern pond").
 - iv. South of Dunlawton Avenue, tributary to the two existing ponds which were connected as part of the pond enhancements (hereafter referred to as "western pond").
2. Storage nodes are defined in each hydrologic unit to reflect natural surface storage plus new pond storage.
3. The Sugar Mill Apartments pond outfall structure (connected to canal with no flap gate) was added.

4. The pipe connection between the eastern and western ponds was added.
5. Overflow conduits were added to consider overland flow of Dunlawton Avenue (expected to flow from north to south), overflow of canal north of Dunlawton Avenue, and overflow at Oak Street (which may flow from south to north if downstream water elevation is higher than water elevation in the area of interest due to the pumping).
6. Inlets and associated pipes conveying flow from north to south side of Dunlawton Avenue were added.
7. The pipe under Oak Street at the existing ditch was added.

When the updated and refined project model was run for the 25-year, 24-hour and 100-year, 24-hour design storms (rainfall depths of 9.5 and 13.0 inches, respectively), the model predicted pond system peak water elevations of 6.5 feet NGVD (5.3 feet NAVD) and 6.9 feet NGVD (5.7 feet NAVD), respectively. These results are consistent with the water elevations observed in the September 2014 storm event (rainfall of 8.6 inches), which appeared to be in the range of 6.1 to 6.6 feet NGVD (4.9 to 5.4 feet NAVD) along Ruth Street.

Berm Evaluation with Refined Project Model

The refined model was run for the 10-year, 24-hour design storm (8.0 inches) as well as the 25-year and 100-year design storms. The “no-berm” scenario was represented by the base refined model, which included bank overflow conduits with elevations taken from the record drawings. The “with berm” scenario was evaluated by modifying the bank overflow conduits to reflect the proposed berm top elevation of 7.2 feet NGVD (6.0 feet NAVD).

Results of the analysis are summarized in **Table 1**. For each design storm, the table lists the peak water elevation in feet NGVD at locations in the area of concern as well as upstream and downstream. **Figure 1** shows the location of the SWMM nodes in the area of interest, and also shows the approximate location of low-lying areas, which are discussed later in this memorandum.

In general, the results indicate that the initially proposed berm would have minimal benefit in the area of interest. In all cases, the maximum benefit (peak water elevation reduction) resulting from berm implementation is 0.1 foot. ***The results also indicate the berm results in peak water elevation increases upstream of the berm, ranging from 0.1 foot increase for the 10-year and 25-year events, to 0.3 foot for the 100-year event.***

Because of the minimal peak water elevation reduction in the project area and increase in upstream peak water elevation caused by the berm, ***CDM Smith concludes that the berm itself does not provide sufficient benefit to justify implementation as configured.*** It is conceivable that berm implementation in conjunction with other improvements may provide some benefit without adversely affecting peak water elevations outside the protected area.

Table 1. Peak Water Elevations (feet NGVD) with and without Proposed Berm

SWMM Node	Location	Peak Water Elevation (feet NGVD)		
		10-Year Design Storm		
		No Berm	With Berm	Difference
	<u>Halifax Canal</u>			
138	Downstream side of Ryanwood Road	6.8	6.8	0.0
2301HAL	Upstream side of Powers Avenue	6.5	6.6	0.1
134	Downstream side of Powers Avenue	6.1	6.2	0.0
3000	Upstream side of Dunlawton Avenue	6.1	6.1	0.0
3001	Downstream side of Dunlawton Avenue	6.1	6.1	0.0
141	Upstream side of new inline weir structure	6.0	6.1	0.0
QLH-141	Downstream side of new inline weir /upstream side of Oak Street	6.0	6.0	0.0
2901HAL	Downstream side of Oak Street	6.0	6.0	0.0
BUSCHIN	At inlet channel to Buschman Pond	4.9	4.9	0.0
	<u>Area of Improvements</u>			
20134E	Sugar Mill Apartments pond and surrounding area	6.5	6.4	-0.1
20134S	Triangular area between canal, Powers Avenue, and Dunlawton Avenue	6.1	6.1	0.0
20142E	Eastern pond (pond SW1 plus new pond)	5.9	5.9	0.0
20142W	Western pond (pond SW2 + SW3)	6.1	6.1	0.0

Technical Memorandum (Task 4)

January 14, 2016

Page 7

SWMM Node	Location	Peak Water Elevation (feet NGVD)		
		25-Year Design Storm		
		No Berm	With Berm	Difference
	<u>Halifax Canal</u>			
138	Downstream side of Ryanwood Road	6.9	7.0	0.1
2301HAL	Upstream side of Powers Avenue	6.7	6.8	0.1
134	Downstream side of Powers Avenue	6.4	6.4	-0.1
3000	Upstream side of Dunlawton Avenue	6.4	6.4	0.0
3001	Downstream side of Dunlawton Avenue	6.4	6.4	0.0
141	Upstream side of new inline weir structure	6.3	6.3	0.0
QLH-141	Downstream side of new inline weir /upstream side of Oak Street	6.3	6.2	0.0
2901HAL	Downstream side of Oak Street	6.0	6.0	0.0
BUSCHIN	At inlet channel to Buschman Pond	5.2	5.2	0.0
	<u>Area of Improvements</u>			
20134E	Sugar Mill Apartments pond and surrounding area	6.6	6.5	-0.1
20134S	Triangular area between canal, Powers Avenue, and Dunlawton Avenue	6.5	6.5	0.0
20142E	Eastern pond (pond SW1 plus new pond)	6.3	6.2	0.0
20142W	Western pond (pond SW2 + SW3)	6.5	6.5	0.0

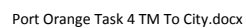
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		Peak Water Elevation (feet NGVD)		
		100-Year Design Storm		
		No Berm	With Berm	Difference
	<u>Halifax Canal</u>			
138	Downstream side of Ryanwood Road	7.3	7.5	0.2
2301HAL	Upstream side of Powers Avenue	7.0	7.3	0.3
134	Downstream side of Powers Avenue	6.9	6.8	-0.1
3000	Upstream side of Dunlawton Avenue	6.9	6.8	-0.1
3001	Downstream side of Dunlawton Avenue	6.9	6.8	-0.1
141	Upstream side of new inline weir structure	6.8	6.7	-0.1
QLH-141	Downstream side of new inline weir /upstream side of Oak Street	6.8	6.7	-0.1
2901HAL	Downstream side of Oak Street	6.7	6.7	-0.1
BUSCHIN	At inlet channel to Buschman Pond	5.7	5.7	0.0
	<u>Area of Improvements</u>			
20134E	Sugar Mill Apartments pond and surrounding area	7.0	6.9	-0.1
20134S	Triangular area between canal, Powers Avenue, and Dunlawton Avenue	6.9	6.9	0.0
20142E	Eastern pond (pond SW1 plus new pond)	6.7	6.7	-0.1
20142W	Western pond (pond SW2 + SW3)	6.9	6.9	0.0

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Characterization of Flooding under Current Conditions

The Dunlawton Avenue/Spruce Creek Road area has historically flooded. Previous studies (e.g., EVRWA, 2010) identified the potential for almost 800 acre-feet of surface water volume in the City for the 100-year storm event, including over 100 acre-feet of volume in the Dunlawton Avenue/Spruce Creek Road area. The EVRWA study also recommended a 300 cfs (200 MGD) flood control pump station from Buschman Park to the Halifax River, which provided substantial reduction in peak water elevation near Buschman Park and some benefit (0.1 – 0.2 foot peak water elevation reduction) in the Dunlawton Avenue/Spruce Creek Road area.

In contrast, the constructed project added approximately 3 acres of expanded and new storage lake surface (approximately 10 acre-feet of live storage between the normal water level and the top of bank elevation) and a smaller 31 cfs pump station to the Halifax Canal downstream of a tide gate rather than directly to the Halifax River.

Therefore, it is expected that additional storage and/or conveyance is needed to reduce or eliminate flooding and road overtopping in this area for extreme storm events. For the analysis of a flood control alternative, the goal was to keep the peak water elevation below the minimum roadway crown elevation for Dunlawton Avenue (5.8 feet NGVD/4.6 feet NAVD) and Ruth Street (5.5 feet NGVD/4.3 feet NAVD), considering that Dunlawton Avenue represents a flood evacuation route and Ruth Street is primary ingress and egress for residents.

In the formulation of this alternative, flood photographs from citizens from the November 10, 2015 public meeting coupled with modeling results from Task 2 were analyzed to characterize the degree of flooding and sources of flooding in the Dunlawton Avenue/Spruce Creek Road Area. Results for the 10-year, 25-year and 100-year, 24-hour design storm events are presented in **Table 2**. This table summarizes volumes of stormwater entering the study area from various sources, including:

- direct tributary area rainfall and runoff,
- backflow through the Sugar Mill Apartments pond outlet structure,
- canal bank overflow, and
- backflow across Oak Street from high downstream water levels.

All results are based on a 5 day (120 hour) simulation period, with the design storm rainfall on the first day and no rainfall on the following four days.

In the area north of Dunlawton Avenue, the major flow contributor depends upon the return period of the design storm. For the 10-year event, backflow through the Sugar Mill Apartments pond accounts for the majority of inflow, whereas canal bank overflow is the primary contributor for larger events, particularly for the 100-year event.

In the area south of Dunlawton Avenue, the major flow contributor also depends upon the return period of the design storm. For the 10-year and 25-year events, backflow across Oak Street is the primary source of inflow, whereas Dunlawton Avenue overflow is the primary contributor for larger events, particularly for the 100-year event.

As an indicator of flooding and flood reduction, the road crowns for known problem areas (e.g., Dunlawton Avenue, Ruth Street, Spruce Creek Road, Powers Avenue, et al) were evaluated versus peak flood stages to determine flood depth and reduction for additional alternative facilities to augment the existing project.

Table 2. Runoff/Flow Sources in the Study Area for Current Base Project Conditions

Runoff/Flow Source	Inflow (Million Gallons/Acre-Feet)		
	10-Year	25-Year	100-Year
<u>North of Dunlawton Avenue</u>			
Backflow through Sugar Mill Apartments pond outfall structure	10.8/33.1	16.1/49.4	19.7/60.5
Bank overflow north of Powers Avenue	4.8/14.7	17.0/52.2	74.0/227.1
Bank overflow between Powers and Dunlawton Avenue	-0.7/-2.1	-12.3/-37.7	-50.0/-153.4
Surface runoff	5.0/15.3	6.2/19.0	9.1/27.9
TOTAL (North of Dunlawton)	19.9/61.3	27.0/82.9	52.8/162.0
<u>South of Dunlawton Avenue</u>			
Dunlawton Avenue overflow (from north to south)	3.1/9.5	11.9/36.5	39.6/121.5
Oak Street backflow	29.6/90.8	33.9/104.0	23.7/72.7
Surface runoff	12.7/39.0	15.6/47.9	22.4/68.7
TOTAL (South of Dunlawton)	45.4/139.3	61.4/188.4	85.7/263.0
TOTAL (excludes flow transfer across Dunlawton)	62.2/190.9	76.5/234.8	98.9/303.5

Note: 1 MG = 3.07 acre-feet

In order to avoid Dunlawton Road overtopping, an alternative would have to effectively store or convey elsewhere (to storage and/or pumping) the cumulative volume of flow coming in from the

various sources (Sugar Mill Apartment pond outfall structure backflow, surface runoff, and canal bank overflow north of Powers Avenue). For the various design events, this would amount to 63 acre-feet for the 10-year event to 314 acre-feet for the 100-year event, which would have to be stored at an elevation below the crown of the Dunlawton Avenue roadway, which has a minimum elevation of 5.8 feet NGVD (4.6 feet NAVD) in the project area. Considering that the area north of Dunlawton Avenue is approximately 30 acres, the maximum storage that could be provided between the tailwater elevation of 3.0 feet NGVD (1.8 feet NAVD) and the minimum crown elevation of 5.8 feet NGVD (4.6 feet NAVD) is 84 ac-ft, and storage over this entire area would not be feasible.

Consequently, the alternative project will consider conveyance (e.g., pumping) out of the project area, and to the Halifax River (similar to the Buschman Pond pumping alternative considered in the EVRWA study by CDM Smith).

If the Dunlawton Avenue overtopping is eliminated, the sources of flow to the ponds in the vicinity of the Dwayne Huffman Reclaimed Water Plant would include backflow across Oak Street and surface runoff. The alternative project will consider modification of Oak Street (e.g., raising the roadway) to reduce the larger storm event backflow volume across Oak Street.

Characterization of Alternative Project

The alternative project model includes the following modifications to the refined model described earlier:

- A pump was added to convey flow from the Sugar Mill Apartments pond (storage node in catchment 20134E which accounts for storage in the Sugar Mill Apartments pond plus surrounding low-lying areas) to the Halifax River. The pump capacity was determined to be 125 cubic feet per second (cfs), which is equivalent to 80.8 million gallons per day (MGD). This pumping rate was required to maintain peak water elevation below the minimum crown elevation of Dunlawton Avenue during the 100-year design storm event. Flow rates from 50 to 125 cfs were tested. The water would be pumped via force main to the Halifax River. The pump would turn on when the water level reaches 4.9 feet NGVD (3.7 feet NAVD), which is equivalent to a low spot near the intersection of Powers Avenue and Dunlawton Avenue. The pump would turn off when the water level reaches 2.7 feet NGVD (1.5 feet NAVD) which is 1 foot below the normal pool orifice elevation for the Sugar Mill Apartments pond outlet structure.
- An inlet with associated 36-inch pipe (which was modeled) or equivalent open channel (route to be determined) would be added to convey water from the low spot near the intersection of Powers Avenue and Dunlawton Avenue (near location E 009 on Figure 1) to the pump station at the Sugar Mill pond.
- The Oak Street roadway would be raised up to 1 foot at its existing low point, resulting in a modified minimum roadway crown elevation of 6.5 feet NGVD (5.3 feet NAVD). The existing

horizontal elliptical pipe at that location would be supplemented by a second parallel pipe of the same size, so that normal gravity flow from the site during lower tailwater conditions would still occur. Some limited backflow will still occur for larger events but it does not cause any adverse impacts for the evaluated storms (5, 10, 25, 100 yr 24 hour or the May 2009 event). The second pipe was added to avoid potential stage increases in the canal at Oak Street and at upstream canal nodes for the 10-year design storm.

Model Results with Alternative Project Components

The model with the alternative project was run for the 10-year, 25-year and 100-year 24 hour design storms. Key considerations in the analysis included the reduction of road overtopping at Dunlawton Avenue, reduction of flooding and road overtopping along Ruth Street, and no adverse impacts (e.g., peak water elevation increases) outside of City rights-of-way (ROWs).

Flooding sources with the alternative project are summarized in **Table 3**. Comparison with Table 2 indicates that lowering the peak water elevation in the area north of Dunlawton Avenue through pumping actually draws more water into the area through the Sugar Mill Apartments pond outfall structure backflow, and overtopping of the Halifax Canal bank. As shown in the table, the pumping schedule and pump capacity are able to prevent Dunlawton Avenue overflow to the area south of the road.

Backflow volume through the culverts under Oak Street is increased for all events with the alternative project, though the peak backflow rate (in cubic feet per second) is lower under the alternative project for the larger events because there is no roadway overtopping backflow in the alternative project. Again, the lower peak water elevations in the water plant ponds south of Dunlawton Avenue will draw more water to the site, but the backflow is limited by raising the road and allowing backflow only through the existing pipe and proposed parallel pipe under Oak Street.

Results for all of the evaluated storms were compared to elevations (e.g., roadway crown elevations) at locations throughout the area of interest. These locations are shown in **Table 4** and Figure 1. The table lists the selected locations, description of the feature (e.g., road crown), associated SWMM node, and the elevation in feet NAVD and NGVD. The figure illustrates the approximate location of the tabulated elevations and shows the location of the SWMM nodes in the area of interest. It should be noted that all elevations are rounded to the nearest 0.1 feet; therefore, some Differences may not appear to be equal to the Alternative minus the Base Project.

Peak water elevation results for the alternative project are summarized in **Table 5**. For each design storm, the table lists the peak water elevation in feet NGVD at locations in the area of concern as well as upstream and downstream. In almost all cases, the results indicate that the alternative project will result in peak water elevations equal to or lower than current conditions, particularly in the project area. For all of these design storm events, the peak water elevation is generally kept at or below the minimum roadway crown elevation for Dunlawton Avenue (5.8 feet NGVD/4.6 feet NAVD) and Ruth Street (5.5 feet NGVD/4.3 feet NAVD).

The only observed increase in peak water elevation was at node 141 for the 10-year design storm. It should be noted that the 0.1 foot increase is based on rounding the model peak water elevation results to the nearest 0.1 foot. Comparing model results for the two scenarios (which are calculated to two decimal places in SWMM), the difference is 0.02 feet. It should also be noted that the 10-year design storm peak water elevation is less than the roadway crown elevation on Spruce Creek Road at that location (in other words, an increase in peak water elevation will not result in increased road overtopping).

Table 3. Runoff/Flow Sources in the Study Area with Base Project plus Alternative Components

Flooding Source	Inflow (Million Gallons/Acre-Feet)		
	10-Year	25-Year	100-Year
<u>North of Dunlawton Avenue</u>			
Backflow through Sugar Mill Apartments pond outfall structure	18.7/57.4	26.6/81.6	44.4/136.2
Bank overflow north of Powers Avenue	2.5/7.7	7.1/21.8	25.1/77.0
Bank overflow between Powers and Dunlawton Avenue	3.6/11.0	8.1/24.9	22.7/69.7
Surface runoff	5.0/15.3	6.2/19.0	9.1/27.9
TOTAL (North of Dunlawton)	29.8/91.4	48.0/147.3	101.3/310.9
<u>South of Dunlawton Avenue</u>			
Dunlawton Avenue overflow (from north to south)	0.0/0.0	0.0/0.0	0.0/0.0
Oak Street backflow	38.0/116.6	41.8/128.3	50.1/153.7
Surface runoff	12.7/39.0	15.6/47.9	22.4/68.7
TOTAL (South of Dunlawton)	50.7/155.6	57.4/176.1	72.5/222.5
TOTAL (excludes flow transfer across Dunlawton)	80.5/247.0	105.4/323.4	173.8/533.3

Note: 1 MG = 3.07 acre-feet

Table 4. Indicator Elevations in the Area of Interest

Location ID	Description	SWMM Node	Elevation (feet NGVD /NAVD)
E 001	Road crown elevation, Spruce Creek Road north of Powers Avenue crossing	2301HAL	7.2 / 6.0
E 002	Road crown elevation, Powers Avenue crossing of Halifax Canal	2301HAL	6.9 / 5.7
E 003	Road crown elevation, Spruce Creek Road between Powers Avenue and Samms Avenue	134	7.1 / 5.9
E 004	Road crown elevation, Spruce Creek Road north of Dunlawton Avenue crossing	3000	6.6 / 5.4
E 005	Road crown elevation, Dunlawton Avenue crossing of Canal	3000	7.5 / 6.3
E 006	Road crown elevation, Spruce Creek Road south of Dunlawton Avenue	3001	6.5 / 5.3
E 007	Upstream side of new inline weir structure	141	6.5 / 5.3
E 008	Road crown elevation, Oak Street crossing of Halifax Canal	QLH-141	6.3 / 5.1
E 009	Road crown elevation, Dunlawton Avenue at western branch of Powers Avenue	20134S	5.8 / 4.6
E 010	Road crown elevation, Dunlawton Avenue at eastern branch of Powers Avenue	20134E	6.1 / 4.9
E 011	Road crown elevation, Ruth Street near intersection with Dunlawton Avenue	20142E	5.5 / 4.3
E 012	Road crown elevation, Roselle Street near intersection with Dunlawton Avenue	20142W	5.8 / 4.6
E 013	Road crown elevation, Powers Avenue east of Ruth Street	20142E	6.1 / 4.9
E 014	Storm water inlet elevation east of 546 Ruth Street	20142E	5.5 / 4.3
E 015	Road crown elevation, Oak Street at culvert	2901HAL	5.5 / 4.3

Table 5. Peak Water Elevations (feet NGVD) with Base Project plus Alternative Components

SWMM Node	Location	Indicator Elevation (feet NGVD)	Peak Water Elevation (feet NGVD)		
			10-Year Design Storm		
			Base Project	Alternative	Difference
	<u>Halifax Canal</u>				
138	Downstream side of Ryanwood Road		6.8	6.7	-0.1
2301HAL	Upstream side of Powers Avenue	6.9	6.5	6.5	0.0
134	Downstream side of Powers Avenue	7.1	6.1	6.1	0.0
3000	Upstream side of Dunlawton Avenue	6.6	6.1	6.1	0.0
3001	Downstream side of Dunlawton Avenue	6.5	6.1	6.1	0.0
141	Upstream side of new inline weir structure	6.5	6.0	6.1	0.1
QLH-141	Downstream side of new inline weir /upstream side of Oak Street	6.3	6.0	6.0	0.0
2901HAL	Downstream side of Oak Street	5.5/6.5	6.0	6.0	0.0
BUSCHIN	At inlet channel to Buschman Pond		4.9	4.9	0.0
	<u>Area of Improvements</u>				
20134E	Sugar Mill Apartments pond and surrounding area	5.8	6.5	4.9	-1.6
20134S	Triangular area between canal, Powers Avenue, and Dunlawton Avenue	6.1	6.1	5.2	-0.9
20142E	Eastern pond (pond SW1 plus new pond)	5.5	5.9	4.8	-1.1
20142W	Western pond (pond SW2 + SW3)	5.8	6.1	4.8	-1.3

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SWMM Node	Location	Indicator Elevation (feet NGVD)	Peak Water Elevation (feet NGVD)		
			25-Year Design Storm		
			Base Project	Alternative	Difference
	<u>Halifax Canal</u>				
138	Downstream side of Ryanwood Road		6.9	6.9	0.0
2301HAL	Upstream side of Powers Avenue	6.9	6.7	6.6	-0.1
134	Downstream side of Powers Avenue	7.1	6.4	6.2	-0.1
3000	Upstream side of Dunlawton Avenue	6.6	6.4	6.2	-0.2
3001	Downstream side of Dunlawton Avenue	6.5	6.4	6.2	-0.2
141	Upstream side of new inline weir structure	6.5	6.3	6.2	-0.1
QLH-141	Downstream side of new inline weir /upstream side of Oak Street	6.3	6.3	6.1	-0.2
2901HAL	Downstream side of Oak Street	5.5/6.5	6.3	6.1	-0.2
BUSCHIN	At inlet channel to Buschman Pond		5.2	5.2	0.0
	<u>Area of Improvements</u>				
20134E	Sugar Mill Apartments pond and surrounding area	5.8	6.6	4.9	-1.7
20134S	Triangular area between canal, Powers Avenue, and Dunlawton Avenue	6.1	6.5	5.3	-1.2
20142E	Eastern pond (pond SW1 plus new pond)	5.5	6.3	5.1	-1.2
20142W	Western pond (pond SW2 + SW3)	5.8	6.5	5.1	-1.4

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SWMM Node	Location	Indicator Elevation (feet NGVD)	Peak Water Elevation (feet NGVD)		
			100-Year Design Storm		
			Base Project	Alternative	Difference
	<u>Halifax Canal</u>				
138	Downstream side of Ryanwood Road		7.3	7.2	-0.1
2301HAL	Upstream side of Powers Avenue	6.9	7.0	6.8	-0.2
134	Downstream side of Powers Avenue	7.1	6.9	6.4	-0.5
3000	Upstream side of Dunlawton Avenue	6.6	6.9	6.3	-0.6
3001	Downstream side of Dunlawton Avenue	6.5	6.9	6.3	-0.6
141	Upstream side of new inline weir structure	6.5	6.8	6.3	-0.5
QLH-141	Downstream side of new inline weir /upstream side of Oak Street	6.3	6.8	6.3	-0.5
2901HAL	Downstream side of Oak Street	5.5/6.5	6.8	6.3	-0.5
BUSCHIN	At inlet channel to Buschman Pond		5.7	5.7	0.0
	<u>Area of Improvements</u>				
20134E	Sugar Mill Apartments pond and surrounding area	5.8	7.0	4.9	-2.1
20134S	Triangular area between canal, Powers Avenue, and Dunlawton Avenue	6.1	6.9	5.5	-1.4
20142E	Eastern pond (pond SW1 plus new pond)	5.5	6.8	5.6	-1.2
20142W	Western pond (pond SW2 + SW3)	5.8	6.9	5.6	-1.3

Other potential measures that were considered as part of the alternative included the following:

- Storage along the Halifax Canal near the project area. There is a parcel of land west of the canal (approximately 8 acres) that could be used for additional storage.
- Re-routing the pumped discharge from the ponds south of Dunlawton Avenue to the Halifax River, rather than back to the canal.

Model results showed minimal benefit (0.1 foot or less peak water elevation reduction) as a result of implementing either of these measures, and therefore they were not included in the final alternative. However, it should be noted that addition of 10 acre-feet of storage at the parcel west of the canal would eliminate the calculated slight increase in peak water elevation at node 141 for the 10-year storm if necessary. It should also be noted that the EVRWA study had recommended a flow diversion and pumping project at a downstream location (Buschman pond). If implemented, that project would provide a slight decrease in peak water elevations within the study area.

Results for Other Storms

Based on the project scope, the refined model and alternative model were applied for the 5-year design storm and the May 2009 historical event. Simulation of the May 2009 event included historical rainfall and tidal boundary water elevations. In the Port Orange area, the May 2009 event included a total of 20.63 inches of rainfall over a seven-day period, with a maximum daily rainfall of 6.37 inches. The 5-year design storm has a rainfall of 6.5 inches over a 24-hour period. The results for these storms are presented in **Table 6**. Again, the results show peak water elevations less than or equal to current conditions, and significant reductions in the area of interest.

Summary for Flood Control Alternative

An alternative list of project components was evaluated to consider what measures would be required to reduce or manage flooding in the Dunlawton Avenue/Spruce Creek Road area. It appears impracticable to add the necessary storage (between 63 to 314 acre-feet) to reduce the flooding to below indicator road elevations for the 10 through 100 year storms due to the relatively built-out nature of the area, the large flood volume, and the limited vertical distance between the design tailwater elevation and the low roadway crown elevation on Dunlawton Avenue.

It appears that an effective alternative to reduce flooding is pumping excess stormwater to the Halifax River; thereby, reducing flooding of the roadway and flow over the roadway into the area south of Dunlawton Avenue. The other key components are a pipe or channel from the low spot at Dunlawton Avenue to the proposed pump station at the Sugar Mill Apartments and raising Oak Street to reduce potential backflow into the area between Dunlawton Avenue and Oak Street. With these measures, peak water elevations during extreme design storm events are reduced by 1 to 2 feet in the area that was inundated by the 10-year, 25-year, and 100-year design storms as well as the May 2009 and September 2014 storms.

cc: File

Table 6. Peak Water Elevations (feet NGVD) with Base Project plus Alternative Components

SWMM Node	Location	Indicator Elevation (feet NGVD)	Peak Water Elevation (feet NGVD)		
			5-Year Design Storm		
			Base Project	Alternative	Difference
	<u>Halifax Canal</u>				
138	Downstream side of Ryanwood Road		6.5	6.5	0.0
2301HAL	Upstream side of Powers Avenue	6.9	6.3	6.3	0.0
134	Downstream side of Powers Avenue	7.1	6.0	5.9	-0.1
3000	Upstream side of Dunlawton Avenue	6.6	6.0	5.9	-0.1
3001	Downstream side of Dunlawton Avenue	6.5	6.0	5.9	-0.1
141	Upstream side of new inline weir structure	6.5	5.9	5.9	0.0
QLH-141	Downstream side of new inline weir /upstream side of Oak Street	6.3	5.9	5.8	-0.1
2901HAL	Downstream side of Oak Street	5.5/6.5	5.9	5.8	-0.1
BUSCHIN	At inlet channel to Buschman Pond		4.6	4.6	0.0
	<u>Area of Improvements</u>				
20134E	Sugar Mill Apartments pond and surrounding area	5.8	6.1	4.9	-1.2
20134S	Triangular area between canal, Powers Avenue, and Dunlawton Avenue	6.1	5.3	5.1	-0.2
20142E	Eastern pond (pond SW1 plus new pond)	5.5	4.5	4.5	0.0
20142W	Western pond (pond SW2 + SW3)	5.8	4.9	4.5	-0.4

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SWMM Node	Location	Indicator Elevation (feet NGVD)	Peak Water Elevation (feet NGVD)		
			May 2009 Historical Event		
			Base Project	Alternative	Difference
	<u>Halifax Canal</u>				
138	Downstream side of Ryanwood Road		7.2	7.1	-0.1
2301HAL	Upstream side of Powers Avenue	6.9	7.0	6.7	-0.3
134	Downstream side of Powers Avenue	7.1	7.0	6.3	-0.7
3000	Upstream side of Dunlawton Avenue	6.6	6.9	6.3	-0.6
3001	Downstream side of Dunlawton Avenue	6.5	6.9	6.3	-0.6
141	Upstream side of new inline weir structure	6.5	6.9	6.3	-0.6
QLH-141	Downstream side of new inline weir /upstream side of Oak Street	6.3	6.8	6.3	-0.5
2901HAL	Downstream side of Oak Street	5.5/6.5	6.8	6.3	-0.5
BUSCHIN	At inlet channel to Buschman Pond		5.6	5.4	-0.2
	<u>Area of Improvements</u>				
20134E	Sugar Mill Apartments pond and surrounding area	5.8	7.0	4.9	-1.7
20134S	Triangular area between canal, Powers Avenue, and Dunlawton Avenue	6.1	7.0	5.5	-1.5
20142E	Eastern pond (pond SW1 plus new pond)	5.5	6.8	5.6	-1.2
20142W	Western pond (pond SW2 + SW3)	5.8	7.0	5.6	-1.4

City of Port Orange Stormwater Modeling for the Nova/Halifax Canal

**CDM
Smith®**

City Council
Presentation

February 2, 2016

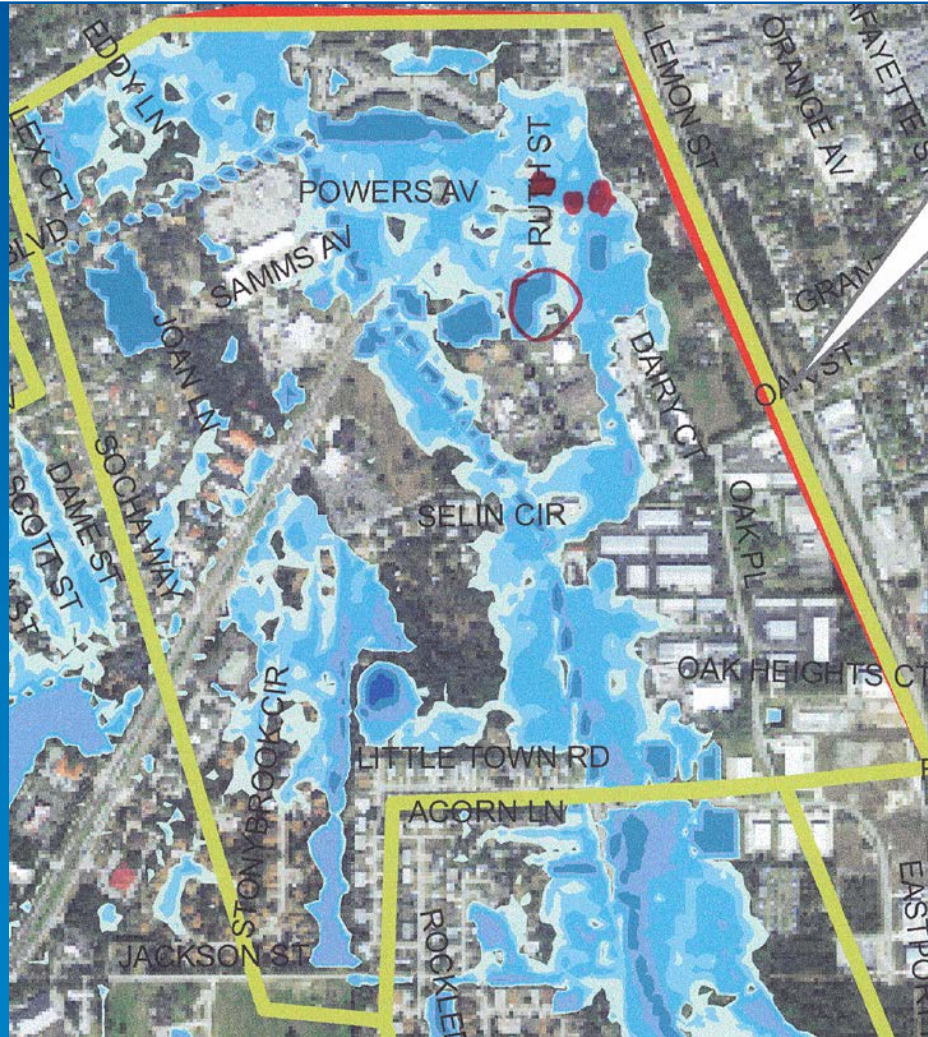


Background and Overview of Assignment

- Review stormwater model, design plans, permit
- Berm alternative evaluation
- Additional alternative and recommendation
- Technical memorandum
- Meetings and presentation



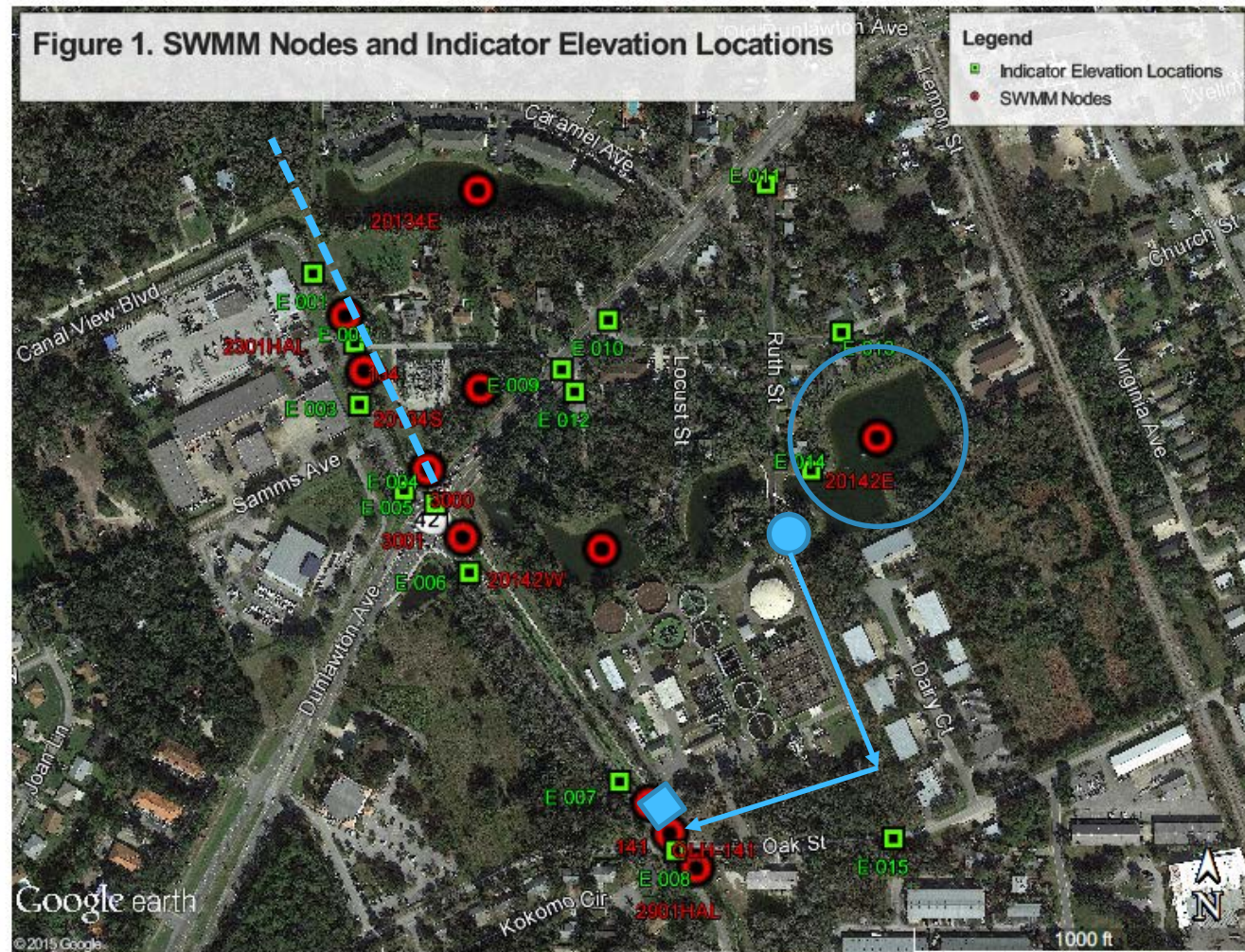
Historic Flood Areas from EVRWA Nova Road Canal Project



- Modeled 100-year storm flooding conditions between Ryanwood Road and Eastport Park Way

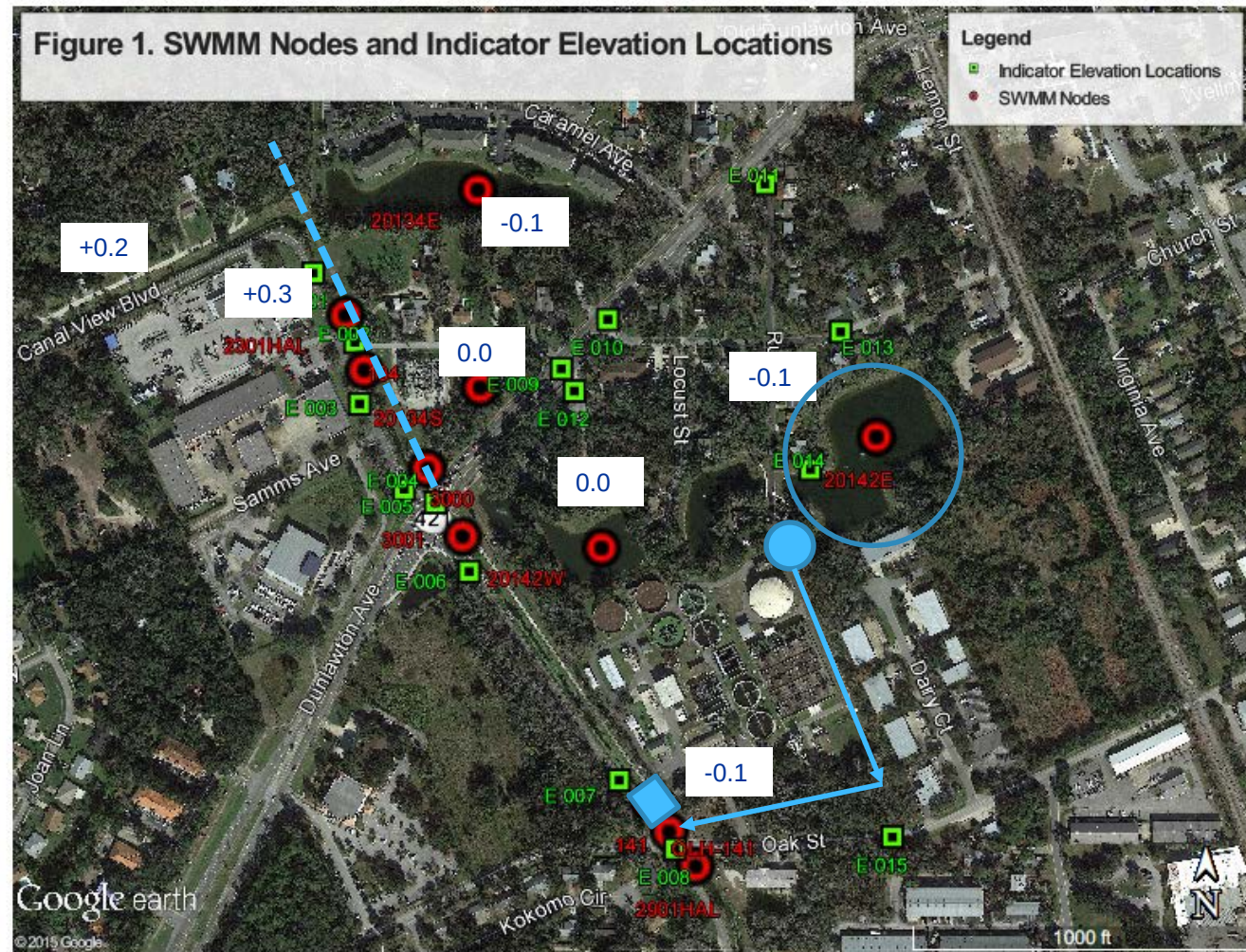
Stormwater Model and Implemented Project

- Detention lake of 2.8 acres
- Tide gate
- Pump station to canal (downstream of tide gate)
- Berm (permitted but not constructed)



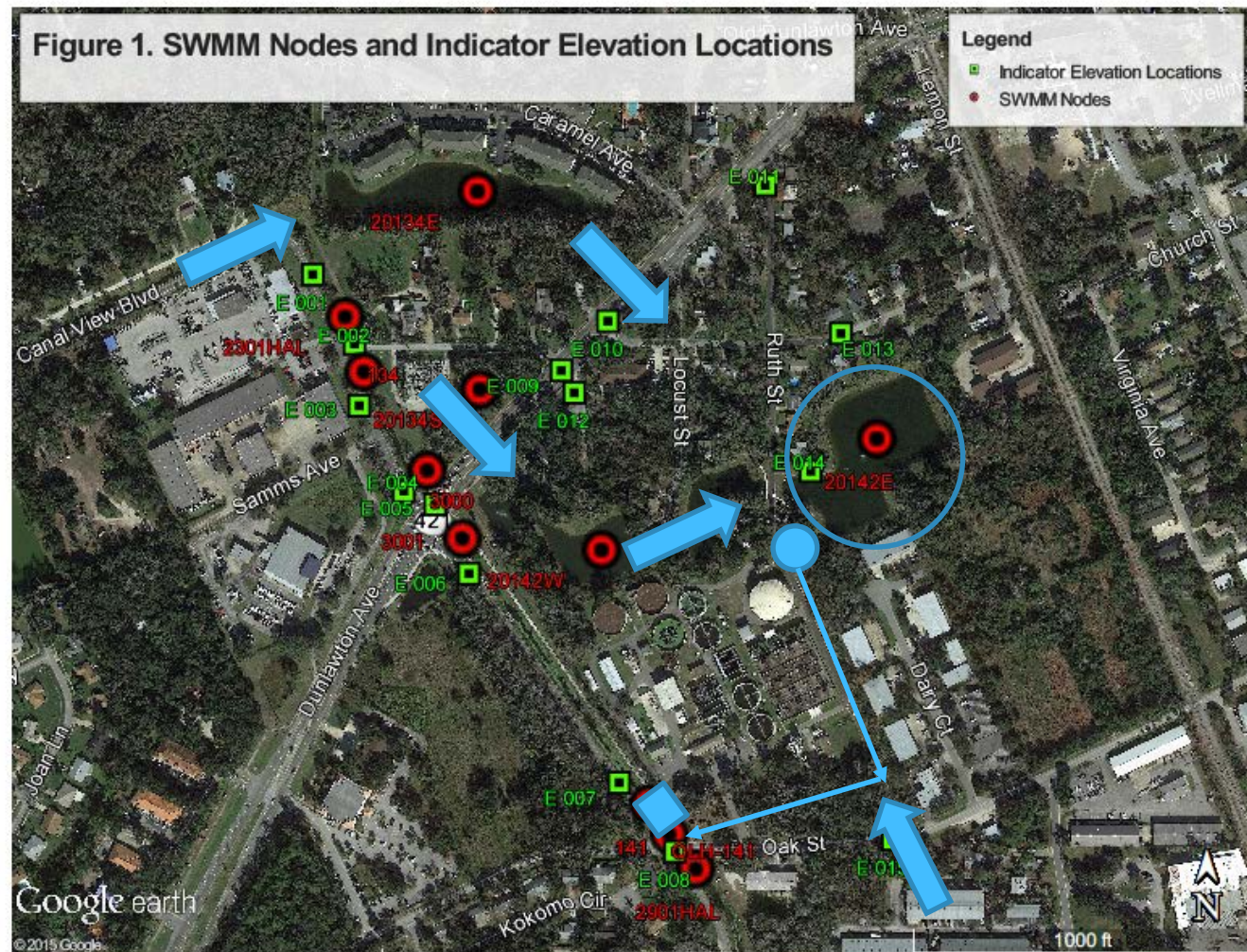
Berm Evaluation

- Modeled without and with berm
- Flood stage increases west of berm
- Limited peak stage reduction east and downstream
- Berm not recommended since it will increase flooding



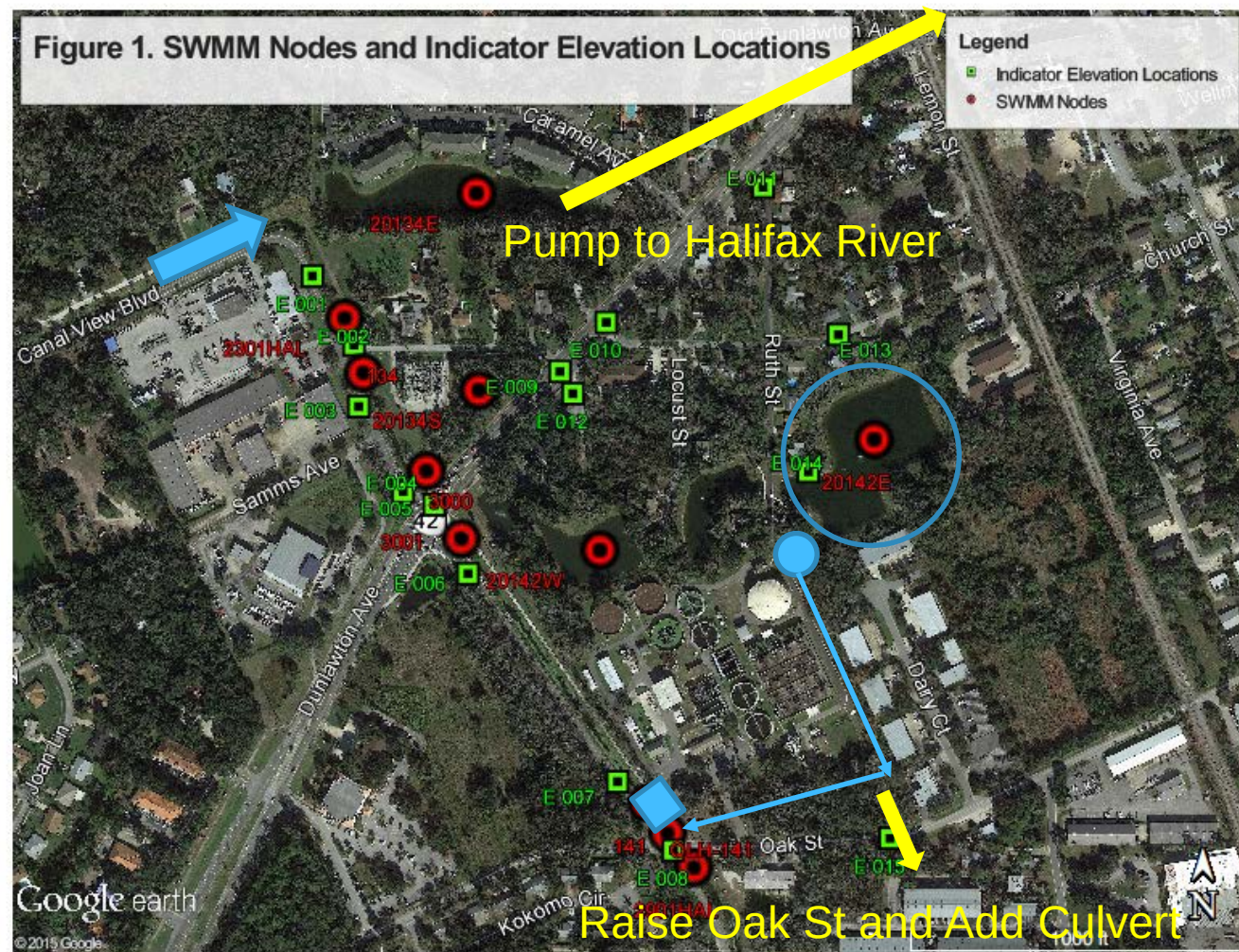
Alternative Evaluation – Current Flow Pattern

- Bank overflow into Sugar Mill Apartments area
- Flood overflow across Dunlawton to ponds
- Flow between ponds
- Backflow across Oak Street
- Pump to Halifax Canal



Alternative Features

- Control flooding and overland flow
- Pumping (125 cfs) from Sugar Mill Apts pond to Halifax River
- Pipe or channel from Dunlawton to the Sugar Mill Apts Pond
- Raise Oak Street to reduce backflow rate across Oak Street



Conclusions/Recommendations

- The proposed berm would increase flooding in locations west of the berm and has limited reduction east and d/s of the berm
- It appears impractical to provide enough storage to control flood elevations (over 300 Ac-Ft)
- An effective alternative to reduce flooding includes:
 - Pumping of excess stormwater to Halifax River
 - Local conveyance improvements to proposed pump
 - Raising Oak Street to reduce potential backflow for large storms
- The alternative features would reduce peak flood elevations by 1 to 2 feet during extreme storm events (below identified road crowns)