



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 17, 2022

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Pastor Stephen Johnson of New Life Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Report from KemperSports on the Cypress Head Golf

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. May 3, 2022 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Ratification of Purchase Order to Ring Power emergency generator rental for the Water Reclamation Facility
 - b. Approval of Task Authorization No 2 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Townhomes West Lift Station Rehabilitation project in the amount not to exceed \$98,100.
 - c. Approval of Authorization No 3 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance

Services for the Oceans Lift Station Rehabilitation project in the amount not to exceed \$70,540.00.

d. Approval of Task Authorization No 4 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Christiancy Lift Station Rehabilitation project in the amount not to exceed \$118,750.

e. Approval of Contracts for RFSQ #22-03 - Architectural Services with DJ Design Services, Inc., (OLC) Ohlson Lavoie Corporation, and Hall & Ogle Architects, Inc.

9. Resolution No. 22-14 - Approval of Mid-Year Budget Amendments for Fiscal Year 2021-2022

10. Approval of American Rescue Plan Act (ARPA) Agreement

D. PUBLIC PARTICIPATION (Agenda)

11. Progressive Medical Research and National Citizen Champion Award Winner Sheila Minor

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

F. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

14. Environmental Advisory Board Report

H. PUBLIC HEARING

15. First Reading - Ordinance No. 2022-11 - Small-Scale Comprehensive Plan Future Land Use Map Amendment/4085 and 4147 Ridgewood Avenue (Case No. 21-20000002)

16. First Reading - Ordinance No. 2022-12 - Rezoning and Restatement of the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Catfish Commons Planned Commercial Development (Case No. 21-65000002)

17. First Reading - Ordinance No. 2022-13 - Administrative Small-Scale Comprehensive Plan Future Land Use Map Amendment/5360 Dubois Ave. (Case No. 22-20000002)

18. First Reading - Ordinance No. 2022-14 - Administrative Rezoning/4020 and 4096 Ridgewood Avenue, 215 and 411 Church Street, and 5360 Dubois Avenue (Case No. 22-60000003)

I. ADDITIONAL ITEMS

19. City Attorney

20. City Manager

J. COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

a. Police Pension Plan - Council Member Drew Bastian

b. Fire Pension Board - Vice Mayor Scott Stiltner

c. First Step Shelter - Council Member Chase Tramont

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

e. Roundtable of Elected Officials - Mayor Don Burnette

K. ADJOURNMENT

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



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.



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

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

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

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

The Golf Club at Cypress Head													
For the Month Ending January 31, 2022													
	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21	11/30/21	12/31/21	01/31/22
REVENUES													
Green Fees & Cart Fees	139,637.86	133,308.83	165,639.35	143,131.74	138,027.00	87,672.28	96,409.14	77,229.74	91,818.24	111,022.18	118,203.96	130,620.88	146,646.41
Merchandise	9,386.28	6,908.60	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96	6,600.09	7,376.28	7,783.55	7,592.30	7,868.70	13,122.82
Other Pro Shop	2,261.00	4,743.00	1,680.00	1,446.00	1,130.00	2,677.00	3,599.00	906.00	1,464.91	1,918.00	1,700.00	660.00	2,257.00
Range	4,704.70	4,023.23	5,075.06	4,847.58	4,778.02	3,546.62	3,565.42	3,126.44	3,541.92	4,310.84	4,561.82	5,204.78	4,490.38
Other Operating Revenues	3,743.08	3,343.11	4,296.27	3,735.09	3,719.11	2,730.23	2,923.87	2,296.89	2,579.83	3,130.20	3,208.69	3,422.54	3,615.24
TOTAL REVENUE	159,732.92	152,326.77	188,332.79	165,102.08	156,513.08	104,997.84	113,849.37	90,161.16	106,781.18	128,064.77	135,266.77	147,706.90	170,131.85
COST OF SALES													
Merchandise	5,991.16	4,831.78	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.19	4,444.50	4,694.96	9,569.52
TOTAL COGS	5,991.16	4,831.78	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.19	4,444.50	4,694.96	9,569.52
COGS - Merchandise %	63.8%	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%	62.4%	60.7%	58.5%	60.1%	72.9%
PAYROLL													
Course and Grounds	31,230.95	31,632.30	32,463.30	30,970.73	30,760.37	29,524.13	30,532.23	32,618.04	32,426.99	33,590.91	33,501.70	35,373.15	38,953.74
Carts, Range, Starters, Etc.	7,161.82	7,006.60	8,699.20	7,652.25	8,319.07	7,802.20	8,791.38	6,508.97	7,127.41	9,162.02	8,623.62	8,936.55	8,533.03
Pro Shop	7,792.09	5,770.77	6,936.55	5,888.14	6,545.47	7,065.11	9,167.24	6,333.96	6,321.24	7,711.88	6,846.52	6,739.89	7,310.81
General and Administrative	12,740.89	12,713.14	13,263.61	12,695.50	13,165.87	11,925.20	13,897.70	13,295.23	11,687.50	13,460.46	13,177.65	13,102.54	13,949.10
Marketing	3,956.48	4,892.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69	4,383.00	1,512.26	4,217.61	4,525.94	4,594.63	4,233.20
TOTAL PAYROLL	62,882.23	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20	59,075.40	68,142.88	66,675.43	68,655.76	72,979.88
OPERATING EXPENSES													
Course and Grounds	20,264.49	30,668.15	13,555.51	22,231.96	30,386.95	22,153.25	17,819.33	25,243.86	43,314.94	28,660.14	19,071.07	19,883.85	15,865.35
Carts, Range, Starters, Etc.	5,975.01	6,898.29	8,167.60	8,308.22	5,862.53	6,168.74	5,995.61	6,670.57	4,742.95	5,371.44	5,695.18	5,186.50	5,657.69
Pro Shop	38.86	4,163.34	733.19	12.73	70.15	94.48	742.87	2,752.98	2,197.58	165.56	0.00	225.00	39.23
General and Administrative	19,381.87	16,713.09	17,871.46	19,297.70	20,308.43	18,456.55	18,314.96	17,572.55	22,991.06	20,413.44	22,635.76	25,081.68	21,972.41
Marketing	824.17	1,051.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59	236.94	1,062.25	1,278.61	3,030.39	1,491.40	1,168.29
TOTAL OPERATING EXPENSE	46,464.40	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.36	52,478.90	74,308.78	55,889.19	50,332.40	51,678.41	44,702.97
TOTAL EXPENSES	115,337.79	126,298.82	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35	119,925.70	137,990.20	128,759.26	121,452.33	125,029.13	127,252.37
EBITDA	44,395.13	26,027.95	72,531.38	43,606.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(31,209.02)	(694.49)	13,814.44	22,677.77	42,879.48

The Golf Club at Cypress Head

For the Month Ending January 31, 2022

	01/31/21	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21	11/30/21	12/31/21	01/31/22
EBITDA	44,395.13	26,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(31,209.02)	(694.49)	13,814.44	22,677.77	42,879.48
MANAGEMENT FEES	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,307.46)	(6,307.46)	(6,307.46)	(6,307.46)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)													
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPE	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)
NET INCOME	38,115.82	19,748.64	66,252.07	37,387.19	22,558.83	(17,349.93)	(9,167.27)	(36,043.85)	(37,488.33)	(7,097.48)	7,411.45	16,274.78	36,476.49
Paid Rounds	4,013.00	3,611.00	4,724.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00	2,785.00	3,295.00	3,398.00	3,575.00	3,860.00
Annual Pass Rounds	397.00	327.00	396.00	372.00	361.00	317.00	311.00	274.00	320.00	375.00	334.00	391.00	381.00
Other Rounds	250.00	228.00	287.00	234.00	256.00	228.00	241.00	206.00	230.00	280.00	261.00	288.00	238.00
Total Rounds	4,660.00	4,166.00	5,387.00	4,764.00	4,652.00	3,419.00	3,657.00	2,933.00	3,335.00	3,950.00	3,993.00	4,234.00	4,479.00
Revenue/Paid Rounds	39.90	42.18	39.87	39.72	38.79	36.53	36.67	36.76	38.34	38.87	39.81	41.32	44.08
Revenue/Total Rounds	34.28	36.56	34.96	34.67	33.64	30.71	31.13	30.74	32.02	32.42	33.88	34.89	37.98
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended January 31, 2022

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(694)	13,814	22,678	42,879	0	0	0	0	0	0	0	0
Management Fee Expense	(6,307)	(6,307)	(6,307)	(6,307)	0	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	0	0	0	0	0	0	0	0
Net Income	(7,097)	7,411	16,275	36,476	0	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(7,684)	(3,250)	(1,286)	1,455	0	0	0	0	0	0	0	0
Receivables	168,611	633	3,862	(3,666)	0	0	0	0	0	0	0	0
Prepaid Expenses	3,667	(7,027)	(5,610)	(698)	0	0	0	0	0	0	0	0
Payables	(5,285)	15,310	(4,893)	16,939	0	0	0	0	0	0	0	0
Due to from the City	0	(509)	0	(190)	0	0	0	0	0	0	0	0
Accrued Expenses	(849)	(1,293)	(1,182)	10,414	0	0	0	0	0	0	0	0
Deferred Revenues	(49,701)	9,431	6,128	(29,035)	0	0	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	0	0	0	0	0	0	0	0
Operating Cash Flow	101,756	20,802	13,390	31,790	0	0	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	101,756	20,802	13,390	31,790	0	0	0	0	0	0	0	0
Beginning Cash	71,692	173,448	194,251	207,640	239,430	220,176	220,176	220,176	220,176	220,176	220,176	220,176
Net Cash Flows	101,756	20,802	13,390	31,790	0	0	0	0	0	0	0	0
Ending Cash	173,448	194,251	207,640	239,430	239,430	220,176	220,176	220,176	220,176	220,176	220,176	220,176

The Golf Club at Cypress Head
For the Four Months Ending January 31, 2022

	<u>01/31/22</u>	<u>09/30/21</u>	<u>01/31/21</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	204,493	65,792	112,283
Cash - Payroll	33,587	4,550	25,853
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>239,430</u>	<u>71,692</u>	<u>139,486</u>
Accounts Receivable			
A/R Member	5,226	174,666	279
Total Accounts Receivable	<u>5,226</u>	<u>174,666</u>	<u>279</u>
Other Current Assets			
Inventory - Merchandise	27,797	17,032	25,213
Prepaid Insurance	17,950	30,451	15,136
Prepaid Exp - Other	40,393	18,224	30,415
Total Other Current Assets	<u>86,141</u>	<u>65,707</u>	<u>70,765</u>
TOTAL CURRENT ASSETS	<u>330,797</u>	<u>312,065</u>	<u>210,530</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(30,350)	(29,968)	(29,204)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>5,798</u>	<u>6,180</u>	<u>6,944</u>
TOTAL ASSETS	<u><u>336,594</u></u>	<u><u>318,245</u></u>	<u><u>217,474</u></u>

The Golf Club at Cypress Head
For the Four Months Ending January 31, 2022

	<u>01/31/22</u>	<u>09/30/21</u>	<u>01/31/21</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	70,433	48,363	62,610
Accts Pay - Other	1,808	2,507	(44,506)
Accrued Expenses	450	9,926	850
Accrued Payroll	41,034	17,944	40,762
Accrued Taxes	10,081	6,072	9,536
Accrued Interest	0	10,535	0
Deferred Revenue	159,722	222,898	148,401
TOTAL CURRENT LIABILITIES	<u>283,529</u>	<u>318,245</u>	<u>217,653</u>
 TOTAL LIABILITIES	 <u>283,529</u>	 <u>318,245</u>	 <u>217,653</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	53,065	0	(179)
Net Retained Earnings	53,065	0	(179)
Stockholders Equity	53,065	0	(179)
TOTAL STOCKHOLDER'S EQUITY	<u>53,065</u>	<u>0</u>	<u>(179)</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u>336,594</u>	 <u>318,245</u>	 <u>217,474</u>

**The Golf Club at Cypress Head
Course Cash Flow Report
January 31, 2022**

	<u>January</u>	<u>YTD</u>
EBITDA	\$42,879.48	\$78,677.20
Management Fee Expense	(6,307.46)	(25,229.84)
Depreciation & Amortization	(95.53)	(382.12)
Net Income	36,476.49	53,065.24
Working Capital Changes		
Inventory	1,454.78	(10,765.20)
Receivables	(3,666.00)	169,439.41
Payables	16,938.85	22,070.84
Due to from the City	(190.47)	(699.37)
Prepays	(698.08)	(9,668.14)
Accrued Liabilities	10,413.58	7,088.76
Other Liabilities	(29,035.01)	(63,175.91)
Depreciation & Amortization	95.53	382.12
Operating Cash Flow	31,789.67	167,737.75
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>31,789.67</u>	<u>167,737.75</u>
Beginning Cash	207,640.22	71,692.14
Net Cash Flows	<u>31,789.67</u>	<u>167,737.75</u>
Ending Cash	<u>239,429.89</u>	<u>239,429.89</u>

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending January 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
91,489	78,913	116%	87,389	105%	Green Fees	310,790	232,815	133%	248,967	125%	762,266	888,896
55,157	52,249	106%	52,249	106%	Cart Fee	195,704	159,149	123%	158,330	124%	497,226	550,833
515	623	83%	623	83%	Handicap Fee	555	703	79%	663	84%	4,849	4,475
1,522	1,418	107%	1,418	107%	Lessons	4,830	3,161	153%	3,161	153%	11,764	16,337
220	220	100%	220	100%	Rental Clubs	1,040	730	142%	730	142%	2,450	3,260
13,123	9,500	138%	9,386	140%	Retail	36,307	33,050	110%	32,716	111%	90,550	105,420
4,490	4,800	94%	4,705	95%	Range	18,568	15,300	121%	14,652	127%	44,300	51,072
3,615	3,743	97%	3,743	97%	City Surcharge R & R	13,377	11,671	115%	11,671	115%	36,122	39,001
170,132	151,466	112%	159,733	107%	Total Revenues	581,170	456,579	127%	470,890	123%	1,449,526	1,659,295
COST OF GOODS SOLD												
9,570	5,795	165%	5,991	160%	COGS - Merchandise	23,436	20,161	116%	21,297	110%	55,236	67,329
9,570	5,795	165%	5,991	160%	Total COGS	23,436	20,161	116%	21,297	110%	55,236	67,329
160,562	145,671	110%	153,742	104%	GROSS MARGIN	557,734	436,419	128%	449,592	124%	1,394,291	1,591,965
72.92%	61.00%	119.55%	63.83%	114.25%	COGS - Merchandise %	64.55%	61.00%	105.82%	65.10%	99.16%	61.00%	758.58%
PAYROLL												
23,848	24,244	98%	23,236	103%	Gross Payroll - Salaried	94,908	95,413	99%	92,970	102%	290,959	277,602
35,703	33,585	106%	30,839	116%	Gross Payroll - Hourly	136,684	132,723	103%	112,919	121%	395,936	377,213
59,551	57,828	103%	54,075	110%	S/T Wages	231,592	228,136	102%	205,889	112%	686,895	654,814
4,478	4,424	101%	3,925	114%	Payroll Tax - FICA	17,120	17,452	98%	15,345	112%	52,547	48,805
343	578	59%	1,901	18%	Payroll Tax - UC	1,020	742	137%	2,076	49%	2,324	1,681
1,049	1,122	94%	909	115%	Payroll Tax - WC	4,140	4,426	94%	3,577	116%	13,718	12,840
7,559	4,482	169%	2,072	365%	Benefits	22,581	17,907	126%	14,943	151%	54,616	62,460
13,429	10,605	127%	8,808	152%	S/T Adders	44,862	40,528	111%	35,942	125%	123,205	125,786
72,980	68,433	107%	62,882	116%	TOTAL PAYROLL	276,454	268,664	103%	241,830	114%	810,100	780,600
OPERATING EXPENSES												
768	75	1024%	0	0%	Cart Supplies	949	300	316%	37	2534%	1,750	2,425
898	1,200	75%	1,179	76%	Chemicals	2,686	2,230	120%	2,162	124%	4,990	5,688
138	0	0%	0	0%	Course Accessories	2,260	0	0%	8	29048%	1,320	5,023
0	3,600	0%	3,614	0%	Fertilizer	10,015	9,350	107%	9,333	107%	53,050	54,291
0	0	0%	0	0%	Flowers/Decor	515	900	57%	873	59%	900	515
1,423	1,000	142%	1,056	135%	Fuel	5,827	2,750	212%	2,764	211%	10,120	14,659
614	500	123%	490	125%	Fungicides	2,161	1,400	154%	1,371	158%	4,300	2,376
0	1,100	0%	1,100	0%	Herbicides	4,396	5,800	76%	5,836	75%	23,600	18,000
0	0	0%	0	0%	Insecticides	713	0	0%	0	0%	6,000	12,005
866	300	289%	300	289%	Janitorial Supplies	3,336	2,450	136%	2,388	140%	6,550	8,059
0	0	0%	0	0%	Laundry/Uniforms	888	1,100	81%	23	3929%	1,550	1,886
356	100	356%	56	637%	Office Supplies	1,887	1,050	180%	1,003	188%	3,515	4,299
0	0	0%	0	0%	Range Balls	1,760	1,350	130%	1,350	130%	2,700	3,064
226	0	0%	0	0%	Range Equipment	226	660	34%	667	34%	1,360	2,754
0	0	0%	0	0%	Range Expenses	460	0	0%	0	0%	300	1,314
0	1,100	0%	1,141	0%	Sand/Topdress	2,256	2,100	107%	2,226	101%	10,700	10,656
495	0	0%	0	0%	Seeds/Trees	4,815	3,400	142%	3,415	141%	9,400	9,575
0	0	0%	0	0%	Small Tools	519	0	0%	0	0%	2,810	4,021
0	0	0%	0	0%	Supplies	0	200	0%	680	0%	600	3,536
39	40	98%	39	101%	Tournament Expense	98	80	123%	74	133%	180	130
119	229	52%	229	52%	Alarm System	559	916	61%	914	61%	2,748	1,035
20	75	27%	0	0%	Cart Repairs	344	300	115%	0	0%	900	1,685
160	50	320%	42	384%	Computer Service	639	380	168%	378	169%	1,490	2,432
812	812	100%	812	100%	Contract Cleaning	2,436	3,248	75%	3,248	75%	9,744	8,120
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	81
0	0	0%	0	0%	Handicap Expense	225	180	125%	175	129%	4,630	4,710
525	1,200	44%	1,144	46%	Irrigation	2,941	4,405	67%	4,343	68%	13,330	11,372
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	500	0%	0	0%	Repair & Maint - Paths	0	1,000	0%	0	0%	3,000	0
2,115	2,200	96%	2,117	100%	Repair & Maint - Equipment	5,089	5,600	91%	5,436	94%	17,550	19,051
2,552	2,800	91%	2,792	91%	Repair & Maint - Building	2,977	3,850	77%	3,896	76%	10,230	8,989
3,535	4,974	71%	4,974	71%	Cart Lease	14,139	19,896	71%	19,896	71%	69,496	51,656
7,671	5,721	134%	5,721	134%	Equipment Lease	30,692	22,884	134%	22,884	134%	68,652	90,970
176	176	100%	176	100%	Off-Site Storage	704	704	100%	704	100%	2,112	2,112
1,346	1,200	112%	1,193	113%	Utilities - Electric	4,935	4,500	110%	4,488	110%	13,600	14,428
3,242	2,900	112%	2,819	115%	Utilities - Other	13,725	11,250	122%	11,123	123%	38,350	43,325
150	150	100%	65	231%	Utilities - Telephone/Fax	721	800	120%	642	112%	1,800	2,448
204	250	82%	252	81%	Utilities - Water	951	865	110%	865	110%	2,450	2,689
1,168	850	137%	824	142%	Advertising & Promotion	6,969	5,750	121%	4,619	151%	23,190	20,411
343	380	90%	387	89%	Bank Charges	1,407	1,645	86%	1,653	85%	4,375	4,375
57	0	0%	(45)	-126%	Cash Short/(Over)	(152)	0	0%	(79)	193%	0	(350)
200	200	100%	200	100%	Cell Phone	800	800	100%	800	100%	2,400	2,400
3,615	3,743	97%	3,743	97%	City Surcharge R & R	13,377	11,671	115%	11,671	115%	36,136	39,001

The Golf Club at Cypress Head
Summary of All Units
For the Four Months Ending January 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,358	2,410	139%	2,410	139%	Credit Card Discounts	14,455	10,410	139%	10,271	141%	29,160	37,199
0	0	0%	(15)	0%	Donations	0	150	0%	130	0%	700	581
0	150	0%	120	0%	Dues & Subscriptions	385	570	68%	505	76%	1,600	1,447
400	400	100%	400	100%	Education & Training	400	400	100%	400	100%	400	550
(364)	175	-208%	0	-1821750%	Employee Relations	300	1,250	24%	1,271	24%	2,750	1,202
29	0	0%	0	0%	Employee Testing	29	0	0%	0	0%	0	58
6,130	6,150	100%	5,312	115%	Insurance Expense	24,519	24,600	100%	21,121	116%	73,800	69,316
0	10	0%	0	0%	Member Relations	0	40	0%	0	0%	120	536
0	1,250	0%	1,250	0%	O/S - Accounting	9,000	9,250	97%	9,250	97%	13,250	12,900
0	0	0%	0	0%	O/S - Other	0	0	0%	5,680	0%	6,000	4,200
416	450	92%	449	93%	Payroll Processing Fee	1,576	1,410	112%	1,416	111%	4,050	4,644
334	150	223%	147	227%	Postage/Shipping	765	750	102%	750	102%	1,650	2,286
(30)	550	-5%	(30)	100%	Tax/Licenses/Fees	(120)	550	-22%	(120)	100%	700	(35)
598	30	1994%	4	13352%	Travel - Meals	1,075	120	896%	286	376%	360	1,425
0	200	0%	0	0%	Travel - Other	972	800	122%	0	0%	2,400	3,245
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	17
44,703	49,350	91%	46,464	96%	TOTAL OPERATING EXPENSES	202,603	185,849	109%	182,825	111%	609,568	636,556
42,879	27,888	154%	44,395	97%	EBITDA	78,677	(18,094)	-435%	24,937	315%	(25,377)	174,809
6,307	6,369	99%	6,184	102%	Management Fee	25,230	25,477	99%	24,735	102%	76,432	74,700
6,307	6,369	99%	6,184	102%	Management Fees	25,230	25,477	99%	24,735	102%	76,432	74,700
0	0	0%	0	0%	Deprec - Office F,F&E	0	0	0%	(23)	0%	0	23
23	72	32%	23	100%	Deprec - Mach & Equip	92	288	32%	116	80%	864	254
72	23	315%	72	100%	Deprec - Buildings	290	92	315%	290	100%	276	869
96	95	101%	96	100%	S/T DEPR. & AMORT	382	380	101%	382	100%	1,140	1,146
36,476	21,424	170%	38,116	96%	NET INCOME	53,065	(43,951)	-121%	(180)	-29507%	(102,949)	98,963

The Golf Club at Cypress Head
Course & Grounds
For the Four Months Ending January 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
91,489	78,913	116%	87,389	105%	Green Fees	310,790	232,815	133%	248,967	125%	762,266	888,896
3,615	3,743	97%	3,743	97%	City Surcharge R & R	13,377	11,671	115%	11,671	115%	36,122	39,001
95,105	82,656	115%	91,132	104%	Total Revenues	324,167	244,486	133%	260,638	124%	798,387	927,898
95,105	82,656	115%	91,132	104%	GROSS MARGIN	324,167	244,486	133%	260,638	124%	798,387	927,898
PAYROLL												
9,813	10,245	96%	9,719	101%	Gross Payroll - Salaried	38,698	39,417	98%	38,632	100%	121,374	113,089
22,020	19,989	110%	17,911	123%	Gross Payroll - Hourly	80,967	78,779	103%	70,859	114%	235,858	221,883
31,833	30,233	105%	27,630	115%	S/T Wages	119,665	118,196	101%	109,491	109%	357,232	334,973
2,394	2,313	103%	2,019	119%	Payroll Tax - FICA	8,822	9,042	98%	8,168	108%	27,328	24,764
182	302	60%	963	19%	Payroll Tax - UC	429	302	142%	1,032	42%	910	1,019
559	587	95%	479	117%	Payroll Tax - WC	2,114	2,293	92%	1,898	111%	7,135	6,464
3,986	2,003	199%	140	2841%	Benefits	10,389	7,993	130%	4,225	246%	24,392	25,128
7,121	5,204	137%	3,601	198%	S/T Adders	21,754	19,629	111%	15,323	142%	59,765	57,375
38,954	35,438	110%	31,231	125%	TOTAL PAYROLL	141,420	137,825	103%	124,814	113%	416,997	392,348
OPERATING EXPENSES												
898	1,200	75%	1,179	76%	Chemicals	2,686	2,230	120%	2,162	124%	4,990	5,688
138	0	0%	0	0%	Course Accessories	2,260	0	0%	8	29048%	1,320	5,023
0	3,600	0%	3,614	0%	Fertilizer	10,015	9,350	107%	9,333	107%	53,050	54,291
0	0	0%	0	0%	Flowers/Decor	515	900	57%	873	59%	900	515
1,423	1,000	142%	1,056	135%	Fuel	5,827	2,750	212%	2,764	211%	10,120	14,659
614	500	123%	490	125%	Fungicides	2,161	1,400	154%	1,371	158%	4,300	2,376
0	1,100	0%	1,100	0%	Herbicides	4,396	5,800	76%	5,836	75%	23,600	18,000
0	0	0%	0	0%	Insecticides	713	0	0%	0	0%	6,000	12,005
0	1,100	0%	1,141	0%	Sand/Topdress	2,256	2,100	107%	2,226	101%	10,700	10,656
495	0	0%	0	0%	Seeds/Trees	4,815	3,400	142%	3,415	141%	9,400	9,575
0	0	0%	0	0%	Small Tools	519	0	0%	0	0%	2,810	4,021
525	1,200	44%	1,144	46%	Irrigation	2,941	4,405	67%	4,343	68%	13,330	11,372
0	500	0%	0	0%	Repair & Maint - Paths	0	1,000	0%	0	0%	3,000	0
1,609	2,200	73%	2,117	76%	Repair & Maint - Equipment	4,583	5,500	83%	5,436	84%	17,250	17,423
152	600	25%	558	27%	Repair & Maint - Building	152	800	19%	782	19%	4,940	621
7,671	5,721	134%	5,721	134%	Equipment Lease	30,692	22,884	134%	22,884	134%	68,652	90,970
237	200	119%	192	123%	Utilities - Electric	903	800	113%	797	113%	2,400	2,639
1,470	1,300	113%	1,302	113%	Utilities - Other	6,465	4,700	138%	4,610	140%	17,100	21,339
204	250	82%	252	81%	Utilities - Water	951	850	112%	865	110%	2,450	2,689
400	400	100%	400	100%	Education & Training	400	400	100%	400	100%	400	550
0	75	0%	0	0%	Employee Relations	0	250	0%	196	0%	750	(267)
29	0	0%	0	0%	Employee Testing	29	0	0%	0	0%	0	58
0	0	0%	0	0%	O/S - Other	0	0	0%	5,680	0%	6,000	4,200
0	550	0%	0	0%	Tax/Licenses/Fees	0	550	0%	0	0%	700	250
15,865	21,496	74%	20,264	78%	TOTAL OPERATING EXPENSES	83,280	70,069	119%	73,980	113%	264,162	288,653
40,285	25,723	157%	39,636	102%	EBITDA	99,467	36,592	272%	61,843	161%	117,229	246,897
40,285	25,723	157%	39,636	102%	NET INCOME	99,467	36,592	272%	61,843	161%	117,229	246,897

The Golf Club at Cypress Head
Carts
For the Four Months Ending January 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
55,157	52,249	106%	52,249	106%	REVENUES	195,704	159,149	123%	158,330	124%	497,226	550,833
55,157	52,249	106%	52,249	106%	Cart Fee	195,704	159,149	123%	158,330	124%	497,226	550,833
55,157	52,249	106%	52,249	106%	Total Revenues	195,704	159,149	123%	158,330	124%	497,226	550,833
					GROSS MARGIN							
7,762	7,529	103%	6,315	123%	PAYROLL	31,836	29,871	107%	22,940	139%	88,643	86,892
7,762	7,529	103%	6,315	123%	Gross Payroll - Hourly	31,836	29,871	107%	22,940	139%	88,643	86,892
594	576	103%	506	117%	S/T Wages	2,522	2,285	110%	1,794	141%	6,781	6,997
45	75	60%	243	19%	Payroll Tax - FICA	327	217	151%	350	94%	804	1,378
132	146	90%	97	135%	Payroll Tax - UC	570	579	98%	390	146%	1,770	1,685
0	6	0%	0	0%	Payroll Tax - WC	0	22	0%	0	0%	65	0
771	803	96%	847	91%	Benefits	3,418	3,103	110%	2,534	135%	9,421	10,059
8,533	8,331	102%	7,162	119%	S/T Adders	35,254	32,975	107%	25,474	138%	98,064	96,951
					TOTAL PAYROLL							
768	75	1024%	0	0%	OPERATING EXPENSES	949	300	316%	37	2534%	1,750	2,425
20	75	27%	0	0%	Cart Supplies	344	300	115%	0	0%	900	1,685
3,535	4,974	71%	4,974	71%	Cart Repairs	14,139	19,896	71%	19,896	71%	69,496	51,656
1,109	1,000	111%	1,001	111%	Cart Lease	4,033	3,700	109%	3,691	109%	11,200	11,788
5,432	6,124	89%	5,975	91%	Utilities - Electric	19,465	24,196	80%	23,624	82%	83,346	67,554
					TOTAL OPERATING EXPENSES							
41,192	37,794	109%	39,112	105%	EBITDA	140,984	101,978	138%	109,232	129%	315,816	386,328
41,192	37,794	109%	39,112	105%	NET INCOME	140,984	101,978	138%	109,232	129%	315,816	386,328

The Golf Club at Cypress Head
Range
For the Four Months Ending January 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
4,490	4,800	94%	4,705	95%	REVENUES	18,568	15,300	121%	14,652	127%	44,300	51,072
4,490	4,800	94%	4,705	95%	Range	18,568	15,300	121%	14,652	127%	44,300	51,072
4,490	4,800	94%	4,705	95%	Total Revenues	18,568	15,300	121%	14,652	127%	44,300	51,072
					GROSS MARGIN	18,568	15,300	121%	14,652	127%	44,300	51,072
0	0	0%	0	0%	OPERATING EXPENSES							
226	0	0%	0	0%	Range Balls	1,760	1,350	130%	1,350	130%	2,700	3,064
0	0	0%	0	0%	Range Equipment	226	660	34%	667	34%	1,360	2,754
0	0	0%	0	0%	Range Expenses	460	0	0%	0	0%	300	1,314
0	0	0%	0	0%	Repair & Maint - Equipment	0	100	0%	0	0%	300	69
226	0	0%	0	0%	TOTAL OPERATING EXPENSES	2,446	2,110	116%	2,017	121%	4,660	7,201
4,265	4,800	89%	4,705	91%	EBITDA	16,122	13,190	122%	12,634	128%	39,640	43,871
4,265	4,800	89%	4,705	91%	NET INCOME	16,122	13,190	122%	12,634	128%	39,640	43,871

The Golf Club at Cypress Head
Golf Shop
For the Four Months Ending January 31, 2022

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												
515	623	83%	623	83%	Handicap Fee	555	703	79%	663	84%	4,849	4,475
1,522	1,418	107%	1,418	107%	Lessons	4,830	3,161	153%	3,161	153%	11,764	16,337
220	220	100%	220	100%	Rental Clubs	1,040	730	142%	730	142%	2,450	3,260
13,123	9,500	138%	9,386	140%	Retail	36,307	33,050	110%	32,716	111%	90,550	105,420
15,380	11,761	131%	11,647	132%	Total Revenues	42,732	37,644	114%	37,270	115%	109,613	129,492
COST OF GOODS SOLD												
9,570	5,795	165%	5,991	160%	COGS - Merchandise	23,436	20,161	116%	21,297	110%	55,236	67,329
9,570	5,795	165%	5,991	160%	Total COGS	23,436	20,161	116%	21,297	110%	55,236	67,329
5,810	5,966	97%	5,656	103%	GROSS MARGIN	19,296	17,484	110%	15,973	121%	54,378	62,162
72.92%	61.00%	119.55%	63.83%	114.25%	COGS - Merchandise %	64.55%	61.00%	105.82%	65.10%	99.16%	61.00%	758.58%
PAYROLL												
5,921	6,067	98%	6,613	90%	Gross Payroll - Hourly	23,882	24,073	99%	19,060	125%	71,436	68,597
5,921	6,067	98%	6,613	90%	S/T Wages	23,882	24,073	99%	19,060	125%	71,436	68,597
457	464	98%	504	91%	Payroll Tax - FICA	1,826	1,842	99%	1,448	126%	5,465	5,249
41	61	67%	237	17%	Payroll Tax - UC	117	72	162%	237	49%	350	498
109	118	93%	91	120%	Payroll Tax - WC	447	467	96%	322	139%	1,426	1,390
783	539	145%	347	226%	Benefits	2,339	2,156	108%	1,963	119%	6,576	6,903
1,390	1,182	118%	1,179	118%	S/T Adders	4,728	4,537	104%	3,969	119%	13,817	14,040
7,311	7,249	101%	7,792	94%	TOTAL PAYROLL	28,609	28,609	100%	23,029	124%	85,253	82,638
OPERATING EXPENSES												
0	50	0%	0	0%	Office Supplies	10	350	3%	271	4%	750	763
0	0	0%	0	0%	Supplies	0	200	0%	680	0%	600	3,536
39	40	98%	39	101%	Tournament Expense	98	80	123%	74	133%	180	130
0	0	0%	0	0%	Handicap Expense	225	180	125%	175	129%	4,630	4,710
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	0	0%	0	0%	Repair & Maint - Building	97	75	129%	73	133%	175	290
39	90	44%	39	101%	TOTAL OPERATING EXPENSES	430	885	49%	1,273	34%	7,085	11,197
(1,540)	(1,373)	112%	(2,175)	71%	EBITDA	(9,743)	(12,011)	81%	(8,329)	117%	(37,960)	(31,672)
(1,540)	(1,373)	112%	(2,175)	71%	NET INCOME	(9,743)	(12,011)	81%	(8,329)	117%	(37,960)	(31,672)

The Golf Club at Cypress Head
G & A
For the Four Months Ending January 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
10,719	10,345	104%	10,296	104%	Gross Payroll - Salaried	42,171	41,379	102%	40,649	104%	125,150	122,823
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	60	0%	0	(160)
10,719	10,345	104%	10,296	104%	S/T Wages	42,171	41,379	102%	40,709	104%	125,150	122,663
791	791	100%	680	116%	Payroll Tax - FICA	2,954	3,165	93%	2,933	101%	9,574	8,652
58	103	56%	343	17%	Payroll Tax - UC	113	103	110%	343	33%	140	(1,006)
191	201	95%	180	106%	Payroll Tax - WC	755	803	94%	722	105%	2,499	2,434
2,192	1,934	113%	1,241	177%	Benefits	7,696	7,736	99%	6,759	114%	23,583	23,611
3,231	3,030	107%	2,445	132%	S/T Adders	11,519	11,808	98%	10,757	107%	35,796	33,690
13,949	13,374	104%	12,741	109%	TOTAL PAYROLL	53,690	53,186	101%	51,466	104%	160,946	156,354
OPERATING EXPENSES												
866	300	289%	300	289%	Janitorial Supplies	3,336	2,450	136%	2,388	140%	6,550	8,059
0	0	0%	0	0%	Laundry/Uniforms	888	1,100	81%	23	3929%	1,550	1,886
356	50	712%	56	637%	Office Supplies	1,877	700	268%	732	257%	2,765	3,537
119	229	52%	229	52%	Alarm System	559	916	61%	914	61%	2,748	1,035
160	50	320%	42	384%	Computer Service	639	380	168%	378	169%	1,490	2,432
812	812	100%	812	100%	Contract Cleaning	2,436	3,248	75%	3,248	75%	9,744	8,120
0	0	0%	0	0%	Guest Relations	0	0	0%	0	0%	0	81
506	0	0%	0	0%	Repair & Maint - Equipment	506	0	0%	0	0%	0	1,559
2,400	2,200	109%	2,233	107%	Repair & Maint - Building	2,728	2,975	92%	3,042	90%	5,115	8,078
176	176	100%	176	100%	Off-Site Storage	704	704	100%	704	100%	2,112	2,112
1,772	1,600	111%	1,518	117%	Utilities - Other	7,260	6,550	111%	6,513	111%	21,250	21,986
150	150	100%	65	231%	Utilities - Telephone/Fax	721	600	120%	642	112%	1,800	2,448
343	380	90%	387	89%	Bank Charges	1,407	1,645	86%	1,653	85%	4,375	4,378
57	0	0%	(45)	-126%	Cash Short/(Over)	(152)	0	0%	(79)	193%	0	(350)
200	200	100%	200	100%	Cell Phone	800	800	100%	800	100%	2,400	2,400
3,615	3,743	97%	3,743	97%	City Surcharge R & R	13,377	11,671	115%	11,671	115%	36,136	39,001
3,358	2,410	139%	2,410	139%	Credit Card Discounts	14,455	10,410	139%	10,271	141%	29,160	37,199
0	0	0%	(15)	0%	Donations	0	150	0%	130	0%	700	581
0	150	0%	120	0%	Dues & Subscriptions	385	570	68%	505	76%	1,600	1,447
(364)	100	-364%	0	-1821750%	Employee Relations	300	1,000	30%	1,075	28%	2,000	1,468
6,130	6,150	100%	5,312	115%	Insurance Expense	24,519	24,600	100%	21,121	116%	73,800	69,316
0	10	0%	0	0%	Member Relations	0	40	0%	0	0%	120	536
0	1,250	0%	1,250	0%	O/S - Accounting	9,000	9,250	97%	9,250	97%	13,250	12,900
416	450	92%	449	93%	Payroll Processing Fee	1,576	1,410	112%	1,416	111%	4,050	4,644
334	150	223%	147	227%	Postage/Shipping	765	750	102%	750	102%	1,650	2,286
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(120)	0	0%	(120)	100%	0	(285)
598	30	1994%	4	13352%	Travel - Meals	1,075	120	896%	286	376%	360	1,425
0	200	0%	0	0%	Travel - Other	972	800	122%	0	0%	2,400	3,245
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	17
21,972	20,790	106%	19,362	113%	TOTAL OPERATING EXPENSES	90,013	82,839	109%	77,311	116%	227,125	241,539
(35,922)	(34,164)	105%	(32,103)	112%	EBITDA	(143,703)	(136,025)	106%	(128,778)	112%	(388,071)	(397,893)
6,307	6,369	99%	6,184	102%	Management Fee	25,230	25,477	99%	24,735	102%	76,432	74,700
6,307	6,369	99%	6,184	102%	Management Fees	25,230	25,477	99%	24,735	102%	76,432	74,700
0	0	0%	0	0%	Deprec - Office F,F&E	0	0	0%	(23)	0%	0	23
23	72	32%	23	100%	Deprec - Mach & Equip	92	288	32%	116	80%	864	254
72	23	315%	72	100%	Deprec - Buildings	290	92	315%	290	100%	276	869
96	95	101%	96	100%	S/T DEPR. & AMORT	382	380	101%	382	100%	1,140	1,146
(42,325)	(40,629)	104%	(38,382)	110%	NET INCOME	(169,315)	(161,883)	105%	(153,895)	110%	(465,643)	(473,739)

The Golf Club at Cypress Head
Marketing
For the Four Months Ending January 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
					PAYROLL							
3,316	3,654	91%	3,221	103%	Gross Payroll - Salaried	14,038	14,618	96%	13,688	103%	44,435	41,689
3,316	3,654	91%	3,221	103%	S/T Wages	14,038	14,618	96%	13,688	103%	44,435	41,689
243	280	87%	217	112%	Payroll Tax - FICA	997	1,118	89%	1,003	99%	3,399	3,144
17	37	47%	114	15%	Payroll Tax - UC	35	49	71%	114	30%	119	(208)
59	71	83%	61	96%	Payroll Tax - WC	255	284	90%	245	104%	887	867
598	0	0%	344	174%	Benefits	2,157	0	0%	1,997	108%	0	6,818
917	387	237%	736	125%	S/T Adders	3,443	1,451	237%	3,358	103%	4,406	10,621
4,233	4,041	105%	3,956	107%	TOTAL PAYROLL	17,481	16,068	109%	17,047	103%	48,841	52,310
					OPERATING EXPENSES							
1,168	850	137%	824	142%	Advertising & Promotion	6,969	5,750	121%	4,619	151%	23,190	20,411
1,168	850	137%	824	142%	TOTAL OPERATING EXPENSES	6,969	5,750	121%	4,619	151%	23,190	20,411
(5,401)	(4,891)	110%	(4,781)	113%	EBITDA	(24,450)	(21,818)	112%	(21,665)	113%	(72,031)	(72,721)
(5,401)	(4,891)	110%	(4,781)	113%	NET INCOME	(24,450)	(21,818)	112%	(21,665)	113%	(72,031)	(72,721)

The Golf Club at Cypress Head
Comparative Income Statement
For the Four Months Ending January 31, 2022

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	139,638	407,297	1,340,533	30%	146,646	506,493	1,259,492	40%
Merchandise	9,386	32,716	101,829	32%	13,123	36,307	90,550	40%
Other Pro Shop	2,261	4,554	22,201	21%	2,257	6,425	19,063	34%
Range	4,705	14,652	47,156	31%	4,490	18,568	44,300	42%
Other Operating Revenues	3,743	11,671	37,295	31%	3,615	13,377	36,122	37%
TOTAL REVENUE	159,733	470,890	1,549,014	30%	170,132	581,170	1,449,526	40%
COST OF SALES								
Merchandise	5,991	21,297	65,191	33%	9,570	23,436	55,236	42%
TOTAL COGS	5,991	21,297	65,191	33%	9,570	23,436	55,236	42%
COGS - Merchandise %	63.8%	65.1%	64.0%	101.7%	72.9%	64.5%	61.0%	105.8%
PAYROLL								
Course and Grounds	31,231	124,814	375,742	33%	38,954	141,420	416,997	34%
Carts, Range, Starters, Etc.	7,162	25,474	87,171	29%	8,533	35,254	98,064	36%
Pro Shop	7,792	23,029	77,058	30%	7,311	28,609	85,253	34%
General and Administrative	12,741	51,466	154,130	33%	13,949	53,690	160,946	33%
Marketing	3,956	17,047	51,875	33%	4,233	17,481	48,841	36%
TOTAL PAYROLL	62,882	241,830	745,976	32%	72,980	276,454	810,100	34%
OPERATING EXPENSES								
Course and Grounds	20,264	73,980	279,353	26%	15,865	83,280	264,162	32%
Carts, Range, Starters, Etc.	5,975	25,641	78,486	33%	5,658	21,911	88,006	25%
Pro Shop	39	1,273	12,040	11%	39	430	7,085	6%
General and Administrative	19,362	77,311	228,837	34%	21,972	90,013	227,125	40%
Marketing	824	4,619	18,061	26%	1,168	6,969	23,190	30%
TOTAL OPERATING EXPENSES	46,464	182,825	616,778	30%	44,703	202,603	609,568	33%
TOTAL EXPENSES	115,338	445,952	1,427,945	31%	127,252	502,493	1,474,903	34%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,184)	(24,735)	(74,205)	33%	(6,307)	(25,230)	(76,432)	33%
Depreciation & Amortization	(96)	(382)	(1,146)	33%	(96)	(382)	(1,140)	34%
TOTAL OTHER INCOME (EXPENSE)	(6,279)	(25,117)	(75,352)	33%	(6,403)	(25,612)	(77,572)	33%
NET INCOME	38,116	(180)	45,718	0%	36,476	53,065	(102,949)	-52%
=====								
Paid Rounds	4,013	12,462			3,860	14,128	38,424	
Annual Pass Rounds	397	1,340			381	1,481	4,748	
Other Rounds	250	853			238	1,047	2,636	
Total Rounds	4,660	14,655			4,479	16,656	45,808	
Revenue/Paid Rounds	40	38			44	41	38	
Revenue/Total Rounds	34	32			38	35	32	

The Golf Club at Cypress Head
For the Four Months Ending January 31, 2022

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												
146,646	131,162	112%	139,638	105%	Green Fees & Cart Fees	506,493	391,964	129%	407,297	124%	1,259,492	1,439,730
13,123	9,500	138%	9,386	140%	Merchandise	36,307	33,050	110%	32,716	111%	90,550	105,420
2,257	2,261	100%	2,261	100%	Other Pro Shop	6,425	4,594	140%	4,554	141%	19,063	24,072
4,490	4,800	94%	4,705	95%	Range	18,568	15,300	121%	14,652	127%	44,300	51,072
3,615	3,743	97%	3,743	97%	Other Operating Revenues	13,377	11,671	115%	11,671	115%	36,122	39,001
170,132	151,466	112%	159,733	107%	TOTAL REVENUE	581,170	456,579	127%	470,890	123%	1,449,526	1,659,295
COST OF SALES												
9,570	5,795	165%	5,991	160%	Merchandise	23,436	20,161	116%	21,297	110%	55,236	67,329
9,570	5,795	165%	5,991	160%	TOTAL COGS	23,436	20,161	116%	21,297	110%	55,236	67,329
72.9%	61.0%	119.5%	63.8%	114.2%	COGS - Merchandise %	64.5%	61.0%	105.8%	65.1%	99.2%	61.0%	758.6%
PAYROLL												
38,954	35,438	110%	31,231	125%	Course and Grounds	141,420	137,825	103%	124,814	113%	416,997	392,348
8,533	8,331	102%	7,162	119%	Carts, Range, Starters, Etc.	35,254	32,975	107%	25,474	138%	98,064	96,951
7,311	7,249	101%	7,792	94%	Pro Shop	28,609	28,609	100%	23,029	124%	85,253	82,638
13,949	13,374	104%	12,741	109%	General and Administrative	53,690	53,186	101%	51,466	104%	160,946	156,354
4,233	4,041	105%	3,956	107%	Marketing	17,481	16,068	109%	17,047	103%	48,841	52,310
72,980	68,433	107%	62,882	116%	TOTAL PAYROLL	276,454	268,664	103%	241,830	114%	810,100	780,600
OPERATING EXPENSES												
15,865	21,496	74%	20,264	78%	Course and Grounds	83,280	70,069	119%	73,980	113%	264,162	288,653
5,658	6,124	92%	5,975	95%	Carts, Range, Starters, Etc.	21,911	26,306	83%	25,641	85%	88,006	74,755
39	90	44%	39	101%	Pro Shop	430	885	49%	1,273	34%	7,085	11,197
21,972	20,790	106%	19,362	113%	General and Administrative	90,013	82,839	109%	77,311	116%	227,125	241,539
1,168	850	137%	824	142%	Marketing	6,969	5,750	121%	4,619	151%	23,190	20,411
44,703	49,350	91%	46,464	96%	TOTAL OPERATING EXPENSES	202,603	185,849	109%	182,825	111%	609,568	636,556
127,252	123,578	103%	115,338	110%	TOTAL EXPENSES	502,493	474,673	106%	445,952	113%	1,474,903	1,484,486
42,879	27,888	154%	44,395	97%	EBITDA	78,677	(18,094)	-435%	24,937	315%	(25,377)	174,809

The Golf Club at Cypress Head
For the Four Months Ending January 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
42,879	27,888	154%	44,395	97%	EBITDA	78,677	(18,094)	-435%	24,937	315%	(25,377)	174,809
(6,307)	(6,369)	99%	(6,184)	102%	MANAGEMENT FEES	(25,230)	(25,477)	99%	(24,735)	102%	(76,432)	(74,700)
(96)	(95)	101%	(96)	100%	OTHER INCOME (EXPENSE)	(382)	(380)	101%	(382)	100%	(1,140)	(1,146)
(96)	(95)	101%	(96)	100%	Depreciation & Amortization	(382)	(380)	101%	(382)	100%	(1,140)	(1,146)
36,476	21,424	170%	38,116	96%	TOTAL OTHER INCOME (EXPENSE)	(382)	(380)	101%	(382)	100%	(1,140)	(1,146)
					NET INCOME	53,065	(43,951)	-121%	(180)	-29507%	(102,949)	98,963
3,860	3,820	101%	4,013	96%	Paid Rounds	14,128	12,065	117%	12,462	113%	38,424	41,873
381	387	98%	397	96%	Annual Pass Rounds	1,481	1,331	111%	1,340	111%	4,748	4,159
238	225	106%	250	95%	Other Rounds	1,047	891	118%	853	123%	2,636	2,937
4,479	4,432	101%	4,660	96%	Total Rounds	16,656	14,287	117%	14,655	114%	45,808	48,969
44	40	111%	40	111%	Revenue/Paid Rounds	41	38	109%	38	109%	38	473
38	34	111%	34	111%	Revenue/Total Rounds	35	32	109%	32	109%	32	404

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 1/1/2022
Account: First

To:
1/31/2022
Last

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

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$177,700.56	\$162,083.52	\$135,291.34	\$26,792.18	\$204,492.74
	10050-5950-900	Cash - Course Payroll BMO	\$28,589.66	\$58,971.56	\$53,974.07	\$4,997.49	\$33,587.15
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$1,560.10	\$26,327.18	\$22,661.18	\$3,666.00	\$5,226.10
	12000-5950-900	Inventory - Merchandise	\$29,252.09	\$9,502.60	\$10,957.38	(\$1,454.78)	\$27,797.31
	13020-5950-900	Prepaid Insurance	\$24,080.16	\$0.00	\$6,129.69	(\$6,129.69)	\$17,950.47
	13040-5950-900	Prepaid Exp - Other	\$33,565.14	\$7,442.23	\$614.46	\$6,827.77	\$40,392.91
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,508.86)	\$0.00	\$23.12	(\$23.12)	(\$4,531.98)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,746.02)	\$0.00	\$72.41	(\$72.41)	(\$25,818.43)
	30000-5950-900	Accts Pay - Trade	(\$53,494.55)	\$111,423.80	\$128,362.65	(\$16,938.85)	(\$70,433.40)
	30040-5950-900	Accts Pay - Other	(\$1,998.39)	\$11,624.85	\$11,434.38	\$190.47	(\$1,807.92)
	31000-5950-900	Accrued Expenses	(\$400.00)	\$885.98	\$935.98	(\$50.00)	(\$450.00)
	31020-5950-900	Accrued Payroll	(\$31,471.17)	\$199,427.03	\$208,208.04	(\$8,781.01)	(\$40,252.18)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$0.00	\$782.00	(\$782.00)	(\$782.00)
	31220-5950-900	Accrued Sales Tax	(\$9,280.34)	\$9,280.34	\$10,080.91	(\$800.57)	(\$10,080.91)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$3,615.24	\$3,615.24	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,163.49)	\$699.14	\$859.30	(\$60.16)	(\$2,323.65)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$19,619.70)	\$19,968.00	\$6,277.95	\$13,690.05	(\$5,929.65)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$25,117.11)	\$2,790.88	\$0.00	\$2,790.88	(\$22,326.23)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$24,491.25)	\$2,721.26	\$0.00	\$2,721.26	(\$21,769.99)
	32070-5950-900	Deferred Rev - Gift Cards	(\$41,916.24)	\$4,692.33	\$0.00	\$4,692.33	(\$37,223.91)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,692.15)	\$918.61	\$855.63	\$62.98	(\$14,629.17)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$59,662.92)	\$7,242.29	\$2,126.25	\$5,116.04	(\$54,546.88)
	32220-5950-900	Deferred Rev - Founders Pass	(\$1,094.61)	\$121.63	\$0.00	\$121.63	(\$972.98)
	49020-5950-900	Retained Earnings - Current	(\$0.10)	\$0.00	\$0.00	\$0.00	(\$0.10)
	50000-5950-100	Green Fees - Annual Pass	(\$16,363.20)	\$0.00	\$5,633.77	(\$5,633.77)	(\$21,996.97)
	5003A-5950-100	Green Fee - Group	(\$19,025.55)	\$0.00	\$10,323.59	(\$10,323.59)	(\$29,349.14)
	50040-5950-100	Green Fees - Member	(\$1,026.30)	\$0.00	\$398.21	(\$398.21)	(\$1,424.51)
	5005A-5950-100	Green Fee - Hotel	(\$131.60)	\$0.00	\$0.00	\$0.00	(\$131.60)
	5006A-5950-100	Green Fee - Junior	(\$398.56)	\$0.00	\$188.00	(\$188.00)	(\$586.56)
	50070-5950-100	Green Fees - (surcharge)	(\$9,580.01)	\$3,615.24	\$7,230.48	(\$3,615.24)	(\$13,195.25)
	5007A-5950-100	Green Fee - League	(\$28,341.94)	\$0.00	\$10,616.41	(\$10,616.41)	(\$38,958.35)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$9,480.13)	\$0.00	\$5,081.35	(\$5,081.35)	(\$14,561.48)
	5012A-5950-100	Green Fee - Outing	(\$11,172.08)	\$0.00	\$11,170.17	(\$11,170.17)	(\$22,342.25)
	5014A-5950-100	Green Fee - Resident	(\$78,384.11)	\$0.00	\$28,020.29	(\$28,020.29)	(\$106,404.40)
	5015A-5950-100	Green Fee - Senior	(\$44,872.34)	\$0.00	\$16,442.23	(\$16,442.23)	(\$61,314.57)
	5019A-5950-100	Green Fee - Wholesale	(\$524.82)	\$0.00	\$0.00	\$0.00	(\$524.82)
	50500-5950-200	Cart Fee 18	(\$120,969.30)	\$0.00	\$47,914.86	(\$47,914.86)	(\$168,884.16)
	50520-5950-200	Cart Fee - Annual Trail	(\$19,577.08)	\$0.00	\$7,242.29	(\$7,242.29)	(\$26,819.37)
	52090-5950-600	Handicap Fee	(\$40.00)	\$0.00	\$515.00	(\$515.00)	(\$555.00)
	52150-5950-600	Lessons	(\$3,308.00)	\$0.00	\$1,522.00	(\$1,522.00)	(\$4,830.00)
	52280-5950-600	Rental Clubs	(\$820.00)	\$0.00	\$220.00	(\$220.00)	(\$1,040.00)
	52310-5950-600	Retail	(\$23,184.55)	\$0.00	\$13,122.82	(\$13,122.82)	(\$36,307.37)
	53050-5950-220	Range Pass Revenue	(\$14,077.44)	\$0.00	\$4,490.38	(\$4,490.38)	(\$18,567.82)
	56120-5950-100	City Surcharge R & R	(\$9,761.43)	\$0.00	\$3,615.24	(\$3,615.24)	(\$13,376.67)
	60000-5950-600	COGS - Merchandise - Accessories	\$13,866.65	\$9,569.52	\$0.00	\$9,569.52	\$23,436.17
	70000-5950-100	Gross Payroll - Salaried	\$28,885.22	\$15,194.65	\$5,381.44	\$9,813.21	\$38,698.43
	70000-5950-900	Gross Payroll - Salaried	\$31,452.47	\$16,517.53	\$5,798.96	\$10,718.57	\$42,171.04
	70000-5950-950	Gross Payroll - Salaried	\$10,722.02	\$5,134.50	\$1,818.47	\$3,316.03	\$14,038.05
	70010-5950-100	Gross Payroll - Hourly	\$58,946.90	\$33,593.50	\$11,573.53	\$22,019.97	\$80,966.87

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$24,073.75	\$11,955.10	\$4,193.00	\$7,762.10	\$31,835.85
	70010-5950-600	Gross Payroll - Hourly	\$17,960.66	\$8,843.24	\$2,922.40	\$5,920.84	\$23,881.50
	71000-5950-100	Payroll Tax - FICA	\$6,428.32	\$91,342.78	\$88,949.09	\$2,393.69	\$8,822.01
	71000-5950-200	Payroll Tax - FICA	\$1,927.88	\$32,670.23	\$32,076.44	\$593.79	\$2,521.67
	71000-5950-600	Payroll Tax - FICA	\$1,368.92	\$21,589.11	\$21,132.37	\$456.74	\$1,825.66
	71000-5950-900	Payroll Tax - FICA	\$2,163.33	\$1,234.20	\$443.62	\$790.58	\$2,953.91
	71000-5950-950	Payroll Tax - FICA	\$753.90	\$382.12	\$139.07	\$243.05	\$996.95
	71010-5950-100	Payroll Tax - UC	\$246.85	\$182.05	\$0.00	\$182.05	\$428.90
	71010-5950-200	Payroll Tax - UC	\$281.76	\$45.34	\$0.00	\$45.34	\$327.10
	71010-5950-600	Payroll Tax - UC	\$75.84	\$40.75	\$0.00	\$40.75	\$116.59
	71010-5950-900	Payroll Tax - UC	\$55.76	\$57.61	\$0.00	\$57.61	\$113.37
	71010-5950-950	Payroll Tax - UC	\$17.26	\$17.27	\$0.00	\$17.27	\$34.53
	71020-5950-100	Payroll Tax - WC	\$1,555.29	\$558.60	\$0.00	\$558.60	\$2,113.89
	71020-5950-200	Payroll Tax - WC	\$437.80	\$131.80	\$0.00	\$131.80	\$569.60
	71020-5950-600	Payroll Tax - WC	\$337.20	\$109.31	\$0.00	\$109.31	\$446.51
	71020-5950-900	Payroll Tax - WC	\$564.47	\$190.71	\$0.00	\$190.71	\$755.18
	71020-5950-950	Payroll Tax - WC	\$196.10	\$58.92	\$0.00	\$58.92	\$255.02
	71030-5950-100	Benefits	\$6,403.18	\$5,385.93	\$1,399.71	\$3,986.22	\$10,389.40
	71030-5950-600	Benefits	\$1,555.67	\$1,023.60	\$240.43	\$783.17	\$2,338.84
	71030-5950-900	Benefits	\$5,504.62	\$2,698.52	\$506.89	\$2,191.63	\$7,696.25
	71030-5950-950	Benefits	\$1,558.90	\$811.26	\$213.33	\$597.93	\$2,156.83
	80110-5950-200	Cart Supplies	\$181.45	\$767.83	\$0.00	\$767.83	\$949.28
	80120-5950-100	Chemicals	\$1,788.26	\$898.00	\$0.00	\$898.00	\$2,686.26
	80170-5950-100	Course Accessories	\$2,122.15	\$137.75	\$0.00	\$137.75	\$2,259.90
	80230-5950-100	Fertilizer	\$10,015.03	\$0.00	\$0.00	\$0.00	\$10,015.03
	80250-5950-100	Flowers/Decor	\$515.00	\$0.00	\$0.00	\$0.00	\$515.00
	80270-5950-100	Fuel	\$4,404.03	\$1,422.53	\$0.00	\$1,422.53	\$5,826.56
	80280-5950-100	Fungicides	\$1,546.75	\$614.00	\$0.00	\$614.00	\$2,160.75
	80320-5950-100	Herbicides	\$4,395.91	\$0.00	\$0.00	\$0.00	\$4,395.91
	80370-5950-100	Insecticides	\$713.42	\$0.00	\$0.00	\$0.00	\$713.42
	80380-5950-900	Janitorial Supplies	\$2,469.73	\$866.31	\$0.00	\$866.31	\$3,336.04
	80420-5950-900	Laundry/Uniforms	\$887.94	\$0.00	\$0.00	\$0.00	\$887.94
	80520-5950-600	Office Supplies	\$9.72	\$0.00	\$0.00	\$0.00	\$9.72
	80520-5950-900	Office Supplies	\$1,521.25	\$356.16	\$0.00	\$356.16	\$1,877.41
	80610-5950-220	Range Balls	\$1,760.00	\$0.00	\$0.00	\$0.00	\$1,760.00
	80620-5950-220	Range Equipment	\$0.00	\$225.87	\$0.00	\$225.87	\$225.87
	80630-5950-220	Range Expenses	\$460.09	\$0.00	\$0.00	\$0.00	\$460.09
	80690-5950-100	Sand/Topdress	\$2,255.65	\$0.00	\$0.00	\$0.00	\$2,255.65
	80710-5950-100	Seeds/Trees	\$4,320.00	\$495.00	\$0.00	\$495.00	\$4,815.00
	80730-5950-100	Small Tools	\$519.48	\$0.00	\$0.00	\$0.00	\$519.48
	80810-5950-600	Tournament Expense	\$59.00	\$20,536.03	\$20,496.80	\$39.23	\$98.23
	81010-5950-900	Alarm System	\$440.50	\$118.50	\$0.00	\$118.50	\$559.00
	81090-5950-200	Cart Repairs	\$324.06	\$20.00	\$0.00	\$20.00	\$344.06
	81130-5950-900	Computer Service	\$479.52	\$159.84	\$0.00	\$159.84	\$639.36
	81140-5950-900	Contract Cleaning	\$1,624.00	\$812.00	\$0.00	\$812.00	\$2,436.00
	81220-5950-600	Handicap Expense	\$225.00	\$0.00	\$0.00	\$0.00	\$225.00
	81250-5950-100	Irrigation	\$2,416.27	\$525.00	\$0.00	\$525.00	\$2,941.27
	81350-5950-100	Repair & Maint - Equipment	\$2,974.36	\$1,639.91	\$30.78	\$1,609.13	\$4,583.49
	81350-5950-900	Repair & Maint - Equipment	\$0.00	\$505.60	\$0.00	\$505.60	\$505.60
	81360-5950-100	Repair & Maint - Building	\$0.00	\$152.12	\$0.00	\$152.12	\$152.12
	81360-5950-600	Repair & Maint - Building	\$96.84	\$0.00	\$0.00	\$0.00	\$96.84
	81360-5950-900	Repair & Maint - Building	\$328.01	\$2,399.60	\$0.00	\$2,399.60	\$2,727.61
	82000-5950-200	Cart Lease	\$10,604.00	\$3,535.00	\$0.00	\$3,535.00	\$14,139.00
	82020-5950-100	Equipment Lease	\$23,021.00	\$7,671.00	\$0.00	\$7,671.00	\$30,692.00
	82060-5950-900	Off-Site Storage	\$528.00	\$176.00	\$0.00	\$176.00	\$704.00
	83000-5950-100	Utilities - Electric	\$665.73	\$237.24	\$0.00	\$237.24	\$902.97
	83000-5950-200	Utilities - Electric	\$2,923.52	\$1,108.99	\$0.00	\$1,108.99	\$4,032.51
	83020-5950-100	Utilities - Other	\$4,994.96	\$1,470.22	\$0.00	\$1,470.22	\$6,465.18
	83020-5950-900	Utilities - Other	\$5,488.36	\$1,771.60	\$0.00	\$1,771.60	\$7,259.96
	83030-5950-900	Utilities - Telephone/Fax	\$571.49	\$150.00	\$0.00	\$150.00	\$721.49

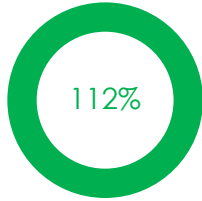
Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	83050-5950-100	Utilities - Water	\$747.06	\$204.36	\$0.00	\$204.36	\$951.42
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$5,800.40	\$1,168.29	\$0.00	\$1,168.29	\$6,968.69
	85020-5950-900	Bank Charges	\$1,063.40	\$343.39	\$0.00	\$343.39	\$1,406.79
	85050-5950-900	Cash Short/(Over)	(\$209.23)	\$138.87	\$81.86	\$57.01	(\$152.22)
	85060-5950-900	Cell Phone	\$600.00	\$200.00	\$0.00	\$200.00	\$800.00
	85070-5950-900	City Surcharge R & R	\$9,761.43	\$3,615.24	\$0.00	\$3,615.24	\$13,376.67
	85120-5950-900	Credit Card Discounts	\$11,097.67	\$3,357.64	\$0.00	\$3,357.64	\$14,455.31
	85150-5950-900	Dues & Subscriptions	\$385.00	\$0.00	\$0.00	\$0.00	\$385.00
	85160-5950-100	Education & Training	\$0.00	\$400.00	\$0.00	\$400.00	\$400.00
	85190-5950-900	Employee Relations	\$664.39	\$2,644.72	\$3,009.07	(\$364.35)	\$300.04
	85200-5950-100	Employee Testing	\$0.00	\$29.00	\$0.00	\$29.00	\$29.00
	85280-5950-900	Insurance Expense	\$18,389.07	\$6,129.69	\$0.00	\$6,129.69	\$24,518.76
	85320-5950-900	Member Relations	\$0.00	\$17.00	\$17.00	\$0.00	\$0.00
	85390-5950-900	O/S - Accounting	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00
	85480-5950-900	Payroll Processing Fee	\$1,160.36	\$815.83	\$400.00	\$415.83	\$1,576.19
	85490-5950-900	Postage/Shipping	\$430.87	\$334.19	\$0.00	\$334.19	\$765.06
	85610-5950-900	Tax/Licenses/Fees	(\$90.00)	\$0.00	\$30.00	(\$30.00)	(\$120.00)
	85710-5950-900	Travel - Meals	\$476.61	\$598.16	\$0.00	\$598.16	\$1,074.77
	85720-5950-900	Travel - Other	\$972.49	\$0.00	\$0.00	\$0.00	\$972.49
	90000-5950-900	Management Fee	\$18,922.38	\$6,307.46	\$0.00	\$6,307.46	\$25,229.84
	98020-5950-900	Deprec - Mach & Equip	\$69.36	\$23.12	\$0.00	\$23.12	\$92.48
	98040-5950-900	Deprec - Buildings	\$217.23	\$72.41	\$0.00	\$72.41	\$289.64
	R002A-5950-100	Rounds - Annual	5,118.00	381.00	0.00	381.00	5,499.00
	R003A-5950-100	Rounds - Group	5,411.00	571.00	0.00	571.00	5,982.00
	R005A-5950-100	Rounds - Green Fee - Hotel	5.00	0.00	0.00	0.00	5.00
	R006A-5950-100	Rounds - Green Fee - Junior	827.00	50.00	0.00	50.00	877.00
	R007A-5950-100	Rounds - Green Fee - League	7,444.00	493.00	0.00	493.00	7,937.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	1,950.00	190.00	0.00	190.00	2,140.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	203.00	10.00	0.00	10.00	213.00
	R012A-5950-100	Rounds - Green Fee - Outing	3,239.00	465.00	0.00	465.00	3,704.00
	R014A-5950-100	Rounds - Resident	23,037.00	1,438.00	0.00	1,438.00	24,475.00
	R015A-5950-100	Rounds - Green Fee - Senior	8,412.00	653.00	0.00	653.00	9,065.00
	R016A-5950-100	Rounds - Green Fee - Staff	1,888.00	120.00	0.00	120.00	2,008.00
	R017A-5950-100	Rounds - Green Fee - Trade	1,461.00	108.00	0.00	108.00	1,569.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	150.00	0.00	0.00	0.00	150.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
Grand Totals:			153	\$0.00	\$977,863.33	\$977,863.33	\$0.00

Sales & Marketing Snapshot

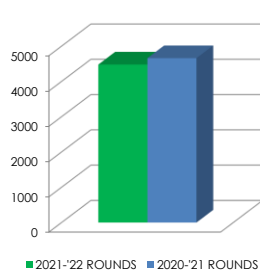
JANUARY 2022

Report Date: 2/17/22

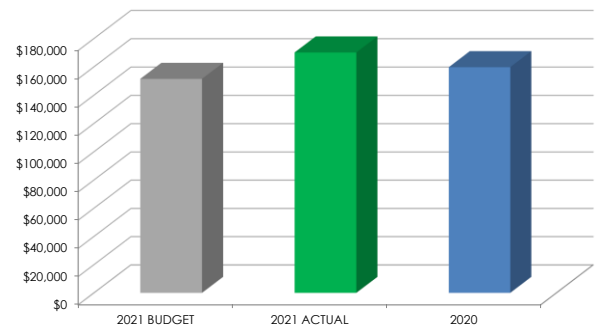
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$151,466
ACTUAL MONTHLY REVENUE	\$170,132
VARIANCE TO BUDGET	\$18,666
PY MONTHLY REVENUE	\$159,733



JANUARY

2021 -'22 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$131,162
Outings	\$19,000
Merchandise	\$11,761
Payroll Expense	\$68,433
OpEx	\$49,350

2021 -'22 Actuals

REVENUE CLASS	AMOUNT
Total Golf	\$146,646
Outings	\$31,111
Merchandise	\$15,380
Payroll Expense	\$72,980
OpEx	\$44,703

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$139,638
Outings	\$27,047
Merchandise	\$11,647
Payroll Expense	\$62,882
OpEx	\$46,464

2021-'22 ROUNDS

4479

2020-'21 ROUNDS

4660

JANUARY ACTION ITEMS / STRATEGIES / COMMENTS

- * Revenues increased by 12% over budget for the month of January and 7% over previous year
- * Revenue budget exceeded even with reduced number of rounds due to multiple days of frost and restricted play
- * Hosted multiple Tournaments during the month for local charities and fundraisers
- * Beginner & Intermediate clinic were held during January
- *
- *
- *
- *

CYPRESS PASS SALES

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

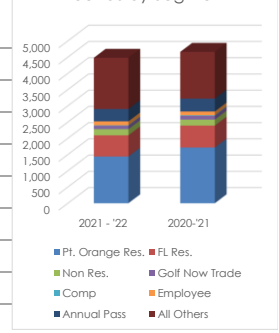
WEATHER INFORMATION

PLAYABLE DAYS	
2021	2022
28	27
PRECIPITATION IN INCHES	
2021	2022
3.1	2.3

ROUNDS SEGMENTATION

SEGMENT	2021 - '22	2020-'21
Pt. Orange Res.	1,438	1,715
FL Res.	653	675
Non Res.	190	184
Golf Now Trade	104	117
Comp	12	17
Employee	124	116
Annual Pass	379	397
All Others	1,579	1,439
TOTAL	4,479	4,660

Rounds by Segment



TRUE REVIEW SUMMARY

2022 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.5	9.6	9.1	9.7	95.2	42
2021 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.4	9.8	8.9	9.6	82.9	35



February 16th, 2021

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for January 2022 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING January 2022								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 91,489	\$ 78,913	\$ 12,576		\$ 310,790	\$ 232,815	\$ 248,967	\$ 77,975
Cart Fees	\$ 55,157	\$ 52,249	\$ 2,908		\$ 195,704	\$ 159,149	\$ 158,330	\$ 36,555
Range	\$ 4,490	\$ 4,800	\$ (310)		\$ 18,568	\$ 15,300	\$ 14,652	\$ 3,268
Pro- Shop Revenues	\$ 15,380	\$ 11,761	\$ 3,619		\$ 42,732	\$ 37,644	\$ 37,270	\$ 5,088
City Surcharge R/R	\$ 3,615	\$ 3,743	\$ (128)		\$ 13,377	\$ 11,671	\$ 11,671	\$ 1,706
Total Revenue	\$ 170,131	\$ 151,466	\$ 18,665		\$ 581,171	\$ 456,579	\$ 470,890	\$ 124,592
Cost of Sales	\$ 9,570	\$ 5,795	\$ 3,775		\$ 23,436	\$ 20,161	\$ 21,297	\$ 3,275
Merchandise	\$ 9,570	\$ 5,795	\$ 3,775	72%	\$ 23,436	\$ 20,161	\$ 21,297	\$ 3,275 64%
Gross Margin	\$ 160,561	\$ 145,671	\$ 14,890		\$ 557,735	\$ 436,418	\$ 449,593	\$ 121,317
Total Payroll	\$ 72,980	\$ 68,433	\$ 4,547		\$ 276,454	\$ 268,664	\$ 241,830	\$ 7,790
Total Operating Expenses	\$ 44,703	\$ 49,350	\$ (4,647)		\$ 202,603	\$ 185,849	\$ 182,825	\$ 16,754
EBITDA	\$ 42,879	\$ 27,888	\$ 14,991		\$ 78,677	\$ (18,094)	\$ 24,937	\$ 96,771
Other Expenses	\$ 6,403	\$ 6,464	\$ (61)		\$ 25,612	\$ 25,857	\$ 25,117	\$ (245)
Management Fee	\$ 6,307	\$ 6,369	\$ (62)		\$ 25,230	\$ 25,477	\$ 24,735	\$ (247)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 95	\$ 1		\$ 382	\$ 380	\$ 382	\$ 2
Net Cash From Ops	\$ 36,476	\$ 21,424	\$ 15,052		\$ 53,065	\$ (43,951)	\$ (180)	\$ 97,016
Rounds								
Total Rounds	4,479	4,432	47		16,656	14,287	14,655	2,369
Paid Rounds	3,860	3,820	40		14,128	12,065	12,462	2,063
Avg. GF/CF Total rounds	\$32.74	\$29.59	\$ 3.15		\$30.41	\$27.44	\$27.79	\$ 2.97
Avg. GF/CF Paid rounds	\$37.99	\$34.34	\$ 3.66		\$35.85	\$32.49	\$32.68	\$ 3.36
Avg. Merchandise/round	\$3.43	\$2.65	\$ 0.78		\$2.57	\$2.63	\$2.54	\$ (0.07)

Overview:

- Overall golf revenues for January finished 12% higher than the projected budget for the month. Our number of rounds compared to the previous year were reduced, however the revenue was higher due to incredible golf course conditions and highly ranked customer service by the team at Cypress Head. The range revenues were equal to the budget & Pro Shop revenues were higher to the budget. The revenues were higher Year over Year by 7%.
- Total payroll for the month was higher to the projected budget due to increases in labor costs to maintain proper staffing levels for customer satisfaction.
- Our operating expenses finished lower than the budgeted amount due to the timing of invoices.
- The month of January is the fourth month in our fiscal year 2021-2022. Overall revenues are increased by 27% for the current year. Our payroll is slightly higher than budgeted due to increase in labor hours. The operating expenses are higher than budgeted due to supply chain issues and overall costs of materials.

R&R Projects:

- There were no projects for the month of January 2022.

Tee Sheet Activity:

- There were 4,479 total rounds for the month which included 3,860 paid rounds, 381 Annual with Cypress Pass member rounds and 238 other rounds. The round type for the month included 3,317 eighteen-hole rounds and 1058 nine-hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

January 2022 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	3860	3820	4013	14128	12462
Annual	381	387	397	1481	1340
Other rounds	238	225	250	1047	853
Total Rounds	4479	4432	4660	16656	14655

Departmental Summaries:

Course & Grounds/Range

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head and along with his guidance, Cypress Head is the Best Golf Course for both Flagler and Volusia Counties.
- Expenses for the month were lower than projected due to timing of invoices. The maintenance team continues to top dress the greens on a regular basis to help reduce thatch and grain to improve the putting surfaces. Tee boxes were also fertilized this month to enhance the playability of those areas.
- The maintenance team also solid tined the putting surfaces to relieve compaction and increase air movement to the root structure. The team has also been working on course improvements including drainage, irrigation and tree trimming maintenance.

Golf Shop/Carts

- The golf shop at Cypress Head is starting to receive merchandise from Callaway, Titleist and Footjoy as most manufacturers have started to ship products delayed by the supply chain issues.
- Our annual gift card promotion resulted in \$650.00 in gift card sales along with our Pro Shop sales which generated over \$15,380.00 in revenue.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. A new fleet of golf carts are on order with an expected shipping date in 2022.
- The staff at Cypress Head Golf Course is offering individual lessons as well as group lessons in January. A new series of Golf Get Ready clinics for beginners and intermediate players was also held in January.
- The MGA and the WGA have continued their league play for the month of January and we have seen an increase in participation from our northern friends & new golfers.

Marketing and Sales:

- Cypress Head hosted multiple tournaments in January benefitting local charities.
- We are continuing our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- POSD Chamber of Commerce is keeping us informed regarding the challenges of the business and local community.

- We continue to maintain our database of emails with approximately 11,000 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 2/14/2022 10:30 AM MST

Data current as of: 2/14/2022 10:29 AM MST

Key:	Poor	Acceptable	Excellent
-------------	--	--	--

REPORT CRITERIA

Date of Survey	1/1/22 - 1/31/22
Select level:	Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	95.2	9.5	9.6	9.1	9.7	42
Cypress Head Golf Club	95.2	9.5	9.6	9.1	9.7	42

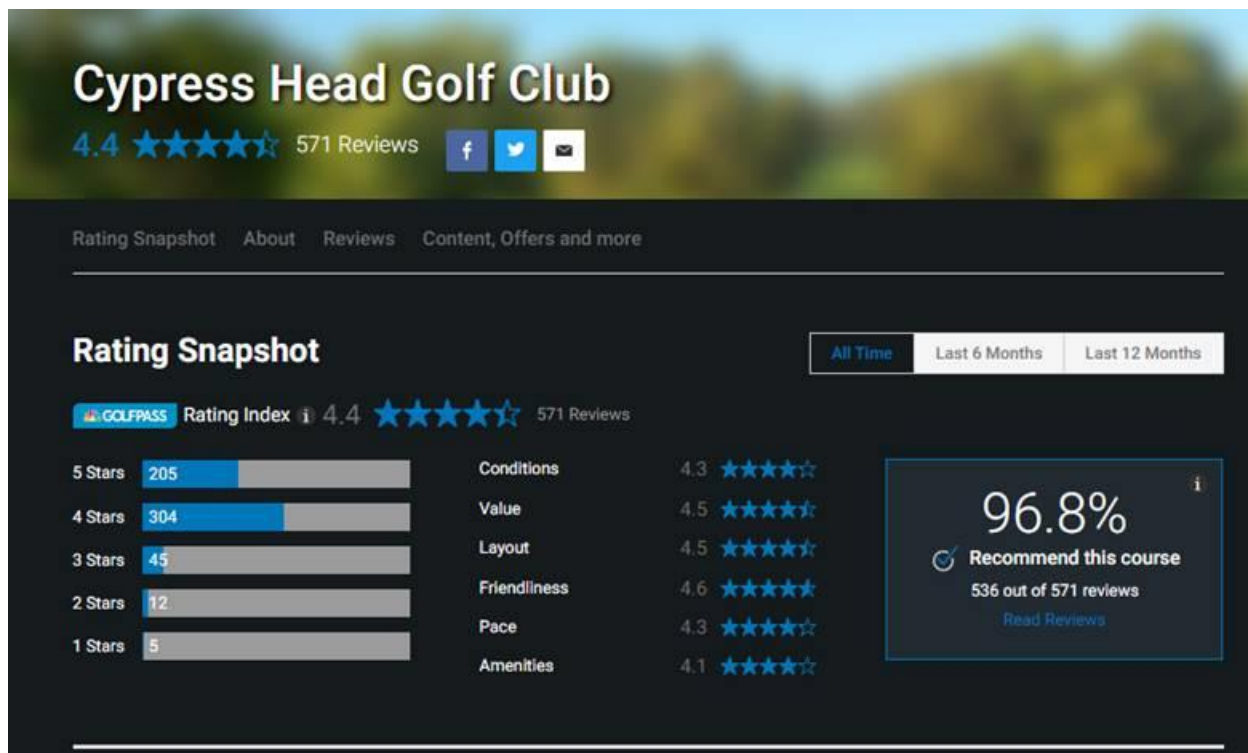
Copyright © 2022 by InMoment.
All rights reserved.

POWERED BY  InMoment

inmoment

- Course summary report for January 2022 showed an overall rating for the golf course of 9.5 with a course rating of 9.1 and our service rating is at 9.6. Our entire team works extremely hard to maintain pace of play as well as making the golfing experience very enjoyable.

- In addition to the report above, we have also started using a new Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



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

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- The team at Cypress Head enjoys working with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

The Golf Club at Cypress Head

For the Month Ending February 28, 2022

	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21	11/30/21	12/31/21	01/31/22	02/28/22	YTD2019
REVENUES														
Green Fees & Cart Fees	133,308.83	165,639.35	143,131.74	138,027.00	87,672.28	96,409.14	77,229.74	91,818.24	111,022.18	118,203.96	130,620.88	146,646.41	174,387.59	321,034.00
Merchandise	6,908.60	11,842.11	12,002.67	8,858.95	8,371.71	7,351.96	6,600.09	7,376.28	7,783.55	7,562.30	7,808.70	13,122.82	6,291.91	19,414.73
Other Pro Shop	4,743.90	1,680.00	1,445.00	1,130.00	2,977.00	3,599.00	908.00	1,464.91	1,818.00	1,700.00	690.00	2,257.00	4,558.00	6,786.00
Range	4,023.23	5,075.06	4,847.58	4,778.02	3,546.62	3,565.42	3,126.44	3,641.92	4,310.84	4,561.82	5,204.78	4,490.38	5,083.52	9,573.90
Other Operating Revenues	3,343.11	4,266.27	3,735.09	3,719.11	2,739.23	2,623.87	2,296.89	2,579.83	3,130.25	3,208.69	3,422.24	3,815.24	4,048.58	7,663.82
TOTAL REVENUE	152,326.77	188,332.79	165,162.09	156,513.08	104,997.84	113,649.39	90,161.16	108,781.18	128,964.77	135,266.77	147,706.90	170,131.85	194,319.60	364,451.45
COST OF SALES														
Merchandise	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.19	4,444.50	4,694.96	9,569.52	4,398.65	13,968.17
TOTAL COGS	4,831.76	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.19	4,444.50	4,694.96	9,569.52	4,398.65	13,968.17
COGS - Merchandise %	69.9%	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%	62.4%	60.7%	58.5%	60.1%	72.9%	69.9%	142.8%
PAYROLL														
Course and Grounds	31,632.30	32,463.30	30,970.73	30,760.37	29,524.13	30,532.23	32,618.04	32,426.99	33,590.91	33,501.70	35,373.15	38,953.74	35,263.11	74,216.85
Carts, Range, Starters, Etc.	7,006.60	8,689.20	7,652.25	6,319.07	7,632.29	8,751.38	6,598.97	7,127.41	8,162.02	8,620.62	8,935.55	9,533.03	8,387.46	16,800.49
Pro Shop	5,770.77	6,938.55	5,888.14	6,545.47	7,065.11	9,167.24	6,333.96	6,321.24	7,711.88	8,846.52	6,739.89	7,310.81	6,802.65	14,113.46
General and Administrative	12,713.14	13,383.61	12,695.50	13,165.87	11,925.20	13,897.70	13,295.23	11,629.22	13,460.46	13,177.65	13,102.54	13,949.10	10,642.11	24,591.21
Marketing	4,850.25	4,915.41	4,948.65	4,904.27	4,433.95	4,680.69	4,583.00	1,410.15	4,217.61	4,525.94	4,504.63	4,233.20	5,532.05	9,785.26
TOTAL PAYROLL	61,973.06	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20	58,915.01	68,142.86	66,676.43	68,655.76	72,879.88	66,607.38	139,587.26
OPERATING EXPENSES														
Course and Grounds	30,668.15	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33	25,243.86	33,365.94	28,660.14	19,071.07	19,683.85	15,865.35	20,881.87	36,747.22
Carts, Range, Starters, Etc.	6,958.29	8,167.60	8,308.22	5,892.53	6,169.74	5,959.61	6,970.57	5,701.45	5,371.44	6,095.18	5,198.50	5,657.69	6,279.93	11,937.62
Pro Shop	4,163.34	733.19	12.73	70.15	94.48	742.87	2,752.98	2,197.58	165.56	0.00	225.00	39.23	4,304.00	4,343.23
General and Administrative	16,713.09	17,671.46	19,297.70	20,308.43	18,494.65	18,314.96	17,572.35	22,966.41	20,413.44	22,535.76	25,091.66	21,972.41	23,361.67	46,534.08
Marketing	1,061.13	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59	2,36.94	1,062.25	1,278.61	1,491.40	1,168.29	872.61	1,168.29	2,040.90
TOTAL OPERATING EXPENSES	59,494.00	41,696.84	51,567.90	58,688.01	50,229.47	45,489.36	52,478.90	65,295.63	55,889.19	50,332.40	51,678.41	44,702.97	55,900.08	100,603.05
TOTAL EXPENSES	126,298.82	115,801.41	121,495.58	127,674.94	116,069.46	116,737.35	119,925.70	128,816.66	128,759.26	121,452.33	125,029.13	127,252.37	126,906.11	254,158.48
EBITDA	25,027.95	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(25,764.54)	(22,035.46)	(894.49)	13,814.44	22,677.77	42,879.48	67,413.49	110,292.97

The Golf Club at Cypress Head

For the Month Ending February 28, 2022

	02/28/21	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21	11/30/21	12/31/21	01/31/22	02/28/22	YTD2019
EBITDA	26,027.95	72,531.38	43,666.50	28,836.14	(11,070.62)	(2,887.96)	(29,764.54)	(22,035.48)	(694.49)	13,814.44	22,677.77	42,879.48	67,413.49	110,292.97
MANAGEMENT FEES	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,307.46)	(6,307.46)	(6,307.46)	(6,307.46)	(6,307.46)	(12,614.92)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)														
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(191.06)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPEN	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(191.06)
NET INCOME	19,748.84	66,252.07	37,382.72	22,558.83	(17,349.93)	(9,167.27)	(36,043.85)	(28,314.79)	(7,097.48)	7,411.45	16,274.76	36,476.49	61,010.50	97,486.99
Paid Rounds	3,611.00	4,726.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00	2,785.00	3,295.00	3,398.00	3,575.00	3,860.00	4,373.00	8,233.00
Annual Pass Rounds	327.00	366.00	372.00	361.00	317.00	311.00	274.00	320.00	375.00	334.00	391.00	381.00	443.00	824.00
Other Rounds	228.00	267.00	234.00	256.00	228.00	241.00	208.00	230.00	280.00	261.00	268.00	236.00	243.00	481.00
Total Rounds	4,166.00	5,359.00	4,764.00	4,652.00	3,419.00	3,657.00	2,935.00	3,335.00	3,950.00	3,993.00	4,234.00	4,479.00	5,059.00	9,538.00
Revenue/Paid Rounds	42.18	39.85	39.72	38.79	36.53	36.67	36.76	38.34	38.87	39.81	41.32	44.08	44.44	88.51
Revenue/Total Rounds	36.56	34.55	34.67	33.64	30.71	31.13	30.74	32.02	32.42	33.88	34.65	37.98	38.41	76.40
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended February 28, 2022

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(694)	13,814	22,678	42,879	67,413	0	0	0	0	0	0	0
Management Fee Expense	(6,307)	(6,307)	(6,307)	(6,307)	(6,307)	0	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	0	0	0	0	0	0	0
Net Income	(7,097)	7,411	16,275	36,476	61,011	0	0	0	0	0	0	0
Working Capital Changes												
Inventory	(7,684)	(3,250)	(1,286)	1,455	(3,876)	0	0	0	0	0	0	0
Receivables	168,611	633	3,862	(3,666)	3,576	0	0	0	0	0	0	0
Prepaid Expenses	3,667	(7,027)	(5,610)	(698)	26,242	0	0	0	0	0	0	0
Payables	(5,285)	15,310	(4,893)	16,939	8,625	0	0	0	0	0	0	0
Due to from the City	0	(509)	0	(190)	0	0	0	0	0	0	0	0
Accrued Expenses	(849)	(1,293)	(1,182)	10,414	6,642	0	0	0	0	0	0	0
Deferred Revenues	(49,701)	9,431	6,128	(29,035)	(5,178)	0	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	0	0	0	0	0	0	0
Operating Cash Flow	101,756	20,802	13,390	31,790	97,137	0	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	101,756	20,802	13,390	31,790	97,137	0	0	0	0	0	0	0
Beginning Cash	71,692	173,448	194,251	207,640	239,430	327,393	335,382	348,421	348,421	348,421	348,421	348,421
Net Cash Flows	101,756	20,802	13,390	31,790	97,137	0	0	0	0	0	0	0
Ending Cash	173,448	194,251	207,640	239,430	336,566	327,393	335,382	348,421	348,421	348,421	348,421	348,421

The Golf Club at Cypress Head
For the Five Months Ending February 28, 2022

	<u>02/28/22</u>	<u>09/30/21</u>	<u>02/28/21</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	292,532	65,792	135,738
Cash - Payroll	33,511	4,550	28,361
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>327,393</u>	<u>71,692</u>	<u>165,450</u>
Accounts Receivable			
A/R Member	1,650	174,666	426
Total Accounts Receivable	<u>1,650</u>	<u>174,666</u>	<u>426</u>
Other Current Assets			
Inventory - Merchandise	31,673	17,032	32,793
Prepaid Insurance	11,821	30,451	9,824
Prepaid Exp - Other	20,281	18,224	31,111
Total Other Current Assets	<u>63,775</u>	<u>65,707</u>	<u>73,728</u>
TOTAL CURRENT ASSETS	<u>392,818</u>	<u>312,065</u>	<u>239,604</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(30,446)	(29,968)	(29,300)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>5,702</u>	<u>6,180</u>	<u>6,848</u>
TOTAL ASSETS	<u><u>398,520</u></u>	<u><u>318,245</u></u>	<u><u>246,452</u></u>

The Golf Club at Cypress Head
For the Five Months Ending February 28, 2022

	<u>02/28/22</u>	<u>09/30/21</u>	<u>02/28/21</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	79,059	48,363	83,593
Accts Pay - Other	(4,733)	(4,033)	(44,193)
Accrued Expenses	4,227	7,395	738
Accrued Payroll	39,604	17,841	40,087
Accrued Taxes	11,744	6,072	9,150
Accrued Interest	0	10,535	0
Deferred Revenue	154,544	222,898	137,507
TOTAL CURRENT LIABILITIES	<u>284,444</u>	<u>309,071</u>	<u>226,883</u>
 TOTAL LIABILITIES	 <u>284,444</u>	 <u>309,071</u>	 <u>226,883</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>114,076</u>	<u>9,174</u>	<u>19,569</u>
Net Retained Earnings	<u>114,076</u>	<u>9,174</u>	<u>19,569</u>
Stockholders Equity	<u>114,076</u>	<u>9,174</u>	<u>19,569</u>
TOTAL STOCKHOLDER'S EQUITY	<u>114,076</u>	<u>9,174</u>	<u>19,569</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>398,520</u></u>	 <u><u>318,245</u></u>	 <u><u>246,452</u></u>

**The Golf Club at Cypress Head
Course Cash Flow Report
February 28, 2022**

	<u>February</u>	<u>YTD</u>
EBITDA	\$67,413.49	\$146,090.69
Management Fee Expense	(6,307.46)	(31,537.30)
Depreciation & Amortization	(95.53)	(477.65)
Net Income	61,010.50	114,075.74
Working Capital Changes		
Inventory	(3,875.96)	(14,641.16)
Receivables	3,576.01	173,015.42
Payables	8,625.21	30,696.05
Due to from the City		(699.37)
Prepays	26,241.73	16,573.59
Accrued Liabilities	6,641.76	13,730.52
Other Liabilities	(5,178.18)	(68,354.09)
Depreciation & Amortization	95.53	477.65
Operating Cash Flow	97,136.60	264,874.35
Investing Cash Flows	<u> </u>	<u> </u>
Financing Cash Flow	<u> </u>	<u> </u>
Net Cash Flows	<u>97,136.60</u>	<u>264,874.35</u>
Beginning Cash	239,429.89	71,692.14
Net Cash Flows	<u>97,136.60</u>	<u>264,874.35</u>
Ending Cash	<u>336,566.49</u>	<u>336,566.49</u>

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 28, 2022

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												
112,399	80,030	140%	83,823	134%	Green Fees	423,189	312,845	135%	332,789	127%	762,266	917,473
61,988	49,486	125%	49,486	125%	Cart Fee	257,692	208,635	124%	207,816	124%	497,225	563,335
3,320	3,800	87%	3,600	92%	Handicap Fee	3,875	4,503	86%	4,263	91%	4,849	4,195
958	853	112%	853	112%	Lessons	5,788	4,014	144%	4,014	144%	11,764	16,442
230	290	79%	290	79%	Rental Clubs	1,270	1,020	125%	1,020	125%	2,450	3,200
6,292	7,200	87%	6,909	91%	Retail	42,599	40,250	106%	39,625	108%	90,550	104,803
5,084	4,100	124%	4,023	126%	Range	23,651	19,400	122%	18,675	127%	44,300	52,132
4,049	3,346	121%	3,343	121%	City Surcharge R & R	17,425	15,017	116%	15,014	116%	36,122	39,707
194,320	149,105	130%	152,327	128%	Total Revenues	775,490	605,684	128%	623,216	124%	1,449,526	1,701,287
COST OF GOODS SOLD												
4,399	4,392	100%	4,832	91%	COGS - Merchandise	27,835	24,553	113%	26,129	107%	55,236	66,896
4,399	4,392	100%	4,832	91%	Total COGS	27,835	24,553	113%	26,129	107%	55,236	66,896
189,921	144,713	131%	147,495	129%	GROSS MARGIN	747,655	581,131	129%	597,087	125%	1,394,291	1,634,391
69.91%	61.00%	114.61%	69.94%	99.96%	COGS - Merchandise %	65.34%	61.00%	107.12%	65.94%	99.09%	61.00%	758.55%
PAYROLL												
24,035	24,244	99%	21,817	110%	Gross Payroll - Salaried	118,942	119,657	99%	114,786	104%	290,959	279,718
34,567	30,454	114%	27,470	126%	Gross Payroll - Hourly	171,252	163,178	105%	140,388	122%	395,936	384,310
58,602	54,698	107%	49,286	119%	S/T Wages	290,194	282,834	103%	255,175	114%	686,895	664,028
4,297	4,184	103%	3,615	119%	Payroll Tax - FICA	21,417	21,637	99%	18,960	113%	52,547	49,487
741	409	181%	1,250	59%	Payroll Tax - UC	1,761	1,152	153%	3,326	53%	1,172	1,172
1,122	1,061	106%	1,436	78%	Payroll Tax - WC	5,262	5,487	96%	5,013	105%	13,718	12,526
1,845	4,481	41%	6,386	29%	Benefits	24,427	22,388	109%	21,329	115%	54,616	57,861
8,005	10,136	79%	12,687	63%	S/T Adders	52,867	50,664	104%	48,629	109%	123,205	121,046
66,607	64,834	103%	61,973	107%	TOTAL PAYROLL	343,061	333,498	103%	303,803	113%	810,100	785,074
OPERATING EXPENSES												
178	700	25%	760	23%	Cart Supplies	1,128	1,000	113%	797	141%	1,750	1,844
850	0	0%	0	0%	Chemicals	3,536	2,230	159%	2,162	164%	4,990	6,538
60	0	0%	0	0%	Course Accessories	2,320	0	0%	8	29814%	1,320	5,063
14,499	17,000	85%	17,023	85%	Fertilizer	24,514	26,350	93%	26,357	93%	53,050	50,016
0	0	0%	0	0%	Flowers/Decor	515	900	57%	873	59%	900	515
744	570	130%	565	132%	Fuel	6,570	3,320	198%	3,329	197%	10,120	14,837
0	0	0%	0	0%	Fungicides	2,161	1,400	154%	1,371	158%	4,300	2,376
0	1,300	0%	1,277	0%	Herbicides	4,396	7,100	62%	7,112	62%	23,600	16,724
0	600	0%	616	0%	Insecticides	713	600	119%	616	116%	6,000	11,389
545	400	136%	383	142%	Janitorial Supplies	3,882	2,850	136%	2,771	140%	6,550	8,221
36	0	0%	0	0%	Laundry/Uniforms	924	1,100	84%	23	4089%	1,550	1,922
372	450	83%	445	84%	Office Supplies	2,259	1,500	151%	1,448	156%	3,515	4,226
0	0	0%	0	0%	Range Balls	1,760	1,350	130%	1,350	130%	2,700	3,064
0	0	0%	0	0%	Range Equipment	226	660	34%	667	34%	1,360	2,754
511	0	0%	0	0%	Range Expenses	971	0	0%	0	0%	300	1,825
1,210	1,100	110%	1,127	107%	Sand/Topdress	3,465	3,200	108%	3,352	103%	10,700	10,739
(700)	0	0%	0	0%	Seeds/Trees	4,115	3,400	121%	3,415	120%	9,400	8,175
0	200	0%	172	0%	Small Tools	519	200	260%	172	302%	2,810	3,849
0	0	0%	0	0%	Supplies	98	200	0%	680	0%	600	3,536
0	0	0%	0	0%	Tournament Expense	74	80	123%	74	133%	180	130
676	229	295%	229	296%	Alarm System	1,235	1,145	108%	1,143	108%	2,748	1,463
0	75	0%	109	0%	Cart Repairs	344	375	92%	109	316%	900	1,576
160	50	320%	42	384%	Computer Service	799	430	186%	419	191%	1,490	2,550
812	812	100%	812	100%	Contract Cleaning	3,248	4,060	80%	4,060	80%	9,744	8,120
0	0	0%	20	0%	Guest Relations	0	0	0%	20	0%	0	61
4,304	4,000	108%	3,990	108%	Handicap Expense	4,529	4,165	108%	4,165	109%	4,630	5,024
525	550	95%	569	92%	Irrigation	3,466	4,955	70%	4,912	71%	13,330	11,328
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	0	0%	0	0%	Repair & Maint - Paths	0	1,000	0%	0	0%	3,000	0
1,417	1,500	94%	1,495	95%	Repair & Maint - Equipment	6,506	7,100	92%	6,930	94%	17,550	18,973
212	460	46%	483	44%	Repair & Maint - Building	3,189	4,310	74%	4,379	73%	10,230	8,718
4,493	6,200	72%	4,974	90%	Cart Lease	18,632	26,096	71%	24,870	75%	69,496	52,133
172	5,721	3%	5,721	3%	Equipment Lease	30,864	28,605	108%	28,605	108%	68,652	77,921
0	176	0%	176	0%	Off-Site Storage	704	880	80%	880	80%	2,112	1,936
1,338	1,200	112%	1,188	113%	Utilities - Electric	6,274	5,700	110%	5,676	111%	13,600	14,578
3,425	2,900	118%	3,002	114%	Utilities - Other	17,151	14,150	121%	14,125	121%	38,350	43,749
0	150	0%	228	0%	Utilities - Telephone/Fax	721	750	96%	870	83%	1,800	2,219
212	200	106%	220	96%	Utilities - Water	1,164	1,050	111%	1,085	107%	2,450	2,681
873	2,200	40%	1,951	83%	Advertising & Promotion	7,841	7,950	98%	5,670	138%	23,190	20,333
321	360	89%	358	90%	Bank Charges	1,728	2,005	86%	2,012	86%	4,375	4,341
55	0	0%	(49)	-111%	Cash Short/(Over)	(98)	0	0%	(128)	76%	0	(246)
200	200	100%	150	133%	Cell Phone	1,000	1,000	100%	950	105%	2,400	2,450
4,049	3,343	121%	3,343	121%	City Surcharge R & R	17,425	15,014	116%	15,014	116%	36,136	39,707

The Golf Club at Cypress Head
Summary of All Units
For the Five Months Ending February 28, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
3,618	2,950	123%	2,944	123%	Credit Card Discounts	18,073	13,360	135%	13,215	137%	29,160	37,873
(5)	0	0%	(5)	100%	Donations	(5)	150	-3%	125	-4%	700	581
0	0	0%	0	0%	Dues & Subscriptions	385	570	68%	505	76%	1,600	1,447
0	0	0%	0	0%	Education & Training	400	400	100%	400	100%	400	550
528	150	352%	12	4274%	Employee Relations	828	1,400	59%	1,284	65%	2,750	1,718
0	0	0%	0	0%	Employee Testing	29	0	0%	0	0%	0	58
6,130	6,150	100%	5,312	115%	Insurance Expense	30,648	30,750	100%	26,433	116%	73,800	70,133
2,448	10	24482%	0	0%	Member Relations	2,448	50	4896%	0	0%	120	2,984
1,000	0	0%	0	0%	O/S - Accounting	10,000	9,250	108%	9,250	108%	13,250	13,900
0	0	0%	0	0%	O/S - Other	0	0	0%	5,680	0%	6,000	4,200
498	400	125%	393	127%	Payroll Processing Fee	2,074	1,810	115%	1,810	115%	4,050	4,749
152	350	43%	333	46%	Postage/Shipping	917	1,100	83%	1,083	85%	1,650	2,081
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(150)	550	-27%	(150)	100%	700	(35)
13	30	45%	29	46%	Travel - Meals	1,088	150	725%	315	345%	360	1,410
0	200	0%	25	0%	Travel - Other	972	1,000	97%	25	3890%	2,400	3,220
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	17
55,900	62,886	89%	59,494	94%	TOTAL OPERATING EXPENSES	258,503	248,735	104%	242,319	107%	609,568	623,949
67,413	16,993	397%	26,028	259%	EBITDA	146,091	(1,101)	-13263%	50,965	287%	(25,377)	225,368
6,307	6,369	99%	6,184	102%	Management Fee	31,537	31,847	99%	30,919	102%	76,432	74,824
6,307	6,369	99%	6,184	102%	Management Fees	31,537	31,847	99%	30,919	102%	76,432	74,824
0	0	0%	23	0%	Deprec - Office F,F&E	0	0	0%	0	0%	0	0
23	72	32%	0	0%	Deprec - Mach & Equip	116	360	32%	116	100%	864	277
72	72	100%	72	100%	Deprec - Buildings	362	362	100%	362	100%	869	869
96	144	66%	96	100%	S/T DEPR. & AMORT	478	722	66%	478	100%	1,733	1,146
61,011	10,479	582%	19,749	309%	NET INCOME	114,076	(33,670)	-339%	19,569	583%	(103,542)	149,398

The Golf Club at Cypress Head
Course & Grounds
For the Five Months Ending February 28, 2022

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												
112,399	80,030	140%	83,823	134%	Green Fees	423,189	312,845	135%	332,789	127%	762,266	917,473
4,049	3,346	121%	3,343	121%	City Surcharge R & R	17,425	15,017	116%	15,014	116%	36,122	39,707
116,448	83,376	140%	87,166	134%	Total Revenues	440,615	327,862	134%	347,804	127%	798,387	957,180
116,448	83,376	140%	87,166	134%	GROSS MARGIN	440,615	327,862	134%	347,804	127%	798,387	957,180
PAYROLL												
10,113	10,245	99%	8,778	115%	Gross Payroll - Salaried	48,812	49,661	98%	47,410	103%	121,374	114,425
21,201	18,174	117%	16,925	125%	Gross Payroll - Hourly	102,168	96,953	105%	87,783	116%	235,858	226,160
31,315	28,419	110%	25,703	122%	S/T Wages	150,980	146,615	103%	135,194	112%	357,232	340,585
2,271	2,174	104%	1,903	119%	Payroll Tax - FICA	11,093	11,216	99%	10,071	110%	27,328	25,132
396	214	186%	693	57%	Payroll Tax - UC	825	515	160%	1,726	48%	910	722
599	551	109%	743	81%	Payroll Tax - WC	2,713	2,844	95%	2,641	103%	7,135	6,320
682	2,003	34%	2,590	26%	Benefits	11,071	9,996	111%	6,815	162%	24,392	23,219
3,948	4,942	80%	5,930	67%	S/T Adders	25,702	24,571	105%	21,253	121%	59,765	55,393
35,263	33,361	106%	31,632	111%	TOTAL PAYROLL	176,683	171,186	103%	156,446	113%	416,997	395,978
OPERATING EXPENSES												
850	0	0%	0	0%	Chemicals	3,536	2,230	159%	2,162	164%	4,990	6,538
60	0	0%	0	0%	Course Accessories	2,320	0	0%	8	29814%	1,320	5,083
14,499	17,000	85%	17,023	85%	Fertilizer	24,514	26,350	93%	26,357	93%	53,050	50,016
0	0	0%	0	0%	Flowers/Decor	515	900	57%	873	59%	900	515
744	570	130%	565	132%	Fuel	6,570	3,320	198%	3,329	197%	10,120	14,837
0	0	0%	0	0%	Fungicides	2,161	1,400	154%	1,371	158%	4,300	2,376
0	1,300	0%	1,277	0%	Herbicides	4,396	7,100	62%	7,112	62%	23,600	16,724
0	600	0%	616	0%	Insecticides	713	600	119%	616	116%	6,000	11,389
1,210	1,100	110%	1,127	107%	Sand/Topdress	3,465	3,200	108%	3,352	103%	10,700	10,739
(700)	0	0%	0	0%	Seeds/Trees	4,115	3,400	121%	3,415	120%	9,400	8,175
0	200	0%	172	0%	Small Tools	519	200	260%	172	302%	2,810	3,849
525	550	95%	569	92%	Irrigation	3,466	4,955	70%	4,912	71%	13,330	11,328
0	0	0%	0	0%	Repair & Maint - Paths	0	1,000	0%	0	0%	3,000	0
1,417	1,400	101%	1,425	99%	Repair & Maint - Equipment	6,001	6,900	87%	6,861	87%	17,250	17,415
0	360	0%	360	0%	Repair & Maint - Building	152	1,160	13%	1,142	13%	4,940	261
172	5,721	3%	5,721	3%	Equipment Lease	30,864	28,605	108%	28,605	108%	68,652	77,921
241	200	120%	202	119%	Utilities - Electric	1,144	1,000	114%	1,000	114%	2,400	2,678
1,654	1,300	127%	1,390	119%	Utilities - Other	8,119	6,000	135%	6,000	135%	17,100	21,603
212	200	106%	220	96%	Utilities - Water	1,164	1,050	111%	1,085	107%	2,450	2,681
0	0	0%	0	0%	Education & Training	400	400	100%	400	100%	400	550
0	50	0%	0	0%	Employee Relations	0	300	0%	196	0%	750	(267)
0	0	0%	0	0%	Employee Testing	29	0	0%	0	0%	0	58
0	0	0%	0	0%	O/S - Other	0	0	0%	5,680	0%	6,000	4,200
0	0	0%	0	0%	Tax/Licenses/Fees	0	550	0%	0	0%	700	250
20,882	30,551	68%	30,668	68%	TOTAL OPERATING EXPENSES	104,162	100,620	104%	104,649	100%	264,162	268,918
60,303	19,464	310%	24,865	243%	EBITDA	159,770	56,056	285%	86,709	184%	117,229	292,283
60,303	19,464	310%	24,865	243%	NET INCOME	159,770	56,056	285%	86,709	184%	117,229	292,283

The Golf Club at Cypress Head
Carts
For the Five Months Ending February 28, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
61,988	49,486	125%	49,486	125%	REVENUES							
61,988	49,486	125%	49,486	125%	Cart Fee	257,692	208,635	124%	207,816	124%	497,226	563,335
61,988	49,486	125%	49,486	125%	Total Revenues	257,692	208,635	124%	207,816	124%	497,226	563,335
61,988	49,486	125%	49,486	125%	GROSS MARGIN	257,692	208,635	124%	207,816	124%	497,226	563,335
7,476	6,800	110%	6,118	122%	PAYROLL							
7,476	6,800	110%	6,118	122%	Gross Payroll - Hourly	39,312	36,671	107%	29,058	135%	88,643	88,250
					S/T Wages	39,312	36,671	107%	29,058	135%	88,643	88,250
620	520	119%	481	129%	Payroll Tax - FICA	3,142	2,805	112%	2,275	138%	6,781	7,135
132	68	194%	233	57%	Payroll Tax - UC	459	285	161%	583	79%	804	1,277
139	132	105%	173	80%	Payroll Tax - WC	709	711	100%	564	126%	1,770	1,650
0	5	0%	0	0%	Benefits	0	27	0%	0	0%	65	0
891	725	123%	888	100%	S/T Adders	4,310	3,828	113%	3,422	126%	9,421	10,062
8,367	7,525	111%	7,007	119%	TOTAL PAYROLL	43,622	40,500	108%	32,480	134%	98,064	98,312
178	700	25%	760	23%	OPERATING EXPENSES							
0	75	0%	109	0%	Cart Supplies	1,128	1,000	113%	797	141%	1,750	1,844
4,493	6,200	72%	4,974	90%	Cart Repairs	344	375	92%	109	316%	900	1,576
1,098	1,000	110%	986	111%	Cart Lease	18,632	26,096	71%	24,870	75%	69,496	52,133
5,769	7,975	72%	6,829	84%	Utilities - Electric	5,130	4,700	109%	4,677	110%	11,200	11,900
47,852	33,986	141%	35,651	134%	TOTAL OPERATING EXPENSES	25,234	32,171	78%	30,453	83%	83,346	67,452
47,852	33,986	141%	35,651	134%	EBITDA	188,836	135,964	139%	144,882	130%	315,816	397,570
47,852	33,986	141%	35,651	134%	NET INCOME	188,836	135,964	139%	144,882	130%	315,816	397,570

The Golf Club at Cypress Head
Range
For the Five Months Ending February 28, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
5,084	4,100	124%	4,023	126%	REVENUES							
5,084	4,100	124%	4,023	126%	Range	23,651	19,400	122%	18,675	127%	44,300	52,132
5,084	4,100	124%	4,023	126%	Total Revenues	23,651	19,400	122%	18,675	127%	44,300	52,132
5,084	4,100	124%	4,023	126%	GROSS MARGIN	23,651	19,400	122%	18,675	127%	44,300	52,132
0	0	0%	0	0%	OPERATING EXPENSES							
0	0	0%	0	0%	Range Balls	1,760	1,350	130%	1,350	130%	2,700	3,064
511	0	0%	0	0%	Range Equipment	226	660	34%	667	34%	1,360	2,754
0	100	0%	69	0%	Range Expenses	971	0	0%	0	0%	300	1,825
511	100	511%	69	0%	Repair & Maint - Equipment	0	200	0%	69	0%	300	0
					TOTAL OPERATING EXPENSES	2,957	2,210	134%	2,087	142%	4,660	7,643
4,573	4,000	114%	3,954	116%	EBITDA	20,694	17,190	120%	16,588	125%	39,640	44,489
4,573	4,000	114%	3,954	116%	NET INCOME	20,694	17,190	120%	16,588	125%	39,640	44,489

The Golf Club at Cypress Head
Golf Shop
For the Five Months Ending February 28, 2022

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												
3,320	3,800	87%	3,600	92%	Handicap Fee	3,875	4,503	86%	4,263	91%	4,849	4,195
958	853	112%	853	112%	Lessons	5,788	4,014	144%	4,014	144%	11,764	16,442
230	290	79%	290	79%	Rental Clubs	1,270	1,020	125%	1,020	125%	2,450	3,200
6,292	7,200	87%	6,909	91%	Retail	42,599	40,250	106%	39,625	108%	90,550	104,803
10,800	12,143	89%	11,652	93%	Total Revenues	53,532	49,787	108%	48,922	109%	109,613	128,640
COST OF GOODS SOLD												
4,399	4,392	100%	4,832	91%	COGS - Merchandise	27,835	24,553	113%	26,129	107%	55,236	66,896
4,399	4,392	100%	4,832	91%	Total COGS	27,835	24,553	113%	26,129	107%	55,236	66,896
6,401	7,751	83%	6,820	94%	GROSS MARGIN	25,697	25,235	102%	22,793	113%	54,378	61,744
69.91%	61.00%	114.61%	69.94%	99.96%	COGS - Merchandise %	65.34%	61.00%	107.12%	65.94%	99.09%	61.00%	758.55%
PAYROLL												
5,890	5,480	107%	4,426	133%	Gross Payroll - Hourly	29,771	29,553	101%	23,487	127%	71,436	70,060
5,890	5,480	107%	4,426	133%	S/T Wages	29,771	29,553	101%	23,487	127%	71,436	70,060
451	419	108%	325	139%	Payroll Tax - FICA	2,277	2,261	101%	1,773	128%	5,465	5,375
95	55	173%	158	60%	Payroll Tax - UC	212	127	167%	394	54%	350	435
110	106	103%	148	74%	Payroll Tax - WC	556	573	97%	470	118%	1,426	1,352
257	539	48%	714	36%	Benefits	2,596	2,695	96%	2,676	97%	6,576	6,446
913	1,119	82%	1,344	68%	S/T Adders	5,641	5,656	100%	5,313	106%	13,817	13,609
6,803	6,599	103%	5,771	118%	TOTAL PAYROLL	35,412	35,209	101%	28,800	123%	85,253	83,669
OPERATING EXPENSES												
0	50	0%	51	0%	Office Supplies	10	400	2%	322	3%	750	712
0	0	0%	0	0%	Supplies	0	200	0%	680	0%	600	3,536
0	0	0%	0	0%	Tournament Expense	98	80	123%	74	133%	180	130
4,304	4,000	108%	3,990	108%	Handicap Expense	4,529	4,180	108%	4,165	109%	4,630	5,024
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	100	0%	123	0%	Repair & Maint - Building	97	175	55%	196	50%	175	167
4,304	4,150	104%	4,163	103%	TOTAL OPERATING EXPENSES	4,734	5,035	94%	5,436	87%	7,085	11,338
(4,705)	(2,998)	157%	(3,114)	151%	EBITDA	(14,448)	(15,009)	96%	(11,443)	126%	(37,960)	(33,264)
(4,705)	(2,998)	157%	(3,114)	151%	NET INCOME	(14,448)	(15,009)	96%	(11,443)	126%	(37,960)	(33,264)

The Golf Club at Cypress Head
G & A
For the Five Months Ending February 28, 2022

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												
9,651	10,345	93%	9,387	103%	Gross Payroll - Salaried	51,822	51,723	100%	50,036	104%	125,150	123,088
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	60	0%	0	(160)
9,651	10,345	93%	9,387	103%	S/T Wages	51,822	51,723	100%	50,096	103%	125,150	122,928
660	791	83%	646	102%	Payroll Tax - FICA	3,614	3,957	91%	3,579	101%	9,574	8,665
64	37	176%	62	103%	Payroll Tax - UC	178	140	127%	406	44%	140	(1,004)
190	201	95%	273	70%	Payroll Tax - WC	945	1,003	94%	995	95%	2,499	2,351
77	1,934	4%	2,345	3%	Benefits	7,773	9,670	80%	9,104	85%	23,583	21,284
991	2,963	33%	3,326	30%	S/T Adders	12,510	14,770	85%	14,084	89%	35,796	31,296
10,642	13,307	80%	12,713	84%	TOTAL PAYROLL	64,332	66,494	97%	64,180	100%	160,946	154,224
OPERATING EXPENSES												
545	400	136%	383	142%	Janitorial Supplies	3,882	2,850	136%	2,771	140%	6,550	8,221
36	0	0%	0	0%	Laundry/Uniforms	924	1,100	84%	23	4089%	1,550	1,922
372	400	93%	395	94%	Office Supplies	2,249	1,100	204%	1,126	200%	2,765	3,514
676	229	295%	229	296%	Alarm System	1,235	1,145	108%	1,143	108%	2,748	1,483
160	50	320%	42	384%	Computer Service	799	430	186%	419	191%	1,490	2,550
812	812	100%	812	100%	Contract Cleaning	3,248	4,060	80%	4,060	80%	9,744	8,120
0	0	0%	20	0%	Guest Relations	0	0	0%	20	0%	0	61
0	0	0%	0	0%	Repair & Maint - Equipment	506	0	0%	0	0%	0	1,559
212	0	0%	0	0%	Repair & Maint - Building	2,940	2,975	99%	3,042	97%	5,115	8,290
0	176	0%	176	0%	Off-Site Storage	704	880	80%	880	80%	2,112	1,936
1,772	1,600	111%	1,612	110%	Utilities - Other	9,032	8,150	111%	8,125	111%	21,250	22,146
0	150	0%	228	0%	Utilities - Telephone/Fax	721	750	96%	870	83%	1,800	2,219
321	360	89%	358	90%	Bank Charges	1,728	2,005	86%	2,012	86%	4,375	4,341
55	0	0%	(49)	-111%	Cash Short/(Over)	(98)	0	0%	(128)	76%	0	(246)
200	200	100%	150	133%	Cell Phone	1,000	1,000	100%	950	105%	2,400	2,450
4,049	3,343	121%	3,343	121%	City Surcharge R & R	17,425	15,014	116%	15,014	116%	36,136	39,707
3,618	2,950	123%	2,944	123%	Credit Card Discounts	18,073	13,360	135%	13,215	137%	29,160	37,873
(5)	0	0%	(5)	100%	Donations	(5)	150	-3%	125	-4%	700	581
0	0	0%	0	0%	Dues & Subscriptions	385	570	68%	505	76%	1,600	1,447
528	100	528%	12	4274%	Employee Relations	828	1,100	75%	1,087	76%	2,000	1,984
6,130	6,150	100%	5,312	115%	Insurance Expense	30,648	30,750	100%	26,433	116%	73,800	70,133
2,448	10	24482%	0	0%	Member Relations	2,448	50	4896%	0	0%	120	2,984
1,000	0	0%	0	0%	O/S - Accounting	10,000	9,250	108%	9,250	108%	13,250	13,900
498	400	125%	393	127%	Payroll Processing Fee	2,074	1,810	115%	1,810	115%	4,050	4,749
152	350	43%	333	46%	Postage/Shipping	917	1,100	83%	1,083	85%	1,650	2,081
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(150)	0	0%	(150)	100%	0	(285)
13	30	45%	29	46%	Travel - Meals	1,088	150	725%	315	345%	360	1,410
0	200	0%	25	0%	Travel - Other	972	1,000	97%	25	3890%	2,400	3,220
0	0	0%	0	0%	Employee Meals	0	0	0%	0	0%	0	17
23,562	17,910	132%	16,713	141%	TOTAL OPERATING EXPENSES	113,575	100,749	113%	94,025	121%	227,125	248,365
(34,204)	(31,217)	110%	(29,426)	116%	EBITDA	(177,907)	(167,243)	106%	(158,204)	112%	(388,071)	(402,589)
6,307	6,369	99%	6,184	102%	Management Fee	31,537	31,847	99%	30,919	102%	76,432	74,824
6,307	6,369	99%	6,184	102%	Management Fees	31,537	31,847	99%	30,919	102%	76,432	74,824
0	0	0%	23	0%	Deprec - Office F,F&E	0	0	0%	0	0%	0	0
23	72	32%	0	0%	Deprec - Mach & Equip	116	360	32%	116	100%	864	277
72	72	100%	72	100%	Deprec - Buildings	362	362	100%	362	100%	869	869
96	144	66%	96	100%	S/T DEPR. & AMORT	478	722	66%	478	100%	1,733	1,146
(40,607)	(37,731)	108%	(35,706)	114%	NET INCOME	(209,922)	(199,811)	105%	(189,601)	111%	(466,236)	(478,559)

The Golf Club at Cypress Head
Marketing
For the Five Months Ending February 28, 2022

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							
4,270	3,654	117%	3,652	117%	Gross Payroll - Salaried	18,308	18,272	100%	17,340	106%	44,435	42,205
4,270	3,654	117%	3,652	117%	S/T Wages	18,308	18,272	100%	17,340	106%	44,435	42,205
295	280	106%	260	114%	Payroll Tax - FICA	1,292	1,398	92%	1,262	102%	3,399	3,179
53	37	146%	103	52%	Payroll Tax - UC	88	85	103%	217	40%	119	(258)
84	71	118%	99	85%	Payroll Tax - WC	339	355	96%	344	99%	887	852
830	0	0%	737	113%	Benefits	2,986	0	0%	2,734	109%	0	6,911
1,262	387	326%	1,199	105%	S/T Adders	4,705	1,838	256%	4,557	103%	4,406	10,685
5,532	4,041	137%	4,850	114%	TOTAL PAYROLL	23,013	20,110	114%	21,897	105%	48,841	52,890
					OPERATING EXPENSES							
873	2,200	40%	1,051	83%	Advertising & Promotion	7,841	7,950	99%	5,670	138%	23,190	20,233
873	2,200	40%	1,051	83%	TOTAL OPERATING EXPENSES	7,841	7,950	99%	5,670	138%	23,190	20,233
(6,405)	(6,241)	103%	(5,901)	109%	EBITDA	(30,855)	(28,060)	110%	(27,567)	112%	(72,031)	(73,122)
(6,405)	(6,241)	103%	(5,901)	109%	NET INCOME	(30,855)	(28,060)	110%	(27,567)	112%	(72,031)	(73,122)

The Golf Club at Cypress Head
Comparative Income Statement
For the Five Months Ending February 28, 2022

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	133,309	540,605	1,340,533	40%	174,388	680,881	1,259,492	54%
Merchandise	6,909	39,625	101,829	39%	6,292	42,599	90,550	47%
Other Pro Shop	4,743	9,297	22,201	42%	4,508	10,933	19,063	57%
Range	4,023	18,675	47,156	40%	5,084	23,651	44,300	53%
Other Operating Revenues	3,343	15,014	37,295	40%	4,049	17,425	36,122	48%
TOTAL REVENUE	152,327	623,216	1,549,014	40%	194,320	775,490	1,449,526	53%
COST OF SALES								
Merchandise	4,832	26,129	65,191	40%	4,399	27,835	55,236	50%
TOTAL COGS	4,832	26,129	65,191	40%	4,399	27,835	55,236	50%
COGS - Merchandise %	69.9%	65.9%	64.0%	103.0%	69.9%	65.3%	61.0%	107.1%
PAYROLL								
Course and Grounds	31,632	156,446	375,742	42%	35,263	176,683	416,997	42%
Carts, Range, Starters, Etc.	7,007	32,480	87,171	37%	8,367	43,622	98,064	44%
Pro Shop	5,771	28,800	77,058	37%	6,803	35,412	85,253	42%
General and Administrative	12,713	64,180	154,072	42%	10,642	64,332	160,946	40%
Marketing	4,850	21,897	51,773	42%	5,532	23,013	48,841	47%
TOTAL PAYROLL	61,973	303,803	745,816	41%	66,607	343,061	810,100	42%
OPERATING EXPENSES								
Course and Grounds	30,668	104,649	269,404	39%	20,882	104,162	264,162	39%
Carts, Range, Starters, Etc.	6,898	32,540	79,444	41%	6,280	28,191	88,006	32%
Pro Shop	4,163	5,436	12,040	45%	4,304	4,734	7,085	67%
General and Administrative	16,713	94,025	228,815	41%	23,562	113,575	227,125	50%
Marketing	1,051	5,670	18,061	31%	873	7,841	23,190	34%
TOTAL OPERATING EXPENSES	59,494	242,319	607,765	40%	55,900	258,503	609,568	42%
TOTAL EXPENSES	126,299	572,251	1,418,771	40%	126,906	629,399	1,474,903	43%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,184)	(30,919)	(74,205)	42%	(6,307)	(31,537)	(76,432)	41%
Depreciation & Amortization	(96)	(478)	(1,146)	42%	(96)	(478)	(1,733)	28%
TOTAL OTHER INCOME (EXPENSE)	(6,279)	(31,397)	(75,352)	42%	(6,403)	(32,015)	(78,165)	41%
NET INCOME	19,749	19,569	54,891	36%	61,011	114,076	(103,542)	-110%
=====								
Paid Rounds	3,611	16,073	40,207		4,373	18,501	38,424	
Annual Pass Rounds	327	1,667	4,018		443	1,924	4,748	
Other Rounds	228	1,081	2,743		243	1,290	2,636	
Total Rounds	4,166	18,821	46,968		5,059	21,715	45,808	
Revenue/Paid Rounds	42	39	39		44	42	38	
Revenue/Total Rounds	37	33	33		38	36	32	

The Golf Club at Cypress Head
For the Five Months Ending February 28, 2022

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												
174,388	129,516	135%	133,309	131%	Green Fees & Cart Fees	680,881	521,480	131%	540,605	126%	1,259,492	1,480,809
6,292	7,200	87%	6,909	91%	Merchandise	42,599	40,250	106%	39,625	108%	90,550	104,803
4,508	4,943	91%	4,743	95%	Other Pro Shop	10,933	9,537	115%	9,297	118%	19,063	23,837
5,084	4,100	124%	4,023	126%	Range	23,651	19,400	122%	18,675	127%	44,300	52,132
4,049	3,346	121%	3,343	121%	Other Operating Revenues	17,425	15,017	116%	15,014	116%	36,122	39,707
194,320	149,105	130%	152,327	128%	TOTAL REVENUE	775,490	605,684	128%	623,216	124%	1,449,526	1,701,287
COST OF SALES												
4,399	4,392	100%	4,832	91%	Merchandise	27,835	24,553	113%	26,129	107%	55,236	66,896
4,399	4,392	100%	4,832	91%	TOTAL COGS	27,835	24,553	113%	26,129	107%	55,236	66,896
69.9%	61.0%	114.6%	69.9%	100.0%	COGS - Merchandise %	65.3%	61.0%	107.1%	65.9%	99.1%	61.0%	758.5%
PAYROLL												
35,263	33,361	106%	31,632	111%	Course and Grounds	176,683	171,186	103%	156,446	113%	416,997	395,978
8,367	7,525	111%	7,007	119%	Carts, Range, Starters, Etc.	43,622	40,500	108%	32,480	134%	98,064	98,312
6,803	6,599	103%	5,771	118%	Pro Shop	35,412	35,209	101%	28,800	123%	85,253	83,669
10,642	13,307	80%	12,713	84%	General and Administrative	64,332	66,494	97%	64,180	100%	160,946	154,224
5,532	4,041	137%	4,850	114%	Marketing	23,013	20,110	114%	21,897	105%	48,841	52,890
66,607	64,834	103%	61,973	107%	TOTAL PAYROLL	343,061	333,498	103%	303,803	113%	810,100	785,074
OPERATING EXPENSES												
20,882	30,551	68%	30,668	68%	Course and Grounds	104,162	100,620	104%	104,649	100%	264,162	268,918
6,280	8,075	78%	6,898	91%	Carts, Range, Starters, Etc.	28,191	34,381	82%	32,540	87%	88,006	75,095
4,304	4,150	104%	4,163	103%	Pro Shop	4,734	5,035	94%	5,436	87%	7,085	11,338
23,562	17,910	132%	16,713	141%	General and Administrative	113,575	100,749	113%	94,025	121%	227,125	248,365
873	2,200	40%	1,051	83%	Marketing	7,841	7,950	99%	5,670	138%	23,190	20,233
55,900	62,886	89%	59,494	94%	TOTAL OPERATING EXPENSES	258,503	248,735	104%	242,319	107%	609,568	623,949
126,906	132,112	96%	126,299	100%	TOTAL EXPENSES	629,399	606,785	104%	572,251	110%	1,474,903	1,475,919
67,413	16,993	397%	26,028	259%	EBITDA	146,091	(1,101)	-13263%	50,965	287%	(25,377)	225,368

The Golf Club at Cypress Head
For the Five Months Ending February 28, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
67,413	16,993	397%	26,028	259%	EBITDA	146,091	(1,101)	-13263%	50,965	287%	(25,377)	225,368
(6,307)	(6,369)	99%	(6,184)	102%	MANAGEMENT FEES	(31,537)	(31,847)	99%	(30,919)	102%	(76,432)	(74,824)
(96)	(144)	66%	(96)	100%	OTHER INCOME (EXPENSE)	(478)	(722)	66%	(478)	100%	(1,733)	(1,146)
(96)	(144)	66%	(96)	100%	Depreciation & Amortization	(478)	(722)	66%	(478)	100%	(1,733)	(1,146)
61,011	10,479	582%	19,749	309%	TOTAL OTHER INCOME (EXPENSE)	(478)	(722)	66%	(478)	100%	(1,733)	(1,146)
					NET INCOME	114,076	(33,670)	-339%	19,569	583%	(103,542)	149,398
4,373	3,910	112%	3,611	121%	Paid Rounds	18,501	15,975	116%	16,073	115%	38,424	42,637
443	327	135%	327	135%	Annual Pass Rounds	1,924	1,658	116%	1,667	115%	4,748	4,275
243	207	117%	228	107%	Other Rounds	1,290	1,098	117%	1,081	119%	2,636	2,952
5,059	4,444	114%	4,166	121%	Total Rounds	21,715	18,731	116%	18,821	115%	45,808	49,864
44	38	117%	42	105%	Revenue/Paid Rounds	42	38	111%	39	108%	38	475
38	34	114%	37	105%	Revenue/Total Rounds	36	32	110%	33	108%	32	405

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

General Ledger

Ranges: From:
Date: 2/1/2022
Account: First

To:
2/28/2022
Last

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

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$204,492.74	\$216,455.34	\$128,416.14	\$88,039.20	\$292,531.94
	10050-5950-900	Cash - Course Payroll BMO	\$33,587.15	\$86,735.75	\$86,811.99	(\$76.24)	\$33,510.91
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$5,226.10	\$11,547.96	\$15,123.97	(\$3,576.01)	\$1,650.09
	12000-5950-900	Inventory - Merchandise	\$27,797.31	\$16,826.79	\$12,950.83	\$3,875.96	\$31,673.27
	13020-5950-900	Prepaid Insurance	\$17,950.47	\$0.00	\$6,129.69	(\$6,129.69)	\$11,820.78
	13040-5950-900	Prepaid Exp - Other	\$40,392.91	\$0.00	\$20,112.04	(\$20,112.04)	\$20,280.87
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,531.98)	\$0.00	\$23.12	(\$23.12)	(\$4,555.10)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,818.43)	\$0.00	\$72.41	(\$72.41)	(\$25,890.84)
	30000-5950-900	Accts Pay - Trade	(\$70,433.40)	\$115,111.16	\$123,736.37	(\$8,625.21)	(\$79,058.61)
	30040-5950-900	Accts Pay - Other	\$4,732.58	\$11,434.38	\$11,434.38	\$0.00	\$4,732.58
	31000-5950-900	Accrued Expenses	\$2,080.93	\$0.00	\$6,307.46	(\$6,307.46)	(\$4,226.53)
	31020-5950-900	Accrued Payroll	(\$40,150.07)	\$33,939.65	\$33,393.09	\$546.56	(\$39,603.51)
	31080-5950-900	Accrued Tips Payable	(\$782.00)	\$934.00	\$152.00	\$782.00	\$0.00
	31220-5950-900	Accrued Sales Tax	(\$10,080.91)	\$10,080.91	\$11,743.77	(\$1,662.86)	(\$11,743.77)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,048.58	\$4,048.58	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,323.65)	\$743.01	\$437.48	\$305.53	(\$2,018.12)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$5,929.65)	\$2,035.67	\$10,344.74	(\$8,309.07)	(\$14,238.72)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$22,326.23)	\$2,790.88	\$0.00	\$2,790.88	(\$19,535.35)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$21,769.99)	\$2,721.26	\$2,511.26	\$210.00	(\$21,559.99)
	32070-5950-900	Deferred Rev - Gift Cards	(\$37,223.91)	\$3,154.11	\$53.62	\$3,100.49	(\$34,123.42)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,629.17)	\$962.33	\$1,245.90	(\$283.57)	(\$14,912.74)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$54,546.88)	\$7,242.29	\$0.00	\$7,242.29	(\$47,304.59)
	32220-5950-900	Deferred Rev - Founders Pass	(\$972.98)	\$121.63	\$0.00	\$121.63	(\$851.35)
	49020-5950-900	Retained Earnings - Current	(\$9,173.64)	\$9,173.64	\$0.00	\$9,173.64	\$0.00
	50000-5950-100	Green Fees - Annual Pass	(\$21,996.97)	\$0.00	\$5,633.77	(\$5,633.77)	(\$27,630.74)
	5003A-5950-100	Green Fee - Group	(\$29,349.14)	\$0.00	\$19,157.56	(\$19,157.56)	(\$48,506.70)
	50040-5950-100	Green Fees - Member	(\$1,424.51)	\$0.00	\$358.84	(\$358.84)	(\$1,783.35)
	5005A-5950-100	Green Fee - Hotel	(\$131.60)	\$0.00	\$0.00	\$0.00	(\$131.60)
	5006A-5950-100	Green Fee - Junior	(\$586.56)	\$0.00	\$180.48	(\$180.48)	(\$767.04)
	50070-5950-100	Green Fees - (surcharge)	(\$13,195.25)	\$4,048.58	\$8,097.16	(\$4,048.58)	(\$17,243.83)
	5007A-5950-100	Green Fee - League	(\$38,958.35)	\$0.00	\$16,503.65	(\$16,503.65)	(\$55,462.00)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$14,561.48)	\$0.00	\$12,335.12	(\$12,335.12)	(\$26,896.60)
	5012A-5950-100	Green Fee - Outing	(\$22,342.25)	\$0.00	\$6,007.95	(\$6,007.95)	(\$28,350.20)
	5014A-5950-100	Green Fee - Resident	(\$106,404.40)	\$0.00	\$28,152.63	(\$28,152.63)	(\$134,557.03)
	5015A-5950-100	Green Fee - Senior	(\$61,314.57)	\$0.00	\$19,970.15	(\$19,970.15)	(\$81,284.72)
	5019A-5950-100	Green Fee - Wholesale	(\$524.82)	\$0.00	\$50.74	(\$50.74)	(\$575.56)
	50500-5950-200	Cart Fee 18	(\$168,884.16)	\$0.00	\$54,745.83	(\$54,745.83)	(\$223,629.99)
	50520-5950-200	Cart Fee - Annual Trail	(\$26,819.37)	\$0.00	\$7,242.29	(\$7,242.29)	(\$34,061.66)
	52090-5950-600	Handicap Fee	(\$555.00)	\$0.00	\$3,320.00	(\$3,320.00)	(\$3,875.00)
	52150-5950-600	Lessons	(\$4,830.00)	\$0.00	\$958.00	(\$958.00)	(\$5,788.00)
	52280-5950-600	Rental Clubs	(\$1,040.00)	\$0.00	\$230.00	(\$230.00)	(\$1,270.00)
	52310-5950-600	Retail	(\$36,307.37)	\$0.00	\$6,291.91	(\$6,291.91)	(\$42,599.28)
	53050-5950-220	Range Pass Revenue	(\$18,567.82)	\$0.00	\$5,083.52	(\$5,083.52)	(\$23,651.34)
	56120-5950-100	City Surcharge R & R	(\$13,376.67)	\$0.00	\$4,048.58	(\$4,048.58)	(\$17,425.25)
	60000-5950-600	COGS - Merchandise - Accessories	\$23,436.17	\$8,311.32	\$3,912.67	\$4,398.65	\$27,834.82
	70000-5950-100	Gross Payroll - Salaried	\$38,698.43	\$15,494.93	\$5,381.44	\$10,113.49	\$48,811.92
	70000-5950-900	Gross Payroll - Salaried	\$42,171.04	\$15,450.21	\$5,798.96	\$9,651.25	\$51,822.29
	70000-5950-950	Gross Payroll - Salaried	\$14,038.05	\$6,190.78	\$1,920.59	\$4,270.19	\$18,308.24
	70010-5950-100	Gross Payroll - Hourly	\$80,966.87	\$32,775.02	\$11,573.53	\$21,201.49	\$102,168.36

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-200	Gross Payroll - Hourly	\$31,835.85	\$11,669.29	\$4,193.00	\$7,476.29	\$39,312.14
	70010-5950-600	Gross Payroll - Hourly	\$23,881.50	\$8,811.59	\$2,922.40	\$5,889.59	\$29,771.09
	71000-5950-100	Payroll Tax - FICA	\$8,822.01	\$3,568.01	\$1,297.04	\$2,270.97	\$11,092.98
	71000-5950-200	Payroll Tax - FICA	\$2,521.67	\$940.83	\$320.78	\$620.05	\$3,141.72
	71000-5950-600	Payroll Tax - FICA	\$1,825.66	\$662.60	\$211.33	\$451.27	\$2,276.93
	71000-5950-900	Payroll Tax - FICA	\$2,953.91	\$1,103.32	\$443.62	\$659.70	\$3,613.61
	71000-5950-950	Payroll Tax - FICA	\$996.95	\$434.02	\$139.08	\$294.94	\$1,291.89
	71010-5950-100	Payroll Tax - UC	\$428.90	\$396.12	\$0.00	\$396.12	\$825.02
	71010-5950-200	Payroll Tax - UC	\$327.10	\$132.10	\$0.00	\$132.10	\$459.20
	71010-5950-600	Payroll Tax - UC	\$116.59	\$95.02	\$0.00	\$95.02	\$211.61
	71010-5950-900	Payroll Tax - UC	\$113.37	\$64.43	\$0.00	\$64.43	\$177.80
	71010-5950-950	Payroll Tax - UC	\$34.53	\$53.31	\$0.00	\$53.31	\$87.84
	71020-5950-100	Payroll Tax - WC	\$2,113.89	\$900.33	\$301.33	\$599.00	\$2,712.89
	71020-5950-200	Payroll Tax - WC	\$569.60	\$212.29	\$73.27	\$139.02	\$708.62
	71020-5950-600	Payroll Tax - WC	\$446.51	\$167.05	\$57.21	\$109.84	\$556.35
	71020-5950-900	Payroll Tax - WC	\$755.18	\$284.80	\$94.96	\$189.84	\$945.02
	71020-5950-950	Payroll Tax - WC	\$255.02	\$119.94	\$35.94	\$84.00	\$339.02
	71030-5950-100	Benefits	\$10,389.40	\$9,212.41	\$8,530.37	\$682.04	\$11,071.44
	71030-5950-600	Benefits	\$2,338.84	\$1,718.21	\$1,461.28	\$256.93	\$2,595.77
	71030-5950-900	Benefits	\$7,696.25	\$3,957.80	\$3,880.91	\$76.89	\$7,773.14
	71030-5950-950	Benefits	\$2,156.83	\$1,745.62	\$916.01	\$829.61	\$2,986.44
	80110-5950-200	Cart Supplies	\$949.28	\$178.44	\$0.00	\$178.44	\$1,127.72
	80120-5950-100	Chemicals	\$2,686.26	\$850.00	\$0.00	\$850.00	\$3,536.26
	80170-5950-100	Course Accessories	\$2,259.90	\$59.65	\$0.00	\$59.65	\$2,319.55
	80230-5950-100	Fertilizer	\$10,015.03	\$16,248.45	\$1,749.70	\$14,498.75	\$24,513.78
	80250-5950-100	Flowers/Decor	\$515.00	\$0.00	\$0.00	\$0.00	\$515.00
	80270-5950-100	Fuel	\$5,826.56	\$743.67	\$0.00	\$743.67	\$6,570.23
	80280-5950-100	Fungicides	\$2,160.75	\$0.00	\$0.00	\$0.00	\$2,160.75
	80320-5950-100	Herbicides	\$4,395.91	\$0.00	\$0.00	\$0.00	\$4,395.91
	80370-5950-100	Insecticides	\$713.42	\$0.00	\$0.00	\$0.00	\$713.42
	80380-5950-900	Janitorial Supplies	\$3,336.04	\$545.48	\$0.00	\$545.48	\$3,881.52
	80420-5950-900	Laundry/Uniforms	\$887.94	\$36.24	\$0.00	\$36.24	\$924.18
	80520-5950-600	Office Supplies	\$9.72	\$0.00	\$0.00	\$0.00	\$9.72
	80520-5950-900	Office Supplies	\$1,877.41	\$371.86	\$0.00	\$371.86	\$2,249.27
	80610-5950-220	Range Balls	\$1,760.00	\$0.00	\$0.00	\$0.00	\$1,760.00
	80620-5950-220	Range Equipment	\$225.87	\$0.00	\$0.00	\$0.00	\$225.87
	80630-5950-220	Range Expenses	\$460.09	\$510.97	\$0.00	\$510.97	\$971.06
	80690-5950-100	Sand/Topdress	\$2,255.65	\$1,209.58	\$0.00	\$1,209.58	\$3,465.23
	80710-5950-100	Seeds/Trees	\$4,815.00	\$0.00	\$700.00	(\$700.00)	\$4,115.00
	80730-5950-100	Small Tools	\$519.48	\$0.00	\$0.00	\$0.00	\$519.48
	80810-5950-600	Tournament Expense	\$98.23	\$0.00	\$0.00	\$0.00	\$98.23
	81010-5950-900	Alarm System	\$559.00	\$676.01	\$0.00	\$676.01	\$1,235.01
	81090-5950-200	Cart Repairs	\$344.06	\$0.00	\$0.00	\$0.00	\$344.06
	81130-5950-900	Computer Service	\$639.36	\$159.84	\$0.00	\$159.84	\$799.20
	81140-5950-900	Contract Cleaning	\$2,436.00	\$812.00	\$0.00	\$812.00	\$3,248.00
	81220-5950-600	Handicap Expense	\$225.00	\$4,304.00	\$0.00	\$4,304.00	\$4,529.00
	81250-5950-100	Irrigation	\$2,941.27	\$525.00	\$0.00	\$525.00	\$3,466.27
	81350-5950-100	Repair & Maint - Equipment	\$4,583.49	\$1,417.14	\$0.00	\$1,417.14	\$6,000.63
	81350-5950-900	Repair & Maint - Equipment	\$505.60	\$0.00	\$0.00	\$0.00	\$505.60
	81360-5950-100	Repair & Maint - Building	\$152.12	\$0.00	\$0.00	\$0.00	\$152.12
	81360-5950-600	Repair & Maint - Building	\$96.84	\$0.00	\$0.00	\$0.00	\$96.84
	81360-5950-900	Repair & Maint - Building	\$2,727.61	\$212.13	\$0.00	\$212.13	\$2,939.74
	82000-5950-200	Cart Lease	\$14,139.00	\$4,493.00	\$0.00	\$4,493.00	\$18,632.00
	82020-5950-100	Equipment Lease	\$30,692.00	\$7,671.00	\$7,499.50	\$171.50	\$30,863.50
	82060-5950-900	Off-Site Storage	\$704.00	\$0.00	\$0.00	\$0.00	\$704.00
	83000-5950-100	Utilities - Electric	\$902.97	\$240.54	\$0.00	\$240.54	\$1,143.51
	83000-5950-200	Utilities - Electric	\$4,032.51	\$1,097.52	\$0.00	\$1,097.52	\$5,130.03
	83020-5950-100	Utilities - Other	\$6,465.18	\$1,653.80	\$0.00	\$1,653.80	\$8,118.98
	83020-5950-900	Utilities - Other	\$7,259.96	\$1,771.56	\$0.00	\$1,771.56	\$9,031.52
	83030-5950-900	Utilities - Telephone/Fax	\$721.49	\$0.00	\$0.00	\$0.00	\$721.49

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance	
	83050-5950-100	Utilities - Water	\$951.42	\$212.24	\$0.00	\$212.24	\$1,163.66	
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$6,968.69	\$910.27	\$37.66	\$872.61	\$7,841.30	
	85020-5950-900	Bank Charges	\$1,406.79	\$321.28	\$0.00	\$321.28	\$1,728.07	
	85050-5950-900	Cash Short/(Over)	(\$152.22)	\$196.19	\$141.69	\$54.50	(\$97.72)	
	85060-5950-900	Cell Phone	\$800.00	\$200.00	\$0.00	\$200.00	\$1,000.00	
	85070-5950-900	City Surcharge R & R	\$13,376.67	\$4,048.58	\$0.00	\$4,048.58	\$17,425.25	
	85120-5950-900	Credit Card Discounts	\$14,455.31	\$3,617.79	\$0.00	\$3,617.79	\$18,073.10	
	85140-5950-900	Donations	\$0.00	\$0.00	\$5.00	(\$5.00)	(\$5.00)	
	85150-5950-900	Dues & Subscriptions	\$385.00	\$0.00	\$0.00	\$0.00	\$385.00	
	85160-5950-100	Education & Training	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
	85190-5950-900	Employee Relations	\$300.04	\$986.48	\$458.16	\$528.32	\$828.36	
	85200-5950-100	Employee Testing	\$29.00	\$0.00	\$0.00	\$0.00	\$29.00	
	85280-5950-900	Insurance Expense	\$24,518.76	\$6,129.69	\$0.00	\$6,129.69	\$30,648.45	
	85320-5950-900	Member Relations	\$0.00	\$2,448.16	\$0.00	\$2,448.16	\$2,448.16	
	85390-5950-900	O/S - Accounting	\$9,000.00	\$1,000.00	\$0.00	\$1,000.00	\$10,000.00	
	85480-5950-900	Payroll Processing Fee	\$1,576.19	\$498.03	\$0.00	\$498.03	\$2,074.22	
	85490-5950-900	Postage/Shipping	\$765.06	\$173.84	\$22.08	\$151.76	\$916.82	
	85610-5950-900	Tax/Licenses/Fees	(\$120.00)	\$0.00	\$30.00	(\$30.00)	(\$150.00)	
	85710-5950-900	Travel - Meals	\$1,074.77	\$13.44	\$0.00	\$13.44	\$1,088.21	
	85720-5950-900	Travel - Other	\$972.49	\$0.00	\$0.00	\$0.00	\$972.49	
	90000-5950-900	Management Fee	\$25,229.84	\$6,307.46	\$0.00	\$6,307.46	\$31,537.30	
	98020-5950-900	Deprec - Mach & Equip	\$92.48	\$23.12	\$0.00	\$23.12	\$115.60	
	98040-5950-900	Deprec - Buildings	\$289.64	\$72.41	\$0.00	\$72.41	\$362.05	
	R002A-5950-100	Rounds - Annual	5,499.00	443.00	0.00	443.00	5,942.00	
	R003A-5950-100	Rounds - Group	5,982.00	939.00	0.00	939.00	6,921.00	
	R005A-5950-100	Rounds - Green Fee - Hotel	7.00	0.00	0.00	0.00	7.00	
	R006A-5950-100	Rounds - Green Fee - Junior	877.00	49.00	0.00	49.00	926.00	
	R007A-5950-100	Rounds - Green Fee - League	7,937.00	666.00	0.00	666.00	8,603.00	
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	2,140.00	402.00	0.00	402.00	2,542.00	
	R011A-5950-100	Rounds - Green Fee - Non-Resident	213.00	18.00	0.00	18.00	231.00	
	R012A-5950-100	Rounds - Green Fee - Outing	3,704.00	228.00	0.00	228.00	3,932.00	
	R014A-5950-100	Rounds - Resident	24,475.00	1,391.00	0.00	1,391.00	25,866.00	
	R015A-5950-100	Rounds - Green Fee - Senior	9,065.00	696.00	0.00	696.00	9,761.00	
	R016A-5950-100	Rounds - Green Fee - Staff	2,008.00	131.00	0.00	131.00	2,139.00	
	R017A-5950-100	Rounds - Green Fee - Trade	1,569.00	94.00	0.00	94.00	1,663.00	
	R019A-5950-100	Rounds - Green Fee - Wholesale	150.00	2.00	0.00	2.00	152.00	
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00	
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00	
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00	
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00	
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00	
			<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
Grand Totals:			154	\$0.00	\$737,526.53	\$737,526.53	\$0.00	\$0.00

Sales & Marketing Snapshot

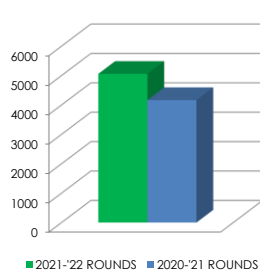
FEBRUARY 2022

Report Date: 4/20/22

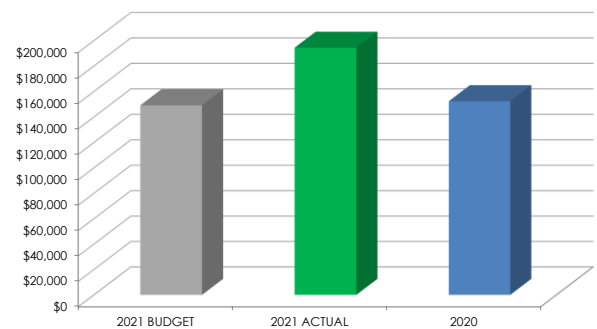
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$149,105
ACTUAL MONTHLY REVENUE	\$194,320
VARIANCE TO BUDGET	\$45,215
PY MONTHLY REVENUE	\$152,327



FEBRUARY

2021-'22 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$129,516
Outings	\$22,000
Merchandise	\$12,143
Payroll Expense	\$64,834
OpEx	\$62,886

2021-'22 Actuals

REVENUE CLASS	AMOUNT
Total Golf	\$174,388
Outings	\$31,689
Merchandise	\$10,800
Payroll Expense	\$66,607
OpEx	\$55,900

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$133,309
Outings	\$26,749
Merchandise	\$11,652
Payroll Expense	\$61,973
OpEx	\$59,494

2021-'22 ROUNDS
5059
2020-'21 ROUNDS
4166

FEBRUARY ACTION ITEMS / STRATEGIES / COMMENTS

- * Increase in monthly revenues by 30%
- * Increase of over 900 rounds for the month from previous year
- * Overall course promoter score of 9.6 on customer surveys
- *
- *
- *
- *

CYPRESS PASS SALES

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

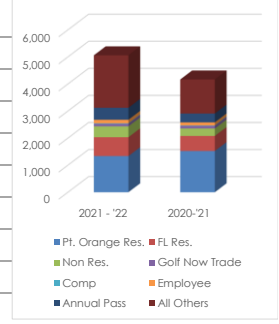
WEATHER INFORMATION

PLAYABLE DAYS	
2021	2022
23	27
PRECIPITATION IN INCHES	
2021	2022
3.3	1

ROUNDS SEGMENTATION

SEGMENT	2021-'22	2020-'21
Pt. Orange Res.	1,336	1,523
FL Res.	696	557
Non Res.	402	273
Golf Now Trade	94	100
Comp	18	15
Employee	131	113
Annual Pass	443	327
All Others	1,939	1,258
TOTAL	5,059	4,166

Rounds by Segment



TRUE REVIEW SUMMARY

2022 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.6	9.8	9.1	9.8	100.0	22
2021 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.3	9.6	8.8	9.5	87.5	24



April 25th, 2021

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for February 2022 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING February 2022								
	Current				Year to Date			
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget
Revenue								
Green Fees	\$ 112,399	\$ 80,030	\$ 32,369		\$ 423,189	\$ 312,845	\$ 332,789	\$ 110,344
Cart Fees	\$ 61,988	\$ 49,486	\$ 12,502		\$ 257,692	\$ 208,635	\$ 207,816	\$ 49,057
Range	\$ 5,084	\$ 4,100	\$ 984		\$ 23,651	\$ 19,400	\$ 18,675	\$ 4,251
Pro- Shop Revenues	\$ 10,800	\$ 12,143	\$ (1,343)		\$ 53,532	\$ 49,787	\$ 48,922	\$ 3,745
City Surcharge R/R	\$ 4,049	\$ 3,346	\$ 703		\$ 17,425	\$ 15,017	\$ 15,014	\$ 2,408
Total Revenue	\$ 194,320	\$ 149,105	\$ 45,215		\$ 775,489	\$ 605,684	\$ 623,216	\$ 169,805
Cost of Sales	\$ 4,399	\$ 5,795	\$ (1,396)		\$ 27,835	\$ 24,553	\$ 26,129	\$ 3,282
Merchandise	\$ 4,399	\$ 5,795	\$ (1,396)	72%	\$ 27,835	\$ 24,553	\$ 26,129	\$ 3,282
Gross Margin	\$ 189,921	\$ 143,310	\$ 46,611		\$ 747,654	\$ 581,131	\$ 597,087	\$ 166,523
Total Payroll	\$ 66,607	\$ 64,834	\$ 1,773		\$ 343,061	\$ 333,498	\$ 303,803	\$ 9,563
Total Operating Expenses	\$ 55,900	\$ 62,886	\$ (6,986)		\$ 258,503	\$ 248,735	\$ 572,251	\$ 9,768
EBITDA	\$ 67,413	\$ 16,993	\$ 50,420		\$ 146,091	\$ (1,101)	\$ 50,965	\$ 147,192
Other Expenses	\$ 6,403	\$ 6,513	\$ (110)		\$ 32,015	\$ 32,569	\$ 31,397	\$ (554)
Management Fee	\$ 6,307	\$ 6,369	\$ (62)		\$ 31,537	\$ 31,847	\$ 30,919	\$ (310)
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Depreciation	\$ 96	\$ 144	\$ (48)		\$ 478	\$ 722	\$ 478	\$ (244)
Net Cash From Ops	\$ 61,010	\$ 10,480	\$ 50,530		\$ 114,076	\$ (33,670)	\$ 19,568	\$ 147,746
Rounds								
Total Rounds	5,059	4,444	615		21,715	18,731	18,821	2,984
Paid Rounds	4,373	3,910	463		18,501	15,975	16,073	2,526
Avg. GF/CF Total rounds	\$34.47	\$29.14	\$ 5.33		\$31.36	\$27.84	\$28.72	\$ 3.51
Avg. GF/CF Paid rounds	\$39.88	\$33.12	\$ 6.75		\$36.80	\$32.64	\$33.63	\$ 4.16
Avg. Merchandise/round	\$2.13	\$2.73	\$ (0.60)		\$2.47	\$2.66	\$2.60	\$ (0.19)

Overview:

- Overall golf revenues for February finished 30% higher than the projected budget for the month. Our number of rounds compared to the previous year increased by 14%. The revenue was higher due to incredible golf course conditions, increased price per round and highly ranked customer service by the team at Cypress Head. The range revenues were higher to the budget & Pro Shop revenues were lower to the budget. The revenues were higher Year over Year for February by 28%.
- Total payroll for the month was higher to the projected budget due to increases in labor costs to maintain proper staffing levels for customer satisfaction.
- Our operating expenses finished lower than the budgeted amount due to the timing of invoices.
- The month of February is the fifth month in our fiscal year 2021-2022. Overall revenues are increased by 28% for the current year. Our payroll is slightly higher than budgeted due to increase in labor hours. The operating expenses are higher than budgeted due to supply chain issues and overall costs of materials.

R&R Projects:

- There were no projects for the month of February 2022.

Tee Sheet Activity:

- There were 5,059 total rounds for the month which included 4,373 paid rounds, 443 Annual with Cypress Pass member rounds and 243 other rounds. The round type for the month included 3,654 eighteen-hole rounds and 1,306 nine-hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

February 2022 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	4373	3910	3611	18501	16073
Annual	443	327	327	1924	1667
Other rounds	243	207	228	1290	1081
Total Rounds	5059	4444	4166	21715	18821

Departmental Summaries:

Course & Grounds/Range

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- Expenses for the month were lower than projected due to timing of invoices. The maintenance team continues to top dress the greens on a regular basis to help reduce thatch and grain to improve the putting surfaces. The maintenance team applied a spring pre-emergent weed application to prevent germination of weeds.
- The maintenance team has also been working on course improvements including drainage, irrigation and tree trimming maintenance.

Golf Shop/Carts

- The golf shop at Cypress Head has started to receive merchandise from Callaway, Titleist and Footjoy and most manufacturers have begun to ship products delayed by the supply chain issues.
- Our gift card promotion resulted in \$811.00 in gift card sales along with our Pro Shop sales which generated over \$10,800.00 in revenue.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. A new fleet of golf carts are on order with an expected shipping date in 2022.
- The staff at Cypress Head Golf Course is offering individual lessons as well as group lessons in February. A new series of Golf Get Ready clinics for beginners and intermediate players was also held in February
- The MGA and the WGA have continued their league play for the month and we have seen an increase in participation from our northern friends & new golfers.

Marketing and Sales:

- We are preparing for tournament season which begins in March.
- We are continuing our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- POSD Chamber of Commerce is keeping us informed regarding the challenges of the business and local community.

- We continue to maintain our database of emails with approximately 11,500 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 4/25/2022 3:32 PM MDT

Data current as of: 4/25/2022 3:31 PM MDT

Key:	Poor	Acceptable	Excellent
-------------	--	--	--

REPORT CRITERIA

Date of Survey: 2/1/22 - 2/28/22

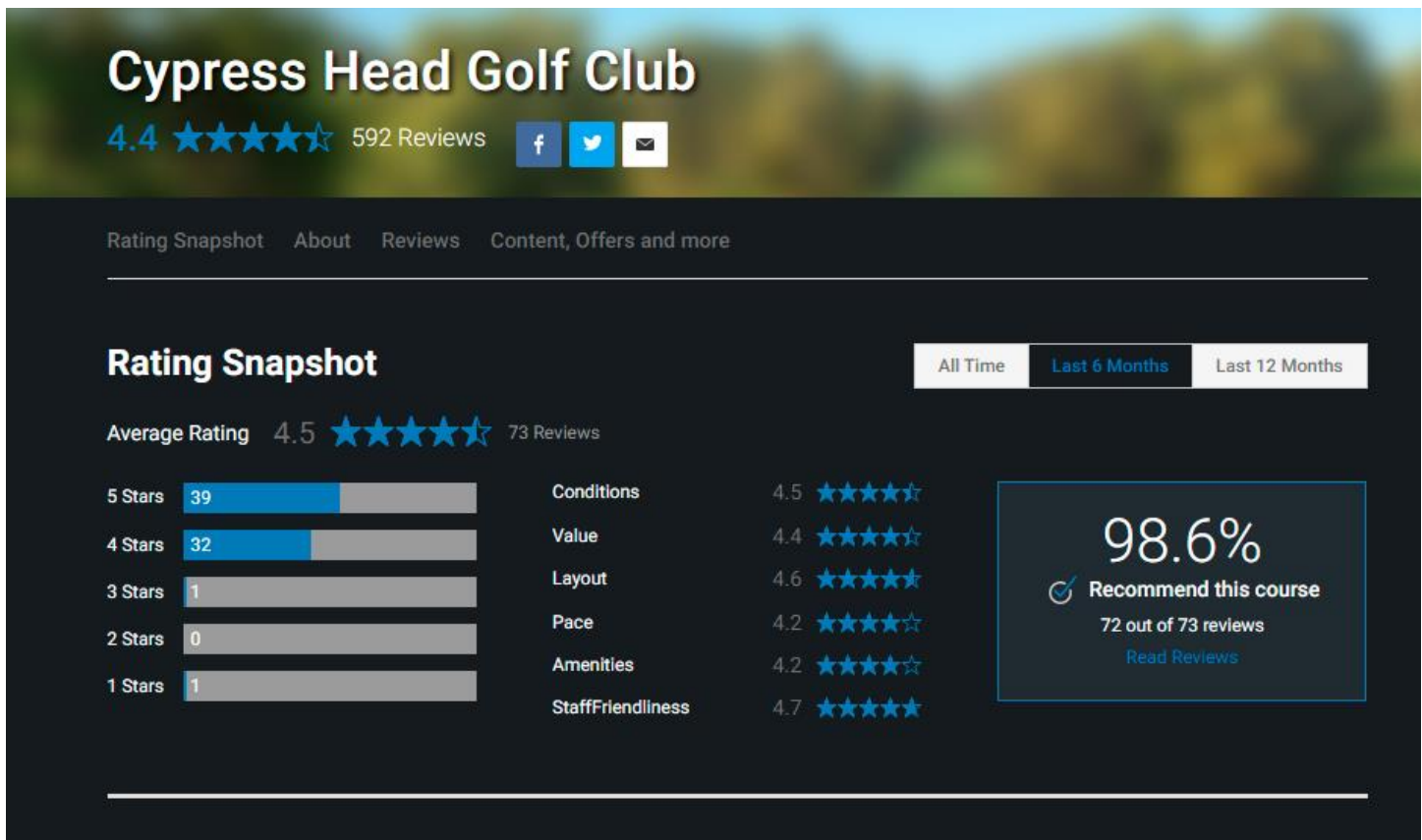
Select level: Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	100.0	9.6	9.8	9.1	9.8	22
Cypress Head Golf Club	100.0	9.6	9.8	9.1	9.8	22

Copyright © 2022 by InMoment.
All rights reserved.

- Course summary report for February 2022 showed an overall rating for the golf course of 9.6 with a course rating of 9.1 and our service rating is at 9.8. Our entire team works extremely hard to maintain pace of play as well as making the golfing experience very enjoyable.

- In addition to the report above, we have also started using a Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



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

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- The team at Cypress Head continues to work with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

The Golf Club at Cypress Head

For the Month Ending March 31, 2022

	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21	11/30/21	12/31/21	01/31/22	02/28/22	03/31/22	YTD2019
REVENUES														
Green Fees & Cart Fees	165,639.35	143,131.74	138,027.00	87,672.26	96,409.14	77,229.74	91,818.24	111,022.18	118,203.96	130,620.88	146,646.41	174,387.59	182,972.82	357,360.41
Merchandise	11,642.11	12,002.67	8,858.95	8,371.71	7,351.96	6,600.09	7,376.28	7,783.55	7,580.30	7,808.70	13,122.82	6,291.91	18,267.01	24,558.92
Other Pro Shop	1,590.00	1,448.00	1,130.00	2,877.00	3,599.00	908.00	1,464.91	1,818.00	1,700.00	690.00	2,257.00	4,598.00	1,799.00	4,307.00
Range	5,075.06	4,847.58	4,778.02	3,546.62	3,965.42	3,126.44	3,541.92	4,310.84	4,581.82	5,204.78	4,490.38	5,083.52	5,383.38	10,496.90
Other Operating Revenues	4,296.27	3,735.09	3,719.11	2,730.23	2,923.87	2,296.89	2,579.83	3,130.20	3,239.69	3,422.54	3,615.24	4,048.58	4,269.48	8,318.06
TOTAL REVENUE	188,332.79	165,162.08	156,513.08	104,997.84	113,849.39	90,161.16	106,781.18	128,064.77	135,286.77	147,796.90	170,131.85	194,319.80	212,691.69	467,511.29
COST OF SALES														
Merchandise	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.10	4,444.50	4,694.96	9,569.52	4,398.65	13,796.15	18,194.80
TOTAL COGS	7,816.50	7,772.41	5,291.88	5,288.31	4,178.75	4,107.60	4,606.02	4,727.10	4,444.50	4,694.96	9,569.52	4,398.65	13,796.15	18,194.80
COGS - Merchandise %	67.1%	64.8%	59.7%	63.2%	56.8%	62.2%	62.4%	60.7%	58.5%	60.1%	72.9%	69.9%	75.5%	145.4%
PAYROLL														
Course and Grounds	32,463.30	30,970.73	30,760.37	29,504.13	30,532.23	32,618.04	32,426.99	33,590.91	33,501.70	35,373.15	38,953.74	35,263.11	41,963.35	77,226.46
Carts, Range, Starters, Etc.	8,693.20	7,652.25	8,310.07	7,602.29	8,791.38	8,508.97	7,127.41	9,162.02	8,623.62	8,935.55	8,533.03	9,367.46	9,867.86	16,235.32
Pro Shop	6,536.55	5,888.14	6,545.47	7,065.11	9,167.24	6,333.96	6,321.24	7,711.88	6,846.52	6,738.89	7,310.81	6,802.65	8,052.21	14,854.86
General and Administrative	13,383.61	12,695.50	13,165.87	11,925.20	13,897.70	13,295.23	11,529.22	13,460.46	13,177.65	13,102.54	13,949.10	10,642.11	13,496.78	24,128.89
Marketing	4,915.41	4,948.65	4,904.27	4,433.95	4,660.69	4,583.00	1,410.15	4,217.61	4,525.94	4,504.63	4,233.20	5,532.05	5,541.28	11,073.33
TOTAL PAYROLL	66,288.07	62,155.27	63,695.05	60,550.68	67,069.24	63,339.20	58,915.01	68,142.88	66,675.43	68,655.76	72,979.88	66,607.38	78,911.48	145,518.86
OPERATING EXPENSES														
Course and Grounds	13,555.51	22,231.96	30,386.95	22,153.25	17,818.33	25,243.86	33,365.94	28,660.14	19,071.07	19,683.85	15,895.35	20,881.87	22,943.53	43,825.40
Carts, Range, Starters, Etc.	8,167.60	8,308.22	5,892.53	6,168.74	5,995.61	6,670.57	5,701.45	5,371.44	5,695.18	5,189.50	5,657.69	6,279.93	5,791.82	12,071.75
Pro Shop	733.19	12.73	70.15	94.48	742.87	2,752.98	2,197.58	165.56	0.00	225.00	36.23	4,304.00	14.26	4,318.26
General and Administrative	17,871.46	19,597.70	20,328.43	18,466.65	18,314.96	17,572.55	22,366.41	20,413.44	22,535.76	25,091.66	21,972.41	23,561.67	22,153.72	42,715.39
Marketing	1,369.08	1,717.29	2,029.95	3,356.35	2,617.59	236.84	1,062.35	1,278.61	3,030.39	2,491.40	1,165.29	872.61	1,338.02	2,210.63
TOTAL OPERATING EXPENSES	41,696.84	51,567.90	58,698.01	50,229.47	45,489.36	52,478.90	65,295.63	55,889.19	50,332.40	51,678.41	44,702.97	55,900.08	52,241.35	108,141.43
TOTAL EXPENSES	115,801.41	121,495.58	127,674.94	116,068.46	116,737.35	119,925.70	128,816.66	128,759.26	121,452.33	125,029.13	127,252.37	126,906.11	144,948.98	271,855.09
EBITDA	72,531.38	43,666.50	28,838.14	(11,070.62)	(2,887.96)	(29,764.54)	(22,035.48)	(694.49)	13,814.44	22,677.77	42,875.48	67,413.49	67,742.71	135,156.20

The Golf Club at Cypress Head

For the Month Ending March 31, 2022

	03/31/21	04/30/21	05/31/21	06/30/21	07/31/21	08/31/21	09/30/21	10/31/21	11/30/21	12/31/21	01/31/22	02/28/22	03/31/22	YTD2019
EBITDA	72,531.38	43,666.50	28,838.14	(11,070.82)	(2,887.96)	(29,764.54)	(22,035.48)	(694.49)	13,814.44	22,677.77	42,879.48	67,413.49	67,742.71	135,156.20
MANAGEMENT FEES	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,183.78)	(6,307.46)	(6,307.46)	(6,307.46)	(6,307.46)	(6,307.46)	(6,307.46)	(12,614.92)
Interest Expense - Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Expense - Leases	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL FINANCING ACTIVITY	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER INCOME (EXPENSE)														
Non-Operating Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers from County	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation & Amortization	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(191.06)
Incentive Compensation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partnership Income(Loss)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gain(Loss) On Disposal Of Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses / Capital Reserve	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER INCOME (EXPEN	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(95.53)	(191.06)
NET INCOME	66,252.07	37,387.19	22,558.83	(17,348.93)	(8,167.27)	(36,043.85)	(28,314.79)	(7,097.48)	7,411.45	16,274.78	36,476.49	61,010.90	61,339.72	122,350.22
Paid Rounds	4,726.00	4,158.00	4,035.00	2,874.00	3,105.00	2,453.00	2,785.00	3,295.00	3,398.00	3,575.00	3,860.00	4,373.00	4,660.00	9,033.00
Annual Pass Rounds	396.00	372.00	381.00	317.00	311.00	274.00	320.00	375.00	334.00	391.00	381.00	443.00	414.00	857.00
Other Rounds	267.00	234.00	256.00	228.00	241.00	206.00	230.00	280.00	261.00	268.00	238.00	243.00	246.00	489.00
Total Rounds	5,389.00	4,764.00	4,672.00	3,419.00	3,657.00	2,933.00	3,335.00	3,950.00	3,993.00	4,234.00	4,479.00	5,059.00	5,320.00	10,379.00
Revenue/Paid Rounds	39.85	39.72	38.79	36.53	36.67	36.76	38.34	38.87	39.81	41.32	44.08	44.44	45.64	90.08
Revenue/Total Rounds	34.85	34.67	33.64	30.71	31.13	30.74	32.62	32.42	33.88	34.89	37.98	38.41	39.96	78.39
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

The Golf Club at Cypress Head
Course Cash Flow Report
For the Year Ended March 31, 2022

	OCT Actual	NOV Actual	DEC Actual	JAN Actual	FEB Actual	MAR Actual	APR Actual	MAY Actual	JUN Actual	JUL Actual	AUG Actual	SEP Actual
EBITDA	(694)	13,814	22,678	42,879	67,413	67,743	0	0	0	0	0	0
Management Fee Expense	(6,307)	(6,307)	(6,307)	(6,307)	(6,307)	(6,307)	0	0	0	0	0	0
Depreciation & Amortization	(96)	(96)	(96)	(96)	(96)	(96)	0	0	0	0	0	0
Net Income	(7,097)	7,411	16,275	36,476	61,011	61,340	0	0	0	0	0	0
Working Capital Changes												
Inventory	(7,684)	(3,250)	(1,286)	1,455	(3,876)	(3,324)	0	0	0	0	0	0
Receivables	168,611	633	3,862	(3,666)	3,576	(1,109)	0	0	0	0	0	0
Prepaid Expenses	3,667	(7,027)	(5,610)	(698)	26,242	(5,610)	0	0	0	0	0	0
Payables	(5,285)	15,310	(4,893)	16,939	8,625	(17,931)	0	0	0	0	0	0
Due to from the City	0	(509)	0	(190)	0	417	0	0	0	0	0	0
Accrued Expenses	(849)	(1,293)	(1,182)	10,414	6,642	4,693	0	0	0	0	0	0
Deferred Revenues	(49,701)	9,431	6,128	(29,035)	(5,178)	(2,193)	0	0	0	0	0	0
Depreciation & Amortization	96	96	96	96	96	96	0	0	0	0	0	0
Operating Cash Flow	101,756	20,802	13,390	31,790	97,137	36,378	0	0	0	0	0	0
Investing Activities												
Financing Activities												
Net Cash Flows	101,756	20,802	13,390	31,790	97,137	36,378	0	0	0	0	0	0
Beginning Cash	71,692	173,448	194,251	207,640	239,430	327,393	363,771	358,627	358,627	358,627	358,627	358,627
Net Cash Flows	101,756	20,802	13,390	31,790	97,137	36,378	0	0	0	0	0	0
Ending Cash	173,448	194,251	207,640	239,430	336,566	363,771	363,771	358,627	358,627	358,627	358,627	358,627

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2022

	<u>03/31/22</u>	<u>09/30/21</u>	<u>03/31/21</u>
ASSETS			
CURRENT ASSETS:			
Cash			
Cash - Depository	296,179	65,792	193,206
Cash - Payroll	66,242	4,550	27,759
Cash - Manual Checks	850	850	850
Cash - Housebank & Other	500	500	500
Total Cash	<u>363,771</u>	<u>71,692</u>	<u>222,315</u>
Accounts Receivable			
A/R Member	2,759	174,666	822
Total Accounts Receivable	<u>2,759</u>	<u>174,666</u>	<u>822</u>
Other Current Assets			
Inventory - Merchandise	34,998	17,032	32,302
Prepaid Insurance	17,709	30,451	15,104
Prepaid Exp - Other	20,003	18,224	26,493
Total Other Current Assets	<u>72,709</u>	<u>65,707</u>	<u>73,898</u>
TOTAL CURRENT ASSETS	<u>439,239</u>	<u>312,065</u>	<u>297,035</u>
PROPERTY, PLANT AND EQUIPMENT:			
Buildings & Improvements	30,598	30,598	30,598
Machinery & Equipment	5,550	5,550	5,550
Property Plant and Equipment	36,148	36,148	36,148
Accumulated Depreciation	(30,541)	(29,968)	(29,395)
TOTAL PROPERTY, PLANT AND EQUIPMENT	<u>5,606</u>	<u>6,180</u>	<u>6,753</u>
TOTAL ASSETS	<u><u>444,846</u></u>	<u><u>318,245</u></u>	<u><u>303,788</u></u>

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2022

	<u>03/31/22</u>	<u>09/30/21</u>	<u>03/31/21</u>
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accts Pay - Trade	61,128	48,363	74,931
Accts Pay - Other	(4,315)	(4,033)	(44,217)
Accrued Expenses	0	7,395	600
Accrued Payroll	47,748	17,841	45,215
Accrued Taxes	12,518	6,072	11,149
Accrued Interest	0	10,535	0
Deferred Revenue	152,351	222,898	130,289
TOTAL CURRENT LIABILITIES	<u>269,430</u>	<u>309,071</u>	<u>217,966</u>
 TOTAL LIABILITIES	 <u>269,430</u>	 <u>309,071</u>	 <u>217,966</u>
 STOCKHOLDER'S EQUITY			
Retained Earnings	<u>175,415</u>	<u>9,174</u>	<u>85,821</u>
Net Retained Earnings	<u>175,415</u>	<u>9,174</u>	<u>85,821</u>
Stockholders Equity	<u>175,415</u>	<u>9,174</u>	<u>85,821</u>
TOTAL STOCKHOLDER'S EQUITY	<u>175,415</u>	<u>9,174</u>	<u>85,821</u>
 TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	 <u><u>444,846</u></u>	 <u><u>318,245</u></u>	 <u><u>303,788</u></u>

**The Golf Club at Cypress Head
Course Cash Flow Report
March 31, 2022**

	<i>March</i>	<i>YTD</i>
EBITDA	\$67,742.71	\$213,833.40
Management Fee Expense	(6,307.46)	(37,844.76)
Depreciation & Amortization	(95.53)	(573.18)
Net Income	61,339.72	175,415.46
Working Capital Changes		
Inventory	(3,324.46)	(17,965.62)
Receivables	(1,108.95)	171,906.47
Payables	(17,930.90)	12,765.15
Due to from the City	417.49	(281.88)
Prepays	(5,609.97)	10,963.62
Accrued Liabilities	4,692.72	18,423.24
Other Liabilities	(2,192.95)	(70,547.04)
Depreciation & Amortization	95.53	573.18
Operating Cash Flow	36,378.23	301,252.58
Investing Cash Flows		
Financing Cash Flow		
Net Cash Flows	36,378.23	301,252.58
Beginning Cash	327,392.85	71,692.14
Net Cash Flows	36,378.23	301,252.58
Ending Cash	363,771.08	372,944.72

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2022

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												
117,139	86,475	135%	105,221	111%	Green Fees	540,329	399,320	135%	438,011	123%	762,266	929,391
65,834	60,418	109%	60,418	109%	Cart Fee	323,525	269,053	120%	268,234	121%	497,226	568,751
40	120	33%	120	33%	Handicap Fee	3,915	4,623	85%	4,383	89%	4,849	4,115
1,429	1,370	104%	1,370	104%	Lessons	7,217	5,384	134%	5,384	134%	11,764	16,501
330	190	174%	190	174%	Rental Clubs	1,210	1,500	132%	1,210	132%	2,450	3,340
18,267	11,500	159%	11,642	157%	Retail	60,866	51,750	118%	51,267	119%	90,550	111,428
5,383	5,200	104%	5,075	106%	Range	29,035	24,600	118%	23,750	122%	44,300	52,441
4,269	4,296	99%	4,296	99%	City Surcharge R & R	21,695	19,313	112%	19,310	112%	36,122	39,680
212,692	169,570	125%	188,333	113%	Total Revenues	988,182	775,253	127%	811,549	122%	1,449,526	1,725,646
COST OF GOODS SOLD												
13,796	7,015	197%	7,817	177%	COGS - Merchandise	41,631	31,568	132%	33,946	123%	55,236	72,876
13,796	7,015	197%	7,817	177%	Total COGS	41,631	31,568	132%	33,946	123%	55,236	72,876
198,896	162,555	122%	180,516	110%	GROSS MARGIN	946,551	743,686	127%	777,604	122%	1,394,291	1,652,770
75.52%	61.00%	123.81%	67.14%	112.49%	COGS - Merchandise %	68.40%	61.00%	112.13%	66.21%	103.30%	61.00%	766.93%
PAYROLL												
25,379	24,244	105%	23,976	106%	Gross Payroll - Salaried	144,321	143,900	100%	138,762	104%	290,959	281,121
38,836	33,717	115%	31,166	125%	Gross Payroll - Hourly	210,088	196,895	107%	171,555	122%	395,936	391,980
64,215	57,961	111%	55,142	116%	S/T Wages	354,409	340,795	104%	310,317	114%	686,895	673,101
4,808	4,434	108%	4,398	109%	Payroll Tax - FICA	26,225	26,071	101%	23,359	112%	52,547	49,896
(75)	295	-25%	1,453	-5%	Payroll Tax - UC	1,686	1,447	117%	4,779	35%	2,324	(356)
1,678	1,181	142%	969	173%	Payroll Tax - WC	6,940	6,668	104%	5,982	116%	13,718	13,236
8,286	4,482	185%	4,326	192%	Benefits	32,712	26,869	122%	25,655	128%	54,616	61,820
14,697	10,391	141%	11,146	132%	S/T Adders	67,564	61,055	111%	59,774	113%	123,205	124,596
78,911	68,352	115%	66,288	119%	TOTAL PAYROLL	421,973	401,850	105%	370,091	114%	810,100	797,697
OPERATING EXPENSES												
113	75	151%	275	41%	Cart Supplies	1,241	1,075	115%	1,072	116%	1,750	1,682
95	450	21%	468	20%	Chemicals	3,631	2,680	135%	2,629	138%	4,990	6,166
0	50	0%	56	0%	Course Accessories	2,320	50	4639%	63	3663%	1,320	5,028
6,560	1,200	547%	1,175	555%	Fertilizer	31,073	27,550	113%	27,531	113%	53,050	55,401
0	0	0%	0	0%	Flowers/Decor	515	900	57%	873	59%	900	515
1,145	200	572%	215	533%	Fuel	7,715	3,520	219%	3,544	218%	10,120	15,768
0	0	0%	0	0%	Fungicides	2,161	1,400	154%	1,371	158%	4,300	2,376
1,526	1,200	127%	1,155	132%	Herbicides	5,921	8,300	71%	8,267	72%	23,600	17,095
780	800	98%	779	100%	Insecticides	1,493	1,400	107%	1,396	107%	6,000	11,389
434	700	62%	696	62%	Janitorial Supplies	4,316	3,550	122%	3,466	125%	6,550	7,960
0	0	0%	0	0%	Laundry/Uniforms	924	1,100	84%	23	4089%	1,550	1,922
425	200	213%	227	188%	Office Supplies	2,684	1,700	158%	1,675	160%	3,515	4,424
0	1,350	0%	1,304	0%	Range Balls	1,760	2,700	65%	2,654	66%	2,700	1,760
808	700	115%	659	123%	Range Equipment	1,034	1,360	76%	1,326	78%	1,360	2,903
146	0	0%	0	0%	Range Expenses	1,117	0	0%	0	0%	300	1,971
0	800	0%	787	0%	Sand/Topdress	3,465	4,000	87%	4,139	84%	10,700	9,952
0	0	0%	0	0%	Seeds/Trees	4,115	3,400	121%	3,415	120%	9,400	8,175
106	40	265%	39	268%	Small Tools	625	240	261%	212	296%	2,810	3,915
0	200	0%	653	0%	Supplies	0	400	0%	1,332	0%	600	2,884
0	0	0%	0	0%	Tournament Expense	98	80	123%	74	133%	180	130
119	229	52%	229	52%	Alarm System	1,354	1,374	99%	1,371	99%	2,748	1,373
49	75	65%	0	0%	Cart Repairs	393	450	87%	109	360%	900	1,625
160	50	320%	42	384%	Computer Service	959	480	200%	461	208%	1,490	2,669
0	812	0%	812	0%	Contract Cleaning	3,248	4,872	67%	4,872	67%	9,744	7,308
0	0	0%	0	0%	Guest Relations	0	0	0%	20	0%	0	61
0	0	0%	0	0%	Handicap Expense	4,529	4,180	108%	4,165	109%	4,630	5,024
525	700	75%	723	73%	Irrigation	3,991	5,655	71%	5,635	71%	13,330	11,130
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	500	0%	0	0%	Repair & Maint - Paths	0	1,500	0%	0	0%	3,000	0
2,264	500	453%	485	466%	Repair & Maint - Equipment	8,770	7,600	115%	7,416	118%	17,550	20,752
1,429	50	2857%	32	4485%	Repair & Maint - Building	4,617	4,360	106%	4,411	105%	10,230	10,114
3,535	6,200	57%	4,974	71%	Cart Lease	22,167	32,296	69%	29,844	74%	69,496	50,694
7,671	5,721	134%	5,721	134%	Equipment Lease	38,535	34,326	112%	34,326	112%	68,652	79,871
352	176	200%	176	200%	Off-Site Storage	1,056	1,056	100%	1,056	100%	2,112	2,112
1,372	1,200	114%	1,129	122%	Utilities - Electric	7,646	6,900	111%	6,805	112%	13,600	14,821
3,495	2,900	121%	2,976	117%	Utilities - Other	20,645	17,050	121%	17,101	121%	38,550	44,267
380	150	253%	204	186%	Utilities - Telephone/Fax	1,101	900	122%	1,074	103%	1,800	2,395
236	200	118%	220	107%	Utilities - Water	1,400	1,250	112%	1,305	107%	2,450	2,697
1,338	1,400	96%	1,369	95%	Advertising & Promotion	9,179	9,350	98%	7,039	130%	23,190	20,202
249	450	55%	449	55%	Bank Charges	1,978	2,455	81%	2,461	80%	4,375	4,142
(48)	0	0%	(34)	140%	Cash Short/(Over)	(146)	0	0%	(162)	90%	0	(260)
200	200	100%	250	80%	Cell Phone	1,200	1,200	100%	1,200	100%	2,400	2,400
4,269	4,296	99%	4,296	99%	City Surcharge R & R	21,695	19,310	112%	19,310	112%	36,136	39,680

The Golf Club at Cypress Head
Summary of All Units
For the Six Months Ending March 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
4,418	3,000	147%	3,080	143%	Credit Card Discounts	22,491	16,360	137%	16,295	138%	29,160	39,210
0	0	0%	(25)	0%	Donations	(5)	150	-3%	100	-5%	700	606
0	0	0%	0	0%	Dues & Subscriptions	385	570	68%	505	76%	1,600	1,447
0	0	0%	0	0%	Education & Training	400	400	100%	400	100%	400	550
(854)	375	-228%	332	-257%	Employee Relations	(26)	1,775	-1%	1,616	-2%	2,750	531
0	0	0%	0	0%	Employee Testing	29	0	0%	0	0%	0	58
6,130	6,150	100%	5,312	115%	Insurance Expense	36,778	36,900	100%	31,745	116%	73,800	70,951
(30)	10	-297%	0	-7433%	Member Relations	2,418	60	4031%	0	604608%	120	2,954
2,081	0	0%	0	0%	Miscellaneous	2,081	0	0%	0	0%	0	2,081
0	0	0%	0	0%	O/S - Accounting	10,000	9,250	108%	9,250	108%	13,250	13,900
0	0	0%	0	0%	O/S - Other	0	0	0%	5,680	0%	6,000	4,200
421	320	131%	337	125%	Payroll Processing Fee	2,495	2,130	117%	2,146	116%	4,050	4,832
319	50	638%	55	580%	Postage/Shipping	1,236	1,150	107%	1,138	109%	1,650	2,345
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(180)	550	-33%	(180)	100%	700	(35)
0	30	0%	83	0%	Travel - Meals	1,088	180	605%	398	274%	360	1,327
36	200	18%	15	241%	Travel - Other	1,008	1,200	84%	40	2529%	2,400	3,241
20	0	0%	0	0%	Employee Meals	20	0	0%	0	50000%	0	37
52,241	43,909	119%	41,697	125%	TOTAL OPERATING EXPENSES	310,744	292,644	106%	284,015	109%	609,568	634,494
67,743	50,293	135%	72,531	93%	EBITDA	213,833	49,191	435%	123,497	173%	(25,377)	220,579
6,307	6,369	99%	6,184	102%	Management Fee	37,845	38,216	99%	37,103	102%	76,432	74,947
6,307	6,369	99%	6,184	102%	Management Fees	37,845	38,216	99%	37,103	102%	76,432	74,947
23	23	100%	23	100%	Deprec - Mach & Equip	139	139	100%	139	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	434	434	100%	434	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	573	573	100%	573	100%	1,146	1,146
61,340	43,828	140%	66,252	93%	NET INCOME	175,415	10,402	1686%	85,821	204%	(102,955)	144,486

The Golf Club at Cypress Head
Course & Grounds
For the Six Months Ending March 31, 2022

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												
117,139	86,475	135%	105,221	111%	Green Fees	540,329	399,320	135%	438,011	123%	762,266	929,391
4,269	4,296	99%	4,296	99%	City Surcharge R & R	21,695	19,313	112%	19,310	112%	36,122	39,680
121,409	90,772	134%	109,517	111%	Total Revenues	562,023	418,633	134%	457,321	123%	798,387	969,071
121,409	90,772	134%	109,517	111%	GROSS MARGIN	562,023	418,633	134%	457,321	123%	798,387	969,071
PAYROLL												
10,470	10,245	102%	9,719	108%	Gross Payroll - Salaried	59,282	59,906	99%	57,129	104%	121,374	115,176
23,534	20,122	117%	17,943	131%	Gross Payroll - Hourly	125,702	117,075	107%	105,727	119%	235,858	231,751
34,004	30,366	112%	27,662	123%	S/T Wages	184,984	176,981	105%	162,856	114%	357,232	346,927
2,518	2,323	108%	2,173	116%	Payroll Tax - FICA	13,611	13,539	101%	12,244	111%	27,328	25,476
128	167	77%	744	17%	Payroll Tax - UC	953	682	140%	2,470	39%	910	106
888	619	143%	477	186%	Payroll Tax - WC	3,600	3,463	104%	3,118	115%	7,135	6,731
4,426	2,003	221%	1,407	315%	Benefits	15,498	11,999	129%	8,222	188%	24,392	26,238
7,959	5,112	156%	4,801	166%	S/T Adders	33,662	29,683	113%	26,054	129%	59,765	58,551
41,963	35,478	118%	32,463	129%	TOTAL PAYROLL	218,646	206,664	106%	188,910	116%	416,997	405,478
OPERATING EXPENSES												
95	450	21%	468	20%	Chemicals	3,631	2,680	135%	2,629	138%	4,990	6,166
0	50	0%	56	0%	Course Accessories	2,320	50	4639%	63	3663%	1,320	5,028
6,560	1,200	547%	1,175	559%	Fertilizer	31,073	27,550	113%	27,531	113%	53,050	55,401
0	0	0%	0	0%	Flowers/Decor	515	900	57%	873	59%	900	515
1,145	200	572%	215	533%	Fuel	7,715	3,520	219%	3,544	218%	10,120	15,768
0	0	0%	0	0%	Fungicides	2,161	1,400	154%	1,371	158%	4,300	2,376
1,526	1,200	127%	1,155	132%	Herbicides	5,921	8,300	71%	8,267	72%	23,600	17,095
780	800	98%	779	100%	Insecticides	1,493	1,400	107%	1,396	107%	6,000	11,389
0	800	0%	787	0%	Sand/Topdress	3,465	4,000	87%	4,139	84%	10,700	9,952
0	0	0%	0	0%	Seeds/Trees	4,115	3,400	121%	3,415	120%	9,400	8,175
106	40	265%	39	268%	Small Tools	625	240	261%	212	296%	2,810	3,915
525	700	75%	723	73%	Irrigation	3,991	5,655	71%	5,635	71%	13,330	11,130
0	500	0%	0	0%	Repair & Maint - Paths	0	1,500	0%	0	0%	3,000	0
2,264	500	453%	485	466%	Repair & Maint - Equipment	8,265	7,400	112%	7,346	112%	17,250	19,193
19	0	0%	0	0%	Repair & Maint - Building	171	1,160	15%	1,142	15%	4,940	280
7,671	5,721	134%	5,721	134%	Equipment Lease	38,535	34,326	112%	34,326	112%	68,652	79,871
231	200	115%	172	134%	Utilities - Electric	1,374	1,200	115%	1,172	117%	2,400	2,736
1,787	1,300	137%	1,561	114%	Utilities - Other	9,906	7,300	136%	7,561	131%	17,100	21,828
236	200	118%	220	107%	Utilities - Water	1,400	1,250	112%	1,305	107%	2,450	2,697
0	0	0%	0	0%	Education & Training	400	400	100%	400	100%	400	550
0	75	0%	0	0%	Employee Relations	0	375	0%	196	0%	750	(267)
0	0	0%	0	0%	Employee Testing	29	0	0%	0	0%	0	58
0	0	0%	0	0%	O/S - Other	0	0	0%	5,680	0%	6,000	4,200
0	0	0%	0	0%	Tax/Licenses/Fees	0	550	0%	0	0%	700	250
22,944	13,936	165%	13,556	169%	TOTAL OPERATING EXPENSES	127,106	114,556	111%	118,204	108%	264,162	278,306
56,502	41,357	137%	63,499	89%	EBITDA	216,272	97,413	222%	150,207	144%	117,229	285,287
56,502	41,357	137%	63,499	89%	NET INCOME	216,272	97,413	222%	150,207	144%	117,229	285,287

The Golf Club at Cypress Head
Carts
For the Six Months Ending March 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
65,834	60,418	109%	60,418	109%	REVENUES	323,525	269,053	120%	268,234	121%	497,226	568,751
65,834	60,418	109%	60,418	109%	Cart Fee	323,525	269,053	120%	268,234	121%	497,226	568,751
65,834	60,418	109%	60,418	109%	Total Revenues	323,525	269,053	120%	268,234	121%	497,226	568,751
					GROSS MARGIN	323,525	269,053	120%	268,234	121%	497,226	568,751
					PAYROLL							
8,841	7,529	117%	7,663	115%	Gross Payroll - Hourly	48,153	44,200	109%	36,721	131%	88,643	89,428
8,841	7,529	117%	7,663	115%	S/T Wages	48,153	44,200	109%	36,721	131%	88,643	89,428
724	576	126%	619	117%	Payroll Tax - FICA	3,865	3,381	114%	2,894	134%	6,781	7,240
75	75	100%	273	28%	Payroll Tax - UC	534	360	148%	856	62%	804	1,079
228	153	149%	134	170%	Payroll Tax - WC	937	865	108%	698	134%	1,770	1,744
0	6	0%	0	0%	Benefits	0	33	0%	0	0%	65	0
1,027	810	127%	1,027	100%	S/T Adders	5,336	4,638	115%	4,449	120%	9,421	10,063
9,868	8,339	118%	8,689	114%	TOTAL PAYROLL	53,490	48,838	110%	41,170	130%	98,064	99,491
					OPERATING EXPENSES							
113	75	151%	275	41%	Cart Supplies	1,241	1,075	115%	1,072	116%	1,750	1,682
49	75	65%	0	0%	Cart Repairs	393	450	87%	109	360%	900	1,625
3,535	6,200	57%	4,974	71%	Cart Lease	22,167	32,296	69%	29,844	74%	69,496	50,694
1,141	1,000	114%	956	119%	Utilities - Electric	6,271	5,700	110%	5,633	111%	11,200	12,085
4,838	7,350	66%	6,205	78%	TOTAL OPERATING EXPENSES	30,072	39,521	76%	36,658	82%	83,346	66,086
51,128	44,729	114%	45,524	112%	EBITDA	239,964	180,694	133%	190,407	126%	315,816	403,174
51,128	44,729	114%	45,524	112%	NET INCOME	239,964	180,694	133%	190,407	126%	315,816	403,174

The Golf Club at Cypress Head
Range
For the Six Months Ending March 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
5,383	5,200	104%	5,075	106%	REVENUES							
5,383	5,200	104%	5,075	106%	Range	29,035	24,600	118%	23,750	122%	44,300	52,441
5,383	5,200	104%	5,075	106%	Total Revenues	29,035	24,600	118%	23,750	122%	44,300	52,441
5,383	5,200	104%	5,075	106%	GROSS MARGIN	29,035	24,600	118%	23,750	122%	44,300	52,441
0	1,350	0%	1,304	0%	OPERATING EXPENSES							
808	700	115%	659	123%	Range Balls	1,760	2,700	65%	2,654	66%	2,700	1,760
146	0	0%	0	0%	Range Equipment	1,034	1,360	76%	1,326	78%	1,360	2,903
0	0	0%	0	0%	Range Expenses	1,117	0	0%	0	0%	300	1,971
0	0	0%	0	0%	Repair & Maint - Equipment	0	200	0%	69	0%	300	0
954	2,050	47%	1,963	49%	TOTAL OPERATING EXPENSES	3,911	4,260	92%	4,049	97%	4,660	6,634
4,430	3,150	141%	3,112	142%	EBITDA	25,124	20,340	124%	19,701	128%	39,640	45,807
4,430	3,150	141%	3,112	142%	NET INCOME	25,124	20,340	124%	19,701	128%	39,640	45,807

The Golf Club at Cypress Head
Golf Shop
For the Six Months Ending March 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
REVENUES												
40	120	33%	120	33%	Handicap Fee	3,915	4,623	85%	4,383	89%	4,849	4,115
1,429	1,370	104%	1,370	104%	Lessons	7,217	5,384	134%	5,384	134%	11,764	16,501
330	190	174%	190	174%	Rental Clubs	1,600	1,210	132%	1,210	132%	2,450	3,340
18,267	11,500	159%	11,642	157%	Retail	60,866	51,750	118%	51,267	119%	90,550	111,428
20,066	13,180	152%	13,322	151%	Total Revenues	73,598	62,967	117%	62,244	118%	109,613	135,384
COST OF GOODS SOLD												
13,796	7,015	197%	7,817	177%	COGS - Merchandise	41,631	31,568	132%	33,946	123%	55,236	72,876
13,796	7,015	197%	7,817	177%	Total COGS	41,631	31,568	132%	33,946	123%	55,236	72,876
6,270	6,165	102%	5,506	114%	GROSS MARGIN	31,967	31,400	102%	28,298	113%	54,378	62,508
75.52%	61.00%	123.81%	67.14%	112.49%	COGS - Merchandise %	68.40%	61.00%	112.13%	66.21%	103.30%	61.00%	766.93%
PAYROLL												
6,461	6,067	106%	5,560	116%	Gross Payroll - Hourly	36,232	35,620	102%	29,047	125%	71,436	70,961
6,461	6,067	106%	5,560	116%	S/T Wages	36,232	35,620	102%	29,047	125%	71,436	70,961
502	464	108%	441	114%	Payroll Tax - FICA	2,779	2,725	102%	2,213	126%	5,465	5,437
29	43	67%	290	10%	Payroll Tax - UC	241	170	142%	685	35%	350	174
172	124	139%	106	163%	Payroll Tax - WC	729	697	105%	576	127%	1,426	1,419
888	539	165%	540	165%	Benefits	3,483	3,234	108%	3,216	108%	6,576	6,794
1,591	1,170	136%	1,376	116%	S/T Adders	7,232	6,826	106%	6,690	108%	13,817	13,824
8,052	7,237	111%	6,937	116%	TOTAL PAYROLL	43,464	42,446	102%	35,737	122%	85,253	84,785
OPERATING EXPENSES												
14	50	29%	81	18%	Office Supplies	24	450	5%	402	6%	750	646
0	200	0%	653	0%	Supplies	0	400	0%	1,332	0%	600	2,884
0	0	0%	0	0%	Tournament Expense	98	80	123%	74	133%	180	130
0	0	0%	0	0%	Handicap Expense	4,529	4,180	108%	4,165	109%	4,630	5,024
0	0	0%	0	0%	Lesson Expense	0	0	0%	0	0%	750	1,768
0	0	0%	0	0%	Repair & Maint - Building	97	175	55%	196	50%	175	167
14	250	6%	733	2%	TOTAL OPERATING EXPENSES	4,748	5,285	90%	6,169	77%	7,085	10,619
(1,797)	(1,322)	136%	(2,164)	83%	EBITDA	(16,245)	(16,331)	99%	(13,607)	119%	(37,960)	(32,896)
(1,797)	(1,322)	136%	(2,164)	83%	NET INCOME	(16,245)	(16,331)	99%	(13,607)	119%	(37,960)	(32,896)

The Golf Club at Cypress Head
G & A
For the Six Months Ending March 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
PAYROLL												
10,659	10,345	103%	10,288	104%	Gross Payroll - Salaried	62,481	62,068	101%	60,324	104%	125,150	123,458
0	0	0%	0	0%	Gross Payroll - Hourly	0	0	0%	60	0%	0	(160)
10,659	10,345	103%	10,288	104%	S/T Wages	62,481	62,068	101%	60,384	103%	125,150	123,298
760	791	96%	842	90%	Payroll Tax - FICA	4,374	4,748	92%	4,421	99%	9,574	8,584
(307)	0	0%	145	-212%	Payroll Tax - UC	(130)	140	-93%	551	-24%	140	(1,456)
283	211	135%	180	157%	Payroll Tax - WC	1,228	1,214	101%	1,175	105%	2,499	2,454
2,092	1,934	108%	1,828	114%	Benefits	9,865	11,604	85%	10,932	90%	23,583	21,548
2,828	2,936	96%	2,996	94%	S/T Adders	15,338	17,706	87%	17,079	90%	35,796	31,129
13,487	13,281	102%	13,284	102%	TOTAL PAYROLL	77,819	79,774	98%	77,463	100%	160,946	154,427
OPERATING EXPENSES												
434	700	62%	696	62%	Janitorial Supplies	4,316	3,550	122%	3,466	125%	6,550	7,960
0	0	0%	0	0%	Laundry/Uniforms	924	1,100	84%	23	4089%	1,550	1,922
411	150	274%	146	281%	Office Supplies	2,660	1,250	213%	1,273	209%	2,765	3,779
119	229	52%	229	52%	Alarm System	1,354	1,374	99%	1,371	99%	2,748	1,373
160	50	320%	42	384%	Computer Service	959	480	200%	461	208%	1,490	2,669
0	812	0%	812	0%	Contract Cleaning	3,248	4,872	67%	4,872	67%	9,744	7,308
0	0	0%	0	0%	Guest Relations	0	0	0%	20	0%	0	61
0	0	0%	0	0%	Repair & Maint - Equipment	506	0	0%	0	0%	0	1,559
1,410	50	2819%	32	4425%	Repair & Maint - Building	4,349	3,025	144%	3,074	141%	5,115	9,668
352	176	200%	176	200%	Off-Site Storage	1,056	1,056	100%	1,056	100%	2,112	2,112
1,708	1,600	107%	1,415	121%	Utilities - Other	10,740	9,750	110%	9,540	113%	21,250	22,439
380	150	253%	204	186%	Utilities - Telephone/Fax	1,101	900	122%	1,074	103%	1,800	2,395
249	450	55%	449	56%	Bank Charges	1,978	2,455	81%	2,461	80%	4,375	4,142
(48)	0	0%	(34)	140%	Cash Short/(Over)	(146)	0	0%	(162)	90%	0	(260)
200	200	100%	250	80%	Cell Phone	1,200	1,200	100%	1,200	100%	2,400	2,400
4,269	4,296	99%	4,296	99%	City Surcharge R & R	21,695	19,310	112%	19,310	112%	36,136	39,680
4,418	3,000	147%	3,080	143%	Credit Card Discounts	22,491	16,360	137%	16,295	138%	29,160	39,210
0	0	0%	(25)	0%	Donations	(5)	150	-3%	100	-5%	700	606
0	0	0%	0	0%	Dues & Subscriptions	385	570	68%	505	76%	1,600	1,447
(854)	300	-285%	332	-257%	Employee Relations	(26)	1,400	-2%	1,419	-2%	2,000	798
6,130	6,150	100%	5,312	115%	Insurance Expense	36,778	36,900	100%	31,745	116%	73,800	70,951
(30)	10	-297%	0	-7433%	Member Relations	2,418	60	4031%	0	604608%	120	2,954
2,081	0	0%	0	0%	Miscellaneous	2,081	0	0%	0	0%	0	2,081
0	0	0%	0	0%	O/S - Accounting	10,000	9,250	108%	9,250	108%	13,250	13,900
421	320	131%	337	125%	Payroll Processing Fee	2,495	2,130	117%	2,146	116%	4,050	4,832
319	50	638%	55	580%	Postage/Shipping	1,236	1,150	107%	1,138	109%	1,650	2,345
(30)	0	0%	(30)	100%	Tax/Licenses/Fees	(180)	0	0%	(180)	100%	0	(285)
0	30	0%	83	0%	Travel - Meals	1,088	180	605%	398	274%	360	1,327
36	200	18%	15	241%	Travel - Other	1,008	1,200	84%	40	2529%	2,400	3,241
20	0	0%	0	0%	Employee Meals	20	0	0%	0	50000%	0	37
22,154	18,923	117%	17,871	124%	TOTAL OPERATING EXPENSES	135,729	119,672	113%	111,896	121%	227,125	252,647
(35,641)	(32,204)	111%	(31,155)	114%	EBITDA	(213,547)	(199,447)	107%	(189,359)	113%	(388,071)	(407,075)
6,307	6,369	99%	6,184	102%	Management Fee	37,845	38,216	99%	37,103	102%	76,432	74,947
6,307	6,369	99%	6,184	102%	Management Fees	37,845	38,216	99%	37,103	102%	76,432	74,947
23	23	100%	23	100%	Deprec - Mach & Equip	139	139	100%	139	100%	277	277
72	72	100%	72	100%	Deprec - Buildings	434	434	100%	434	100%	869	869
96	96	100%	96	100%	S/T DEPR. & AMORT	573	573	100%	573	100%	1,146	1,146
(42,043)	(38,669)	109%	(37,434)	112%	NET INCOME	(251,965)	(238,236)	106%	(227,035)	111%	(465,649)	(483,169)

The Golf Club at Cypress Head
Marketing
For the Six Months Ending March 31, 2022

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							
4,250	3,654	116%	3,969	107%	Gross Payroll - Salaried	22,559	21,926	103%	21,309	106%	44,435	42,486
4,250	3,654	116%	3,969	107%	S/T Wages	22,559	21,926	103%	21,309	106%	44,435	42,486
304	280	109%	324	94%	Payroll Tax - FICA	1,596	1,677	95%	1,586	101%	3,399	3,160
0	9	0%	0	0%	Payroll Tax - UC	88	95	93%	217	40%	119	(258)
107	74	143%	71	150%	Payroll Tax - WC	446	429	104%	415	108%	887	888
880	0	0%	551	160%	Benefits	3,867	0	0%	3,285	118%	0	7,240
1,291	363	355%	946	136%	S/T Adders	5,996	2,201	272%	5,503	109%	4,406	11,029
5,541	4,018	138%	4,915	113%	TOTAL PAYROLL	28,555	24,127	118%	26,812	106%	48,841	53,515
					OPERATING EXPENSES							
1,338	1,400	96%	1,369	98%	Advertising & Promotion	9,179	9,350	98%	7,039	130%	23,190	20,202
1,338	1,400	96%	1,369	98%	TOTAL OPERATING EXPENSES	9,179	9,350	98%	7,039	130%	23,190	20,202
(6,879)	(5,418)	127%	(6,284)	109%	EBITDA	(37,734)	(33,477)	113%	(33,851)	111%	(72,031)	(73,717)
(6,879)	(5,418)	127%	(6,284)	109%	NET INCOME	(37,734)	(33,477)	113%	(33,851)	111%	(72,031)	(73,717)

The Golf Club at Cypress Head
Comparative Income Statement
For the Six Months Ending March 31, 2022

	MTD Prior Year	YTD Prior Year	Audited Prior Year	Percent of Total	MTD Actual	YTD Actual	Annual Budget	Percent of Total
REVENUES								
Green Fees & Cart Fees	165,639	706,245	1,340,533	53%	182,973	863,854	1,259,492	69%
Merchandise	11,642	51,267	101,829	50%	18,267	60,866	90,550	67%
Other Pro Shop	1,680	10,977	22,201	49%	1,799	12,732	19,063	67%
Range	5,075	23,750	47,156	50%	5,383	29,035	44,300	66%
Other Operating Revenues	4,296	19,310	37,295	52%	4,269	21,695	36,122	60%
TOTAL REVENUE	188,333	811,549	1,549,014	52%	212,692	988,182	1,449,526	68%
COST OF SALES								
Merchandise	7,817	33,946	65,191	52%	13,796	41,631	55,236	75%
TOTAL COGS	7,817	33,946	65,191	52%	13,796	41,631	55,236	75%
COGS - Merchandise %	67.1%	66.2%	64.0%	103.4%	75.5%	68.4%	61.0%	112.1%
PAYROLL								
Course and Grounds	32,463	188,910	375,742	50%	41,963	218,646	416,997	52%
Carts, Range, Starters, Etc.	8,689	41,170	87,171	47%	9,868	53,490	98,064	55%
Pro Shop	6,937	35,737	77,058	46%	8,052	43,464	85,253	51%
General and Administrative	13,284	77,463	154,072	50%	13,487	77,819	160,946	48%
Marketing	4,915	26,812	51,773	52%	5,541	28,555	48,841	58%
TOTAL PAYROLL	66,288	370,091	745,816	50%	78,911	421,973	810,100	52%
OPERATING EXPENSES								
Course and Grounds	13,556	118,204	269,404	44%	22,944	127,106	264,162	48%
Carts, Range, Starters, Etc.	8,168	40,707	79,444	51%	5,792	33,983	88,006	39%
Pro Shop	733	6,169	12,040	51%	14	4,748	7,085	67%
General and Administrative	17,871	111,896	228,815	49%	22,154	135,729	227,125	60%
Marketing	1,369	7,039	18,061	39%	1,338	9,179	23,190	40%
TOTAL OPERATING EXPENSES	41,697	284,015	607,765	47%	52,241	310,744	609,568	51%
TOTAL EXPENSES	115,801	688,052	1,418,771	48%	144,949	774,348	1,474,903	53%
OTHER INCOME (EXPENSE)								
MANAGEMENT FEES	(6,184)	(37,103)	(74,205)	50%	(6,307)	(37,845)	(76,432)	50%
Depreciation & Amortization	(96)	(573)	(1,146)	50%	(96)	(573)	(1,146)	50%
TOTAL OTHER INCOME (EXPENSE)	(6,279)	(37,676)	(75,352)	50%	(6,403)	(38,418)	(77,578)	50%
NET INCOME	66,252	85,821	54,891	156%	61,340	175,415	(102,955)	-170%
=====								
Paid Rounds	4,726	20,799	40,207		4,660	23,161	38,424	
Annual Pass Rounds	396	2,063	4,018		414	2,338	4,748	
Other Rounds	267	1,348	2,743		246	1,536	2,636	
Total Rounds	5,389	24,210	46,968		5,320	27,035	45,808	
Revenue/Paid Rounds	40	39	39		46	43	38	
Revenue/Total Rounds	35	34	33		40	37	32	

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2022

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												
182,973	146,893	125%	165,639	110%	Green Fees & Cart Fees	863,854	668,373	129%	706,245	122%	1,259,492	1,498,142
18,267	11,500	159%	11,642	157%	Merchandise	60,866	51,750	118%	51,267	119%	90,550	111,428
1,799	1,680	107%	1,680	107%	Other Pro Shop	12,732	11,217	114%	10,977	116%	19,063	23,956
5,383	5,200	104%	5,075	106%	Range	29,035	24,600	118%	23,750	122%	44,300	52,441
4,269	4,296	99%	4,296	99%	Other Operating Revenues	21,695	19,313	112%	19,310	112%	36,122	39,680
212,692	169,570	125%	188,333	113%	TOTAL REVENUE	988,182	775,253	127%	811,549	122%	1,449,526	1,725,646
COST OF SALES												
13,796	7,015	197%	7,817	177%	Merchandise	41,631	31,568	132%	33,946	123%	55,236	72,876
13,796	7,015	197%	7,817	177%	TOTAL COGS	41,631	31,568	132%	33,946	123%	55,236	72,876
75.5%	61.0%	123.8%	67.1%	112.5%	COGS - Merchandise %	68.4%	61.0%	112.1%	66.2%	103.3%	61.0%	766.9%
PAYROLL												
41,963	35,478	118%	32,463	129%	Course and Grounds	218,646	206,664	106%	188,910	116%	416,997	405,478
9,868	8,339	118%	8,689	114%	Carts, Range, Starters, Etc.	53,490	48,838	110%	41,170	130%	98,064	99,491
8,052	7,237	111%	6,937	116%	Pro Shop	43,464	42,446	102%	35,737	122%	85,253	84,785
13,487	13,281	102%	13,284	102%	General and Administrative	77,819	79,774	98%	77,463	100%	160,946	154,427
5,541	4,018	138%	4,915	113%	Marketing	28,555	24,127	118%	26,812	106%	48,841	53,515
78,911	68,352	115%	66,288	119%	TOTAL PAYROLL	421,973	401,850	105%	370,091	114%	810,100	797,697
OPERATING EXPENSES												
22,944	13,936	165%	13,556	169%	Course and Grounds	127,106	114,556	111%	118,204	108%	264,162	278,306
5,792	9,400	62%	8,168	71%	Carts, Range, Starters, Etc.	33,983	43,781	78%	40,707	83%	88,006	72,720
14	250	6%	733	2%	Pro Shop	4,748	5,285	90%	6,169	77%	7,085	10,619
22,154	18,923	117%	17,871	124%	General and Administrative	135,729	119,672	113%	111,896	121%	227,125	252,647
1,338	1,400	96%	1,369	98%	Marketing	9,179	9,350	98%	7,039	130%	23,190	20,202
52,241	43,909	119%	41,697	125%	TOTAL OPERATING EXPENSES	310,744	292,644	106%	284,015	109%	609,568	634,494
144,949	119,277	122%	115,801	125%	TOTAL EXPENSES	774,348	726,062	107%	688,052	113%	1,474,903	1,505,067
67,743	50,293	135%	72,531	93%	EBITDA	213,833	49,191	435%	123,497	173%	(25,377)	220,579

The Golf Club at Cypress Head
For the Six Months Ending March 31, 2022

MTD Actual	MTD Budget	% of Budget	MTD Prior Year	% of PY		YTD Actual	YTD Budget	% of Budget	YTD Prior Year	% of PY	Annual Budget	
67,743	50,293	135%	72,531	93%	EBITDA	213,833	49,191	435%	123,497	173%	(25,377)	220,579
(6,307)	(6,369)	99%	(6,184)	102%	MANAGEMENT FEES	(37,845)	(38,216)	99%	(37,103)	102%	(76,432)	(74,947)
(96)	(96)	100%	(96)	100%	OTHER INCOME (EXPENSE)	(573)	(573)	100%	(573)	100%	(1,146)	(1,146)
(96)	(96)	100%	(96)	100%	Depreciation & Amortization	(573)	(573)	100%	(573)	100%	(1,146)	(1,146)
61,340	43,828	140%	66,252	93%	TOTAL OTHER INCOME (EXPENSE)	(573)	(573)	100%	(573)	100%	(1,146)	(1,146)
					NET INCOME	175,415	10,402	1686%	85,821	204%	(102,955)	144,486
4,660	4,649	100%	4,726	99%	Paid Rounds	23,161	20,624	112%	20,799	111%	38,424	42,571
414	404	102%	396	105%	Annual Pass Rounds	2,338	2,062	113%	2,063	113%	4,748	4,293
246	262	94%	267	92%	Other Rounds	1,536	1,360	113%	1,348	114%	2,636	2,931
5,320	5,315	100%	5,389	99%	Total Rounds	27,035	24,046	112%	24,210	112%	45,808	49,795
46	36	125%	40	115%	Revenue/Paid Rounds	43	38	114%	39	109%	38	481
40	32	125%	35	114%	Revenue/Total Rounds	37	32	113%	34	109%	32	410

Ranges: From:

Date: 3/1/2022

Account: First

To:

3/31/2022

Last

Sorted By:

Account

Include:

Posting, Unit

Print Currency In:

Functional (Z-US\$)

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	10020-5950-900	Cash - Course Depository NEW	\$292,531.94	\$255,980.97	\$252,333.63	\$3,647.34	\$296,179.28
	10050-5950-900	Cash - Course Payroll BMO	\$33,510.91	\$119,261.58	\$86,530.69	\$32,730.89	\$66,241.80
	10100-5950-900	Cash - Course Other	\$850.00	\$0.00	\$0.00	\$0.00	\$850.00
	10180-5950-900	Cash - Pro Shop Bank	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
	11160-5950-900	A/R Member	\$1,650.09	\$25,525.64	\$24,416.69	\$1,108.95	\$2,759.04
	12000-5950-900	Inventory - Merchandise	\$31,673.27	\$22,077.61	\$18,753.15	\$3,324.46	\$34,997.73
	13020-5950-900	Prepaid Insurance	\$11,820.78	\$12,018.00	\$6,129.69	\$5,888.31	\$17,709.09
	13040-5950-900	Prepaid Exp - Other	\$20,280.87	\$0.00	\$278.34	(\$278.34)	\$20,002.53
	20100-5950-900	Machinery & Equipment	\$5,550.40	\$0.00	\$0.00	\$0.00	\$5,550.40
	20160-5950-900	Buildings and Improvements	\$30,597.54	\$0.00	\$0.00	\$0.00	\$30,597.54
	22040-5950-900	Accum. Deprec - Mach & Equip	(\$4,555.10)	\$0.00	\$23.12	(\$23.12)	(\$4,578.22)
	22080-5950-900	Accum. Deprec - Buildings	(\$25,890.84)	\$0.00	\$72.41	(\$72.41)	(\$25,963.25)
	30000-5950-900	Accts Pay - Trade	(\$79,058.61)	\$229,007.29	\$211,076.39	\$17,930.90	(\$61,127.71)
	30040-5950-900	Accts Pay - Other	\$4,732.58	\$11,396.47	\$11,813.96	(\$417.49)	\$4,315.09
	31000-5950-900	Accrued Expenses	(\$4,226.53)	\$6,307.46	\$2,080.93	\$4,226.53	\$0.00
	31020-5950-900	Accrued Payroll	(\$39,603.51)	\$33,290.98	\$41,133.59	(\$7,842.61)	(\$47,446.12)
	31080-5950-900	Accrued Tips Payable	\$0.00	\$832.22	\$1,134.53	(\$302.31)	(\$302.31)
	31220-5950-900	Accrued Sales Tax	(\$11,743.77)	\$11,743.77	\$12,518.10	(\$774.33)	(\$12,518.10)
	31400-5950-900	Accrued City Surcharge	\$0.00	\$4,269.48	\$4,269.48	\$0.00	\$0.00
	32000-5950-900	Deferred Rev - Rainchecks	(\$2,018.12)	\$589.98	\$1,178.24	(\$588.26)	(\$2,606.38)
	32020-5950-900	Deferred Rev - Outing Deposits	(\$14,238.72)	\$3,420.00	\$15,075.48	(\$11,655.48)	(\$25,894.20)
	32040-5950-900	Deferred Rev - Legacy GF Passes	(\$19,535.35)	\$2,790.88	\$0.00	\$2,790.88	(\$16,744.47)
	32050-5950-900	Deferred Revenue - Cypress GF Passes	(\$21,559.99)	\$3,080.02	\$0.00	\$3,080.02	(\$18,479.97)
	32070-5950-900	Deferred Rev - Gift Cards	(\$34,123.42)	\$1,469.50	\$519.39	\$950.11	(\$33,173.31)
	32100-5950-900	Deferred Rev - Credit Books	(\$14,912.74)	\$1,217.36	\$965.60	\$251.76	(\$14,660.98)
	32120-5950-900	Deferred Rev - Trail Fee Pass	(\$47,304.59)	\$7,242.29	\$0.00	\$7,242.29	(\$40,062.30)
	32220-5950-900	Deferred Rev - Founders Pass	(\$851.35)	\$121.63	\$0.00	\$121.63	(\$729.72)
	50000-5950-100	Green Fees - Annual Pass	(\$27,630.74)	\$0.00	\$5,992.53	(\$5,992.53)	(\$33,623.27)
	5003A-5950-100	Green Fee - Group	(\$48,506.70)	\$0.00	\$18,427.07	(\$18,427.07)	(\$66,933.77)
	50040-5950-100	Green Fees - Member	(\$1,783.35)	\$0.00	\$49.88	(\$49.88)	(\$1,833.23)
	5005A-5950-100	Green Fee - Hotel	(\$131.60)	\$0.00	\$0.00	\$0.00	(\$131.60)
	5006A-5950-100	Green Fee - Junior	(\$767.04)	\$0.00	\$172.96	(\$172.96)	(\$940.00)
	50070-5950-100	Green Fees - (surcharge)	(\$17,243.83)	\$4,269.48	\$8,538.96	(\$4,269.48)	(\$21,513.31)
	5007A-5950-100	Green Fee - League	(\$55,462.00)	\$0.00	\$12,431.02	(\$12,431.02)	(\$67,893.02)
	5010A-5950-100	Green Fee - Non-Resident (Standard)	(\$26,896.60)	\$0.00	\$15,930.59	(\$15,930.59)	(\$42,827.19)
	5012A-5950-100	Green Fee - Outing	(\$28,350.20)	\$0.00	\$10,358.56	(\$10,358.56)	(\$38,708.76)
	5014A-5950-100	Green Fee - Resident	(\$134,557.03)	\$0.00	\$27,719.10	(\$27,719.10)	(\$162,276.13)
	5015A-5950-100	Green Fee - Senior	(\$81,284.72)	\$0.00	\$21,319.38	(\$21,319.38)	(\$102,604.10)
	5019A-5950-100	Green Fee - Wholesale	(\$575.56)	\$0.00	\$468.68	(\$468.68)	(\$1,044.24)
	50500-5950-200	Cart Fee 18	(\$223,629.99)	\$0.00	\$58,591.28	(\$58,591.28)	(\$282,221.27)
	50520-5950-200	Cart Fee - Annual Trail	(\$34,061.66)	\$0.00	\$7,242.29	(\$7,242.29)	(\$41,303.95)
	52090-5950-600	Handicap Fee	(\$3,875.00)	\$0.00	\$40.00	(\$40.00)	(\$3,915.00)
	52150-5950-600	Lessons	(\$5,788.00)	\$0.00	\$1,429.00	(\$1,429.00)	(\$7,217.00)
	52280-5950-600	Rental Clubs	(\$1,270.00)	\$0.00	\$330.00	(\$330.00)	(\$1,600.00)
	52310-5950-600	Retail	(\$42,599.28)	\$0.00	\$18,267.01	(\$18,267.01)	(\$60,866.29)
	53050-5950-220	Range Pass Revenue	(\$23,651.34)	\$0.00	\$5,383.38	(\$5,383.38)	(\$29,034.72)
	56120-5950-100	City Surcharge R & R	(\$17,425.25)	\$0.00	\$4,269.48	(\$4,269.48)	(\$21,694.73)
	60000-5950-600	COGS - Merchandise - Accessories	\$27,834.82	\$13,796.15	\$0.00	\$13,796.15	\$41,630.97
	70000-5950-100	Gross Payroll - Salaried	\$48,811.92	\$11,483.18	\$1,013.22	\$10,469.96	\$59,281.88
	70000-5950-900	Gross Payroll - Salaried	\$51,822.29	\$11,681.93	\$1,023.35	\$10,658.58	\$62,480.87
	70000-5950-950	Gross Payroll - Salaried	\$18,308.24	\$4,571.18	\$320.90	\$4,250.28	\$22,558.52
	70010-5950-100	Gross Payroll - Hourly	\$102,168.36	\$24,837.77	\$1,303.64	\$23,534.13	\$125,702.49
	70010-5950-200	Gross Payroll - Hourly	\$39,312.14	\$9,570.92	\$729.99	\$8,840.93	\$48,153.07

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	70010-5950-600	Gross Payroll - Hourly	\$29,771.09	\$7,005.22	\$544.16	\$6,461.06	\$36,232.15
	71000-5950-100	Payroll Tax - FICA	\$11,092.98	\$2,694.79	\$177.24	\$2,517.55	\$13,610.53
	71000-5950-200	Payroll Tax - FICA	\$3,141.72	\$779.52	\$55.85	\$723.67	\$3,865.39
	71000-5950-600	Payroll Tax - FICA	\$2,276.93	\$531.51	\$29.39	\$502.12	\$2,779.05
	71000-5950-900	Payroll Tax - FICA	\$3,613.61	\$838.69	\$78.29	\$760.40	\$4,374.01
	71000-5950-950	Payroll Tax - FICA	\$1,291.89	\$328.52	\$24.56	\$303.96	\$1,595.85
	71010-5950-100	Payroll Tax - UC	\$825.02	\$128.10	\$0.00	\$128.10	\$953.12
	71010-5950-200	Payroll Tax - UC	\$459.20	\$75.16	\$0.00	\$75.16	\$534.36
	71010-5950-600	Payroll Tax - UC	\$211.61	\$29.00	\$0.00	\$29.00	\$240.61
	71010-5950-900	Payroll Tax - UC	\$177.80	\$307.33	\$614.66	(\$307.33)	(\$129.53)
	71010-5950-950	Payroll Tax - UC	\$87.84	\$0.00	\$0.00	\$0.00	\$87.84
	71020-5950-100	Payroll Tax - WC	\$2,712.89	\$887.54	\$0.00	\$887.54	\$3,600.43
	71020-5950-200	Payroll Tax - WC	\$708.62	\$228.10	\$0.00	\$228.10	\$936.72
	71020-5950-600	Payroll Tax - WC	\$556.35	\$172.38	\$0.00	\$172.38	\$728.73
	71020-5950-900	Payroll Tax - WC	\$945.02	\$283.47	\$0.00	\$283.47	\$1,228.49
	71020-5950-950	Payroll Tax - WC	\$339.02	\$106.76	\$0.00	\$106.76	\$445.78
	71030-5950-100	Benefits	\$11,071.44	\$7,573.50	\$3,147.43	\$4,426.07	\$15,497.51
	71030-5950-600	Benefits	\$2,595.77	\$1,345.27	\$457.62	\$887.65	\$3,483.42
	71030-5950-900	Benefits	\$7,773.14	\$3,105.44	\$1,013.78	\$2,091.66	\$9,864.80
	71030-5950-950	Benefits	\$2,986.44	\$1,353.65	\$473.37	\$880.28	\$3,866.72
	80110-5950-200	Cart Supplies	\$1,127.72	\$112.98	\$0.00	\$112.98	\$1,240.70
	80120-5950-100	Chemicals	\$3,536.26	\$95.00	\$0.00	\$95.00	\$3,631.26
	80170-5950-100	Course Accessories	\$2,319.55	\$0.00	\$0.00	\$0.00	\$2,319.55
	80230-5950-100	Fertilizer	\$24,513.78	\$6,559.70	\$0.00	\$6,559.70	\$31,073.48
	80250-5950-100	Flowers/Decor	\$515.00	\$0.00	\$0.00	\$0.00	\$515.00
	80270-5950-100	Fuel	\$6,570.23	\$1,144.68	\$0.00	\$1,144.68	\$7,714.91
	80280-5950-100	Fungicides	\$2,160.75	\$0.00	\$0.00	\$0.00	\$2,160.75
	80320-5950-100	Herbicides	\$4,395.91	\$1,525.50	\$0.00	\$1,525.50	\$5,921.41
	80370-5950-100	Insecticides	\$713.42	\$780.00	\$0.00	\$780.00	\$1,493.42
	80380-5950-900	Janitorial Supplies	\$3,881.52	\$434.04	\$0.00	\$434.04	\$4,315.56
	80420-5950-900	Laundry/Uniforms	\$924.18	\$0.00	\$0.00	\$0.00	\$924.18
	80520-5950-600	Office Supplies	\$9.72	\$14.26	\$0.00	\$14.26	\$23.98
	80520-5950-900	Office Supplies	\$2,249.27	\$410.95	\$0.00	\$410.95	\$2,660.22
	80610-5950-220	Range Balls	\$1,760.00	\$0.00	\$0.00	\$0.00	\$1,760.00
	80620-5950-220	Range Equipment	\$225.87	\$807.64	\$0.00	\$807.64	\$1,033.51
	80630-5950-220	Range Expenses	\$971.06	\$146.02	\$0.00	\$146.02	\$1,117.08
	80690-5950-100	Sand/Topdress	\$3,465.23	\$0.00	\$0.00	\$0.00	\$3,465.23
	80710-5950-100	Seeds/Trees	\$4,115.00	\$0.00	\$0.00	\$0.00	\$4,115.00
	80730-5950-100	Small Tools	\$519.48	\$105.97	\$0.00	\$105.97	\$625.45
	80810-5950-600	Tournament Expense	\$98.23	\$0.00	\$0.00	\$0.00	\$98.23
	81010-5950-900	Alarm System	\$1,235.01	\$118.50	\$0.00	\$118.50	\$1,353.51
	81090-5950-200	Cart Repairs	\$344.06	\$48.84	\$0.00	\$48.84	\$392.90
	81130-5950-900	Computer Service	\$799.20	\$159.84	\$0.00	\$159.84	\$959.04
	81140-5950-900	Contract Cleaning	\$3,248.00	\$0.00	\$0.00	\$0.00	\$3,248.00
	81220-5950-600	Handicap Expense	\$4,529.00	\$0.00	\$0.00	\$0.00	\$4,529.00
	81250-5950-100	Irrigation	\$3,466.27	\$525.00	\$0.00	\$525.00	\$3,991.27
	81350-5950-100	Repair & Maint - Equipment	\$6,000.63	\$2,264.09	\$0.00	\$2,264.09	\$8,264.72
	81350-5950-900	Repair & Maint - Equipment	\$505.60	\$0.00	\$0.00	\$0.00	\$505.60
	81360-5950-100	Repair & Maint - Building	\$152.12	\$19.11	\$0.00	\$19.11	\$171.23
	81360-5950-600	Repair & Maint - Building	\$96.84	\$0.00	\$0.00	\$0.00	\$96.84
	81360-5950-900	Repair & Maint - Building	\$2,939.74	\$1,409.50	\$0.00	\$1,409.50	\$4,349.24
	82000-5950-200	Cart Lease	\$18,632.00	\$3,535.00	\$0.00	\$3,535.00	\$22,167.00
	82020-5950-100	Equipment Lease	\$30,863.50	\$7,671.00	\$0.00	\$7,671.00	\$38,534.50
	82060-5950-900	Off-Site Storage	\$704.00	\$352.00	\$0.00	\$352.00	\$1,056.00
	83000-5950-100	Utilities - Electric	\$1,143.51	\$230.89	\$0.00	\$230.89	\$1,374.40
	83000-5950-200	Utilities - Electric	\$5,130.03	\$1,141.34	\$0.00	\$1,141.34	\$6,271.37
	83020-5950-100	Utilities - Other	\$8,118.98	\$1,786.71	\$0.00	\$1,786.71	\$9,905.69
	83020-5950-900	Utilities - Other	\$9,031.52	\$1,708.27	\$0.00	\$1,708.27	\$10,739.79
	83030-5950-900	Utilities - Telephone/Fax	\$721.49	\$379.58	\$0.00	\$379.58	\$1,101.07
	83050-5950-100	Utilities - Water	\$1,163.66	\$235.88	\$0.00	\$235.88	\$1,399.54

TRIAL BALANCE SUMMARY FOR 2021

The Golf Club at Cypress Head

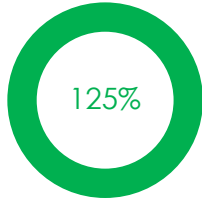
Inactive	Account	Description	Beginning Balance	Debit	Credit	Net Change	Ending Balance
	84040-5950-950	Adv/Promo - Mktg/Bus Dev	\$7,841.30	\$1,338.02	\$0.00	\$1,338.02	\$9,179.32
	85020-5950-900	Bank Charges	\$1,728.07	\$249.46	\$0.00	\$249.46	\$1,977.53
	85050-5950-900	Cash Short/(Over)	(\$97.72)	\$158.05	\$205.98	(\$47.93)	(\$145.65)
	85060-5950-900	Cell Phone	\$1,000.00	\$200.00	\$0.00	\$200.00	\$1,200.00
	85070-5950-900	City Surcharge R & R	\$17,425.25	\$4,269.48	\$0.00	\$4,269.48	\$21,694.73
	85120-5950-900	Credit Card Discounts	\$18,073.10	\$4,417.65	\$0.00	\$4,417.65	\$22,490.75
	85140-5950-900	Donations	(\$5.00)	\$0.00	\$0.00	\$0.00	(\$5.00)
	85150-5950-900	Dues & Subscriptions	\$385.00	\$0.00	\$0.00	\$0.00	\$385.00
	85160-5950-100	Education & Training	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
	85190-5950-900	Employee Relations	\$828.36	\$1,052.15	\$1,906.27	(\$854.12)	(\$25.76)
	85200-5950-100	Employee Testing	\$29.00	\$0.00	\$0.00	\$0.00	\$29.00
	85280-5950-900	Insurance Expense	\$30,648.45	\$6,129.69	\$0.00	\$6,129.69	\$36,778.14
	85320-5950-900	Member Relations	\$2,448.16	\$70.00	\$99.73	(\$29.73)	\$2,418.43
	85340-5950-900	Miscellaneous	\$0.00	\$2,080.93	\$0.00	\$2,080.93	\$2,080.93
	85390-5950-900	O/S - Accounting	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00
	85480-5950-900	Payroll Processing Fee	\$2,074.22	\$420.57	\$0.00	\$420.57	\$2,494.79
	85490-5950-900	Postage/Shipping	\$916.82	\$319.20	\$0.00	\$319.20	\$1,236.02
	85610-5950-900	Tax/Licenses/Fees	(\$150.00)	\$0.00	\$30.00	(\$30.00)	(\$180.00)
	85710-5950-900	Travel - Meals	\$1,088.21	\$0.00	\$0.00	\$0.00	\$1,088.21
	85720-5950-900	Travel - Other	\$972.49	\$35.84	\$0.00	\$35.84	\$1,008.33
	89020-5950-900	Employee Meals	\$0.00	\$20.00	\$0.00	\$20.00	\$20.00
	90000-5950-900	Management Fee	\$31,537.30	\$12,614.92	\$6,307.46	\$6,307.46	\$37,844.76
	98020-5950-900	Deprec - Mach & Equip	\$115.60	\$23.12	\$0.00	\$23.12	\$138.72
	98040-5950-900	Deprec - Buildings	\$362.05	\$72.41	\$0.00	\$72.41	\$434.46
	R002A-5950-100	Rounds - Annual	5,942.00	414.00	0.00	414.00	6,356.00
	R003A-5950-100	Rounds - Group	6,921.00	878.00	0.00	878.00	7,799.00
	R005A-5950-100	Rounds - Green Fee - Hotel	7.00	0.00	0.00	0.00	7.00
	R006A-5950-100	Rounds - Green Fee - Junior	926.00	47.00	0.00	47.00	973.00
	R007A-5950-100	Rounds - Green Fee - League	8,603.00	539.00	0.00	539.00	9,142.00
	R010A-5950-100	Rounds - Green Fee - Non-Resident (Standard)	2,542.00	451.00	0.00	451.00	2,993.00
	R011A-5950-100	Rounds - Green Fee - Non-Resident	231.00	15.00	0.00	15.00	246.00
	R012A-5950-100	Rounds - Green Fee - Outing	3,932.00	495.00	0.00	495.00	4,427.00
	R014A-5950-100	Rounds - Resident	25,866.00	1,459.00	0.00	1,459.00	27,325.00
	R015A-5950-100	Rounds - Green Fee - Senior	9,761.00	772.00	0.00	772.00	10,533.00
	R016A-5950-100	Rounds - Green Fee - Staff	2,139.00	125.00	0.00	125.00	2,264.00
	R017A-5950-100	Rounds - Green Fee - Trade	1,663.00	106.00	0.00	106.00	1,769.00
	R019A-5950-100	Rounds - Green Fee - Wholesale	152.00	19.00	0.00	19.00	171.00
	RCMWD-5950-100	Rounds - Complimentary - Weekday	15,846.00	0.00	0.00	0.00	15,846.00
	REMWD-5950-100	Rounds - Employee - Weekday	21,589.00	0.00	0.00	0.00	21,589.00
	RMBWD-5950-100	Rounds - Member - Weekday	80,170.00	0.00	0.00	0.00	80,170.00
	RPKWD-5950-100	Rounds - Peak - Weekday	450,023.00	0.00	0.00	0.00	450,023.00
	RPKWE-5950-100	Rounds - Peak - Weekend	5,071.00	0.00	0.00	0.00	5,071.00
		<u>Accounts</u>	<u>Beginning Balance</u>	<u>Debit</u>	<u>Credit</u>	<u>Net Change</u>	<u>Ending Balance</u>
	Grand Totals:	155	\$0.00	\$926,821.47	\$926,821.47	\$0.00	\$0.00

Sales & Marketing Snapshot

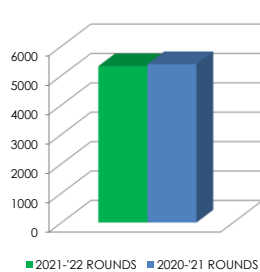
MARCH 2022

Report Date: 4/30/22

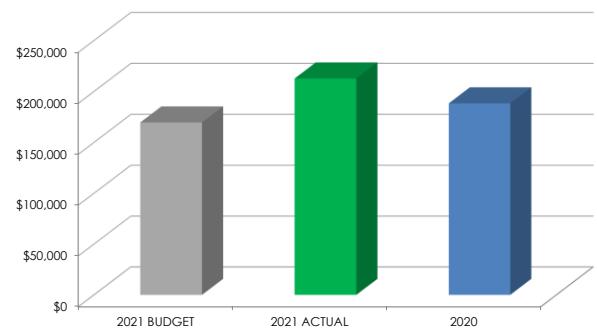
Percentage of Budget



Monthly Summary Totals



MONTHLY BUDGET	\$169,570
ACTUAL MONTHLY REVENUE	\$212,692
VARIANCE TO BUDGET	\$43,122
PY MONTHLY REVENUE	\$188,333



MARCH

2021-'22 Monthly Budget

REVENUE CLASS	AMOUNT
Total Golf	\$146,893
Outings	\$25,000
Merchandise	\$13,180
Payroll Expense	\$68,352
OpEx	\$43,909

2021-'22 Actuals

REVENUE CLASS	AMOUNT
Total Golf	\$182,973
Outings	\$41,641
Merchandise	\$20,066
Payroll Expense	\$78,911
OpEx	\$52,241

Month PY

REVENUE CLASS	AMOUNT
Total Golf	\$165,639
Outings	\$32,645
Merchandise	\$13,322
Payroll Expense	\$66,288
OpEx	\$41,697

2021-'22 ROUNDS
5320
2020-'21 ROUNDS
5389

MARCH ACTION ITEMS / STRATEGIES / COMMENTS

- * Revenues for March increased by 25% over budget
- * Revenues improved by 13% from March of previous year
- * Hosted Spruce Creek Academy of Finance golf Tournament and the POSD Chamber league
- * Hosted a Callaway Demo Day increasing golf club sales and merchandise for the pro shop by over 60%
- *
- *
- *

CYPRESS PASS SALES

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

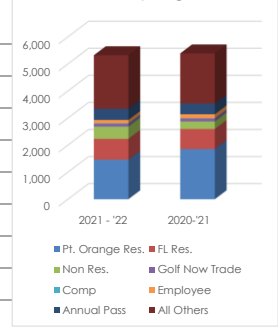
WEATHER INFORMATION

PLAYABLE DAYS	
2021	2022
26	27
PRECIPITATION IN INCHES	
2021	2022
2.3	2.8

ROUNDS SEGMENTATION

SEGMENT	2021-'22	2020-'21
Pt. Orange Res.	1,459	1,854
FL Res.	772	740
Non Res.	451	277
Golf Now Trade	109	112
Comp	15	11
Employee	122	144
Annual Pass	414	396
All Others	1,978	1,855
TOTAL	5,320	5,389

Rounds by Segment



TRUE REVIEW SUMMARY



2022 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.6	9.8	9.3	9.9	95.0	20
2021 Month End					
OVERALL	SERVICE	COURSE	RECOMMEND	NPS	# of SURVEYS
9.5	9.9	8.7	9.8	95.5	22



April 30th, 2021

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

Dear Ms. Fenwick,

The following is the financial and operational summary report for March 2022 at Cypress Head Golf Club. These numbers reflect only the Golf portion for the month and year to date.

FINANCIAL SUMMARY FOR GOLF MONTH ENDING March 2022									
	Current				Year to Date				
	Actual	Budget	Variance vs. Budget		Actual	Budget	Prior Year	Variance vs. Budget	
Revenue									
Green Fees	\$ 117,139	\$ 86,475	\$ 30,664		\$ 540,329	\$ 399,320	\$ 438,011	\$ 141,009	
Cart Fees	\$ 65,834	\$ 60,418	\$ 5,416		\$ 323,525	\$ 269,053	\$ 268,234	\$ 54,472	
Range	\$ 5,383	\$ 5,200	\$ 183		\$ 29,035	\$ 24,600	\$ 23,750	\$ 4,435	
Pro- Shop Revenues	\$ 20,066	\$ 13,180	\$ 6,886		\$ 73,598	\$ 62,967	\$ 62,244	\$ 10,631	
City Surcharge R/R	\$ 4,269	\$ 4,296	\$ (27)		\$ 21,695	\$ 19,313	\$ 19,310	\$ 2,382	
Total Revenue	\$ 212,691	\$ 169,569	\$ 43,122		\$ 988,182	\$ 775,253	\$ 811,549	\$ 212,929	
Cost of Sales	\$ 13,796	\$ 7,015	\$ 6,781	72%	\$ 41,631	\$ 31,568	\$ 33,946	\$ 10,063	
Merchandise	\$ 13,796	\$ 7,015	\$ 6,781		\$ 41,631	\$ 31,568	\$ 26,129	\$ 10,063	64%
Gross Margin	\$ 198,895	\$ 162,554	\$ 36,341		\$ 946,551	\$ 743,685	\$ 777,603	\$ 202,866	
Total Payroll	\$ 78,911	\$ 68,352	\$ 10,559		\$ 421,973	\$ 401,850	\$ 370,091	\$ 20,123	
Total Operating Expenses	\$ 52,241	\$ 43,909	\$ 8,332		\$ 310,744	\$ 292,644	\$ 284,015	\$ 18,100	
EBITDA	\$ 67,743	\$ 50,293	\$ 17,450		\$ 213,833	\$ 49,191	\$ 123,497	\$ 164,642	
Other Expenses	\$ 6,403	\$ 6,465	\$ (62)		\$ 38,418	\$ 38,789	\$ 37,676	\$ (371)	
Management Fee	\$ 6,307	\$ 6,369	\$ (62)		\$ 37,845	\$ 38,216	\$ 37,103	\$ (371)	
Interest Expense	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	
Depreciation	\$ 96	\$ 96	\$ -		\$ 573	\$ 573	\$ 573	\$ -	
Net Cash From Ops	\$ 61,340	\$ 43,828	\$ 17,512		\$ 175,415	\$ 10,402	\$ 85,821	\$ 165,013	
Rounds									
Total Rounds	5,320	5,315	5		27,035	24,046	24,210	2,989	
Paid Rounds	4,660	4,649	11		23,161	20,624	20,799	2,537	
Avg. GF/CF Total rounds	\$34.39	\$27.64	\$ 6.76		\$31.95	\$27.80	\$29.17	\$ 4.16	
Avg. GF/CF Paid rounds	\$39.26	\$31.60	\$ 7.67		\$37.30	\$32.41	\$33.96	\$ 4.89	
Avg. Merchandise/round	\$3.77	\$2.48	\$ 1.29		\$2.72	\$2.62	\$2.57	\$ 0.10	

Overview:

- Overall golf revenues for March finished 25% higher than the projected budget for the month. The revenue has increased due to incredible golf course conditions, higher price per round and incredible customer service by the Kemper team at Cypress Head. The range revenues were slightly higher to the budget & Pro Shop revenues were much higher to the budget as a result of a Callaway Demo Day club sales. The revenues were higher Year over Year for March by 13%.
- Total payroll for the month was higher to the projected budget due to increases in labor costs to maintain proper staffing levels for customer satisfaction.
- Our operating expenses finished higher than the budgeted amount due to the timing of invoices and increased inflationary costs of products required to maintain course conditions.
- The month of March is the sixth month in our fiscal year 2021-2022. Overall revenues are increased by 27% for the current year. Our payroll is slightly higher than budgeted due to increase in labor hours. The operating expenses are higher than budgeted due to supply chain issues and overall costs of materials.

R&R Projects:

- There were no projects for the month of March 2022.

Tee Sheet Activity:

- There were 5,320 total rounds for the month which included 4,660 paid rounds, 414 Annual with Cypress Pass member rounds and 246 other rounds. The round type for the month included 3,877 eighteen-hole rounds and 1,330 nine-hole rounds.
- The Golf staff continues to monitor daily tee sheet activity and they are trained to recognize underutilization of the tee sheet and offer promotional prices through the website to increase the number of potential players.

March 2022 and YTD rounds mix:

Type	Actual	Budget	Month- P.Y.	Y.T.D	P.Y-Y.T.D
Paid	4660	4649	4726	23161	20799
Annual	414	404	396	2338	2063
Other rounds	246	262	267	1536	1348
Total Rounds	5320	5315	5389	27035	24210

Departmental Summaries:

Course & Grounds/Range

- Our superintendent, Darren Bache continues to follow the agronomic program that he developed for Cypress Head and along with his guidance, Cypress Head is ranked as the Best Golf Course for both Flagler and Volusia Counties.
- Expenses for the month were higher than projected due to timing of invoices and the increased costs of required products necessary to maintain course conditioning. The maintenance team performed a solid tine aerification as well as top dressing the greens to help reduce thatch and grain and improve the putting surfaces. The maintenance team also performed a fertilization of the entire property to improve growth of all grasses.
- The maintenance team has also been working on course improvements including drainage, irrigation and tree trimming maintenance.

Golf Shop/Carts

- The golf shop at Cypress Head continues to receive merchandise from Callaway, Titleist and Footjoy and most manufacturers have now begun to ship products delayed by the supply chain issues.
- Our gift card promotion resulted in \$1,239.00 in gift card sales along with our Pro Shop sales which generated over \$20,066.00 in revenue.
- We continue to follow all regular maintenance procedures regarding the cart fleet which includes registering monthly totals for battery amperage and mileage. A new fleet of golf carts are on order with an expected shipping date in 2022.
- The staff at Cypress Head Golf Course continues to offer individual lessons as well as group lessons in March. A new series of Golf Get Ready clinics for beginners and intermediate players was also held in March.
- The MGA and the WGA have continued their league play for the month and we have seen an increase in participation from our northern friends & new golfers.

Marketing and Sales:

- We opened the Tournament season by hosting the Spruce Creek Academy of Finance and the POSD Chamber Golf League.
- We are continuing our involvement with Golf Pac, and Tee-Times USA along with other National wholesaler and Golf Now to maximize utilization of our tee sheet.
- Cypress Head continues to be active members of the Port Orange South Daytona Chamber of Commerce, Daytona Chamber of Commerce, SEV Chamber and Rotary International.
- POSD Chamber of Commerce is keeping us informed regarding the challenges of the business and local community.

- We continue to maintain our database of emails with approximately 11,500 unique e-mail addresses. The golf staff continues to update player profiles including residency, phone numbers and proper classifications of all players.

Summary Report

Report run: 4/25/2022 3:32 PM MDT

Data current as of: 4/25/2022 3:31 PM MDT

Key:	Poor	Acceptable	Excellent
-------------	--	--	--

REPORT CRITERIA

Date of Survey 3/1/22 - 3/31/22

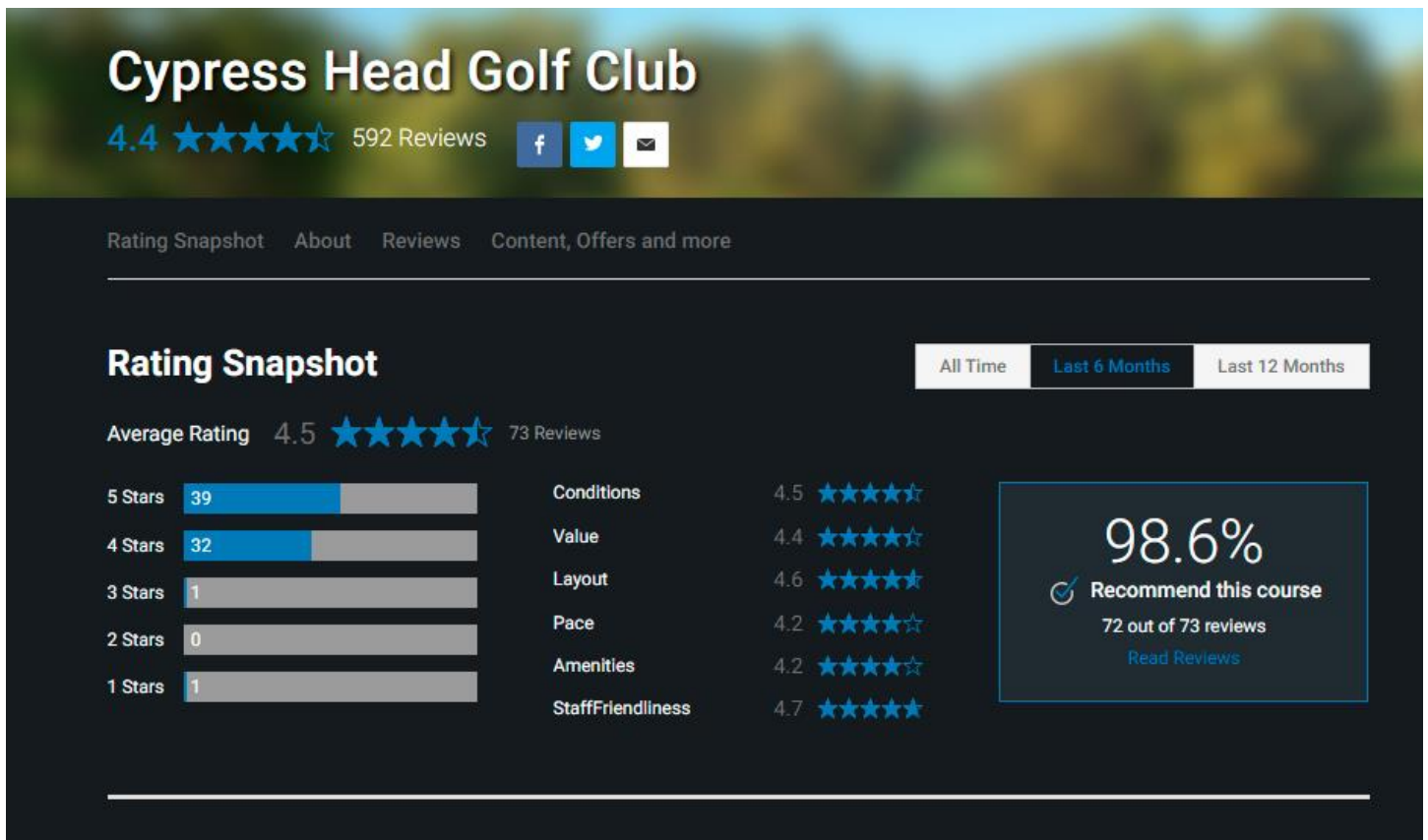
Select level: Cypress Head Golf Club

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	95.0	9.6	9.8	9.3	9.9	20
Cypress Head Golf Club	95.0	9.6	9.8	9.3	9.9	20

Copyright © 2022 by InMoment.
All rights reserved.

- Course summary report for March 2022 showed an overall rating for the golf course of 9.6 with a course rating of 9.3 and our service rating is at 9.8. Our entire team works extremely hard to maintain pace of play as well as making the golfing experience very enjoyable.

- In addition to the report above, we have also started using a Google Analytic tool that provides us with an alternative ratings source from Golf Now Advisors.



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

Corporate Support:

- Kemper Sports Center for Excellence – Ongoing resource. We have been participating in monthly webinars designed to share best practices used at Kemper properties throughout the country.

Insights:

- The team at Cypress Head continues to work with the entire staff at the Parks & Recreation department to continue providing the “Best in Class” experience for all players.

Respectfully Submitted,

Bob Duquette, PGA

General Manager
The Golf Club at Cypress Head

Matt Lindley

Regional Operating Executive
KemperSports Management

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 3, 2022

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

Invocation by Pastor Scott Kirschner of Christ the King Community Church

Pledge of Allegiance

Roll Call	Present:	Council Member Reed Foley Council Member Chase Tramont (arrived at 6:40 p.m.), Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
-----------	----------	---

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

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Municipal Clerk's Week Proclamation

Mayor Don Burnette read the proclamation and presented it to City Clerk Robin Fenwick. The Mayor thanked the Clerk's Office for their hard work.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

There were no changes requested by Council.

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

7. Approval of Minutes
 - a. April 19, 2022 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 1 under the Master Contract for Professional Engineering Services with Mead & Hunt for an Alternative Disposal Plan Phase II in the amount not to exceed \$35,693.00
9. Hunting Lease Amendment with G&G Outdoors and Interlocal Agreement with Volusia County for real properties generally located north of Pioneer Trail, west of Tomoka Farms Road, and south of Interstate 4
 - a. Approval of Amendment to the Hunting Lease for G&G Outdoors, LLC
 - b. Approval of Interlocal Agreement with Volusia County on Jointly Owned Land and Consent to Lease for an Archery Range
 - c. Approval of G&G Outdoors LLC Contract Assignment

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

PUBLIC PARTICIPATION (Agenda)

10. Save Spruce Creek - Protections and Initiatives - Derek LaMontagne

Derek LaMontagne, citizen, spoke regarding protections and initiatives to save Spruce Creek.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Kristin Johansson, citizen, spoke on behalf of the Port Orange/South Daytona Chamber of Commerce and thanked Council for their continuous support.

Rebecca Chaffee, New Smyrna Beach citizen, spoke in opposition of the Pioneer Trail interchange.

Shawn Weddle, citizen, spoke regarding illegal businesses operating under the Dunlawton causeway that are affecting his legal business.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Council Member Drew Bastian and Vice Mayor Scott Stiltner thanked staff for their work with several events around the City over the past weekend, as well as Christine Martindale, Public Information Officer, for her work on Port Orange University. Council Member Reed Foley and Council Member Chase Tramont echoed the thanks for staff.

Mayor Don Burnette reminded citizens of the changes to the recycling dates. He asked the City Manager to brief Council individually on the After Action Report relating to the recent IT server issue. Mayor Don Burnette asked for advertisements to recruit volunteers for the VIPS program. He would like all of the City's rates/fees reviewed every five years or sooner. He requested a workshop to discuss a policy regarding the rates/fees review.

PUBLIC HEARING

12. Second Reading - Ordinance No. 2022-6 - Approval of an Amendment to the Emergency Management Ordinance

Mayor Don Burnette read Ordinance No. 2022-6.

ORDINANCE NO 2022-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, EMERGENCY MANAGEMENT, ARTICLE I, IN GENERAL, SECTION 26-6.2, DECLARATION OF STATE OF EMERGENCY AND SECTIONS 26-6.3 (c)(6) & (d), EMERGENCY MANAGEMENT POWERS, TO LIMIT THE DURATION OF EMERGENCY ORDERS FOR CERTAIN EMERGENCIES AND CREATE EXCEPTIONS TO CURFEW; AND ADDING SECTION 26-10, AVAILABILITY OF EMERGENCY ORDERS, DECLARATIONS AND ORDINANCES TO PROVIDE THAT EMERGENCY ORDERS, DECLARATIONS AND ORDINANCES SHALL BE AVAILABLE ON THE CITY'S WEBPAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-6 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

13. Second Reading - Ordinance No. 2022-7 - Rezoning/5231 Nova Road (Case No. 22-60000002)

Mayor Don Burnette read Ordinance No. 2022-7.

ORDINANCE NO 2022-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/-1.8 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-7 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

14. Second Reading - Ordinance No. 2022-10 - Land Development Code Amendment/Chapters 2 and 15 (Case No. 22-25000002)

Mayor Don Burnette read Ordinance No. 2022-10.

ORDINANCE NO 2022-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2 AND 15 UPDATING THE CURRENT SIGNAGE REGULATIONS ADDRESSING MINOR FORMATTING MATTERS AND INADVERTENT OMISSIONS; PROVIDING FOR THE ALLOWANCE OF AND REQUIREMENTS FOR ROOF SIGNS WITHIN THE COMMERCIAL DISTRICT OF THE DOWN UNDER SPECIAL CHARACTER DISTRICT AND THE MIXED-USE DISTRICT WITHIN THE RIVERWALK SPECIAL CHARACTER DISTRICT, BOTH A PART OF THE PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-10 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

15. City Attorney - There was nothing further.

Regular City Council Meeting

May 3, 2022

Page 5 of 5

16. City Manager - There was nothing further.

COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. River to Sea TPO - Council Member Reed Foley had nothing new to report.

ADJOURNMENT - 7:16 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (C8a) Ratification of Purchase Order to Ring Power emergency generator rental for the Water Reclamation Facility

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the ratification of emergency Purchase Order No PO#001463 to Ring Power for the rental of a temporary 1000 KW standby generator.

SUMMARY: The Public Works & Utilities Department is requesting City Council to approve the ratification of emergency Purchase Order No PO#001463 to Ring Power for the rental of a 1000 KW standby generator. This generator rental was necessary to provide backup electrical services while repairs were made to the emergency generator at the Water Reclamation Facility influent structure.

In August 2021, the emergency generator at the influent structure of the Water Reclamation Facility failed. Staff requested an emergency purchase order to Ring Power for the rental of a temporary 1000 KW standby generator. The rental generator is necessary to ensure electrical power is available to maintain sewage flow into the treatment plant during power outages while the permanent unit undergoes repair. Emergency generators are also a requirement of the facilities Florida Department of Environmental Protection (FDEP) operating permit #FL0020559.

Emergency purchases of goods or services are necessary due to certain conditions. Per City Ordinance 2-271, an emergency is defined as an unplanned or unexpected event that requires immediate danger to human life, health / safety, or significant loss / damage to property. Emergency acquisitions exceeding \$25,000 are subject to approval by the City Council. Per the direction of the Public Works & Utilities Director, this request meets all the criteria for an emergency request to maintain continued plant operations and maintain compliance with the FDEP operating permit.

The repairs to the permanent generator were completed in February of 2022. After successful testing of the repairs were performed by the contractor, the rental generator was released the following week. This request is to ratify the emergency purchase to Ring Power for the rental generator in the amount of \$139,136.58.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Dept Justification Memo - Ring Power - Rental for WRF - updated	Dept Justification Memo - Ring Power - Rental for WRF - updated.docx
2.	PO-001463 Ring Power	PO-001463 Ring Power.pdf
3.	Ring Power PO-001463 Expense Tracking	Ring Power PO-001463 Expense Tracking.pdf

Julia Wiggins	Created/Initiated - 4/19/2022
Kelly Klausky	Approved - 4/19/2022
Julia Wiggins	Approved - 4/19/2022
Steve Parnell	Approved - 4/19/2022
Lynn Stevens	Approved - 4/20/2022
Lupe Reyna-Coffin	Approved - 4/20/2022
John McKinney	Approved - 4/25/2022
Matthew Jones	Approved - 5/2/2022
Wayne Clark	Approved - 5/2/2022
Robin Fenwick	Final Approval - 5/3/2022



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

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

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: April 4, 2022

SUBJECT: Ring Power – Ratification of the Emergency Generator Rental

REQUEST:

The Public Works & Utilities Department is requesting City Council to approve the ratification of emergency Purchase Order No PO#001463 to Ring Power for the rental of a temporary 1000 KW standby generator. This generator was necessary to provide backup electrical services while repairs were made to the exhaust system on the emergency generator at the Water Reclamation Facility influent structure.

PURPOSE:

The purpose of this memo is to inform Council of the status of the emergency repair and rental of a generator at the Water Reclamation Facility.

CONSIDERATION:

In August 2021, the emergency generator at the influent structure of the Water Reclamation Facility failed. Staff requested an emergency purchase order to Ring Power for the rental of a temporary 1000 KW standby generator. The rental generator is necessary to ensure backup electrical services to maintain influent flow into the treatment plant while repairs are made. Emergency generators are also a requirement of the facilities Florida Department of Environmental Protection operating permit #FL0020559.

Emergency purchases of goods or services are necessary due to certain conditions. Per City Ordinance 2-271, an emergency is defined as an unplanned or unexpected event that requires immediate danger to human life, health / safety, or a significant loss / damage to property. Emergency acquisitions exceeding \$25,000 are subject to approval by City Council. Per the direction of the Public Works & Utilities Director, this request meets all the criteria for an emergency request to maintain continued plant operations and in compliance with the operating permit.

The work was completed in February of 2022. After successful testing of the repairs were performed by the contractor, the rental generator was released the following week.

This request is to ratify the emergency purchase in the amount of \$139,136.58.

FUNDING:

Fund: 403 – Water and Sewer R&R
Cost Center – Water and Sewer
Program – Wastewater Treatment
Spend Category – Sewer Capital
Additional Worktag (Project) – SSP002 – Sewer Plant Replacement
Actual - \$139,136.58

RECOMMENDATION:

The Public Works & Utilities Department recommends City Council approve the ratification of emergency Purchase Order No PO#001463 to Ring Power for the rental of a temporary 1000 KW standby generator.

ANTICIPATED SCHEDULE:

a.) Council Meeting – May 17th, 2022

ATTACHMENTS:

a.) Purchase Order No PO#001463
b.) PO01463 Expense Tracking Form



CITY OF PORT ORANGE

PURCHASE ORDER

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

P.O. NUMBER

PO-001463

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

DATE: 08/06/2021
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-001702

Page 1 of 4

VENDOR:

Ring Power Corp
Po Box 935004
Atlanta, GA 31193
United States of America

SHIP TO:

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

Buyer:

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

Contract Number

DATE REQUIRED BY:

02/28/2022

FOB:

Destination

Service Lines

Line Number	Item Name	Description	Start Date	End Date	Amount
1	EMERGENCY	EMERGENCY	08/06/2021	02/28/2022	97,939.60
Professional Services relating to a six (6) month rental for a 1000 kw temporary standby generator for the Water Reclamation Facility (WRF) East Influent Pump Station.					
Prj # SSP018					
TOTAL					97,939.60

Total: \$97,939.60

Memo: Rental service(s) per Quote #Q00924 dated 8/3/2021.

City Manager

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

CITY OF PORT ORANGE

PURCHASE ORDER

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

P.O. NUMBER

PO-001463

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

DATE: 08/06/2021
STATE TAX EXEMPT #85-8012621673C-3
FED. EXCISE TAX #59-80-0185K
REQUISITION # REQ-001702

Page 2 of 4

Messages

"THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH MAY NOT BE CHANGED EXCEPT AS EXPRESSLY AGREED IN WRITING SIGNED BY BUYER.

SHIPPING AND BILLING INSTRUCTIONS

1. Unless otherwise specified on the face of this Purchase Order or Visa Order all deliveries are for ""inside delivery.""
 2. Seller shall notify Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify Buyer concerning this type of delivery will result in billing to Seller of any resulting re-delivery, storage, or handling charges.
 3. Transportation Charges on all shipments must be fully prepaid by Seller. All shipments are FOB Destination, title transfer will take place at delivery site. If Purchase Order authorizes addition of freight to invoice, Seller must attach a copy of the prepaid Freight Bill when rendering invoice. C.O.D. shipments will not be accepted.
 4. If Purchase Order authorizes addition of freight to Invoice, Seller is expected to make complete shipments in accordance with Purchase Order schedule. Any increase in freight cost resulting from unauthorized split shipments will be borne by Seller.
 5. Unless otherwise specified on the face of this Purchase Order all deliveries are to be made during the hours 8:00 a.m. to 4:00 p.m. Monday thru Friday, excluding holidays.
 6. All shipments must be accompanied by a Packing List containing: the Seller's Packing List Number, the Buyer's Purchase Order Number or Visa account number and an itemized description of items shipped.
 7. When multiple shipments are required to complete this order the final shipment must be so indicated on the Seller's Packing List and Invoice.
 8. Seller shall render separate Invoices for each Purchase Order or Visa Order and each delivery. All Invoices in addition to containing the Purchase Order Number or Visa Account Number should refer to the Seller's Packing List Number.
 9. Invoices shall specify cash discounts. The payment period shall be calculated from the date acceptable Invoices are received or the date goods are received, whichever last occurs. Penalties will not be paid.
- All payments will be made as soon as practicable. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if the bidder offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D.
10. Cities are exempt from federal excise tax, transportation tax and state sales tax. Do not include these taxes in your invoice. Exemption Certificate will be signed upon request.
 11. Invoice or Invoices will not be paid until all item(s) on this Purchase Order are received in full, unless prior approval for partial payment has been made and is indicated on the face of this Purchase Order.
 12. Seller shall mail Invoice to: City of Port Orange, Finance Department, 1000 City Center Circle, Port Orange, FL 32129

CONDITIONS

1. PRICE. Unless otherwise specified, prices shall be F.O.B. Destination; shall be invoiced as specified herein and shall include all customs duties and applicable taxes. Payment will be made only in accordance with this Order.
 2. QUANTITY. The specific quantity ordered must be delivered in full and not be changed without the Buyer's consent in writing. Any unauthorized quantity received is subject to Buyer's rejection and return at Seller's expense.
- No allowances for trade practices will be accepted unless expressly agreed to by Buyer in writing.
3. PACKING. Seller will pay all charges for containers, crating, boxing, bundling or dunnage, unless stated herein.
- The Seller agrees to assume and pay all extra expense accruing because of improper packing.
4. DELIVERY. Time is of the essence of this contract. Seller is hereby advised that Buyer may become liable to others if Seller fails to deliver goods and services of the quality and quantity specified herein, at the times specified herein. In addition to its other remedies for Seller's failure to make sufficient progress in the work to endanger timely delivery, Buyer may require Seller to ship the goods by any means of transportation Buyer specifies and any additional costs for such transportation services shall be paid by Seller. In addition to its other remedies for Seller's failure to deliver on time, Buyer may refuse to accept and pay for any late delivery of any goods or services. Seller shall bear the risk of loss or damage for all goods until actual receipt and acceptance thereof by Buyer. Goods shall be delivered free of all liens of third parties. Seller waives all rights in liens in any property arising from its performance under this order.
 5. ASSIGNMENT. Seller shall not delegate, sublet or subcontract any duties nor assign any rights or claims under this Purchase Order without the prior express written consent of the Buyer. Failure to comply with the provisions in this paragraph shall affect, at the option of the Buyer, a cancellation of the Buyer's obligations hereunder.

CITY OF PORT ORANGE

PURCHASE ORDER

PLEASE SEND INVOICE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5700

apbilling@port-orange.org

P.O. NUMBER

PO-001463

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

DATE: 08/06/2021

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-001702

Page 3 of 4

6a. **TERMINATION FOR CONVENIENCE.** Buyer shall have the right at any time to terminate or to suspend this contract, in whole or in part for Buyer's convenience, by mailing written notice to Seller. In the event of such termination or suspension Buyer will make an equitable payment to Seller provided that Seller is not then delinquent in its performance to Buyer. In no event will such payment exceed the total price herein. Buyer may terminate or suspend this contract for its convenience whether or not its contract has been terminated or suspended by others.

6b. **TERMINATION FOR DEFAULT.** Buyer may by written notice of default, mailed to Seller, terminate this contract in whole or in part (1) immediately for failure of Seller to deliver the goods or to supply the services within the time specified herein; (2) for failure of Seller to perform any of the provisions of this contract; or for failure of Seller to make sufficient progress in the work for this Order so as to endanger in Buyer's opinion the timely and proper performance of Buyer's contractual obligations to others; (3) because of defects in supplies, workmanship or quality, or because services or products furnished are not in accordance with approved samples of specifications issued in connection herewith, or if performance by Seller is prevented by causes beyond Seller's control, or if Seller fails to comply with the other terms and conditions of this order, or if Seller is bankrupt, insolvent or has a receiver appointed for it; however, under (2) above termination shall occur only after Seller's failure to cure such default within seven days after receipt by Seller of such notice.

7. **REJECTION.** Buyer shall have a reasonable period of time after receipt to inspect goods and services supplied and to reject (in whole or in part), or to retain (in whole or in part) subject to a claim for damages, such goods and services as are in its judgment defective. Goods so rejected and goods supplied in excess of quantities specified herein may be returned at Seller's risk and expense for credit or replacement at Buyer's option, and all handling and transportation expenses both ways shall be assumed by Seller. Payment for, or use of, any or all of the goods or services supplied hereunder shall not constitute acceptance of waiver of defects by the Buyer. Nothing in this paragraph shall in any way limit Buyer's rights under paragraph 9 (warranty) hereof.

8. **PATENTS/COPYRIGHTS.** Seller warrants that the use or sale of any of the goods supplied hereunder will not infringe any patents or copyrights, United States or Foreign. Seller agrees to defend, protect and save harmless Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity, and from all damages, expenses, claims and demands for actual or alleged infringement of any patent or copyright by reason of the sale or use of the goods supplied hereunder or any part thereof.

9. **WARRANTY.** Seller warrants that all material, equipment and services furnished hereunder will conform to specifications, drawings, samples, or other description furnished or approved by Buyer; will be fit and sufficient for the purposes intended; will perform as specified herein; will be free from defects and merchantable. This warranty will run to Buyer, its successors and assigns, and to the Buyer's customers and users of the Buyer's products. Seller shall be liable to Buyer for all damages and expenses resulting from Seller's failure to make timely delivery of goods and services of the quantity and quality specified, whether or not Buyer rejects such goods and services, in whole or in part, or terminates this contract.

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

10. **CHANGES.** Buyer reserves the right at any time to change this Order in any particular with respect to the goods and/or services not theretofore shipped thereunder. If any such change shall increase Seller's cost of performance, Seller shall immediately notify Buyer thereof and an equitable adjustment in the price shall be made by written amendment to the Purchase Order.

This is the entire agreement between Buyer and Seller as respects items covered hereby and all modifications must be in writing. Reference in this order to Seller's quotation does not imply acceptance of any terms and conditions in such quotation. Any terms and conditions in such quotation which are in addition to or inconsistent with the terms and conditions contained in this order shall not be part of this agreement.

An acknowledgment which contains terms in addition to or inconsistent with the terms of this Order, or a rejection of any term of this Order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless acceptance thereof is made in writing to the Seller. However, performance by Seller, in the absence of written acceptance of such counter offer by Buyer, shall be deemed to be performance in accordance with the terms of this Purchase Order.

11. **INDEMNIFICATION AND CERTIFICATIONS.** If any work or services to be supplied hereunder are performed by Seller on Buyer's premises or on the premises of others for whom Buyer is performing services, Seller will indemnify and save harmless Buyer against any loss, damage or expense by reason of injuries to persons (including death) or damage to property arising out of the use of said premises by Seller, its agents, representatives, contractors, subcontractors or employees. Upon request Seller will furnish Certificate of Insurance showing coverage satisfactory to Buyer for workmen's compensation, public liability and property damage. Seller will also furnish, if requested sworn statements and waivers of lien with respect to, or arising out of goods and services supplied hereunder in form satisfactory to Buyer.

13. **REMEDIES.** The remedies herein reserved to Buyer shall be cumulative, and in addition to any remedies provided by law. No waiver of a breach of any provision shall constitute a waiver of any other breach, or of such provision.

14. **FABRICATION.** Unless specific delivery dates are provided in this Purchase Order, Seller shall not fabricate any of the supplies, covered by this Purchase Order, or procure any of the materials required in their fabrication, except to the extent authorized in written instructions forwarded to Seller by Buyer. Buyer shall have no responsibility for materials for which written fabrication and/or delivery instructions have not been provided. Buyer may from time to time change shipping schedules specified in this Purchase Order or contained in such written instructions, or direct temporary suspension of such scheduled shipments.

15. **REPAIRS.** Defective items at option of Buyer and upon notice to Seller will be repaired by Buyer or returned to Seller for repair, in either case, at Seller's risk and expense. Items which are rejected and returned are not to be replaced without the prior written permission of the Buyer. In the event that return of the equipment to Seller is not practical, Seller will at Buyer's request, make repairs at Buyer's location.

CITY OF PORT ORANGE
PURCHASE ORDER

P.O. NUMBER

PO-001463

PLEASE SEND INVOICE TO:

ACCOUNTS PAYABLE

P.O. BOX 291759

PORT ORANGE, FL 32129-1759

TELEPHONE 386-506-5700

apbilling@port-orange.org

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

DATE: 08/06/2021

STATE TAX EXEMPT #85-8012621673C-3

FED. EXCISE TAX #59-80-0185K

REQUISITION # REQ-001702

Page 4 of 4

16. BAILMENTS. Any material furnished by Buyer (and not sold to Seller) in conjunction with this order shall be deemed as held by Seller as a Bailee and Seller agrees to keep the same fully insured for the benefit of Buyer and to pay for all such material spoiled by it or not otherwise satisfactorily accounted for.

17. GENERAL. Shipment of any part of the goods or services to be supplied hereunder shall constitute acceptance of this Purchase Order and its terms and conditions. In the event of any inconsistency between the terms of this Order and Seller's acceptance, the terms of this Order shall govern. No portion of this contract may be modified or waived unless Buyer expressly consents in writing to each such change. No omission by Buyer to enforce any provision of this contract shall constitute a waiver of its rights to enforce any provision thereafter.

18. ATTORNEY'S FEE. Whenever Buyer or Seller shall breach or fail to perform any of the conditions or provisions of this Purchase Order, and such failure or breach shall cause either party to incur any damages or expenses whatsoever, such damages or expenses so incurred, with legal interest, and including penalties, costs, and reasonable attorney's fees as hereinafter described in this paragraph, may be added to or deducted from the next accruing payments due as may be judicially determined. "Reasonable attorney's fees" shall be deemed to include fees at the pretrial, trial and appellate levels, in addition to costs of suit or arbitration.

19. PUBLIC RECORDS. To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Purchase Order. The Purchase Order may be terminated for cause by the City for the Contractor's refusal to allow access to public records.

20. INTELLECTUAL PROPERTY. Unless specifically addressed in the Purchase Order, intellectual property rights to all property created or otherwise developed by the Contractor for the City will be owned by the City at the completion of the Purchase Order. Proceeds to any Agency derived from the sale, licensing, marketing or other authorization related to any such Agency-controlled intellectual property right shall be handled in the manner specified by City.

21. CONVICTED AND DEBARRED VENDORS. Vendors listed on the Convicted, Debarred, and Discriminatory Vendor Lists may not perform work as a contractor, supplier, subcontractor, or consultant under the Purchase Order in accordance with State and Federal Laws.

22. E-VERIFY. In accordance with Executive Order 11 -116, the Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of the Purchase Order for the services specified in the Purchase Order. The Contractor shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Purchase Order term.

23. NO SUBSTITUTIONS, quantity changes, or prices increases shall be made without prior written consent of the City other than stated on this form.

24. COMPLIANCE WITH LAWS. The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor shall comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

BLANKET PURCHASE ORDER DETAIL SHEET

Vendor: Ring Power
Division: 400
PO# PO-001463 **Date**
Original Amt: \$ 97,939.60
change Order No 1 \$ 48,480.60 4/14/2022
\$ 146,420.20

ITEM	INV DATE	INV #	TOTAL COST (-)	DATE Workday	REMAINING BALANCE	RCP
					\$ 146,420.20	
August 21 Rental	8/31/2021	11RE07092288	\$ (18,711.50)	9/3/2021	\$ 127,708.70	rcp- 005615
September 21 Rental	9/28/2021	11RE0716343	\$ (18,181.50)	10/6/2021	\$ 109,527.20	rcp-005889
Monthly rental - Emergency Backup Generator	10/21/2021	11RE07230424	\$ (18,181.50)	10/27/2021	\$ 91,345.70	rcp-006004
Monthly rental - Emergency Backup Generator	11/19/2021	11RE07311545	\$ (18,181.50)	12/2/2021	\$ 73,164.20	rcp-006267
Monthly rental - Emergency Backup Generator	1/28/2022	11RE07486759	\$ (18,181.50)	2/8/2022	\$ 54,982.70	RCP-006852
Balanced 3/16/22 BA			\$ -		\$ 54,982.70	
Monthly rental - Emergency Backup Generator	2/16/2022	11RE07537185	\$ (15,182.70)	4/19/2022	\$ 39,800.00	RCP-007489
Monthly rental - Emergency Backup Generator	2/15/2022	11RE07533871	\$ (18,181.50)	4/19/2022	\$ 21,618.50	RCP-007490
Monthly rental - Emergency Backup Generator	3/16/2022	11RE07618200	\$ (14,334.88)	4/19/2022	\$ 7,283.62	RCP-007491
			\$ -		\$ 7,283.62	

4/19 - Emailed purchasing to close po & to liquidate remaining balance



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (C8b) Approval of Task Authorization No 2 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Townhomes West Lift Station Rehabilitation project in the amount not to exceed \$98,100.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No 2 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Townhomes West Lift Station Rehabilitation project in the amount not to exceed \$98,100; authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: The wastewater collection system improvement project includes the design, permitting, and construction of upgrades to various lift stations located throughout the city. The Townhomes West Lift Station (Station No. 64), located on Creekside Road, west of the intersection of Reed Canal Road and Clyde Morris Blvd, was built in 1983 and is in need of rehabilitation in order to provide continued service. This station is a regional lift station that ultimately provides service to residences and businesses in the northwest section of the city. The proposed improvements include converting from suction lift pumping (above ground) to submersible pumping (below ground), installation of new control panels, and various site improvements.

The Public Works & Utilities Department is requesting approval of Task Authorization 2 to Kimley-Horn & Associates for the design, permitting, and bidding assistance services for the station upgrades under the Master Contract for Professional Engineering services. Work will be completed 365 days from the Notice to Proceed.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No 2 - Kimley-Horn - Townhomes West LS Rehab	Task Authorization No 2 - Kimley-Horn - Townhomes West LS Rehab.pdf
2.	Dept Justification Memo - Kimley Horn	Dept Justification Memo - Kimley Horn

3.	TA2- Townhomes West LS Improvements	TA2- Townhomes West LS Improvements.docx
	Kimley-Horn and Associates ALL 4.1.2023	Kimley-Horn and Associates ALL 4.1.2023.pdf

Julia Wiggins	Created/Initiated - 4/4/2022
Julia Wiggins	Approved - 4/4/2022
Richard Colby	Approved - 4/4/2022
Junos Reed	Approved - 4/5/2022
Steve Parnell	Approved - 4/5/2022
Lynn Stevens	Approved - 4/11/2022
John McKinney	Approved - 4/25/2022
Matthew Jones	Approved - 4/28/2022
Wayne Clark	Approved - 5/2/2022
Robin Fenwick	Final Approval - 5/3/2022

TASK AUTHORIZATION NO. 2
Master Contract for Professional Engineering Services for Public Utilities and
Environmental Services dated January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Townhomes West Lift Station Rehabilitation as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein with **365 days** of the date of a written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **\$98,100.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

EXHIBIT “1”

Engineer's Quote

Consisting of 4 Pages

PROPOSAL FOR TOWNHOMES WEST LIFT STATION REHABILITATION

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Townhomes West Lift Station. City staff requested that Kimley-Horn provide a proposal to convert the existing Smith & Loveless lift station to a submersible lift station. The following is our understanding of the specific scope of work that has been requested by City staff.

- Kimley-Horn will prepare hydraulic calculations to determine the new pump design pump rate and total dynamic head conditions.
- Kimley-Horn will prepare engineering design plans to include wet well rehabilitation, pump and rail systems, and lift station bypass plan.
- Kimley-Horn will enlist the services of an electrical engineering subconsultant to perform the required electrical design for the proposed lift station. This work will include the design of new electrical standards to be included in all new lift stations in the future.
- Construction administration services are not included in this scope of work.

Specific Scope of Basic Services:

Task 1: Preliminary Design

- A. Kimley-Horn will contract directly with a survey subconsultant to prepare a topographic and project boundary survey of the Townhomes West lift station site including the location of all visible site features lying therein. The survey will be prepared in Florida State Plane Coordinates (Zone West) and North American Vertical Datum of 1988 (NAVD 88).
- B. Kimley-Horn will attend a kick-off meeting with the City of Port Orange to review the project scope and discuss project elements to be included within the design plans.
- C. Kimley-Horn will evaluate the lift station buildout demand conditions and perform a WaterCAD hydraulic analysis of the collection system to determine the design head conditions for the new lift station pumps.
- D. Kimley-Horn will enlist the services of an electrical engineering subconsultant to perform the required electrical design for the proposed lift station and define standard design details and requirements. This work will include the design of new variable frequency drives (VFDs), controls, SCADA system, and new emergency generator.

Task 2: Final Design

- A. Kimley-Horn will prepare 90% and 100% design plans, specifications, and opinion of probable construction cost (OPC) for the proposed lift station and site improvements.
- B. Kimley-Horn will submit the design plans, specifications, and OPC for the City's review at 90% and 100% completion.

Task 3: Permitting Services

- A. Kimley-Horn will prepare an FDEP Notification/Application for Constructing A Domestic Wastewater Collection /Transmission System (62-604.300(8)(a)). The scope consists of preparation of one permit application and supporting documents and response to a maximum of two reasonable requests for additional information. All permit application fees will be paid by the City.

Task 4: Bidding Services

- A. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.
- B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.
- C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.
- D. Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-Horn will provide the 90% project submittal within 180 days of the of the Notice to Proceed and the 100% project submittal within 45 days of receiving 90% comments.

Deliverables:

Deliverables for this project include the following:

- 90% plans, specifications, opinion of probable construction costs
- Bid Ready plans, specifications and final opinion of probable construction costs

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$98,100.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	Description	Subconsultant	Kimley-Horn	Lump Sum
1	Preliminary Design	\$0	\$4,005	\$4,005
2	Final Design	\$57,165	\$30,640	\$87,805
3	Permitting	\$0	\$1,985	\$1,985
4	Bidding Services	\$0	\$4,305	\$4,305
	SubTotal	\$57,165	\$40,935	\$98,100
Total				\$98,100

Other Special Terms:

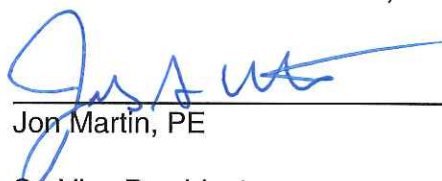
Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Page 4 of Task Authorization No. 2

BY: 

Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: _____



City of Port Orange Public Works and Utilities Department

TO: Wayne Clark, City Manager

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

FROM: Junos Reed P.E., Engineering and Construction Manager

DATE: March 17, 2022

SUBJECT: Kimley Horn and Associates, Inc. – Task Authorization No. 2 under the Master Contract for Professional Engineering Services for Public Utilities and Environmental Services CA7763 for Townhomes West Lift Station Improvements Design and Bidding Assistance Services

REQUEST:

The Public Works & Utilities Department is requesting approval of Task Authorization No 2 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for the Townhomes West Lift Station Rehabilitation project in the amount not to exceed \$98,100.

PURPOSE:

The purpose of this project is converting an old and failing wet well mounted lift station to a submersible lift station.

CONSIDERATION:

This wastewater transmission system improvement project involves the design, permitting, and construction of mechanical, electrical, and site upgrades to the Townhomes West Lift Station (Station No. 64). This project is necessary to insure uninterrupted collection and transmission of wastewater. Townhomes West lift station provides service to the residences and businesses in the northwest section of the city. The proposed improvements include converting from suction lift pumping to submersible pumping, installation of a new control panel, and site improvements.

The Public Works & Utilities Department is requesting Task Authorization No 2 to be issued for 365 days from the Notice to Proceed.

FUNDING:

This project is part of the Public Works & Utilities Department Capital Improvement Program approved in the FY22 budget.

Fund: 403

Name: Water and Sewer R&R Fund

Cost Center: Water and Sewer

Program: Wastewater Treatment

Spend Category: Engineering

Project Worktag: SLS002

FY21 Remaining Budget: \$642,846 as of 4/4/2022

Actual: \$98,100.00

RECOMMENDATION:

The Public Works & Utilities Department recommends approval of Task Authorization No 2 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Townhomes West Lift Station Rehabilitation project in the amount not to exceed \$98,100.

ANTICIPATED SCHEDULE:

- a) Council Approval Date: May 17, 2022
- b) The length of Task Authorization will be 365 days from the Notice to Proceed date

ATTACHMENTS:

- 1. Task Authorization No. 2 draft documents
- 2. Kimley Horn Townhomes West Lift Station Rehabilitation Proposal

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com																					
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td colspan="2">INSURER A : National Union Fire Ins. Co.</td><td>19445</td></tr> <tr> <td colspan="2">INSURER B : Allied World Assurance Company (U.S.)</td><td>19489</td></tr> <tr> <td colspan="2">INSURER C : New Hampshire Ins. Co.</td><td>23841</td></tr> <tr> <td colspan="2">INSURER D : Lloyds of London</td><td>085202</td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : National Union Fire Ins. Co.		19445	INSURER B : Allied World Assurance Company (U.S.)		19489	INSURER C : New Hampshire Ins. Co.		23841	INSURER D : Lloyds of London		085202	INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A : National Union Fire Ins. Co.		19445																				
INSURER B : Allied World Assurance Company (U.S.)		19489																				
INSURER C : New Hampshire Ins. Co.		23841																				
INSURER D : Lloyds of London		085202																				
INSURER E :																						
INSURER F :																						

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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

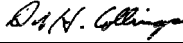
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Port Orange 1000 City Center Circle Port Orange, FL 32129-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (C8c) Approval of Authorization No 3 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for the Oceans Lift Station Rehabilitation project in the amount not to exceed \$70,540.00.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No 3 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Oceans Lift Station Rehabilitation project in the amount not to exceed \$70,540.00; and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: This wastewater collection system improvement project includes the design, permitting, and construction of upgrades to various lift stations located throughout the city. The Oceans Lift Station (Station No. 6), located at Riverwalk Park, was installed in 1962 and upgraded in 1987. It is in need of rehabilitation in order to provide continued service. This project is necessary to insure uninterrupted collection and transmission of wastewater. Oceans lift station provides service to the residences and businesses in the Riverwalk area of the city. The proposed improvements include converting from suction lift pumping (above ground station) to submersible pumping (below ground station), installation of a new control panel, raising the elevation of the wet well to accommodate additional growth, new control panel, and site improvements to improve the aesthetics.

The Public Works & Utilities Department is requesting Task Authorization No 3 for design and bidding services with 365 days from the Notice to Proceed.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No 3 - Kimley-Horn - Ocenass LS Rehab (1)	Task Authorization No 3 - Kimley-Horn - Ocenass LS Rehab (1).pdf
2.	Dept Justification Memo - Kimley Horn TA3 - Oceans LS Improvements	Dept Justification Memo - Kimley Horn TA3 - Oceans LS Improvements.docx

3.	Kimley-Horn and Associates ALL 4.1.2023	Kimley-Horn and Associates ALL 4.1.2023.pdf
----	--	--

Julia Wiggins	Created/Initiated - 4/5/2022
Julia Wiggins	Approved - 4/5/2022
Richard Colby	Approved - 4/5/2022
Junos Reed	Approved - 4/6/2022
Steve Parnell	Approved - 4/6/2022
Lynn Stevens	Approved - 4/11/2022
John McKinney	Approved - 4/25/2022
Matthew Jones	Approved - 4/28/2022
Wayne Clark	Approved - 5/2/2022
Robin Fenwick	Final Approval - 5/3/2022

TASK AUTHORIZATION NO. 3
Master Contract for Professional Engineering Services for Public Utilities and
Environmental Services dated January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Oceans Lift Station Improvement, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein with **365 days** of the date of a written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **\$70,540**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

EXHIBIT “1”

Engineer's Quote

Consisting of 3 Pages

PROPOSAL FOR OCEANS LIFT STATION REHABILITATION

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Oceans lift station rehabilitation. The proposed improvements include Converting from suction lift pumping to submersible pumping, installation of a new control panel, raise the elevation of the wet well lift & control panel out of the flood plain, site improvements, and a decorative wall/fence.

Specific Scope of Basic Services:

Task 1: Preliminary Design

- A. Kimley-Horn will attend a kick-off meeting with the City of Port Orange to review the project scope and discuss project elements to be included within the design plans.
- B. Kimley-Horn will evaluate the buildout wastewater demands for the Oceans lift station sewer shed and prepare lift station design calculations to evaluate the ability of the lift station wet well to provide adequate volume. Kimley-Horn will review the existing lift station pump curves to determine if the new hydraulic head conditions will create an unacceptable impact on the lift station performance.
- C. Kimley-Horn will prepare conceptual plans and attend a meeting with City staff to review and receive comments.
- D. Kimley-Horn will enlist the services of an electrical engineering subconsultant to perform the required electrical design for the proposed lift station modifications. This work will include raising the power, lighting, lightning protection and limited access alarm points.

Task 2: Final Design

- A. Kimley-Horn will prepare 90% and 100% design plans, specifications, and opinion of probable construction cost (OPC) for the proposed lift station and electrical improvements.
- B. Kimley-Horn will submit the design plans, specifications, and OPC for the City's review at 90% and 100% completion.

Task 3: Permitting Services

- A. Kimley-Horn will prepare an FDEP Notification/Application for Constructing A Domestic Wastewater Collection /Transmission System (62-604.300(8)(a)). The scope consists of preparation of one permit application and supporting documents and response to a maximum of two reasonable requests for additional information. All permit application fees will be paid by the City.

Task 4: Bidding Services

- A. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.
- B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.
- C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.
- D. Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-Horn will provide the 90% project submittal within 180 days of the of the Notice to Proceed and the 100% project submittal within 45 days of receiving 90% comments.

Deliverables:

Deliverables for this project include the following:

- 90% plans, specifications, opinion of probable construction costs
- Bid Ready plans, specifications and final opinion of probable construction costs

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$70,540.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

<i>Task</i>	<i>Description</i>	<i>Subconsultant</i>	<i>Kimley-Horn</i>	<i>Lump Sum</i>
1	Preliminary Design	\$0	\$4,005	\$4,005
2	Final Design	\$29,605	\$30,640	\$60,245
3	Permitting	\$0	\$1,985	\$1,985
4	Bidding Services	\$0	\$4,305	\$4,305
	SubTotal	\$29,605	\$40,935	\$70,540
Total				\$70,540

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.



ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

BY: See Task Authorization No. 3 Page 4

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: 
Jon Martin, PE

TITLE: Sr. Vice President

DATE: 2-22-22



City of Port Orange Public Works and Utilities Department

TO: Wayne Clark, City Manager

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

FROM: Junos Reed P.E., Engineering and Construction Manager

DATE: March 24, 2022

SUBJECT: Kimley Horn and Associates, Inc. – Task Authorization No. 3 under the Master Contract for Professional Engineering Services for Public Utilities and Environmental Services CA7763 for Oceans Lift Station Improvements Design and Bidding Assistance Services

REQUEST:

The Public Works & Utilities Department is requesting approval of Task Authorization No 3 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for the Oceans Lift Station Rehabilitation project in the amount not to exceed \$70,540.00.

PURPOSE:

The purpose of this project is converting an old and failing wet well mounted lift station to a submersible lift station and to raise the wet well top and control panel out of the flood plain.

CONSIDERATION:

This wastewater transmission system improvement project involves the design, permitting, and construction of mechanical, electrical, and site upgrades to the Oceans Lift Station (Station No. 6). This project is necessary to insure uninterrupted collection and transmission of wastewater. Oceans lift station provides service to the residences and businesses in the Riverwalk area of the city. The proposed improvements include converting from suction lift pumping to submersible pumping, installation of a new control panel, raising the elevation of the wet well lift & control panel out of the flood plain, and site improvements.

The Public Works & Utilities Department is requesting Task Authorization No 3 be issued with 365 days from the Notice to Proceed.

FUNDING:

This project is part of the Public Works & Utilities Department Capital Improvement Program approved in the FY22 budget.

Fund: 403

Name: Water and Sewer R&R Fund

Cost Center: Water and Sewer

Program: Wastewater Treatment

Spend Category: Engineering

Project Worktag: SLS200

FY21 Approved Budget: \$700,000

Actual: \$70,540.00

RECOMMENDATION:

The Public Works & Utilities Department recommends approval of Task Authorization No 3 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Oceans Lift Station Rehabilitation project in the amount not to exceed \$70,540.00

ANTICIPATED SCHEDULE:

- a) Council Approval Date: May 17, 2022
- b) The length of Task Authorization will be 365 days from the Notice to Proceed date

ATTACHMENTS:

- 1. Task Authorization No. 3 draft documents
- 2. Kimley Horn Oceans Lift Station Rehabilitation Proposal

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. NAIC # 19445 INSURER B: Allied World Assurance Company (U.S.) 19489 INSURER C: New Hampshire Ins. Co. 23841 INSURER D: Lloyds of London 085202 INSURER E: INSURER F:
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & (See Attached Descriptions)

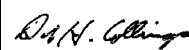
CERTIFICATE HOLDER

CANCELLATION

City of Port Orange
 1000 City Center Circle
 Port Orange, FL 32129-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (C8d) Approval of Task Authorization No 4 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Christiancy Lift Station Rehabilitation project in the amount not to exceed \$118,750.

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION:

Move to approve Task Authorization No 4 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Christiancy Lift Station Rehabilitation project in the amount not to exceed \$118,750; and authorize Mayor and City Clerk to execute all necessary documents.

SUMMARY: This wastewater collection system improvement project includes the design, permitting, and construction of upgrades to various lift stations located throughout the city. The Christiancy Lift Station (Station No. 11), located on Commonwealth Blvd, was last upgraded in 2002 and is in need of rehabilitation in order to provide continued service. This station is a regional lift station that ultimately provides service to approximately 2,200 residences in the southeast portion of the city. The proposed improvements include converting from suction lift pumping (above ground) to submersible pumping (below ground), installation of new control panels with Variable Frequency Drives (VFD's), new emergency generator, and rehabilitation of the existing electrical building.

The Public Works & Utilities Department is requesting approval of Task Authorization 4 to Kimley-Horn & Associates for the design, permitting, and bidding assistance services for the station upgrades under the Master Contract for Professional Engineering services. Work will be completed 450 days from the Notice to Proceed.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Task Authorization No 4 - Kimley-Horn - Christiancy LS Rehab	Task Authorization No 4 - Kimley-Horn - Christiancy LS Rehab.pdf
2.	Dept Justification Memo - Kimley Horn	Dept Justification Memo - Kimley Horn

3.	TA4- Christianity LS Improvements	TA4- Christianity LS Improvements.docx
	Kimley-Horn and Associates ALL 4.1.2023	Kimley-Horn and Associates ALL 4.1.2023.pdf

Julia Wiggins	Created/Initiated - 4/5/2022
Julia Wiggins	Approved - 4/5/2022
Richard Colby	Approved - 4/5/2022
Junos Reed	Approved - 4/6/2022
Steve Parnell	Approved - 4/6/2022
Lynn Stevens	Approved - 4/7/2022
John McKinney	Approved - 4/25/2022
Matthew Jones	Approved - 4/28/2022
Wayne Clark	Approved - 5/2/2022
Robin Fenwick	Final Approval - 5/3/2022

TASK AUTHORIZATION NO. 4
Master Contract for Professional Engineering Services for Public Utilities and
Environmental Services dated January 18, 2022
Between the City of Port Orange, Florida and Kimley-Horn and Associates, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **KIMLEY-HORN AND ASSOCIATES, INC.**, North Carolina corporation, registered to transact business in Florida, with its principal place of business at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide services relating to Christiency Lift Station Improvement, as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."

3. Engineer shall complete the services to be provided herein with **450 days** of the date of a written notice by the City to the Engineer.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed **\$118,750.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

KIMLEY-HORN AND ASSOCIATES, INC.

Printed Name: _____ By: _____
Jonathan D. Thigpen, Senior Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

EXHIBIT “1”

Engineer's Quote

Consisting of 3 Pages

PROPOSAL FOR CHRISTIANCY LIFT STATION REHABILITATION

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated January 18, 2022, which is incorporated herein by reference.

Project Understanding

The scope of work presented below was prepared following discussions with the City of Port Orange staff regarding the City of Port Orange Christianity Lift Station. City staff requested that Kimley-Horn provide a proposal to convert the existing triplex suction lift station to a duplex lift station with submersible pumps.

The following is our understanding of the of work that has been requested by City staff.

- The City's goal is to convert the Christianity Lift Station from a triplex suction lift pump station to a duplex submersible pump station.
- The City wants to install new variable frequency drives (VFDs), SCADA controls, and rain gauge. The existing generator will also be evaluated to determine the potential for continued use for emergency backup.
- The City desires to rehabilitate the existing electrical building. This rehab shall include roof replacement, exterior upgrades, and landscaping improvements. The City has requested that the landscaping be minimized to a rock lawn for ease of maintenance.
- Construction administration services are not included in this scope of work.

Specific Scope of Basic Services:

Task 1: Preliminary Design

This task will consist of the following design, analysis, and coordination components.

A. Kimley-Horn will contract directly with a survey subconsultant to prepare a topographic and project boundary survey to support the design of the Project. Specifically, the surveyor will perform a topographic and boundary survey of lift station site, including location of all visible site features. Survey will be prepared in Florida State Plane Coordinates (Zone West) and North American Vertical Datum of 1988 (NAVD 88).

B. Kimley-Horn will attend a kick-off meeting with the City of Port Orange to review the project scope and discuss project elements to be included within the design plans.

C. Kimley-Horn will evaluate the lift station buildout demand conditions and perform a WaterCAD hydraulic analysis of the collection system to determine the design head conditions for the new lift station pumps.

D. Kimley-Horn will enlist the services of an electrical engineering subconsultant to perform the required electrical design for the proposed lift station. This work will include the design of new variable frequency drives (VFDs), controls, SCADA system, rain gauge, and an evaluation of the existing emergency generator. Design assumes existing generator will remain.

Kimley»Horn

E. Kimley-Horn will prepare a preliminary design report (PDR) for the City's review and approval prior to preparing the construction plans. The PDR will consist of design assumptions, conceptual site sketch, and opinion of probable construction cost (OPC).

Task 2: Final Design

- A. Kimley-Horn will prepare 60%, 90% and 100% design plans, specifications, and opinion of probable construction cost (OPC) for the proposed lift station and site improvements.
- B. Kimley-Horn will submit the design plans, specifications, and OPC for the City's review at 60%, 90% and 100% completion.

Task 3: Permitting Services

- A. Kimley-Horn will prepare an FDEP Notification/Application for Constructing A Domestic Wastewater Collection /Transmission System (62-604.300(8)(a)). The scope consists of preparation of one permit application and supporting documents and response to a maximum of two reasonable requests for additional information. All permit application fees will be paid by the City.

Task 4: Bidding Services

- A. Prepare one (1) separate bid package consisting of plans, permits, and specifications (in CSI or EJCDC format) to be included in the City's bid package.
- B. Participate in one (1) pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference.
- C. Respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process. The City will be responsible for addenda distribution.
- D. Review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Schedule:

These services will be completed as expeditiously as possible. Kimley-Horn will begin services within 7 calendar days upon receipt of an executed agreement. Kimley-Horn will provide the 90% project submittal within 220 days of the of the Notice to Proceed and the 100% project submittal within 45 days of receiving 90% comments, and bidding assistance 90 days after 100% submittal approval.

Deliverables:

Deliverables for this project include the following:

- Preliminary Design Report
- 60% plans, specifications, opinion of probable construction costs
- 90% plans, specifications, opinion of probable construction costs

Kimley»Horn

- Bid Ready plans, specifications and final opinion of probable construction costs

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of \$118,750.00 inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	Description	Subconsultant	Kimley-Horn	Lump Sum
1	Preliminary Design	\$7,500	\$9,465	\$16,965
2	Final Design	\$41,415	\$52,880	\$94,295
3	Permitting	\$0	\$2,285	\$2,285
4	Bidding Services	\$0	\$5,205	\$5,205
	SubTotal	\$47,105	\$69,835	\$118,750
Total				\$118,750

Other Special Terms:

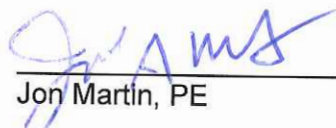
Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: See Task authorization No. 4 Page 4

BY: 

Jon Martin, PE

TITLE: _____

TITLE: Sr. Vice President

DATE: _____

DATE: 2-22-22



City of Port Orange Public Works and Utilities Department

TO: Wayne Clark, City Manager

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

FROM: Junos Reed P.E., Engineering and Construction Manager

DATE: March 25, 2022

SUBJECT: Kimley Horn and Associates, Inc. – Task Authorization No. 4 under the Master Contract for Professional Engineering Services for Public Utilities and Environmental Services CA7763 for Christiancy Lift Station Improvements Design and Bidding Assistance Services

REQUEST:

The Public Works & Utilities Department is requesting approval of Task Authorization No. 4 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for the Christiancy Lift Station Rehabilitation project in the amount not to exceed \$118,750.

PURPOSE:

The purpose of this project is to convert from a triplex suction lift pump station to a submersible lift station.

CONSIDERATION:

This wastewater transmission system improvement project involves the design, permitting, and construction of mechanical, electrical, building, and site upgrades to the Christiancy Lift Station (Station No. 11). This project is necessary to insure uninterrupted collection and transmission of wastewater. Christiancy is a regional lift station that ultimately provides service to approximately 2,200 residences in the southeast portion of town. The proposed improvements include converting from suction lift pumping to submersible pumping, installation of new control panels with VFD's, new backup generator, and rehabilitation of the existing electrical building

The Public Works & Utilities Department is requesting Task Authorization to be 450 days from the Notice to Proceed.

FUNDING:

This project is part of the Public Works & Utilities Department Capital Improvement Program approved in the FY22 budget.

Fund: 403

Name: Water and Sewer R&R Fund

Cost Center: Water and Sewer

Program: Wastewater Treatment

Spend Category: Engineering

Project Worktag: SLS201

FY21 Budget: \$850,000.00

Actual: \$118,750.00

RECOMMENDATION:

The Public Works & Utilities Department recommends approval of Task Authorization No 4 under the Master Contract for Professional Engineering services with Kimley Horn for Design and Bidding Assistance Services for Christiancy Lift Station Rehabilitation project in the amount not to exceed \$118,750.

ANTICIPATED SCHEDULE:

- a) Council Approval Date: May 17, 2022
- b) The length of Task Authorization will be 450 days from the Notice to Proceed date

ATTACHMENTS:

- 1. Task Authorization No. 4 draft documents
- 2. Kimley Horn Christiancy Lift Station Rehabilitation Proposal

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins. Co.	
		INSURER B : Allied World Assurance Company (U.S.)	
		INSURER C : New Hampshire Ins. Co.	
		INSURER D : Lloyds of London	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 22-23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			GL5268169	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489663	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000			03127930	04/01/2022	04/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC015893685 (AOS) WC015893686 (CA)	04/01/2022	04/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2204949	04/01/2022	04/01/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Master Contract Professional Engineering Services for Public Works, Utilities & Environmental Services; Nicole McConnell. The City of Port Orange is named as an Additional Insured with respects to General Liability where required by written contract. The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & (See Attached Descriptions)

CERTIFICATE HOLDER City of Port Orange 1000 City Center Circle Port Orange, FL 32129-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

DESCRIPTIONS (Continued from Page 1)

allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (C8e) Approval of Contracts for RFSQ #22-03 - Architectural Services with DJ Design Services, Inc., (OLC) Ohlson Lavoie Corporation, and Hall & Ogle Architects, Inc.

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Architectural contract award to DJ Design Services, Inc., (OLC) Ohlson Lavoie Corporation, and Hall & Ogle Architects, Inc. for continuous services and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: On March 8, 2022, Purchasing received six (6) Statements of Qualifications for RFSQ #22-03 Professional Architectural Services. Statements were reviewed by an Evaluation Committee and scored at a noticed public meeting on April 13, 2022. City Staff has made a recommendation to award contracts to the following firms:

DJ Design Services, Inc.
(OLC) Ohlson Lavoie Corporation
Hall & Ogle Architects, Inc.

These services will be used by departments through task authorizations as approved during the budget process for city projects.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	DJ Design Services, Inc. RFSQ 22-03 Master Contract for Architectural Services	DJ Design Services, Inc. RFSQ 22-03 Master Contract for Architectural Services.pdf
2.	Ohlson Lavoie Corporation RFSQ 22-03 Master Contract for Architectural Services	Ohlson Lavoie Corporation RFSQ 22-03 Master Contract for Architectural Services.pdf
3.	Hall & Ogle Architects, Inc. RFSQ 22-03 Master Contract for Architectural	Hall & Ogle Architects, Inc. RFSQ 22-03 Master Contract for Architectural

	Services	Services.pdf
4.	RFSQ 22-03 NOTICE OF INTENT TO AWARD	RFSQ 22-03 NOTICE OF INTENT TO AWARD.docx
5.	RFSQ 22-03 Evaluation Ranking Summary	RFSQ 22-03 Evaluation Ranking Summary.pdf
6.	RFSQ 22-03 Professional Architectural Services FINAL 1.26.22	RFSQ 22-03 Professional Architectural Services FINAL 1.26.22.pdf

Susan Lovallo	Created/Initiated - 4/18/2022
Susan Lovallo	Approved - 4/18/2022
John McKinney	Approved - 4/25/2022
Jill Poolman	Approved - 5/2/2022
Matthew Jones	Approved - 5/2/2022
Wayne Clark	Approved - 5/2/2022
Robin Fenwick	Approved - 5/3/2022
City Council	Final Approval - 5/3/2022



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this ____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DJ DESIGN SERVICES, INC.** ("Architect"), a Florida corporation whose principal address is 913 North Nova Road, Holly Hill, Florida 32117. The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Architect hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

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

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other Parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. City Obligations. The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Architect under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Architect shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Architect. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Purchasing Manager, Jill Poolman ("Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract, shall perform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Statement of Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
 - (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
 - (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials

furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

- (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

- (a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.
- (b) If any change under this clause causes an increase or decrease in Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.
- (c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him,

the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof:
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and
 - c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

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

(b) The Architect further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Architect involved in

transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

14. Termination for Non-Appropriation of Funds.

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

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

15. Insurance Architect shall maintain insurance, as required herein, during the life of this Contract. Architect shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Architect may use leased employees if the Architect ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access

the jobsite. Any Architect using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Architect shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Architect shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Architect shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Architect Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor: DJ Design Services, Inc.
Attention: James M. Wachtel, President
913 North Nova Road
Holly Hill, Florida 32117
(386) 255-6987 – Telephone
(386) 255-6989 – Facsimile
jim@djdesigninc.com

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

27. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in

this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

28. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

DJ DESIGN SERVICES, INC.

Printed Name: _____

By: _____

James M. Wachtel, President

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by James M. Wachtel, as President of DJ Design Services, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 7788]

EXHIBIT “1”

RFSQ 22-03 Section 3 and Architect's Quote

Consisting of 4 Pages

HOURLY RATE SCHEDULE
CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES
CITY OF PORT ORANGE RFSQ 22-03

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

COMPANY NAME: DJdesign Services, Inc. Architects and Planners

(INSERT FIRM'S PERSONNEL CATEGORY/ TITLE & CORRESPONDING MAXIMUM HOURLY RATE BELOW- SAMPLES BELOW PROVIDED FOR ILLUSTRATION)

<u>Category of Employee</u>	<u>Hourly Rate</u>
Senior Project Architect/Principal	\$125.00
Project Manager/Architect	\$100.00
CAD Technician	\$55.00
Administrator/Clerical	\$45.00

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant’s Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant’s billing shall be provided.

The City’s normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
2. Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.
 - (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. _____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and DJ Design Services, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DJ DESIGN SERVICES, INC.**, a Florida corporation with its principal place of business at 913 North Nova Road, Holly Hill, Florida 32117 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within ____ days of the date of written notice by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

DJ DESIGN SERVICES, INC.

Printed Name: _____

By: _____
James M. Wachtel, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager **OR** Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this ____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **OHLSON LAVOIE CORPORATION** ("Architect"), a Colorado corporation whose principal address is 2295 South Hiawassee Road, Suite 310, Orlando, Florida 32835. The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Architect hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

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

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other Parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. City Obligations. The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Architect under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Architect shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Architect. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Purchasing Manager, Jill Poolman ("Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract, shall perform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Statement of Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
 - (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
 - (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials

furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

- (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

- (a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.
- (b) If any change under this clause causes an increase or decrease in Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.
- (c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him,

the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof:
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and
 - c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

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

(b) The Architect further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Architect involved in

transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

14. Termination for Non-Appropriation of Funds.

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

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

15. Insurance Architect shall maintain insurance, as required herein, during the life of this Contract. Architect shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Architect may use leased employees if the Architect ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access

the jobsite. Any Architect using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Architect shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Architect shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Architect shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Architect Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor: Ohlson Lavoie Corporation
Attention: Hervey R. Lavoie, President
2295 South Hiawasse Road
Suite 310
Orlando, Florida 32835
(407) 992-0470 – Telephone
melsheikh@olcdesigns.com

400 Santa Fe Drive
Denver, Colorado 80204

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

27. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-

in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

28. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

OHLSON LAVOIE CORPORATION

Printed Name: _____

By: _____

Hervey R. Lavoie, President

Title: _____

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

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Hervey R. Lavoie, as President of Ohlson Lavoie Corporation, a Colorado corporation. He or she is ____ personally known or ____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 7788]

EXHIBIT “1”

RFSQ 22-03 Section 3 and Architect's Quote

Consisting of 4 Pages

April 22nd, 2022

City of Port Orange
Purchasing Division
Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129

RE: RFSQ #22-03 Professional Architectural Services

Dear Jennifer and Selection Committee Members:

In response to your request to provide a fee schedule of rates for the services to be provided under the continuing architectural services as described in RFSQ 22-03.

OLC recommends the use of The Florida Department of Management Services Variable Fee Guide Calculator For AE Services which we are using for similar on-call and other municipal work projects.

The percentage would vary slightly based on the cost of the project and complexity which gives a fair compensation for both the AOR and the City of Port Orange.

https://www.dms.myflorida.com/business_operations/real_estate_development_and_management/building_construction/forms_and_documents/design_professional_fee_guidelines/fee_guide_calculator_for_ae_services

for items that falls outside the Basic services included in the fee schedule above, we will provide a fee for each service based on our hourly rate as follows:

Senior Principal	\$225	per hour	Senior Interior Designer	\$150	per hour
Principal	\$150	per hour	Junior Interior Designer	\$90	per hour
Senior Architect	\$125	per hour	Graphic Designer	\$75	per hour
Architect	\$100	per hour	Graphic Support	\$50	per hour
Architectural Intern	\$90	per hour	Administrative	\$75	per hour

Reimbursable Expenses: The owner will reimburse OLC for expenses incurred in the course of delivery of these services at 1.10 times the cost. Such expenses include transportation costs, delivery services, communication, printing, plotting, reproduction, and other direct expenses.

Thank you for your consideration; we look forward to being part of your team.

Sincerely,

Maged Elsheikh, Principal-in-Charge
OLC (Ohlson Lavoie Corporation)
2295 S. Hiawassee Road, Suite 310
Orlando, Florida 32835
P: 407.992.0470 C: 407.342.3565
E: melsheikh@olcdesigns.com

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant’s Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant’s billing shall be provided.

The City’s normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
2. Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.
 - (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. _____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and Ohlson Lavoie Corporation

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **OHLSON LAVOIE CORPORATION**, a Colorado corporation with its principal place of business at 2295 South Hiawasse Road, Suite 310, Orlando, Florida 32835 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

OHLSON LAVOIE CORPORATION

Printed Name: _____

By: _____
Hervey R. Lavoie, President

Printed Name: _____

Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager **OR** Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this ____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **HALL & OGLE ARCHITECTS, INC.** ("Architect"), a Florida corporation whose principal address is 208 Magnolia Avenue, Daytona Beach, Florida 32114. The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Architect hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

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

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other Parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. City Obligations. The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Architect under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Architect shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Architect. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Purchasing Manager, Jill Poolman ("Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract, shall perform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Statement if Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
 - (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
 - (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials

furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

- (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

- (a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.
- (b) If any change under this clause causes an increase or decrease in Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.
- (c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him,

the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof:
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and
 - c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

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

(b) The Architect further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Architect involved in

transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

14. Termination for Non-Appropriation of Funds.

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

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

15. Insurance Architect shall maintain insurance, as required herein, during the life of this Contract. Architect shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Architect may use leased employees if the Architect ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access

the jobsite. Any Architect using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Architect shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Architect shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Architect shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Architect Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☒	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor: Hall & Ogle, Architects, Inc.
Attention: David D. Ogle, Jr., Vice President
208 Magnolia Avenue
Daytona Beach, Florida 32114
(386) 255-6163 – Telephone
dogle@hoarchitects.com

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

27. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification

shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

28. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

HALL & OGLE ARCHITECTS, INC.

Printed Name: _____

By: _____

David D. Ogle, Jr., Vice President

Title: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by David D. Ogle, Jr., as Vice President of Hall & Ogle Architects, Inc., a Florida corporation. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 7788]

EXHIBIT “1”

RFSQ 22-03 Section 3 and Architect's Quote

Consisting of 4 Pages

Hall & Ogle Architects, Inc.

Rates are as follows:

Principal:	\$200.00/hr
Sr. Project Architect	\$150.00/hr
CAD Technician	\$ 80.00/hr
Clerical/Support	\$ 50.00/hr

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant’s Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant’s billing shall be provided.

The City’s normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
2. Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.
 - (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

[End of Scope of Services - Remainder of this page left intentionally blank]

EXHIBIT "2"

Example Task Authorization

Consisting of 4 Pages

TASK AUTHORIZATION NO. ____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and Hall & Ogle Architects, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALL & OGLE ARCHITECTS, INC.**, a Florida corporation with its principal place of business at 208 Magnolia Avenue, Daytona Beach, Florida 32114 ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within ____ days of the date of written notice by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

HALL & OGLE ARCHITECTS, INC.

By: _____

David D. Ogle, Vice President

Printed Name: _____

Date: _____

Printed Name: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager **OR** Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



NOTICE OF INTENT TO AWARD

RFSQ #22-03

Professional Architectural Services

April 18, 2022

On March 8, 2022 Purchasing received six (6) Statements of Qualifications for RFSQ #22-03 Professional Architectural Services.

Statements were reviewed by an Evaluation Committee and scored at a noticed public meeting on April 13, 2022. City Staff has made a recommendation to award contracts to the following firms:

**DJ Design Services, Inc.
(OLC) Ohlson Lavoie Corporation
Hall & Ogle Architects, Inc.**

Respectfully Submitted,

Jennifer Cox
Purchasing Agent

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on April 21, 2022 at 9:00 a.m. E.S.T.



Evaluation Ranking Summary

Date: 4/18/2022

RFSQ #22-03 Professional Architectural Services

Firm Name	Total Score (Maximum 300)
DJ Design Services, Inc.	275
OLC (Ohlson Lavoie Corporation)	267
Hall & Ogle Architects, Inc.	257
CPH	256
PQH Group	249
Forefront Architecture + Engineering	203

Comments

On April 13, 2022 a Statement of Qualifications Evaluation Committee scored statements from the 6 firms listed above. The committee agreed by consensus to recommend for award the following firms: DJ Design Services, Inc., OLC (Ohlson Lavoie Corporation) and Hall & Ogle Architects, Inc.

"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes." The 72 hour posting requirement will elapse on April 21, 2022 at 9:00 a.m. E.S.T.

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR STATEMENT of QUALIFICATIONS

Professional Architectural Services

RFSQ #22-03



City of Port Orange Purchasing Division

Prepared by: Jennifer Cox, Purchasing Agent

Release Date: January 31, 2022

Statement of Qualifications

Due Date & Time: March 8, 2022 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle Port Orange,
FL 32129 (386) 506-5740
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFSQ #22-03

Professional Architectural Services

Notice is hereby given that the City of Port Orange is seeking Statements of Qualifications for RFSQ #22-03 Professional Architectural Services. Submissions of Statements of Qualifications will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:30 P.M. on March 8, 2022** which may be amended by addendum issued by the City. All untimely statements will not be considered and will be returned to the proposer unopened. All statements will be evaluated to ensure they contain all required forms in order to deem the proposer responsive or non-responsive. Statements will be opened and read aloud March 8, 2022 at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Statement Conference for the project at **10:00 A.M. (local time) on February 14, 2022** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre- Statement Conference must sign in. The representative of each Responder shall be an authorized employee of the Proposer and shall sign in accordingly. Responders are urged to obtain Statement documents and familiarize themselves with the documents prior to the Pre-Statement Conference.

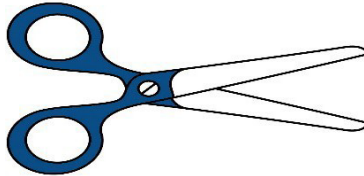
DESCRIPTION: *The City of Port Orange is soliciting sealed statements to acquire professional architectural services under a continuing master contract in accordance with the Consultants Competitive Negotiation Act (CCNA).*

All Statements of Qualifications are solicited and will be evaluated on the criteria outlined in this RFSQ. An evaluation committee primarily comprised of City staff has been appointed to evaluate and rank the Statements of Qualifications received in accordance with the Code of Ordinances City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-278, and all Statements will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129, and at www.municode.com.

Copies of the RFSQ documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at <https://www.port-orange.org/bids.aspx> and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to Jennifer Cox, Purchasing agent at jcox@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFSQ #22-03 Professional Architectural Services"** in the subject line. Last day for questions will be **February 21, 2022 at 5:00 P.M.**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to your sealed Statement envelope/package to identify it as a “Sealed Statement of Qualifications”. Be sure to include the name of the company submitting the Statement where requested.



SEALED STATEMENT OF QUALIFICATIONS • DO NOT OPEN

SEALED STATEMENT NO.

RFSQ #22-03

STATEMENT TITLE:

Professional Architectural Services

DUE DATE/TIME:

March 8, 2022 at 2:30 P.M.

SUBMITTED BY:

(Name of Company)

ADDRESS:

DELIVER TO:

**City of Port Orange City Clerk's Office
Attn: Jennifer Cox
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129**

DATE/TIME RECEIVED:

(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW	5
SECTION 2 – INSTRUCTIONS TO PROPOSERS	6
SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS	10
SECTION 4 – STANDARD PURCHASING DEFINITIONS	11
SECTION 5 – GENERAL TERMS AND CONDITIONS	13
SECTION 6 – SPECIAL CONDITIONS.....	27
SECTION 7 - STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS	28
SECTION 8- EVALUATION OF STATEMENTS OF QUALIFICATIONS SUBMITTAL CHECKLIST	31
SECTION 9 – REQUIRED FORMS	35
FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST	35
FORM 9.2 – PROPOSER'S ACKNOWLEDGEMENT FORM.....	36
FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT	37
FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT	38
FORM 9.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.....	39
FORM 9.6 – ANTI-COLLUSION FORM	40
FORM 9.7 – STATEMENT OF QUALIFICATIONS	41
FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE	42
FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS.....	44
FORM 9.10 – CERTIFICATION REGARDING DEBARMENT	45
FORM 9.11 – E-VERIFY AFFIDAVIT	46
FORM 9.12 – NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL MATERIALS	47
EXHIBIT A – DESCRIPTION OF CONFIDENTIAL MATERIAL	50
AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY).....	51
LEASED EMPLOYEE AFFIDAVIT EXHIBIT FORM (FOR INFORMATIONAL PURPOSES ONLY).....	52
TASK AUTHORIZATION (FOR INFORMATIONAL PURPOSES ONLY).....	53
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY).....	57

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Request for Statement of Qualifications (RFSQ) is to solicit competitive sealed Statements of Qualifications, in compliance with the Consultants Competitive Negotiation Act. F.S. 287.055, from qualified individuals and/or architectural firms that are interested in providing the City of Port Orange professional architectural services under a continuing master contract.

NOTE: The City may not accept statements from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

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

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies (Proposers) desiring to provide services, as described herein shall submit sealed Statements of Qualifications, including one (1) original, three (3) identical copies and one (1) digital (USB flash drive) version in .pdf format, in conformance with the detailed submittal instructions.

TIMELINE (Local Time)

The City reserves the right to alter dates as needed.

Date of Distribution:.....January 31, 2022
Non-Mandatory Pre-Statement Conference:.....February 14, 2022 at 10:00 A.M.
Deadline for Questions:.....February 21, 2022 by 5:00 P.M.
Final Addendum Posting:.....February 28, 2022 by 5:00 P.M.
Statements Due:.....March 8, 2022 by 2:30 P.M.
Evaluation Period:.....To Be Determined
City Council Meeting for Approval of Recommendation of Award.....To Be Determined

Statements must be delivered in a sealed envelope/package to:

**City of Port Orange City Clerk's Office
Attn: Jennifer Cox, Purchasing Agent
Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129**

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

Statements of Qualifications shall be sealed, and Proposers shall clearly indicate on the outside of their statement the following:

- a) Request for Statement of Qualifications (RFSQ) Number and Title
- b) Date of Opening
- c) Name of Proposer
- d) Address of Proposer

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

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

Offers by telephone or email will not be accepted. Proposers are instructed NOT to fax their Statement package. **Faxed Statements shall be rejected as non-responsive regardless of where or when the fax is received.**

All Statements of Qualifications will be opened publicly, and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFSQ are recorded electronically (audio only).

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

QUESTIONS REGARDING THIS RFSQ

All questions shall reference “**RFSQ 22-03 Professional Architectural Services**” in the subject line. All questions concerning this RFSQ shall be submitted in writing no later than the date & time referenced in the Timeline above to:

Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
jcox@port-orange.org or
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR STATEMENT OF QUALIFICATIONS

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

It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a Statement and acknowledge such by completing Form 9.3 Addendum and Change Order Procedure Acknowledgement Form. Written responses to questions posed prior to the question deadline, in the form of an addendum, will be provided via the City website: www.port-orange.org/proposals.aspx and Demand Star website: www.demandstar.com.

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

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

CLARIFICATIONS

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

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

MINIMUM QUALIFICATIONS

Proposers shall be licensed to do business in the State of Florida. The City of Port Orange will verify Sunbiz report showing the Proposer's license registered as “Active”. (The proposing firm’s registered name in Sunbiz must match exactly to the name on all documents related to this RFSQ.) Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFSQ, by all applicable state and local agencies. Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFSQ on the provided Form 9.8 Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criteria shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

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

automatically be disqualified from further consideration for this RFSQ.

STATEMENT FORMS

Statement Forms are to be completed as directed and without modification and returned as part of the RFSQ submittal prior to the RFSQ deadline for submission. Failure to fill out the Statement Forms as directed and without modification may negatively affect the evaluation of your Statement and may result in rejection of your Statement.

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFSQ requirements, the Proposer must indicate those exceptions as stated on the Proposer's Acknowledgement Form (9.2).

STATEMENT SUBMISSION AND WITHDRAWAL

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

CORRECTION OF STATEMENTS

Correction of inadvertently erroneous Statements shall be permitted up to the time of RFSQ opening. Proposers shall not be allowed to modify their Statements after the opening time and date.

WITHDRAWAL OF STATEMENTS

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

OPENING OF STATEMENTS

Statements will be received until the date and time stated in this RFSQ and will be publicly opened and read at the place, time and date stated. The Purchasing Division will not be responsible for the premature opening of a statement not properly addressed and identified.

LITIGATION HISTORY

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

DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer, or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Proposer's debarment history is an issue of responsibility, the failure to provide debarment history as required in Section 7 may result in a recommendation of non-responsive by the Purchasing Manager.

REJECTION OF STATEMENTS

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

STATEMENTS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS

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

OWNERSHIP OF DOCUMENTS

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

[Remainder of this page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

PROJECT DESCRIPTION:

The purpose of this RFSQ is to establish a master agreement for Professional Architectural Services for various renovation, restoration, construction and general consulting projects in the City of Port Orange in accordance with Florida Statue 287.055, known as the “Consultants’ Competitive Negotiation Act” (the “CCNA”). Services for projects may include conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction.

Authorization for Services under the contract shall be in the form of written Task Authorization issued and executed by the City and signed by the Architect. Each Task Authorization shall describe the services required, state the date of the commencement and completion of work, and establish the amount and method of payment. The City makes no covenant or promise as to the number of available projects during the life of this Contract.

GENERAL INFORMATION:

Sub-consultants

The City of Port Orange reserves the right to approve all sub-consultants for this contract. If sub-consultants are to be utilized, their names and references must be included within this initial statement. Responsibility for the performance of the contract remains with the main Consultant exclusively. Sub-consultants may be added to this contract during the contract period only with PRIOR WRITTEN PERMISSION from the City of Port Orange.

Qualifications

The proposer must have architects or other professional personnel that are registered and licensed in the State of Florida, qualified inspectors, financial advisors or other personnel as required to perform the duties necessary to complete the various services for this project.

Anticipated Services Awarded

The firms will submit a detailed scope of services for consideration during negotiations for individual Task Authorizations under the continuing service contract. The negotiated scope of services for the specified project(s) may include, but may not be limited to, the scope of work discussed above.

Compensation

After a final ranking of all statements received has been decided, the City will begin negotiations with the top ranked firms for a master contract and pricing, per the Consultant’s Competitive Negotiations Act requirements.

The City may elect to provide compensation in the Lump-Sum or Unit Cost with maximum format.

Progress payments may be requested monthly. All invoices shall include the Purchase Order Number, the City Contract Number, the name of the project, the authorized amount, the total of previous billings, the current billing amount, and the amount remaining unbilled. In addition, a narrative summary of services provided, explanation of expenses billed under the current billing amount and all back-up documentation needed to confirm the appropriateness of the Consultant’s billing shall be provided.

The City’s normal payment procedures in accordance with the Florida Prompt Payment Act will be observed. No early payments shall be approved.

No out of scope services shall be provided or compensated in the absence of prior, written authorization in the form of a supplemental Contract and issuance of an appropriate change order to the existing Purchase Order. The City will accept no obligation for any services provided which do not conform to this requirement.

ARCHITECTURAL SERVICES:

1. Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, technical specifications and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
2. Prepare time scaled diagrams showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;
3. During construction bidding, provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
4. Furnish consultation and advice as requested by the City during the construction of a project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached to the Task Authorization);
5. Furnish all other Architectural services included without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to the Master Agreement Contract:
 - (a) Site Visits/Special Permits: The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (b) Preliminary Sketches and Opinion of Probable Construction Costs: The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. A preliminary opinion of probable construction costs shall be prepared based on the preliminary sketch or plan.
 - (c) Working Drawings and Specifications: After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule provided with a Task Authorization. A typical design schedule would include 30%, 60% and 90% drawings unless otherwise indicated on the Task Authorization. Working drawings and specification shall be revised as necessary to meet the requirements of permitting and regulatory agencies and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by permitting and regulatory agencies and the Contract Administrator.
 - (d) Original Drawings – Final Plans: Upon approval of final plans the Architect shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this contract be terminated by the City the Architect shall deliver to the City one set of originals as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.

- (e) Revision of Final Drawings and Specifications: The Architect shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.
- (f) Bidding: The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by the Contract Administrator.
- (g) Reuse of Documents: The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced for a project in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City.
- (h) Expert Witness: The Architect shall serve as an expert witness for the City in any legal proceedings regarding a project under this Contract if the City so requests. The expert witness fee for the Architect shall be negotiated at the time the Architect is called as an expert.

[End of Scope of Services - Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASING DEFINITIONS

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

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

27. **Negotiator** is a member of the negotiation team.
28. **Offer** means a complete signed Response submitted to the City in response to a Solicitation.
29. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
30. **Pre-Statement Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
31. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
32. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
33. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
34. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
35. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
36. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective Proposers requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
37. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
38. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
39. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
40. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
41. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
42. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
43. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
44. **Solicitation** means a formal request, as applicable, for prospective Proposers to submit responses to a Request for Qualifications.
45. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida Statutes.
46. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.
47. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
48. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

[End of Standard Purchasing Definitions- Remainder of this page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

1. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by completing the Addendum and Change Order Acknowledgement Procedure Form (Form 9.3) and include it in the returned Response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the CITY on www.demandstar.com and City of Port Orange Website at www.port-orange.org/proposals.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. ANTI-COLLUSION STATEMENT

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

3. APPLICABLE LAWS

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

4. ASSIGNMENT

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

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

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

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

6. **AWARDS**

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

7. **AWARD AND EXECUTION OF CONTRACT**

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

8. **PROPOSAL RETURNS**

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

9. **PROTEST**

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

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

10. **STATEMENT EVALUATION**

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

11. **BONDS**

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

12. **CERTIFICATE OF INSURANCE**

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

13. **CHANGE ORDERS**

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

14. **CHANGE ORDER REQUEST NOTIFICATION**

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

15. **CLEAN UP**

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

16. **CONDUCT OF PROPOSERS**

All Proposers or individuals acting on behalf of a Proposer are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Proposer/s. All Proposers or individuals acting on behalf of a Proposer are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Proposers. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal

without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

17. CONE OF SILENCE

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

Exceptions to the Cone of Silence:

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

18. CONFLICT OF INTEREST

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

19. CONFLICT OF INSTRUCTIONS

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

20. CONTRACT

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

21. CONTRACT OBLIGATION

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

22. CONTRACT RENEWALS

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

23. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord 1997-22, § 5.6-1997; Ord No 2004-15, § 4, 7-20-2004).

24. COPYRIGHT AND PATENT RIGHTS

Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful

Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

25. COSTS INCURRED BY PROPOSER

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

26. DEFAULT PROVISIONS

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

27. DISCLOSURE OF CONFLICTS

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

28. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Proposer must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer, in his/her proposal, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Proposer on Form 9.2 – Proposer's Acknowledgement Form contained herein. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

29. E-VERIFY

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

30. FAILURE TO RESPOND

If the Proposer elects not to propose, please return the enclosed "No Submittal Response Form" by the proposal due date and state the reason(s) for not proposing. Failure to respond, either by submitting a proposal, or by submitting a "No Submittal Response Form", three (3) times, shall result in the Proposer's name being removed from the City's mailing list.

31. FINANCIAL STABILITY

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

32. FORCE MAJEURE

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

33. GOVERNING FORMS

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

34. GOVERNING LAW

Proposers shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

35. GRANT FUNDING

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

36. HIPAA COMPLIANCE

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

37. INDEMNIFICATION/HOLD HARMLESS

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

38. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposers as independent contractors. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposers under this contract and that the successful Proposers have no authority to bind the City. The Proposer represents itself to be an independent contractor offering such services to the public and shall not represent himself/herself or his/her employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

39. INSPECTIONS AND TESTING

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

40. INSURANCE

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

41. INSURANCE CANCELLATION

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

42. INSURANCE REQUIREMENTS

If required, the Proposer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Proposer's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Proposer may use leased employees if the Proposer ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Proposer using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all Insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. The Proposer shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Proposer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change. **The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.**

<i>Standard Insurance Requirements</i>			
	Insurance	Standards	Additional Requirements
☐ Required	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Exhibit Form.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐ Required	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☐ Required	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest _____ IS _____ O for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐ Required	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐ Required	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

45. **INVOICES AND PAYMENTS**

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

46. **IRREVOCABILITY OF RESPONSES**

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

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

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

48. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

49. **LICENSES, PERMITS AND TAXES**

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

50. **LITERATURE (if applicable)**

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

51. **NON-DISCRIMINATION**

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

52. **NON-EXCLUSIVITY OF CONTRACT**

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

53. NON-PERFORMANCE

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

54. NOTICE TO CONTRACTOR

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

55. OPTIONAL CONTRACT USAGE

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

56. PRE-STATEMENT CONFERENCE

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

57. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

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

58. PROPRIETY INFORMATION

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

59. PROTECTION

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

60. PUBLIC ENTITY CRIMES

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

61. **PUBLIC RECORDS COMPLIANCE**

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

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

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

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

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

63. **QUESTIONS, INTERPRETATIONS**

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

64. **RECORDS/AUDIT**

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

under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

65. REQUEST FOR ADDITIONAL INFORMATION

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

66. REVIEW OF RESPONSES/SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Response is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Response non-responsive.

67. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (N/A for ITBs)

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

68. RIGHT OF WITHDRAWAL

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

69. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

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

70. RULES, REGULATIONS AND LICENSING REQUIREMENT

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

71. SEPARATION AND DISTRIBUTION

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

72. SEVERABILITY

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

73. SIGNATURE REQUIRED

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

74. SIGNED RESPONSE CONSIDERED AN OFFER

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

75. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail

shall be addressed to: Michael Hall, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 P.M. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Proposer and will not be opened. Proposals (Envelope/Package) shall contain one (1) original, three (3) copies and one (1) digital (USB flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, proposal number and name of the Proposer.

76. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Proposer shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

77. SUBCONTRACTING

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

78. TAXES

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

79. TERMINATION

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

80. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

81. USE OF SOLICITATION FORMS

The Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If

additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Proposer's Acknowledgement Form contained in each Solicitation.

82. VARIANCES

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

83. WAIVER OF IRREGULARITIES

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

[End of General Terms and Conditions - Remainder of this page left intentionally blank]

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Statements of Qualifications offered in this RFSQ must remain firm for a period of ninety (90) Days from the RFSQ opening date.

AWARD

It is the intent of the City to recommend an award for the services outlined in this RFSQ to up to three (3) responsive and responsible professional architectural firms.

CONTRACT TERM

The term of the contract shall be for an initial three (3) years, with two (2) one (1) year renewal options.

COMPETITIVE NEGOTIATIONS

Approval of the recommendation to award by the City of Port Orange will constitute authorization to negotiate with the top-ranked firms. The statement package, signed by the successful proposer, along with documentation included in the statement as required by this RFSQ and other additional materials submitted by the proposer, and accepted by the City, shall be the basis for negotiation of a contract. The City shall negotiate a contract with the top ranked firms for professional services at compensation which the City determines is fair, competitive, and reasonable. The firms receiving the award shall be required to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. During contract negotiations, the City will negotiate fee schedules with the goal of establishing standardized rates.

ELIGIBILITY OF PROPOSER

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

Proposers shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as “Active”.

The preferred firms will have a current Professional Registration Certificate from the appropriate governing board. The firms must be properly registered at the time of submittal to practice their profession in the State of Florida. Provide professional certifications of staff such as Professional Architect and other relevant professional titles/accomplishments related to the proposed project as outlined in Section 7 of this RFSQ.

NOTICE

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

LICENSES AND PERMITS

Contractor is responsible for all applicable local and state licenses, permits and fees.

[Remainder of this page left intentionally blank]

SECTION 7 – STATEMENTS OF QUALIFICATIONS SUBMITTAL & REQUIREMENTS

Statements of Qualifications shall include all the information solicited in this RFSQ, and any additional data that the respondent deems pertinent to the understanding and evaluation of the Statement. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration.

Submittal of a Statement of Qualifications shall constitute the Proposer's agreement and intent to follow and adhere to all statements and offerings contained within this RFSQ.

The sections of the submitted Statements that will be scored during the evaluation process are identified with the maximum attainable points. Additional areas used for awarding evaluation points are addressed in "*Section 8 – Evaluation of Statements of Qualifications.*"

In conjunction with other material and information requested in the RFSQ, all Proposers responding to this solicitation shall provide one (1) original, three (3) identical copies and one (1) identical digital version in .pdf format on USB flash/thumb drive. **The digital version must be an identical copy of the fully signed original submission.** All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

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

STATEMENT OF INTEREST

The responding firm will provide a letter, on letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFSQ number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity.

TAB A

COMPANY PROFILE – HISTORY, PROFESSIONAL TECHNICAL QUALIFICATIONS, & PRIMARY AREA OF PROFESSIONAL FOCUS (20 Evaluation Points)

- Provide a brief narrative, not exceeding two (2) pages, of the corporate history of the firm. The narrative shall include the location of the Home or Corporate Office for the Firm and the location of the Office(s) that will be directly working on the project for the Firm.
- Demonstrate firm's technical ability, capability and skill to perform the professional service within the category service disciplines requested in Scope of Work, not exceeding ten (10) pages total.
 - This section should include the firm's qualifications and capacity to meet the needs of the City of Port Orange. This may take the form of a narrative or chart and may include pictures or graphics which describes the firm's qualifications, work philosophy, as well as the projected commitment of resources throughout the expected time frame for the project.
 - What ability does the firm have to sustain the potential loss of key personnel and still adequately meet the terms of the contract?
 - Include a list, table, or graphic along with a short narrative explanation depicting services, disciplines or practice areas in which the firm has exceptional expertise.
- Projects and Experience – Demonstrate experience to perform professional continuous service projects or services and provide examples of past performance delivering quality projects or service with innovative or cost saving solutions.

TAB B

CREDENTIALS, QUALIFICATIONS, PROFESSIONAL LICENSE, CERTIFICATIONS, ACCOMPLISHMENTS & YEARS OF EXPERIENCE OF THE FIRM'S KEY PERSONNEL AS PRESENTED BY RESUMES, EDUCATION, AND TRAINING ON SIMILAR PROJECTS (30 Evaluation Points)

- Provide a description, not exceeding five (5) pages, of the proposed project team. This description should provide the following:
 - Names;
 - Titles;
 - Organization structure for the proposed project team;
 - Clearly identify the proposed role and responsibility in the project team for each member.
- **For each person named**, provide a brief description of qualifications, not exceeding a total of ten (10) pages. The descriptions shall include at a minimum:
 - The professional qualifications and experience for each person;
 - A summary of experience on projects like those described in this RFSQ and
 - Resumes of the proposed personnel to be assigned to this project (to include years of experience and years with the company).
- Provide a copy of license to do business in the State of Florida or Sunbiz report showing your company registered as "Active."
- Provide a copy of any and all professional licenses and certifications as required to perform the services described herein.

TAB C

OVERALL PROJECT APPROACH TO SUPPORT THE NEEDS & OBJECTIVES OF PROJECTS (20 Evaluation Points)

- Provide example(s) of innovative solutions in which your firm's involvement on a specific project resulted in cost savings or better solutions.
- Explain in concept how your firm delivers projects on time and within budget.
- Explain your firm's approach to projects, detailing areas that you feel provide the greatest benefit to your clients.

TAB D

FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (10 Evaluation Points)

- All Proposers shall submit a financial statement, preferably a certified audit of the last available fiscal year. A third party prepared financial statement **and** the latest Dunn & Bradstreet report will be accepted in lieu thereof. Enclose the financial statement in a separate envelope marked "CONFIDENTIAL pursuant to Florida Statutes Section 119.071(1)(c)".
- This Tab shall contain information on the nature and magnitude of any litigation or proceeding whereby, during the past five (5) years, a court or any administrative agency has ruled against the firm in any matter related to the professional activities of the firm.
- This shall include any class actions within your company where named, industry investigations by Attorneys General, in addition to individual cases.
- This Tab shall contain information on the nature and magnitude of any debarment or proceeding during the past five (5) years against the firm in any matter related to the professional activities of the firm.
- This shall include any debarment actions against your company by the City or other public entity.
- Respondent must indicate whether any contract awarded by another government agency has been terminated for default or convenience.
- Respondent has a continuing duty to inform the City of any new claims filed against the Respondent.

TAB E

DOCUMENTED PROJECTS (WITH AT LEAST 3 REFERENCES) WHICH DEMONSTRATE PROFICIENCY AND EXPERIENCE IN PROJECTS OF A SIMILAR NATURE IN SCOPE AND COMPLEXITY TO THE PROPOSED PROJECTS (20 Evaluation Points)

- Provide a minimum of three (3) Client References (**DO NOT INCLUDE THE CITY OF PORT ORANGE AS A REFERENCE**) within the last five (5) years for the category service disciplines described in Scope of Services of this RFSQ for which the firm performs. Information should include:
 1. Company name;
 2. Name, title, address, email, and telephone number of prime contact;
 3. Year of the project completion; and
 4. Total cost of contract;

The information provided under this tab must be current and the City must be able to contact each reference for verification as part of the evaluation process.

- All reference contact information **MUST** be verified as current by the Proposer prior to submittal. **If references cannot be verified using the provided contact information, proposer's points for this criteria will be adversely affected.**
- Below is a sample of the verification questions that may be used:
 1. What type of services did the Firm do for you? What was the scope of the project?
 2. Did they meet the terms of the contract?
 3. Was the project completed on time and within budget?
 4. Did the Firm keep you apprised on any issues with the project? How well did the Firm communicate with you?
 5. Did they respond in a timely manner to calls, requests, etc.?
 6. Did they provide adequate staff to take care of the needs of your company/agency?
 7. Did the Firm manage sub-consultants and/or sub-contractors?
 8. How was your experience in working with this Firm? What frustrations, if any, did you have along the way?
 9. What is your level of confidence in using this Firm in the future? Do you feel the Firm will meet your needs in the next 3-5 years?
 10. Overall, would you recommend this Firm?

[Remainder of this page left intentionally blank]

SECTION 8 – EVALUATION OF STATEMENTS OF QUALIFICATIONS

EVALUATION CRITERIA

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

EVALUATION CRITERIA for WRITTEN STATEMENTS of QUALIFICATIONS

CATEGORY SCORE

A. COMPANY PROFILE HISTORY, PROFESSIONAL TECHNICAL QUALIFICATIONS, & PRIMARY AREA OF PROFESSIONAL FOCUS: (Max 20 points)

(1) Company History – Size, Location(s), and Primary area of Professional Focus (10 points)

- 8-10 points – More than 7 years of technical qualifications in the primary area of professional focus and capable of meeting the City's needs
- 4-7 points – 4 to 6 years of technical qualifications in the primary area of professional focus and capable of meeting the City's needs
- 1-3 points – 1 to 3 years technical qualifications in the primary area of professional focus and capable of meeting the City's needs
- 0 points – No prior related experience or all required information not provided

(2) Demonstration of firm's technical ability, capability and skill to perform projects (10 points)

- 8-10 points – Demonstrated full ability, capability, and skill to perform projects
- 4-7 points – Demonstrated two out of three for ability, capability, and skill
- 1-3 points – Demonstrated one out of three for ability, capability, and skill
- 0 points – Did not adequately demonstrate ability, capability, or skill

B. CREDENTIALS, QUALIFICATIONS, PROFESSIONAL LICENSES, CERTIFICATIONS, RESUMES, ACCOMPLISHMENTS AND YEARS' EXPERIENCE of KEY PERSONNEL (Max 30 points)

(1) Credentials, Qualifications, Accomplishments and Years of Experience of the firm's key personnel as presented by Resumes, Education, and Training Certifications (15 points)

- 12-15 points – More than 5 years of related experience
- 8-11 points – 3 to 4 years of related experience
- 4-7 points – 1 to 2 years related experience
- 0-3 points – No prior related experience

(2) Experience of the firm's key personnel with providing Public Facilities Design and similar projects (15 points)

- 12-15 points – Most or all key personnel have more than 5 years of experience providing Public Facilities Designs
- 8-11 points – Most or all key personnel have 3 to 4 years of experience providing Public Facilities Designs
- 4-7 points – Most or all key personnel have 1 to 2 years of experience providing Public Facilities Designs
- 0-3 points – Most or all key personnel have No prior experience providing Public Facilities Designs

C. STRENGTH of OVERALL PROJECT APPROACH (Max 20 points)

- 15-20 points – Innovative solutions and project approach is exceptionally detailed, well organized, and shows project milestones and staff assignments and clearly demonstrates capacity to carry out a project within set deadlines
- 11-14 points – Innovative solutions and project approach is generally organized and shows a capacity to carry out tasks but lacks enough detail
- 6-10 points – Innovative solutions and project approach is addressed but poorly organized

- 0-5 points – Innovative solutions and project approach is not addressed or is difficult to understand and not organized

D. FINANCIAL STABILITY/LITIGATION and DEBARMENT HISTORY (Max 10 points)

(1) Sufficiency of the Financial Resources and Ability of the Firm to Perform the Contract or Provide the Services.....(5 points)

- 5 points – Current Ratio is strong
- 3-4 points – Current Ratio is moderate
- 1-2 points – Current Ratio is slight risk
- 0 points – Current Ratio is risky

(2) Litigation and Debarment History.....(5 points)

- 5 points – No Litigation nor Debarment history in last 5 years
- 3-4 points – Litigation and/or Debarment history in last 5 years, no actions taken against firm
- 1-2 points – Litigation and/or Debarment history in last 5 years, action was taken against firm, no current active litigation and/or debarment actions
- 0 points – Current active Litigation action and/or Debarment action in current year

E. REFERENCES (Max 20 points)

(1) Documented projects (with at least 3 references) which demonstrate proficiency and experience in projects of a similar nature in scope and complexity to the proposed projects.....(10 points)

(2) References were able to be contacted and verified (10 points)

Total Maximum Points (100 points)

RFSQ SCHEDULE

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

EVALUATION PROCEDURE

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

All Statements of Qualifications will be subject to a review and evaluation process pursuant to and in compliance with the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes. It is the intent of the City that all Firms responding to this RFSQ, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Statements received in its evaluation and award process. The committee may choose to conduct an oral interview with each finalist.

The City's evaluation criteria will include consideration of, but will not be limited to the following:

1. Responsiveness of the Statement related to the Scope of Services
2. The ability, capability and skill of the Proposer to perform the contract, including the range of services offered
3. Whether the provider can perform the contract within the time specified without delay or interference
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required
5. The character, integrity, reputation, judgment, experience and efficiency of the Proposer
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill
7. The quality of performance of previous contracts
8. The number and scope of conditions attached to the Statement
9. Responsiveness of client references
10. Such other information as may be secured

FORMAL ORAL PRESENTATIONS/INTERVIEWS (If Required)

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

The City's Purchasing Division will establish the schedule and Proposers will be notified via www.demandstar.com and the City's webpage, <https://www.port-orange.org/bids.aspx>, at least five (5) calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

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

FINAL RANKING AND RECOMMENDATION FOR AWARD

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

EVALUATION CRITERIA for ORAL PRESENTATIONS**CATEGORY SCORE**

(1) Understanding of Scope of Services	(20 points)
(2) Quality of Innovative Solutions and Project Approach.....	(20 points)
(3) Company Profile – Size, Location(s), and Primary area of Professional Focus	(10 points)
(4) Credentials, Qualifications and Years’ Experience of Key Personnel as presented by Resumes, Education, and Training.....	(20 points)
(5) Experience Designated Project Staff have in providing Similar Projects.	(20 points)
(6) Number of Professional Staff, Education, and Years of Experience in Public Facilities Design including Support Staff such as GIS Specialists, Surveyors, CADD Techs, Construction Inspectors (CEI).....	(10 points)
Total Maximum Points	(100 points)

The Evaluation Committee’s final ranking will be provided to the Purchasing Agent to present to the Public. The City’s Purchasing Agent will provide a Notice of Intent to Award. The Notice of Intent to Award will be posted on www.demandstar.com and <https://www.port-orange.org/bids.aspx>. The City project manager will create an agenda item recommending award to the City Council. City Council’s decision will be final.

[Remainder of this page left intentionally blank]

SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- _____ Form 9.2 – Proposer’s Acknowledgement
- _____ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 9.4 – Drug Free Preference Statement
- _____ Form 9.5 – Public Entity Crimes Statement
- _____ Form 9.6 – Anti-Collusion Form
- _____ Form 9.7 – Statement of Qualifications
- _____ Form 9.8 – Professional References for Previous Experience
- _____ Form 9.9 – Authorized Signatures/Negotiators
- _____ Form 9.10 – Certification Regarding Debarment
- _____ Form 9.11 – E-Verify Affidavit
- _____ Form 9.12 – Non-Disclosure Agreement for Confidential Materials
- _____ Exhibit A – Description of Confidential Material
- _____ Form 9.13 – No Submittal Response Form
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL”, three (3) identical copies and one (1) digital identical (USB flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

Date

This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

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

I hereby propose to furnish the goods or services specified in the Request for Statement of Qualifications at the prices or rates as finally negotiated. I agree that my Proposal will remain firm for a period of up to ninety (90) days in order to allow the City of Port Orange adequate time to evaluate the proposed Proposal. Furthermore, I agree to propose by all conditions of the Request for Statement of Qualifications.

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

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

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

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

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

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

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER/FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

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

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 9.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Statement of Qualifications (RFSQ), Instructions to Proposers, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Statement of Qualifications.

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

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

(NAME)

(TITLE)

_____, and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

STATE OF _____
COUNTY OF _____

Name of Business

By: _____
Printed Name: _____
Title: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

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

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

This document must be completed and returned with your Submittal

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____ COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by _____, as _____ of _____ and who: [Notary: Please select one] is personally known to me; or has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N. NUMBER: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Port Orange.

This document must be completed and returned with your Submittal

FORM 9.7 – STATEMENT OF BIDDER’S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true, and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent.

- A. Name of Bidder: _____
- B. Permanent main office address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General character of work performed by your company: _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- L. Experience in work similar to this type of project: _____
- M. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- N. Credit currently available: \$ _____
- O. Give bank name, contact name and phone number: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES ☐ NO ☐

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____,
by _____ and who:

[Notary: Please select one]

☐ Is personally known to me; or

☐ Has produced _____ as identification.

Notary Public, State of: _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The proposer confirms that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The proposer confirms that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The City reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided services equal or similar to those required under the City’s contract and as outlined in this statement package. A minimum of three (3) projects shall be listed below in order to submit to this RFSQ.

	Contact Name	Phone	Current Client? Y or N	Number of years of service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal

FORM 9.9 – AUTHORIZED SIGNATURES/NEGOTIATORS

The proposer represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the proposer will be duly bound:

<u>Name</u>	<u>Title</u>	<u>Phone #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Authorized Signature)

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 9.10 – CERTIFICATION REGARDING DEBARMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal



CITY OF PORT ORANGE CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned, hereby certify that _____ [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

Further, I certify all employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system. I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

(Print or Type Name, Title)

(Signature of Affiant)

(Federal Employer ID Number – FEIN)

(E-Verify Number)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ as _____ of _____ on behalf of the company. He/she is personally known to me or has produced _____ (TYPE OF ID) as identification.

Notary Public, State of Florida at Large
Printed, typed or stamped name, commission and expiration of commission term

This document must be completed and returned with your Submittal

FORM 9.12 – NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL MATERIALS

**NON-DISCLOSURE AGREEMENT
For
CONFIDENTIAL MATERIALS**

Reference # _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED IN THE SUBMITTAL. PLEASE READ THE SECTION IN THE BID DOCUMENT TO DETERMINE IF THIS APPLIES.

Respondent: _____

Address: _____

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above named Respondent (hereinafter the "Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - (a) Information already known or independently developed by the City;
 - (b) Information in the public domain through no wrongful act of the City;
 - (c) Information received by the City from a third party who was legally free to disclose it;
 - (d) Information disclosed by the Respondent to a third party without restriction on disclosure;
 - (e) Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - (f) Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.

4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.

5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.

6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.

8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.

9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.

12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, Florida

Respondent

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: Purchasing Manager

TITLE: _____

DATE: _____

DATE: _____

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT A

DESCRIPTION OF CONFIDENTIAL MATERIAL

FORM 9.13 - NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

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

purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFSQ #22-03 Professional Architectural Services

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Please check reason for a "no response".

☐ Specifications "too tight" or geared toward one brand or manufacturer (please explain below)

☐ Insufficient time to respond

☐ Specifications unclear (please explain below)

☐ We do not offer this product/service or an equivalent

☐ Our product schedule does not permit us to perform within stated timeline for the project

☐ Unable to meet specifications

☐ Unable to meet bond requirements

☐ Unable to hold prices firm throughout the term of the contract period

☐ Unable to meet insurance requirements

☐ Other: _____

Print Name: _____

Signature: _____

Date: _____

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

By: _____

Name: _____

CONTRACTOR:

Company: _____

By: _____

Name/Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CITY OF PORT ORANGE MASTER CONTRACT FOR ARCHITECTURAL SERVICES

This Master Contract for Architectural Services ("Contract") is entered into this ____ day of _____, 2022, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and [REDACTED] ("Architect"), a [REDACTED] corporation whose principal address is [REDACTED]. The City and Architect are collectively referred to herein as the "Parties."

1. Provision of Services

(a) The Architect hereby agrees to provide the following services to the City of Port Orange:

(i) Professional continuous architectural design and consulting services to provide various renovation, restoration, construction and general consulting projects, and may include preparation of design and specifications, conducting and/or attending preconstruction meetings, review of shop drawings, record drawing review, cost estimating, and additional architectural services as required during the course of construction, in accordance with Consultants Competitive Negotiation Act, and as more specifically described in City of Port Orange Request for Statements of Qualifications No. 22-03 ("RFSQ 22-03") This Contract together with RFSQ 22-03, and Architect's Proposal, all of which may be referred to as the "Master Contract" and/or "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, Section 3 Scope of Services and Requirements, and the Architect's Hourly Rate Proposal as submitted by the Architect in Architect's Response; are attached hereto as Exhibit "1." A complete copy of RFSQ 22-03 is available in the Office of the City Clerk. Architect represents that they are familiar with the documents that make up the Contract, as referenced herein above.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for a period of three (3) years (the "Initial Term").

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

Manner and Place: The Architect shall perform the services as outlined in each project assignment, in accordance with the Master Contract for Architectural Services as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Architect shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

Time and Essence: Architect acknowledges that time is of the essence in the completion of the services contemplated by this contract, and shall complete all services within the timeline specified by this contract, and shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. Authorization for Services. This Contract standing alone does not authorize the performance of any work or services to be provided by the Architect or require the City to place any orders for work or service. Authorization for performance of services by the Architect under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Architect. A sample Task Authorization is attached hereto as Exhibit "2." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other Parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. City Obligations. The City reserves the right to utilize lump sum or hourly rate compensation, at the hourly rate compensation as set forth in Exhibit "1." Rates may be adjusted on the anniversary of the effective date of this Contract, upon mutual written agreement of the Parties. The City's obligation to pay Architect under this Contract is limited to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Architect shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Architect shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Architect's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Architect and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Architect. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. Contract Administration. The Purchasing Manager, Jill Poolman ("Master Contract Administrator"), shall perform contract administration of this Master Contract. The Department Head requesting the Task Authorization under this Master Contract ("Contract Administrator"), shall perform the Contract Administration for their respective Task Authorization for services. For notice provisions, see the paragraph entitled "Notice." The work shall be under the direction of the authorized Contract Administrator for the Task Authorization, who shall have final decision authority for all phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Architect shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Architect's negligent performance of the services furnished under this Contract.

5. Statement of Architectural Services. The Architect shall:

- (a) Provide all certifications ("Architect of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;
- (b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval.

- (c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications.
- (d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);
- (e) Furnish all other Architectural services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments to this Contract:
 - (i) Site Visits/Special Permits. The Architect shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations (except the construction permits) and other data upon which to develop the design and preliminary sketches showing the contemplated project.
 - (ii) Preliminary Sketches and Opinion of Probable Construction Costs. The preliminary sketches shall include plans, elevations and sections development in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.
 - (iii) Working Drawings and Specifications. After the preliminary sketches and opinion of probable construction costs have been approved, the Architect shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Architect shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.
 - (iv) Original Drawings - Final Plans. Upon approval of final plans the Architect shall deliver to the City one set of original drawings in such medium and on such materials as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City the Architect shall deliver to the City one set of original drawings as they exist at the time of termination. Such plans as are delivered shall become and remain the property of the City.
 - (v) Revision of Final Drawings and Specifications. The Architect shall, without additional fee, correct and revise the drawings, specifications, or other materials

furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Architect is responsible.

- (vi) Bidding. The Architect shall perform all necessary Architectural services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator.

6. Responsibility of the Architect. The Architect shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications and other work or materials furnished by the Architect under this Contract. The Architect shall without additional cost or fee to the City, correct or revise any errors or deficiencies in his performance.

7. Reuse of Documents. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other Architect's work produced in the performance of this Contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including drawings and specifications prepared by the Architect pursuant to this Contract are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by the City or others for any other project. Reuse for another project without written verification or adaption by Architect for the specific purpose intended will be at the City's risk. Any such verification or adaption will entitle Architect to further compensation at rates to be agreed upon by the City and Architect. A reproducible set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Architect.

8. Expert Witness. The Architect shall serve as an expert witness for the City in any legal proceedings regarding this Project if the City so requests. The expert witness fee for Architect shall be negotiated at the time the Architect is called as an expert.

9. Modifications to Scope of Work/Change Orders.

- (a) Change Orders. The Contract Administrator, upon written approval as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price of the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.
- (b) If any change under this clause causes an increase or decrease in Architect's cost of, or time required for performance of the work hereunder, Architect shall receive an equitable adjustment and the Contract shall be modified in writing accordingly. Any change shall include all costs and damages related to or incidental to such change.
- (c) Any claim by the Architect for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Architect of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the Contract. The Architect shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Architect shall not be entitled to payment for a charge for any extra work or material.

10. Subcontractors and Outside Associates and Consultants. Any subcontractors and outside associates or consultants required by the Architect in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified and approved in writing by the Contract Administrator. Any

substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination.

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Architect of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Architect shall:

- (i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.
- (ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.
- (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.
- (iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Architect under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (v) Settle all outstanding liabilities and claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause.
- (vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.
 - a. The fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and
 - b. The completed or partially completed plans, drawings, information, and other property which, if the Contract has been completed, would have been required to be furnished by the City.
- (vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Architect shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Architect made in writing such thirty (30) days period or authorized extension thereof. Upon failure of the Architect to submit his termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to him,

the amount, if any, due to the Architect by reason of the termination and shall thereupon pay to the Architect the amount so determined.

(d) Subject to the provisions of Paragraph 11(c), the Architect and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Architect by reason of the total or partial termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the total Contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated. The Contract shall be amended accordingly and the Architect shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Architect, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Architect and the Contract Administrator to agree as provided in Paragraph 11(d), upon the whole amount to be paid to the Architect by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Architect the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon as follows:

- (i) For completed work and services accepted by the City, the price or prices specified in the Contract for such work, less any payments previously made.:
- (ii) The total of:
 - a. The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributed to the work and services paid or to be paid for under Paragraph 11(e)(i) hereof:
 - b. The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11(b)(v) above, which are properly chargeable to the terminated portion of the Contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11(a) above; and
 - c. A sum, as profit on Paragraph 11(a) above, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.
- (iii) In the event the Contract is terminated because of Architect's default, the City may take over the work and services and complete the same by Contract or otherwise, and the Architect shall be liable to the City for any increased cost of the project.

12. Examination of Records

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

(b) The Architect further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Architect involved in

transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

14. Termination for Non-Appropriation of Funds.

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

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

15. Insurance Architect shall maintain insurance, as required herein, during the life of this Contract. Architect shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Architect shall be primary and non-contributory. All insurance coverages of the Architect shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Architect's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Architect may use leased employees if the Architect ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access

the jobsite. Any Architect using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Architect shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Architect shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any Architect using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	<table><tr><td><u>Contract Amount</u></td><td><u>Limits</u></td></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td colspan="2">Contracts over \$20 million To Be Determined by the City.</td></tr></table>	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million To Be Determined by the City.		☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million To Be Determined by the City.											

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Architect shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Body Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Architect Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods under \$25,000.00.		

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

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

18. Liability for Loss or Damage. Contractor shall be liable for any loss of, or damage to, City property to the extent caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

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

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

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

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

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

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

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

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

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

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

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

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

Copy to: City of Port Orange
Attention: Jill Poolman, Purchasing Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5718

Contractor: _____
Attention: _____

() - - Telephone
@ .com

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

27. Truth-in-Negotiations

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification

shall also constitute an affirmation that Architect has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization.

28. Waiver of Breach and Materiality Failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of the terms of this Contract.

29. Contract Construction

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

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

[Remainder of this page intentionally left blank]

Witnesses:

[Redacted]

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

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

Printed Name: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by [Redacted], as [Redacted] of [Redacted], a [Redacted]. He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

:

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

[CA 7788]

TASK AUTHORIZATION NO. _____
Master Contract for Architectural Services dated _____
Between the City of Port Orange, Florida and _____

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and _____, a _____ corporation with its principal place of business at _____ ("Architect"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Architectural Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.
2. In addition to all other terms and conditions contained in the Contract, Architect shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "1."
3. Architect shall complete the services to be provided herein within ____ days of the date of written notice by the City to the Architect.
4. In return for the services identified above, the City agrees to compensate Architect at the prices set forth in Exhibit "1" attached hereto and made a part hereof, subject to a limit not to exceed \$_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. Truth-in-Negotiations
 - (a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Architect shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract or Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Architect and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Architect shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.
 - (b) Architect's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Architect has

disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses: _____

Printed Name: _____ By: _____

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager **OR** Donald Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____



End of Solicitation Documents



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (C9) Resolution No. 22-14 - Approval of Mid-Year Budget Amendments for Fiscal Year 2021-2022

DEPARTMENT: Finance

GOAL: Goal 5 - Financial Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 22-14.

SUMMARY: This is the second quarter of the Fiscal year budget review. The City Manager and staff performed a review of the revenue and expenditure figures at mid-year to compare the current amounts with the amount budgeted. In addition, a review of departmental operating needs was performed to see if adjustments were needed. Staff request the Council amend the Fiscal Year 2021-2022 budget by revising the budget in total pursuant to itemization contained in Exhibit "A" of the Resolution.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Budget Resolution No. 22-14 with Exhibit	Budget Resolution No. 22-14 with Exhibit.pdf
----	--	--

John McKinney	Created/Initiated - 4/26/2022
John McKinney	Approved - 4/29/2022
Matthew Jones	Approved - 5/4/2022
Wayne Clark	Approved - 5/6/2022
Robin Fenwick	Final Approval - 5/6/2022

RESOLUTION NO. 22-14

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, PERTAINING TO BUDGET ADJUSTMENTS FOR FISCAL YEAR 2021-22; PROVIDING FOR APPROVAL OF 2021-2022 BUDGET ADJUSTMENTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 22, 2021, the City of Port Orange, adopted Resolutions 21-46, 21-47, 21-49, and 21-51, approving the City's total operating and capital budgets for Fiscal Year 2021-22; and

WHEREAS, the City of Port Orange adopted Resolutions 21-58 and 21-60, on October 19, 2021; Resolution 21-61, on November 2, 2021; Resolution 21-65, on November 16, 2021; and Resolution 21-68 and 21-69, on December 7, 2021; Resolution 22-1 on January 18, 2022; Resolution 22-6 and 22-7 on February 15, 2022, each amending the total operating budget for Fiscal Year 2020-21; and

WHEREAS, in order to recognize unanticipated revenues and expenditures, it is necessary to make adjustments to the City's 2021-22 operating budget.

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

Section 1. The 2021-2022 Budget Adjustments to the City's 2021-22 Operating Budget are hereby approved and adjusted as set forth in **Exhibit "A"** attached hereto. As applicable, the transfer of funds may be made from any legally acceptable source.

Section 2. The budget items adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2021 through September 30, 2022.

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

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 5. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin Fenwick, MMC, City Clerk

Adopted on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



Exhibit "A"

AMENDED BUDGET FISCAL YEAR 2021 - 2022

Fund	Description	Resolution 21-46; 21-47; 21-49; 21-51	Resolution 21-58	Resolution 21-60	Resolution 21-61	Resolution 21-65	Resolution 21-68	Resolution 21-69	Resolution 22-1	Resolution 22-6	Resolution 22-7	Resolution 22-14	Amended Budget
001	General	45,196,872				(190,427)			922,699		(90,712)	3,951,346	49,789,778
019	Federal Disaster Funds											9,981,987	9,981,987
102	Tax Increment - Eastport	250,171											250,171
103	Tax Increment - Town Center	493,633											493,633
106	Recreational Facilities	59,500								37,824	1,212		98,536
109	Building Special Revenue	2,563,529				70,000			1,319,858		110,000		4,063,387
110	CDBG Special Revenue	398,763							470,170		100		869,033
199	Grant Special Revenue	5,087,136					20,041	13,486	1,196,055			(5,000,000)	1,316,718
214	Debt Srvc GO	903,269											903,269
217	Debt Srvc Eastport Tax Note	235,101											235,101
218	Debt Srvc Town Center Bonds	402,069											402,069
220	Debt Srvc Bonds	1,153,675											1,153,675
301	Capital Projects	1,747,083							2,235,535			100,650	4,083,268
306	Transp Cap Projects	150,250											150,250
311	Fire Impact Fee	222,782		80,000					369,833				672,615
312	Transp Impact Fee	740,150							440,630		30,001		1,210,781
317	General Cap Rplcmnt	1,500,500							5,026,536			1,343,540	7,870,576
401	Water / Sewer	33,872,093	55,000		40,000	(5,000)			4,536,693			2,151,327	40,650,113
403	W / S R&R	7,178,576							10,642,463		160,678		17,981,717
405	W / S Impact Fee	412,000							5,036,988		845,807	100,000	6,394,795
410	Solid Waste	8,549,436				500							8,549,936
412	Drainage	5,244,458				102,691			4,714,865		46,800		10,108,814
414	Drainage Bond Sinking	702,504											702,504
416	Wetland Mitigation	94,942				500							95,442
417	Water/Sewer Bond Debt Srvc	4,173,388											4,173,388
418	SRF Debt Service	1,698,982											1,698,982
420	Forestry	423,382				4,500			69,356				497,238
450	Golf Course Operating	1,552,873				(1,618)			20,781				1,572,036
501	Information Technology	2,691,004				(3,000)			35,883				2,723,887
503	Vehicle Maintenance	1,210,833				3,000							1,213,833
504	Risk Management	1,958,597				2,000			702,336		(665,464)		1,997,469
505	Lease & Replacement	2,092,760							1,333,207			561,345	3,987,312
506	Building Maint	3,299,551				(5,000)			216,774				3,511,325
508	Loan Pool	294,885				(1,618)							293,267
606	Police Benefit Trust	4,900											4,900
607	Police Forfeiture	67,000									234,642		301,642
611	Recreation Impact Fee	17,700							1,917,823			22,540	1,958,063
615	Police Education Trust	7,000											7,000
621	Recreation Scholarship	27,300											27,300
625	Federal Police Forfeiture	50,000											50,000
Grand Total:		136,728,647	55,000	80,000	40,000	(23,472)	20,041	13,486	41,208,485	37,824	673,064	13,212,735	192,045,810

Exhibit "A" DETAIL FOR RES. 2022-14

STAFF RECOMMENDED ADJUSTMENTS

FUND	ACCOUNT DESCRIPTION	PROPOSED ADJUSTMENT	Description
GENERAL FUND - 001			
	TRANSFER IN FROM FUND 019	778,302	ONE TIME PAYMENTS TO PUBLIC SAFETY
	FIRE - CHARGES FOR SERVICE - TRANSPORT REVENUE	125,000	FIRE TRANSPORTS ARE EXCEEDING INITIAL TRENDS
	PRIOR YEAR FUND BALANCE	5,000	TREE MITIGATION
	PRIOR YEAR FUND BALANCE	26,100	COST ALLOCATION STUDY (ZMI202)
	PRIOR YEAR FUND BALANCE	3,000	TO COVER ARPA REQUIRED REPORTING COST WITH JMCO
	PRIOR YEAR FUND BALANCE	22,244	EQUIPMENT NON CAPITAL (ZMI203)
	PRIOR YEAR FUND BALANCE	200,000	GROUNDS MAINTENANCE
	PRIOR YEAR FUND BALANCE	130,000	OTHER PROFESSIONAL SERVICES (ZMI201)
	PRIOR YEAR FUND BALANCE	142,000	BUILDING IMPROVEMENTS - INTERIOR REMODEL (OMI201) TO FUND 317
	PRIOR YEAR FUND BALANCE	327,700	BUILDING IMPROVEMENT INTERIOR RENOVATION (OBM200) TO FUND 317
	PRIOR YEAR FUND BALANCE	40,000	CITY HALL TUNNEL - ACRYLIC PANEL REPLACEMENTS (ORE200);
	PRIOR YEAR FUND BALANCE	50,000	FACILITIES AND IMPROVEMENTS OTHER BUILDINGS (ORE200) TO FUND 317
	PRIOR YEAR FUND BALANCE	13,000	STREET STRIPING (IMI002)
	PRIOR YEAR FUND BALANCE	1,089,000	PARKS OFFICE BUILDING
	PRIOR YEAR FUND BALANCE	1,000,000	POLICE DEPARTMENT GENERATOR REPLACEMENT
	REVENUES	3,951,346	
	COMMUNITY DEVELOPMENT - OTHER SUPPLIES AND EXPENSES	5,000	TREE MITIGATION
	FINANCE - CONTRACTUAL SERVICES	26,100	COST ALLOCATION STUDY (ZMI202)
	FINANCE - CONTRACTUAL SERVICES	3,000	TO COVER ARPA REQUIRED REPORTING COST WITH JMCO
	POLICE - PERSONNEL	282,500	ONE TIME PAYMENTS TO PUBLIC SAFETY - ARPA FUNDED
	FIRE - PERSONNEL	495,802	ONE TIME PAYMENTS TO PUBLIC SAFETY - ARPA FUNDED
	FIRE - PERSONNEL	125,000	INCREASED OVERTIME COST DUE TO INCREASED DEMANDS AND LIGHT DUTY PERSONNEL
	FIRE - OTHER SUPPLIES AND EXPENSES	22,244	EQUIPMENT NON CAPITAL (ZMI203)
	NON-DEPARTMENTAL - CAPITAL OUTLAY	327,700	FIRE STATION 74 CEILING AND HVAC REPLACEMENT
	PUBLIC WORKS - CONTRACTUAL SERVICES	200,000	GROUNDS MAINTENANCE
	COMMUNITY DEVELOPMENT - CONTRACTUAL SERVICES	130,000	COMPREHENSIVE PLAN UPDATE 2021 (ZMI201)
	PUBLIC WORKS - MAINTENANCE AND REPAIRS	13,000	STREET STRIPING (IMI002)
	NON-DEPARTMENTAL - CAPITAL OUTLAY	1,000,000	POLICE DEPARTMENT GENERATOR REPLACEMENT (OBM014)
	NON-DEPARTMENTAL - TRANSFER TO FUND 317	1,089,000	PARKS OFFICE BUILDING
	NON-DEPARTMENTAL - TRANSFER TO FUND 317	40,000	CITY HALL TUNNEL - ACRYLIC PANEL REPLACEMENTS (ORE200);
	BUILDING MAINTENANCE - CAPITAL OUTLAY	142,000	BUILDING IMPROVEMENTS - INTERIOR REMODEL (OMI201) TO FUND 317
	BUILDING MAINTENANCE - CAPITAL OUTLAY	50,000	FACILITIES AND IMPROVEMENTS OTHER BUILDINGS (ORE200) TO FUND 317
	EXPENDITURES	3,951,346	
GENERAL FUND - 001			
FEDERAL DISASTER FUNDING - 019			
	NON-DEPARTMENTAL - ARPA FUNDING	9,981,987	AMERICAN RESCUE PLANT ACT FUNDING FROM US TREASURY
			PER AUDITOR RECOMMENDATION, ALL ARPA MONIES SHOULD BE IN A SEPARATE FUND
			THIS AMENDMENT ACCOUNTS FOR THE CREATION OF FUND 019
	REVENUES	9,981,987	
	NON-DEPARTMENTAL - TRANSFER TO GENERAL FUND	778,302	ONE TIME PAYMENTS TO PUBLIC SAFETY - ARPA FUNDED
	NON-DEPARTMENTAL - OTHER FINANCING USES	9,203,685	TO BE DETERMINED AT THE MAY 24, 2022 CIP BUDGET WORKSHOP
	EXPENDITURES	9,981,987	
RECREATIONAL FACILITIES - 106			
		-	
	REVENUES	-	
	PARKS - OTHER FINANCING USES	(20,000)	
	PARKS - MAINTENANCE AND REPAIRS	20,000	YMCA POOL LIGHTS
	EXPENDITURES	-	

GRANT SPECIAL REVENUE - 199

GRANT - FEDERAL REVENUE	(5,000,000)	AMERICAN RESCUE PLANT ACT FUNDING FROM US TREASURY PER AUDITOR RECOMMENDATION, ALL ARPA MONIES SHOULD BE IN A SEPARATE FUND THIS AMENDMENT ACCOUNTS FOR THE CREATION OF FUND 019
REVENUES	(5,000,000)	
WATER & SEWER CAPITAL	(5,000,000)	HALIFAX RIVER WATER AND SEWER LINE ADDITIONS PER AUDITOR RECOMMENDATION, ALL ARPA MONIES SHOULD BE IN A SEPARATE FUND THIS AMENDMENT ACCOUNTS FOR THE CREATION OF FUND 019
EXPENDITURES	(5,000,000)	

CAPITAL PROJECTS - 301

PRIOR YEAR FUND BALANCE	100,000	OTHER SUPPLIES AND EXPENSES (IMI002)
PRIOR YEAR FUND BALANCE	650	OTHER PROFESSIONAL SERVICES (PNC017)
REVENUES	100,650	
PUBLIC WORKS -OTHER SUPPLIES AND EXPENSES	100,000	OTHER SUPPLIES AND EXPENSES (IMI002)
PUBLIC WORKS - CONTRACTUAL SERVICES	650	OTHER PROFESSIONAL SERVICES (PNC017)
EXPENDITURES	100,650	

GENERAL CAPITAL REPLACEMENT - 317

TRANSFER IN FUND 001	1,089,000	PARKS OFFICE BUILDING
TRANSFER IN FUND 001	40,000	CITY HALL TUNNEL - ACRYLIC PANEL REPLACEMENTS (ORE200);
TRANSFER IN FUND 001	142,000	BUILDING IMPROVEMENT INTERIOR REMODEL (OMI201)
TRANSFER IN FUND 001	50,000	FACILITIES AND IMPROVEMENTS (OTHER THAN BUILDING) (ORE200)
TRANSFER IN FUND 611	22,540	REC CENTER REMODEL AND EXPANSION - FURNITURE (QPC082)
REVENUES	1,343,540	
PARKS - CAPITAL OUTLAY	22,540	REC CENTER REMODEL AND EXPANSION - FURNITURE (QPC082)
PARKS - CAPITAL OUTLAY	1,089,000	PARKS OFFICE BUILDING
BUILDING MAINTENANCE - CAPITAL OUTLAY	40,000	CITY HALL TUNNEL - ACRYLIC PANEL REPLACEMENTS (ORE200);
BUILDING MAINTENANCE - CAPITAL OUTLAY	142,000	BUILDING IMPROVEMENT INTERIOR REMODEL (OMI201)
BUILDING MAINTENANCE - CAPITAL OUTLAY	50,000	FACILITIES AND IMPROVEMENTS (OTHER THAN BUILDING) (ORE200)
EXPENDITURES	1,343,540	

WATER AND SEWER FUND - 401

PRIOR YEAR FUND BALANCE	1,500,000	ADDITIONAL FUNDING FOR UB SOFTWARE
PRIOR YEAR FUND BALANCE	206,000	WATER PLANT EXTERIOR PAINTING
PRIOR YEAR FUND BALANCE	40,453	ADDITIONAL FUNDING FOR SSP015 OPERATIONS BUILDING EXPANSION
PRIOR YEAR FUND BALANCE	98,874	WATER PRODUCTION (WW002)
PRIOR YEAR FUND BALANCE	206,000	WATER PRODUCTION (WWP200)
PRIOR YEAR FUND BALANCE	50,000	WASTEWATER TREATMENT (SSP015)
PRIOR YEAR FUND BALANCE	50,000	UTILITY ADMINISTRATION (ZMI068)
REVENUES	2,151,327	
WATER & SEWER - CAPITAL OUTLAY	1,500,000	UTILITY BILLING SOFTWARE
WATER & SEWER - CAPITAL OUTLAY	206,000	WATER PLANT EXTERIOR PAINTING
WATER & SEWER - CAPITAL OUTLAY	40,453	ADDITIONAL FUNDING FOR SSP015 OPERATIONS BUILDING EXPANSION
WATER & SEWER - CAPITAL OUTLAY	98,874	WATER PRODUCTION (WW002)
WATER & SEWER - CAPITAL OUTLAY	206,000	WATER PRODUCTION (WWP200)
WATER & SEWER - CAPITAL OUTLAY	50,000	WASTEWATER TREATMENT (SSP015)
WATER &SEWER - CONTRACTUAL SERVICES	50,000	UTILITY ADMINISTRATION (ZMI068)
EXPENDITURES	2,151,327	

WATER AND SEWER R&R - 405

PRIOR YEAR FUND BALANCE		100,000	RIDGEWOOD AVE WATERMAIN IMPROVEMENTS
	REVENUES	100,000	
WATER & SEWER - CAPITAL OUTLAY		100,000	RIDGEWOOD AVE WATERMAIN IMPROVEMENTS
	EXPENDITURES	100,000	

LEASE & REPLACEMENT -505

VEHICLE MAINTENANCE - MISCELLANEOUS REVENUE		561,345	ROYAL AUCTION GROUP - AUCTION PROCEEDS
	REVENUES	561,345	
NON-DEPARTMENTAL - OTHER FINANCING USES		561,345	TBD DURING UPCOMING BUDGET WORKSHOPS
	EXPENDITURES	561,345	

RECREATION IMPACT FEE - 611

PRIOR YEAR FUND BALANCE		22,540	REC CENTER REMODEL AND EXPANSION - FURNITURE (QPC082)
	REVENUES	22,540	
TRANSFER TO FUND 317		22,540	REC CENTER REMODEL AND EXPANSION - FURNITURE (QPC082)
	EXPENDITURES	22,540	

TOTAL ADJUSTMENT	REVENUES	13,212,735
	EXPENDITURES	13,212,735
	VARIANCE	-

EXHIBIT "A" CONTINUED - FUND BALANCE DETAIL

Fund Fund Number	General Fund 001	Federal Disaster Funding 019	Recreational Facilities 106	Grant Fund 199	Capital Projects 301	General Capital Replacement 317	Water and Sewer 401	Water and Sewer Impact 405	Lease and Replacement 505	Recreation Impact Fees 611
Audited Fund Balance 9.30.2021	\$ 23,865,081	\$ -	\$ 676,031	\$ 1,031	\$ 2,982,535	\$ 660,015	\$ 187,098,777	\$ 10,573,751	\$ 11,002,941	\$ 2,812,711
Non-Spendable	(1,584,595)	-	-	-	-	-	(165,495,569)	(503,943)	(8,074,761)	-
FY22 Adopted Budget Appropriations	(1,608,000)	-	-	-	(37,002)	(1,498,000)	(7,157,093)	193,000	643,626	866,516
FY22 Budget Appropriation Resolutions to Date	(788,476)	-	-	-	(2,235,534)	(5,026,536)	(4,626,693)	(5,882,795)	(1,333,207)	(1,917,823)
Current Available Fund Balance	19,884,010	-	676,031	1,031	709,999	(5,864,521)	9,819,422	4,380,013	2,238,599	1,761,404
Transfers and Other Adjustments	903,302	9,981,987	-	-	-	-	-	-	-	-
Current Requests from Fund Balance	(3,008,044)	(778,302)	-	-	(100,650)	-	(2,151,327)	(901,404)	-	(22,540)
Ending Fund Balance 5.17.22	<u>\$ 17,779,268</u>	<u>\$ 9,203,685</u>	<u>\$ 676,031</u>	<u>\$ 1,031</u>	<u>\$ 609,349</u>	<u>\$ (5,864,521)</u>	<u>\$ 7,668,095</u>	<u>\$ 3,478,609</u>	<u>\$ 2,238,599</u>	<u>\$ 1,738,864</u>



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (C10) Approval of American Rescue Plan Act (ARPA) Agreement

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Agreement provided by the Treasury for the second tranche of ARPA funds and authorize the Mayor's execution thereof.

SUMMARY: On March 11, 2021, the President signed the American Rescue Plan Act (ARPA). This Act provides substantial funding for state, county, municipal, and tribal entities. The ARPA allocation for the City is \$9,990,993.501.

Jurisdictions were required to submit a request to receive funding. The Treasury advised that the funds would be provided in two tranches. The first tranche for \$4,990,993.50 was received on May 20, 2021.

The Treasury has notified the City that the second tranche of an equal amount is now available. The Mayor is required to DocuSign the ARPA Agreement in order for the funds to be released to the City. The Mayor, as the Authorized Representative for the City, is certifying the following:

- (1) Compliance with section 602(c) of the Social Security Act; and
- (2) Provide any reports required to be in compliance.

In March of 2022, the City engaged James Moore to assist staff with ensuring compliance with the applicable sections of the Social Security Act in order to receive and use the ARPA funds. Staff, with the assistance of James Moore, is responsible for submitting the required reports and making sure the funds are spent on eligible expenditures.

PRESENTER: John McKinney

ATTACHMENTS:

1	SLFRF_Certification_for_States_(2nd_tranche_payment)_(2)	SLFRF_Certification_for_States_(2nd_tranche_payment)_(2).pdf
---	--	--

2	Mayor Signed 5-17-21 omb docs signed	Mayor Signed 5-17-21 omb docs signed.pdf
---	--------------------------------------	--

Robin Fenwick	Created/Initiated - 5/9/2022
John McKinney	Approved - 5/10/2022
Shannon Balmer	Approved - 5/10/2022
Wayne Clark	Approved - 5/11/2022
Robin Fenwick	Final Approval - 5/11/2022

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE FISCAL RECOVERY FUND

SECOND TRANCHE CERTIFICATION FOR THE STATE OF [Florida]

This certification relates to the second tranche payment to be made to the State identified above by the Department of the Treasury (Treasury) from the Coronavirus State Fiscal Recovery Fund (CSFRF) under section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), and Treasury's implementing regulations at 31 C.F.R. 35.11.

As a condition of receiving the second tranche payment from Treasury, the authorized representative of the State, on behalf of the State, hereby certifies, pursuant to section 602(d)(1) of the Act, that the State requires the second tranche payment to be made pursuant to section 602(b) of the Act in order to carry out the activities specified in section 602(c) of the Act and will use the payment in compliance with section 602(c) of the Act and Treasury's implementing regulations at 31 C.F.R. part 35, subpart A.

Authorized Representative: Donald Burnette
Title: Mayor
Date signed:

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: City of Port Orange, FL 1000 City Center Circle Port Orange, Florida, 32129-4144	DUNS Number: 080827082 Taxpayer Identification Number: 596000412 Assistance Listing Number: 21.019
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: **DocuSigned by:**

8D5296701807492...

Authorized Representative: Donald Burnette

Title: Mayor

Date signed: 5/17/2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
 Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271

Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City of Port Orange, FL

5/17/2021

Recipient

Date

DocuSigned by:

 8D5296701807492...

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (H15) First Reading - Ordinance No. 2022-11 - Small-Scale Comprehensive Plan Future Land Use Map Amendment/4085 and 4147 Ridgewood Avenue (Case No. 21-20000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-11, amending the Comprehensive Plan Future Land Use Map for ±1.44 acres from *Commercial* to *Mixed-Use Center*, and authorizing staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (4/28/2022): Recommended Approval (Vote 6-0)

The property owners are requesting to change the Future Land Use (FLU) map designation for 1.44 acres at 4085 and 4147 Ridgewood Avenue from Commercial to Mixed-Use Center. The proposed FLU amendment is being processed concurrently with an amendment to the existing Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to add properties to the existing Catfish Commons PCD boundary (Case No. 21-65000002). The two subject properties (4085 and 4147 Ridgewood Avenue) that are part of the FLU amendment are shown in dark blue and the proposed expanded Catfish Commons PCD area is shown in light blue on the location map below. If the FLU Amendment and amendment to the Catfish Commons PCD are approved, the existing commercial use (La Cantina Cocina Mexicana Restaurant) will remain and a new three-story building with a maximum of four (4) residential units above ground floor office/commercial will be built on the subject properties.

2.	Staff Report	Staff Report FLU.pdf
Penelope Cruz	Created/Initiated - 4/28/2022	
Tim Burman	Approved - 4/29/2022	
Shannon Balmer	Approved - 5/5/2022	
Wayne Clark	Approved - 5/5/2022	
Robin Fenwick	Final Approval - 5/5/2022	

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±1.44 ACRES FROM COMMERCIAL TO MIXED-
USE CENTER FOR PROPERTY GENERALLY LOCATED
AT 4085 and 4147 RIDGEWOOD AVENUE; PROVIDING
FOR CONFLICTING ORDINANCES, SEVERABILITY AND
AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, 2020-39, 2021-1, 2021-24, 2021-28, 2022-8 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Commercial to Mixed-Use Center as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

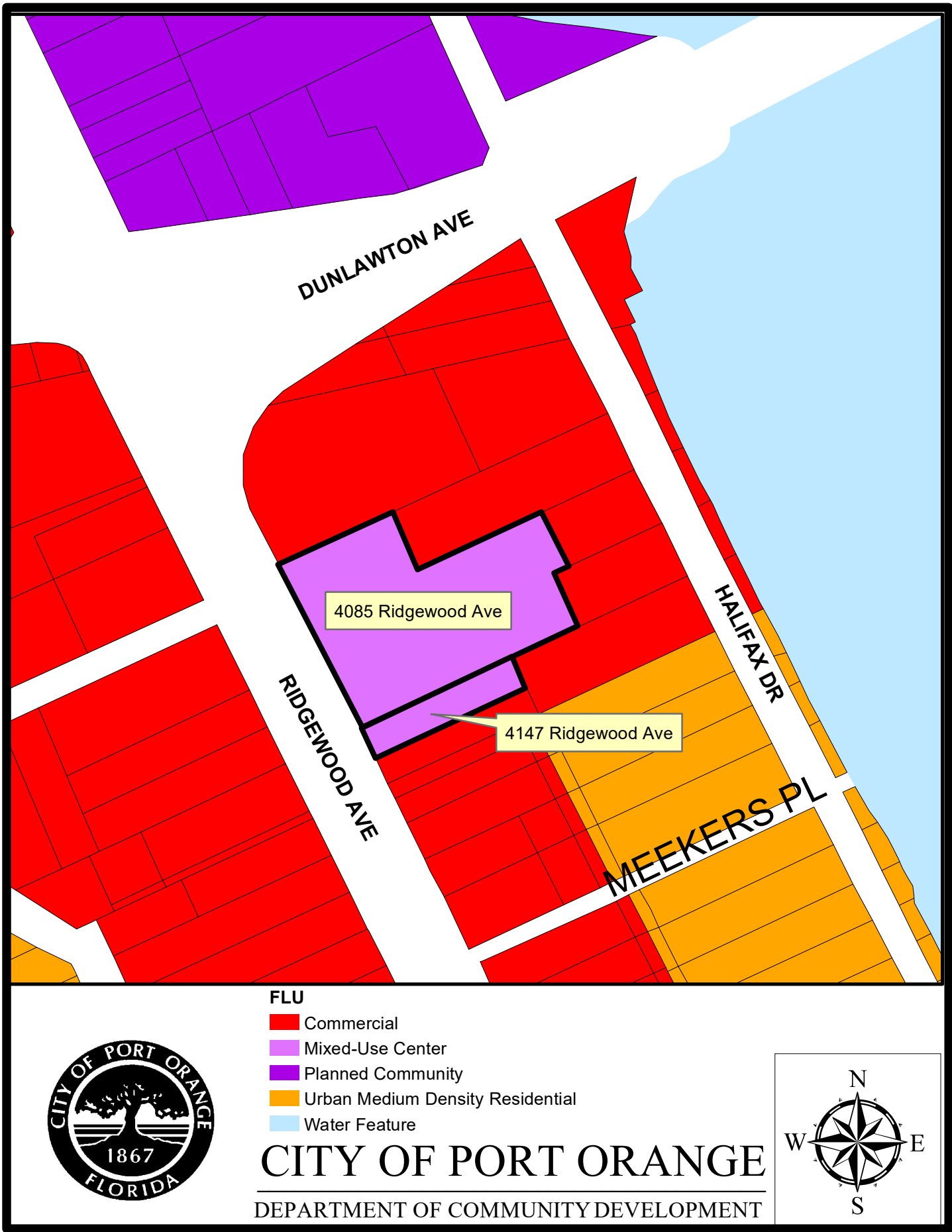
ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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





STAFF REPORT

Small-Scale Future Land Use Map Amendment
4085 and 4147 Ridgewood Avenue
CASE NO. 21-20000002

REQUEST: Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ±1.44 acres from *Commercial* to *Mixed-Use Center*.

LOCATION: 4085 and 4147 Ridgewood Avenue

PROPERTY OWNERS AND APPLICANTS: Brendan and Shannon Galbreath

STAFF CONTACT: Gwen Perney, Principal Planner (386) 506-5673

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION: Recommended Approval 6-0 (April 28, 2022)

CITY COUNCIL: MAY 17, 2022

INTRODUCTION

The property owners are requesting to change the Future Land Use (FLU) map designation for 1.44 acres at 4085 and 4147 Ridgewood Avenue from *Commercial* to *Mixed-Use Center*. The proposed FLU amendment is being processed concurrently with an amendment to the existing Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) to add properties adjacent to the existing PCD boundary into the PCD (Case No. 21-65000002). If the FLU Amendment and amendment to the Catfish Commons PCD are approved, the existing commercial use (*La Cantina Cocina Mexicana Restaurant*) and a new three-story building with four (4) residential units above ground floor office/commercial will be built on the subject properties. The two subject properties are shown in dark blue in the location map in Figure 1. The overall proposed Catfish Commons PCD area is shown in light blue.

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

PROPOSED AMENDMENT

Concurrent with the FLU amendment, the property owners are requesting to amend the Catfish Commons PCD to provide the framework to redevelop the property at the corner of Ridgewood Avenue and Dunlawton Avenue with a multi-tenant building that includes a drive-thru restaurant, a 3-story mixed-use (residential/office/commercial) building south of the La Cantina Cocina restaurant, a 12-slip marina with on-street parking along Halifax Drive, and maintain the current parking lot layout and building location for the Aunt Catfish's on the River restaurant. The request to change the FLU designation for the 1.44 acres from *Commercial* to *Mixed-Use Center* FLU designation is to allow for the inclusion of residential units within the PCD.

The purpose of the *Mixed-Use Center* category is to serve as an alternative to single-use FLU designations. The *Mixed-Use Center* FLU designation allows for a variety of uses, which may include a combination of commercial, office, service, residential, and institutional development, and is focused on a point of high activity, such as an intersection of collector or higher-classified roads. The applicants are requesting the *Mixed-Use Center* designation for the subject properties to support the development of a 3-story mixed-use (residential/office/commercial) building at the south end of the subject property, which is not permitted in the City's single-use FLU designations.

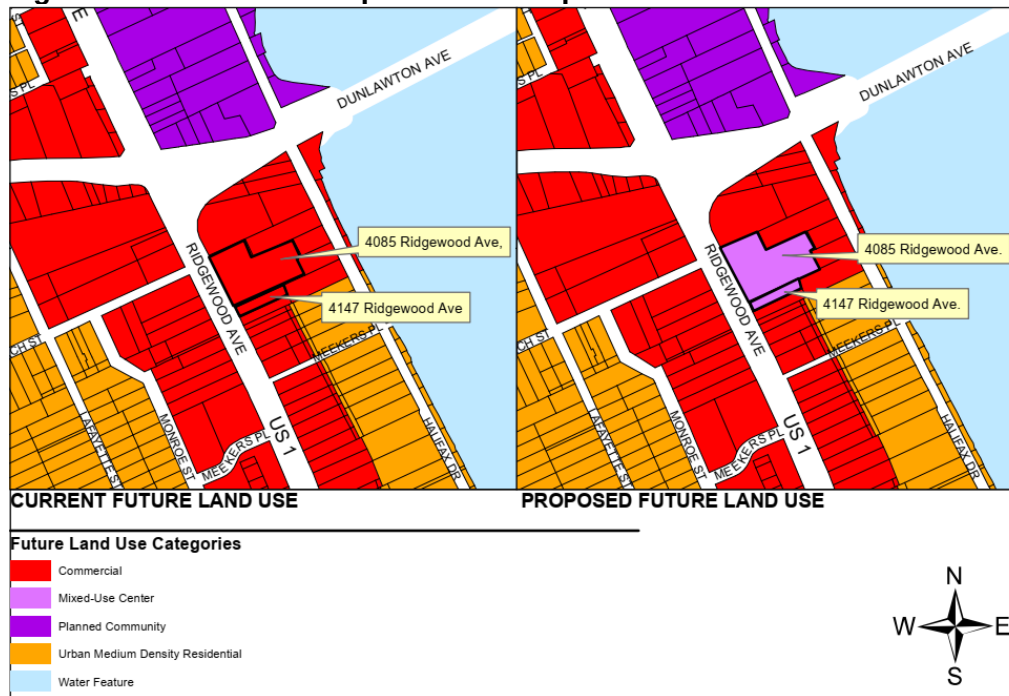
PROPERTY OVERVIEW

The following will examine the proposed amendment and the impacts of the proposed amendment. The properties are located along the Ridgewood Corridor and within the Port Orange Town Center Redevelopment Area (CRA). The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

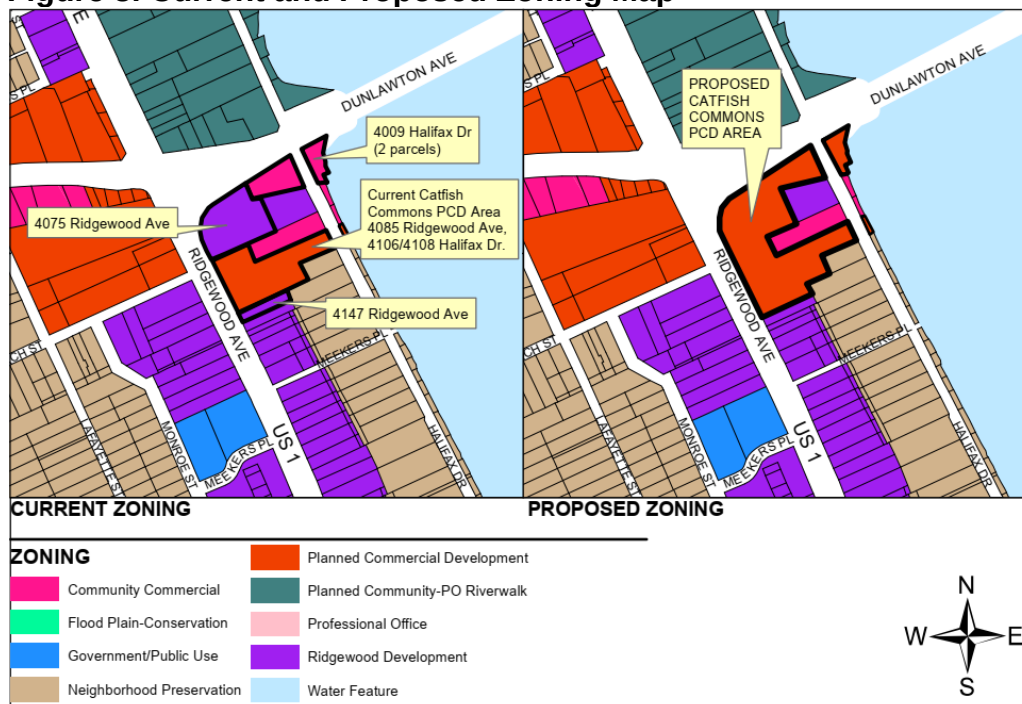
Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Vacant Commercial and Maloney Funeral Home	<i>Commercial</i>	Ridgewood Development (RD) and Community Commercial (CC)
South	Vacant Commercial	<i>Commercial</i>	Ridgewood Development (RD)
East	Maloney Funeral Home and Single-family Residential	<i>Commercial</i>	Community Commercial (CC), Planned Commercial Development (Catfish Commons PCD), and Neighborhood Preservation (NP)
West	Commercial	<i>Commercial</i>	Ridgewood Development (RD)

The current adopted and proposed FLU designation for the subject properties and adjacent properties are identified in Figure 2.

Figure 2. Current and Proposed FLU Map

The current and proposed zoning districts for the subject properties and adjacent properties are identified in Figure 3. The applicants submitted a PCD rezoning application that is being concurrently reviewed with the proposed FLU amendment to rezone the subject property at 4147 Ridgewood Avenue from Ridgewood Development (RD) to Planned Commercial Development (PCD) (Case No. 21-65000002). The property at 4085 Ridgewood Avenue was previously established as a property within the PCD area.

Figure 3. Current and Proposed Zoning Map

The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Designation	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
<i>Commercial</i>	1.44	0	-1.44
<i>Mixed Use Center</i>	0	1.44	+1.44
Total Acreage	1.44	1.44	0

The maximum residential density allowed in the *Mixed-Use Center* designation is 16 dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for non-residential uses allowed in this category is 1.5. The allowable distribution of uses within a mixed-use center is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- commercial (not including office) 50%-90%
- office 10% - 90%
- residential 0% - 50%
- institutional 0% - 35%

If approved, the proposed FLU designation will serve as an alternative to the single-use, commercial category, and promote the redevelopment of properties that have access to existing infrastructure such as water, sewer, and roads.

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq. ft.)]		
<i>Commercial</i> (0.5 FAR for Community node)	31,364 sq. ft. commercial	0	+31,364 sq. ft. commercial
<i>Mixed-Use Center Scenario #1</i> <i>50% Residential (16 units/acre)/50% Commercial (1.5 FAR*)</i>	0 Units 0 sq.ft.	11 units 47,045 sq. ft. commercial	+ 11 units +47,045 sq. ft. commercial
<i>Mixed-Use Center Scenario #2</i> <i>90% Commercial (1.5 FAR)/10% office (1.5 FAR)</i>	0 sq.ft.	84,681 sq. ft. commercial 9,409 sq. ft. office	+84,681 sq. ft. commercial + 9,409 sq. ft. office
TOTAL	Scenario #1: 0 units 31,364 sq. ft.	Scenario #1: 11 units 47,045 sq. ft.	Scenario #1: +11 units +15,681 sq. ft.
	Scenario #2: 31,364 sq. ft.	Scenario #2: 94,090 sq. ft.	Scenario #2: + 62,726 sq. ft.

* The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined:

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Maximum)

Development Variable	Current Land Use	Proposed Land Use		Proposed Catfish Commons PCD	Net Change		Proposed Catfish Commons PCD
	100% Commercial (0.5 FAR)	Scenario 1 (50% Residential/ 50% Commercial)	Scenario 2 (90% Commercial/ 10% Office)		Scenario 1 (50% Residential/ 50% Commercial)	Scenario 2 (90% Commercial/ 10% Office)	
Residential Units	0	11	0	4	+11	0	+4
Non-residential Buildable Sq. Ft.	31,364	47,045	94,090	8,700	+15,681	+62,726	-22,664
Population ¹	0	26	0	10	+26	0	+10
PM Peak Hour Trips/Daily Trips ²	117/1,340	182/2,082	356/3,956	35/399	+65/+742	+239/+2,616	-82/-941
Sanitary Sewer (gallons/ day) ³	3,137	6,465	9,409	1,510	+3,328	+6,272	-1,627
Potable Water (gallons/ day) ⁴	3,137	6,685	9,409	1,590	+3,548	+6,272	-1,547
Solid Waste (lbs./day) ⁵	314	555	941	120	+241	+627	-194
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Recreation/ Open Space (acres) ⁷	0	0.18	0	+0.07	+0.18	0	+0.07

Notes:

- Population: 2.39 persons per household (per 2019 Census American Community Survey ACS 5-Year Estimates)
- Transportation: Multi-family Apartments (220) 0.62 PM peak hour trips per unit and 6.65 daily trips per unit; Shopping Center (820) trips per 1000 sq. ft. - 3.71 PM Peak Hour; 42.70 Average Daily; Medical Office (720) trips per 1000 sq. ft. - 4.27 PM Peak Hour, 36.13 Average Daily; ITE Trip Generation Manual, 10th Edition
- Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development

4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

Overall, the amendment results in a net increase in residential units, non-residential square footage, and impacts to public infrastructure based on the theoretical maximum analysis. However, all public facilities have adequate capacity to accommodate the proposed amendment. The proposed amendment to the Catfish Commons PCD limits the number of residential units that could be developed on the subject property to four dwelling units and square footage of non-residential development at $\pm 8,700$ square feet, which is significantly less than the theoretical maximum allowance required to be analyzed.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate public facilities to be provided or to mitigate their impacts.

TRANSPORTATION

As indicated in the Impact Analysis (Table 4), there is an increase in the number of daily trips and P.M. peak hour trips from the current *Commercial* FLU to the proposed *Mixed-Use Center* FLU designation based on the theoretical maximum analysis. Based on the ITE Trip Generation Manual, 10th Edition, the proposed FLU designation could generate a theoretical maximum 356 P.M. peak hour trips, and 3,956 daily trips. As show below in Table 5, there is capacity on the adjacent roadways.

Table 5. Roadway Capacity

Road	Location	Volume	Capacity	V/C	Remaining Capacity
Ridgewood Avenue	North of Dunlawton Ave.	25,000	39,800	0.63	37%
Ridgewood Avenue	Dunlawton Ave. to Oak Street	21,000	39,800	0.53	47%
Dunlawton Avenue	West of Ridgewood	25,500	39,800	0.64	36%
Dunlawton Avenue	Ridgewood Ave. to Spruce Creek Rd.	26,500	39,800	0.67	33%

Source: 2019 Volusia County Traffic Engineering.

As previously mentioned, in conjunction with the FLU amendment, an amendment to the Catfish Commons PCD is being processed by a separate application to limit development on these properties to four (4) residential units and $\pm 8,700$ square feet of non-residential square footage. Based on the ITE Trip Generation Manual, 10th Edition, the development of these properties according to the proposed PCD amendment is anticipated to generate only 35 P.M. peak hour trips, and 399 daily trips. The proposed development will provide

pedestrian connections to link to the other properties within the PCD. The property is also located along the VOTRAN bus route.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 9,409 gallons per day (gpd) of wastewater. This is a net increase of 6,272 gpd between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed land use would theoretically demand 9,409 gallons of potable water per day. This is a net increase of 6,272 gpd in demand between the current and proposed FLU designations.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 941 pounds per day of solid waste based on the theoretical maximum development analysis. This is a net increase of 627 pounds of solid waste between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards. The proposed Concept Plan for the development shows an additional retention area to the east of the proposed office and residential building.

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 0.18-acres of parkland. According to the City's 2021 Concurrency Management Report, the city has an excess of 27.8 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the School Board issued a letter of exemption for a finding of adequate capacity for the proposed four residential units proposed in the Catfish Commons PCD, as the proposed development is below the threshold for requiring school concurrency review. If additional dwelling units are proposed in the future, the Volusia County School Board will require additional concurrency review.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for potable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

The subject property meets the locational criteria for *Mixed-Use Center*, being located near the intersection of two arterial roadways (Dunlawton Avenue and Ridgewood Avenue) that have pedestrian access and bus service and being part of the Ridgewood/Dunlawton Community Commercial Node. The subject properties are also adjacent to an undeveloped commercial property to the north, developed commercial properties to the south and west, and residential properties to the east. The proposed amendment is also consistent with the City's redevelopment goals.

Any future development on the subject properties will be required to comply with all LDC requirements, including those pertaining to roadway landscape buffers and

screening between the subject property and the existing residential properties to the east.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts. The detailed use-specific concurrency analysis will be conducted as part of any future development of the site requiring adequate public facilities to be provided to mitigate impacts.

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

Staff finding: The subject property is located within the Hurricane Vulnerability Zone; however, based on the theoretical maximum trip generation in Table 4 and adjacent roadway capacity in Table 5, the proposed FLU Amendment would not increase evacuation times within the Hurricane Vulnerability Zone above twelve hours.

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

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment will support the redevelopment of an infill property that has access to existing infrastructure such as water, sewer, and roads.

PUBLIC NOTICE

On October 15, 2021, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has received one general inquiry phone call regarding the proposed amendment. There were no concerns from the caller with the proposed change in FLU.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately ±1.44 acres of land from *Commercial* to *Mixed-Use Center*, and authorization for staff to send the amendment to the required review agencies.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (H16) First Reading - Ordinance No. 2022-12 - Rezoning and Restatement of the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Catfish Commons Planned Commercial Development (Case No. 21-65000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life
4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-12, rezoning approximately ± 1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD) and approval of the Restatement to the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to approval of the policy issues.

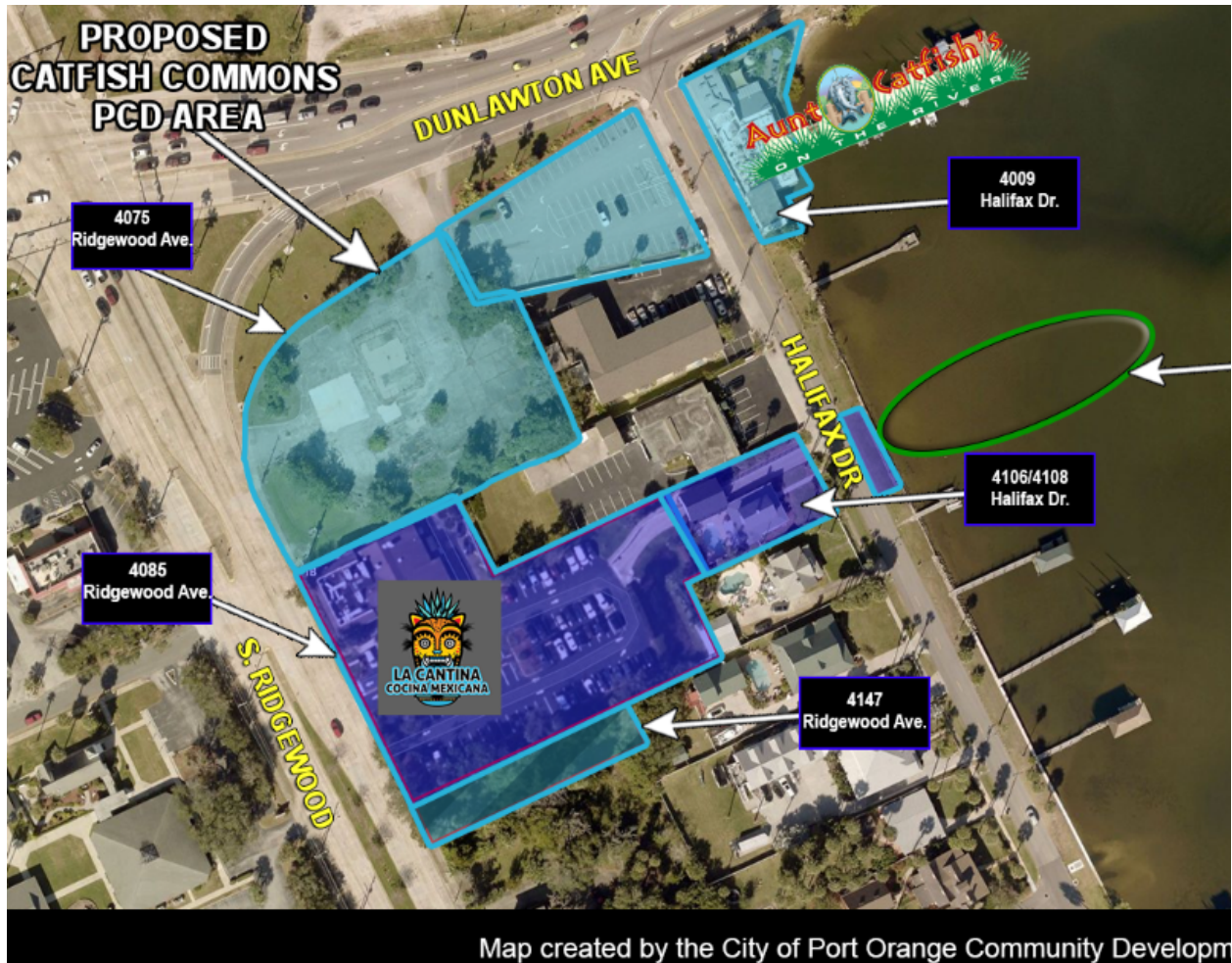
SUMMARY: Planning Commission Action (04/28/22): Recommended Approval (Vote 6-0)

The property owners/applicants are requesting to rezone ± 1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD) to add the ± 1.88 acres into the existing Catfish Commons Planned Commercial Development (PCD), along with approval of the Restated Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the overall area of the PCD would expand to ± 3.40 acres and the Restated MDA and CDP would provide the framework for development within the expanded PCD. The PCD property is generally located on the east side of Ridgewood Avenue, south of Dunlawton Avenue.

The proposed Restated Catfish Commons Master Development Agreement (MDA) and Conceptual Development Plan (CDP) would establish the following:

- 1) Framework to develop a multi-tenant commercial building with a drive-thru at the northwest corner (4075 Ridgewood Avenue) of the PCD;
- 2) Framework to develop a three-story mixed-use building with 4 residential units above ground floor office and retail, at the southwest corner (4147 Ridgewood Avenue) of the PCD;
- 3) Add the Aunt Catfish's on the River restaurant property at 4009 Halifax Drive and its associated parking lot located west of the restaurant into the PCD area;
- 4) Framework to develop a 12-slip marina at 4108 Halifax Drive; and

5) Maintain the existing development requirements and standards set forth in the current Catfish Commons MDA and CDP for the properties at 4085 Ridgewood Avenue (La Cantina Cocina Mexicana restaurant) and 4106/4108 Halifax Drive (single-family residence and garage apartment) and apply these requirements and standards to the properties being added to the PCD.



The properties proposed to be added to the PCD area currently have commercial zoning. Rezoning the properties to PCD and approving the Restated MDA and CDP will provide the applicants with the ability to construct a cohesive development that utilizes existing infrastructure on the developed properties including buildings, parking, driveways, and utilities and provides opportunities for new development within the PCD. According to the property owners, expanding the PCD and Restating the MDA and CDP is an indication of their commitment to continue to maintain and improve their property within the Port Orange Town Center CRA.

There are six (6) policy issues associated with the proposed Restated MDA and CDP that are further discussed in the staff report:

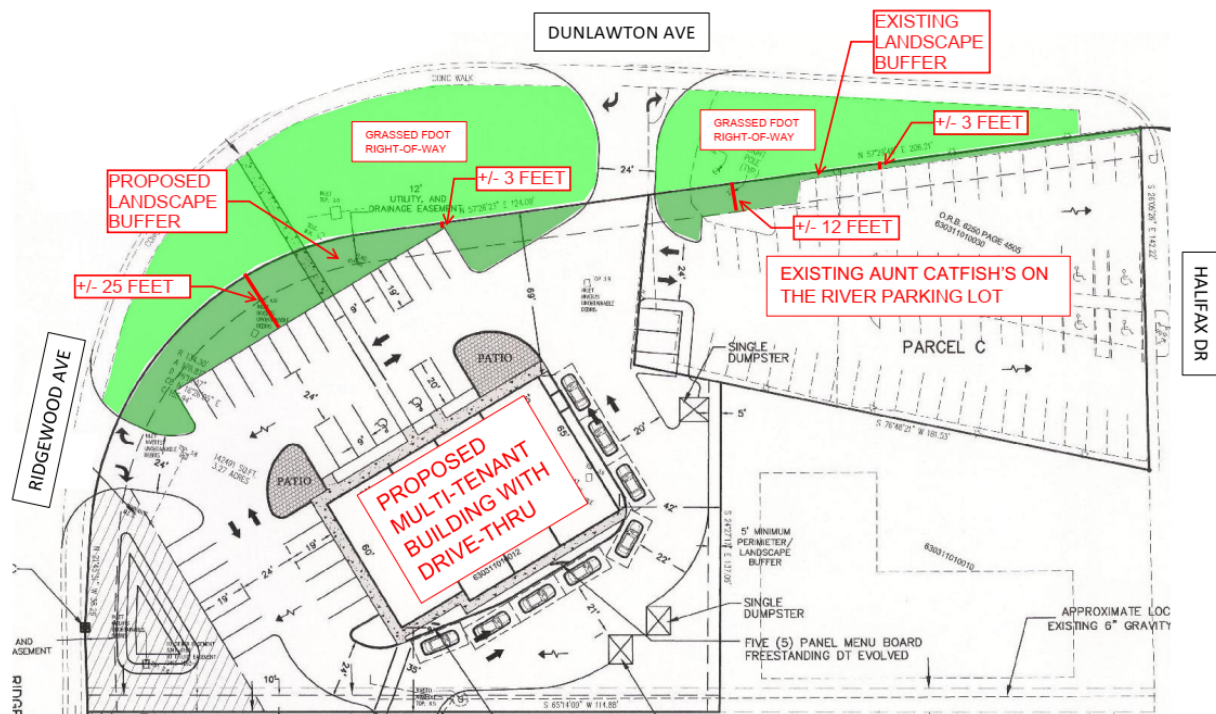
1. Allow one (1) drive-thru for the proposed multi-tenant building at 4075 Ridgewood Avenue. The property is located within the Ridgewood Overlay District (ROD) and a drive-thru is only permitted if approved by City Council as part of a PCD. There are no other drive-thrus proposed in the PCD. The drive-thru shown on the CDP complies with

the width, stacking, and screening requirements in the LDC.

2. Add "marina" to the list of permitted uses for 4108 Halifax Drive. The list of permitted commercial uses in the current MDA for this property is limited to ensure compatibility with the adjacent properties along Halifax Drive. Prior to being rezoned to PCD in 2012, the property was zoned Community Commercial (CC) and the CC zoning district allowed the "marina" use as a Special Exception Use. As part of the Restatement, the applicants are proposing to add "marina" to the list of uses allowed at 4108 Halifax Drive in lieu of stating all uses allowed in the CC zoning district apply to this property and having to process a special exception when the time comes to develop the marina. The proposed property and location for the marina complies with the special exception criteria in the LDC and the MDA states the marina will be required to meet all other development requirements in the LDC.

3. Establish the current building setbacks for the Aunt Catfish's on the River restaurant as the required building setbacks for the property where the restaurant is located. The applicants are proposing to maintain the existing restaurant in its current location, but want to ensure that in the event the building is destroyed it could be built back in its current location. According to the LDC, the building setbacks in a PCD should be similar to the zoning district most similar to that portion of the PCD. The two similar zoning districts would be the Ridgewood Development (RD) and Community Commercial (CC) zoning districts and the setbacks for these districts would not allow the restaurant to be rebuilt in its current location.

4. Allow a varied width landscape buffer along Dunlawton Avenue ranging in width from 3' to 25'. Currently, the LDC requires a 20' landscape buffer along Dunlawton Avenue. The applicants are requesting a reduced landscape buffer along Dunlawton Avenue to maintain the existing parking area for the Aunt Catfish's on the River restaurant, and to provide adequate parking area for the proposed multi-tenant building at the corner of Ridgewood Avenue and Dunlawton Avenue (4075 Ridgewood Avenue). According to the applicants, the property at 4075 Ridgewood Avenue has a unique site condition with the right-of-way line being +/- 10 to +/- 60 feet further from the roadway than other commercial properties along Dunlawton Avenue due to the design of the Dunlawton Avenue and Ridgewood Avenue intersection. The applicants are proposing to provide the required number of landscape plantings for a 20-foot landscape buffer within the proposed buffer area for 4075 Ridgewood Avenue and maintain the existing buffer in front of the Aunt Catfish's on the River restaurant parking lot.



5. Allow five (5) on-street parking spaces along the east side of the Halifax Drive right-of-way. The LDC does not permit parking spaces to back directly onto a right-of-way. Therefore, allowing parking spaces along Halifax Drive is a policy issue. The property owners are proposing on-street parking to serve the future marina at 4108 Halifax Drive. Halifax Drive is a local, two-lane road with a posted speed limit of 25 MPH. The proposed parking spaces will be angled and accessed from the northbound lane of Halifax Drive. According to the applicants, the parking spaces along Halifax Drive are intended to be used by visitors to the marina at 4108 Halifax Drive and are not anticipated to be high-turnover spaces where vehicles are continuously accessing and exiting, but rather, vehicles parking for an extended period of time. According to the MDA, the parking spaces will meet all other minimum requirements in the LDC.

6. Allow off-site signage for businesses within the PCD to be located throughout the PCD. Currently, the LDC does not allow off-site signage. The property owners are requesting to allow off-site signage (directional signage or tenant panels) for any of the businesses within the PCD to be located throughout the PCD. There are six (6) separate properties that make up the PCD but these properties will be connected through internal cross-access drives or shared facilities and function as one unified site. According to the MDA, all proposed signage in the PCD will meet the minimum requirements in the LDC in terms of square footage, height, number of tenant panels, and architectural design. Therefore, the only deviation from the LDC is to allow off-site signage on the properties that make up the PCD.

A Future Land Use (FLU) Amendment (Case No. 21-20000002) is being processed concurrently with the rezoning application to change the FLU designation at 4085 and 4147 Ridgewood Avenue from Commercial to Mixed-Use Center to allow for the development of a three-story mixed-use building with 4 residential units above ground floor office and retail. The PCD is compatible with the current Commercial FLU designation and the Mixed-Use Center FLU designation.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ord. No. 2022-12 with Exhibits	Ord. No. 2022-12 - Rezone MDA & CDP Catfish Commons.pdf
2.	Staff Report	Staff Report.pdf

Penelope Cruz	Created/Initiated - 4/28/2022
Tim Burman	Approved - 4/29/2022
Shannon Balmer	Approved - 5/5/2022
Wayne Clark	Approved - 5/5/2022
Robin Fenwick	Final Approval - 5/5/2022

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±1.88 ACRES FROM
RIDGEWOOD DEVELOPMENT (RD) AND COMMUNITY
COMMERCIAL (CC) TO CATFISH COMMONS PLANNED
COMMERCIAL DEVELOPMENT (PCD); APPROVING THE
RE-STATED CATFISH COMMONS PLANNED COMMERCIAL
DEVELOPMENT MASTER DEVELOPMENT AGREEMENT
AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING
FOR REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD); and

WHEREAS, the City and Developer desire to enter into the Re-Stated Catfish Commons Planned Commercial Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Re-Stated Catfish Commons Planned Commercial Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Re-Stated Catfish Commons Planned Commercial Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ± 1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD) located on the east side of Ridgewood Avenue, south of Dunlawton Avenue, attached hereto as **Exhibit “1”** and made a part hereof by reference.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown in **Exhibit “2”** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the Re-Stated Catfish Commons Planned Commercial Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”), attached hereto as **Exhibit “3”**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said MDA.

Section 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2022

Passed and adopted on second and final reading on the day of _____,
2022

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

Exhibit 1

Legal Description

5 Parcels Combined West of Halifax Drive

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6250 PAGE 4505,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8057 PAGE 4666,
AND ALL OF THE LAND LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,
DESCRIBED IN OFFICIAL RECORDS BOOK 6928 PAGE 1511,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6598 PAGE 1462, AND ALL OF THE LAND DESCRIBED IN
OFFICIAL RECORDS BOOK 7781 PAGE 4878,

ALL FIVE PARCELS BEING MORE FULLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING

THENCE S 26°05'26" E A DISTANCE OF 142.22 FEET;
THENCE S 76°48'21" W A DISTANCE OF 181.53 FEET;
THENCE S 24°27'17" E A DISTANCE OF 137.06 FEET;
THENCE S 65°14'09" W A DISTANCE OF 114.88 FEET;
THENCE S 25°41'31" E A DISTANCE OF 79.77 FEET;
THENCE N 65°15'37" E A DISTANCE OF 296.71 FEET;
THENCE S 26°20'47" E A DISTANCE OF 75.00 FEET;
THENCE S 65°18'12" W A DISTANCE OF 152.63 FEET;
THENCE S 25°41'50" E A DISTANCE OF 70.23 FEET;
THENCE S 65°14'55" W A DISTANCE OF 96.58 FEET;
THENCE S 26°19'51" E A DISTANCE OF 39.95 FEET;
THENCE S 65°25'49" W A DISTANCE OF 191.93 FEET;

THENCE ALONG A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 00°13'18", AND A CHORD BEARING OF N 26° 30'15" W, CHORD LENGTH OF 44.55 FEET,

THENCE N 26°36'54" W A DISTANCE OF 254.92 FEET;
THENCE N 21°45'31" W A DISTANCE OF 38.26 FEET;

THENCE ALONG A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18'37", AND A CHORD BEARING OF N 16°26'05" E, CHORD LENGTH OF 165.94 FEET,

THENCE N 57°26'23" E A DISTANCE OF 124.09 FEET;
THENCE N 57°29'48" E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 142,491 SQUARE FEET, 3.27 ACRES

4108 Halifax Drive Upland Parcel East of Halifax Drive

ALL OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6928, PAGE 1511, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;

THENCE N 65°15'37" E ALONG SAID NORTH LINE OF OFFICIAL RECORD BOOK 6928, PAGE 1511, A DISTANCE OF 12.98 FEET;

THENCE S 25°24'07" E ALONG THE EAST FACE OF AN EXISTING CONCRETE SEAWALL, A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511;

THENCE S 65°18'12" W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE ;

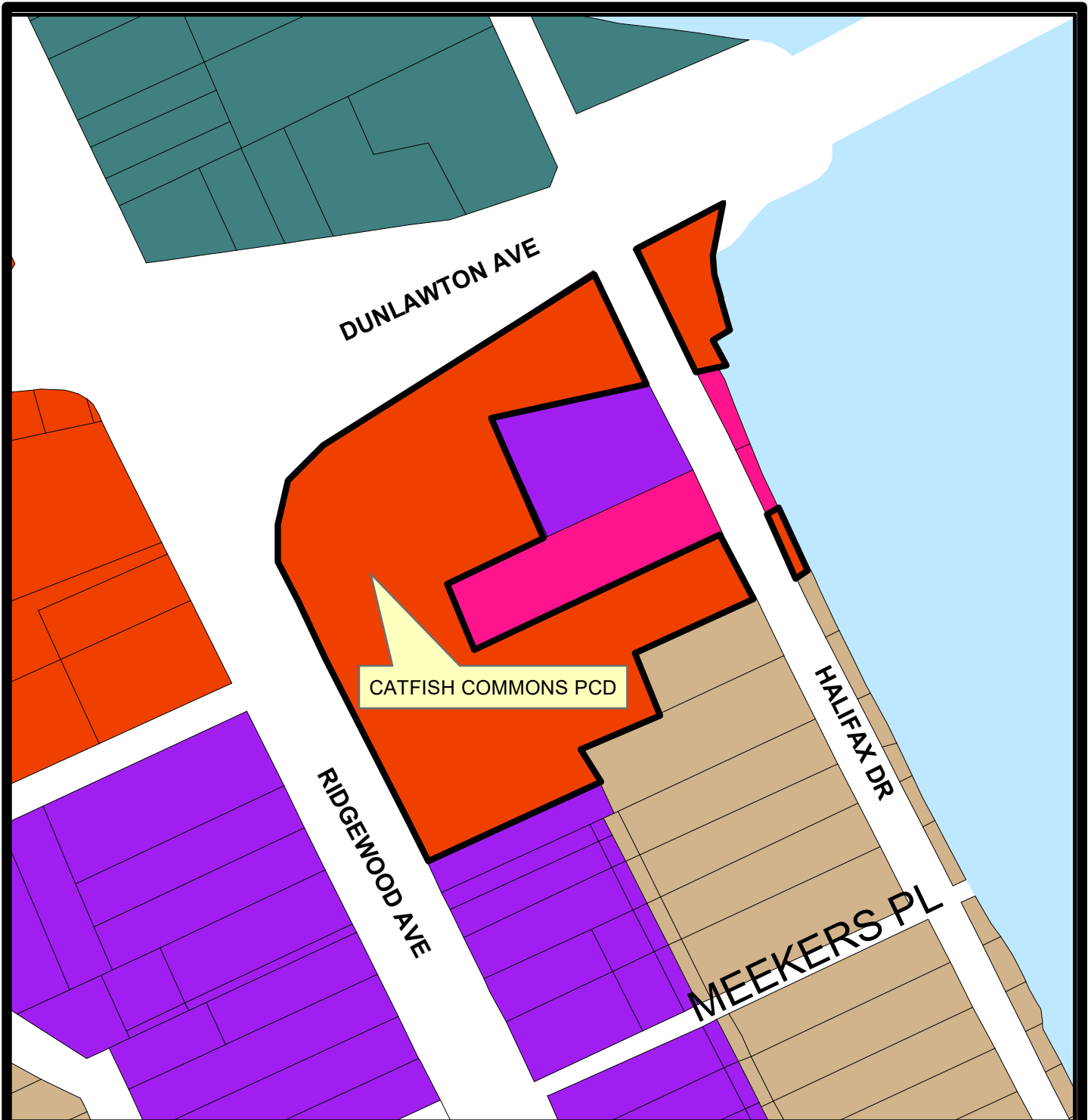
THENCE N 26°20'47" W ALONG SAID EAST LINE OF HALIFAX DRIVE. A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 927 SQUARE FEET, 0.02 ACRES

4009 Halifax Drive Upland Parcel East of Halifax Drive

A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT-OF-WAY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S-421) RUN N57°37'14"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET; THENCE S24°38'37"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62°03'04"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S55°45'42"E, A DISTANCE OF 0.38 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES; S28°52'21"W, A DISTANCE OF 16.40 FEET; THENCE S24°32'32"W, A DISTANCE OF 7.63 FEET; THENCE S27°35'16"W, A DISTANCE OF 13.28 FEET; THENCE S22°13'35"3E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23°38'31"E ALONG SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE N26°04'47"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING.

HAVING AND AREA OF 4839.18 SQUARE FEET, .11 ACRES

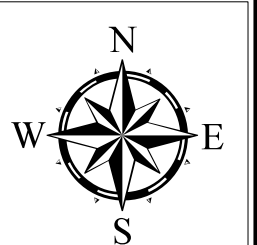


ZONING

-  Community Commercial
-  Neighborhood Preservation
-  Planned Commercial Development

-  Planned Community-PO Riverwalk
-  Ridgewood Development
-  Water Feature

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



**RE-STATED MASTER DEVELOPMENT AGREEMENT
CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT**

THIS RE-STATED CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT is entered into between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter the "City"); and Brendan and Shannon Galbreath (husband and wife), having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127; and Commons 4075, LLC having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127 (the "Owner & Developer"), who hereby agree and covenant and bind their successors and assigns as follows:

WHEREAS, The City and Owner & Developer have previously entered into a Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 6784, Page 970 as amended by the First Amendment to the Master Development Agreement for Catfish Commons Planned Commercial Development recorded in the Official Record Book 7684, Page 3350, all in Public Records, Volusia County, Florida; and

WHEREAS, the Parties hereto intend for this Restated Master Development Agreement for Catfish Commons Planned Commercial Development to be an amendment to and restatement of, and shall supersede and replace the Original MDA and the First Amendment

NOW, THEREFORE, the City and Owner & Developer do hereby agree as follows:

1. THE PROPERTY

The property that is subject to this Agreement consists of approximately 3.4 acres of real property located at 4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030) Parcels A and C, 4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B, 4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D, 4106 and 4108 Halifax Drive (Parcel 6341-04-05-0050) Parcels E and G, and 4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F, within the municipal limits of the City of Port Orange and described on Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property").

2. CONFORMANCE WITH COMPREHENSIVE PLAN

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's Comprehensive Plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. DEVELOPMENT

The Property shall generally be developed as a multi-tenant commercial and office project, with a limited residential component, and a 12 slip marina for rent to motorized boats and other water based activities, subject to permitting and compliance with the City's Land Development Code and the Volusia County Manatee Protection Plan, except where specifically deviated from in this PCD, as depicted on the Conceptual Development Plan ("CDP") prepared by Parker Mynchenburg and Associates, which is attached hereto and incorporated herein as Exhibit "B" and as more particularly described below.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

- A. Development of the Property shall be controlled by the terms and conditions of this Master Development Agreement (the "Agreement") and the CDP, which is attached hereto and incorporated herein as Exhibit "B". The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the City's ordinances shall control. If the Plan fails to address a particular subject or requirement, the requirements of the applicable City ordinance(s) as defined by the Port Orange Land Development Code ("LDC"), shall control.
- B. The parties acknowledge that compliance with the environmental preservation requirements of the LDC may necessitate modifications of the CDP. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements are not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative official, who is defined in the LDC. If the Developer is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.
- C. An administrative variance from the dimensional requirements in this MDA may be granted when such variance would be equal to or less than ten percent of the required dimension, when deemed appropriate by the Administrative Official, who is defined in the LDC. Application for administrative variances from the dimensional requirements shall be made on the appropriate forms provided by the Community Development Department for that purpose.

5. PERMITTED USES

- A. 4009 Halifax Drive (6303-11-01-0022 and 6303-11-01-0030) Parcels A and C**
Uses allowed within the Ridgewood Development ("RD") zoning district shall be permitted.
- B. 4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B**
Uses allowed within the Ridgewood Development ("RD") zoning district shall be permitted, along with one restaurant/food service with a drive thru.
- C. 4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D**
Uses allowed within the Mixed Use Center ("MXU") zoning district, bike and run race staging (Special Events would need approval per the Code of Ordinances, and Mobile Retail (for retail sales and services as defined in the City's LDC, see Exhibit "C") shall be permitted.
- D. 4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F**
Uses allowed within the Mixed Use Center ("MXU") zoning district shall be permitted, with a maximum of 4 residential units.
- E. 4106 Halifax Drive (above existing Entry Feature)(Parcel 6341-04-05-0050) Parcel E**
One residential rental unit with no minimum or maximum rental time period to be occupied only by the business owner or manager of a business located within the PCD Property.
- F. 4108 Halifax Drive (Parcel 6341-04-05-0050) Parcel E and G**

The square-footage for uses within this structure is limited to the 1st floor until all the properties located on Halifax Drive, between 4108 Halifax Dr. and Meeker Place have been rezoned to a commercial or mixed-use zoning district*

- Single family residence**
- Restaurant – No Drive-thru
- Ice cream shop
- Retail
- Professional and medical office
- Bed and breakfast inn
- 12 slip Marina for Motorized watercraft slip rental and water related activities***

* The existing single-family dwelling at 4108 Halifax Dr. is a non-confirming use and will be subject to the provisions regarding non-conforming uses and structure outline in Chapter 3 of the LDC.

** Special owner-occupancy provisions. The City shall permit given business owners/managers to reside in a dwelling unit which is set within the principal (business establishment) structure, provided these establishments comply with all other requirements of the LDC and adopted building and fire codes.

*** Marina dock will be allowed to extend more than 100ft from the Halifax Drive bulkhead subject to the Volusia County Manatee Protection Plan and Florida Department of Environmental Protection permitting.

6. DIMENSIONAL REQUIREMENTS

Maximum Building Coverage of Total PCD Area: 35%

Minimum Open Space of Total PCD Area: 30%

Minimum Building Setbacks, Maximum Building Heights, and Drive Aisle Widths:

4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030) Parcels A and C

Dunlawton Avenue -0' **

East of Halifax Drive -0' **

West of Halifax Drive -0' **

Side -0' **

Maximum Height -45'

4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B

Ridgewood Avenue -12'

Dunlawton Avenue -20'

Rear -10'

Side -10'

Maximum Height -45'

4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D

Ridgewood Avenue -10'

Rear -10'

Side -10'

Maximum Height -45'

4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F

Ridgewood Avenue -12'

Rear – 10'***

South Side -10'

North Side - 0'

Maximum Height -45'

4106/4108 Halifax Drive (Parcel 6341-04-05-0050) Parcels E and G

West of Halifax Dr – 40'*

East of Halifax Dr – 0'

North side of Entry Feature - 2.5'

South Side -5'***
Rear -10' ***
Rear of Entry Feature - 8'
Maximum Height - 35'
Driveway Setback - 5'
Marina Pier Access – 15' from side property lines
One Way Driveway Width - 10'

*Setback may be reduced to 10' once all the properties located on Halifax Drive, between Dunlawton Avenue and Meeker Place have been rezoned to commercial or mixed-use zoning district

**Setback takes into account the 4009 Halifax Drive existing building location and is designed to allow that as well as the parking lot at 4009 Halifax Drive to remain in its current location without change

***Commercial building rear setbacks adjoining residential zoning shall be equal to or greater than the building height

****Parcels D and F are proposed to be combined via Unity of Title or lot combination. The internal lot line will be eliminated and the proposed building on Parcel F may encroach onto Parcel D

7. MAINTENANCE OF COMMON AREAS AND AMENITIES

The owner of parcel 6303-11-01-0022, their successors and assigns shall be jointly and severally responsible for the maintenance of the common facilities of the Property. A declaration of covenants and restrictions addressing the obligations and rights of all the Property subject to this MDA shall be required at the time of site plan submittal.

8. LANDSCAPE BUFFER AND OPAQUE SCREENING

4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030)

Dunlawton Avenue -0'*
East of Halifax Drive -0'*
West of Halifax Drive -0'*
Rear -0'*
Side -0'*

4075 Ridgewood Avenue (Parcel 6303-11-01-0012)

Ridgewood Avenue -10'
Dunlawton Avenue -3'
Rear -5'
Side -1' minimum, average of 5'

4085 Ridgewood Avenue (Parcel 6341-04-05-0020)

Ridgewood Avenue -10'
Rear -5'
Side -5'

4147 Ridgewood Avenue (Parcel 6341-04-03-0010)

Ridgewood Avenue -10'
Rear -10'
Side -5'

4106/4108 Halifax Drive** (Parcel 6341-04-05-0050)

West of Halifax Dr - 10'
East of Halifax Dr - 0'
Rear - 0'
North Side - 2.5'

South Side -5'

*Landscape buffer takes into account the 4009 Halifax Drive existing building location and is designed to allow that as well as the parking lot at 4009 Halifax Drive to remain in its current location without change

**Two (2) palm trees can be substituted for every one (1) required shade tree within the buffer to satisfy minimum buffer planting requirements.

***A minimum six-foot (6') opaque fence or wall is to be installed on south side of the 4108 Halifax Drive property when or if the property is converted into a non-residential use that abuts a residential zoning district. General location of the fence or wall is shown on the CDP.

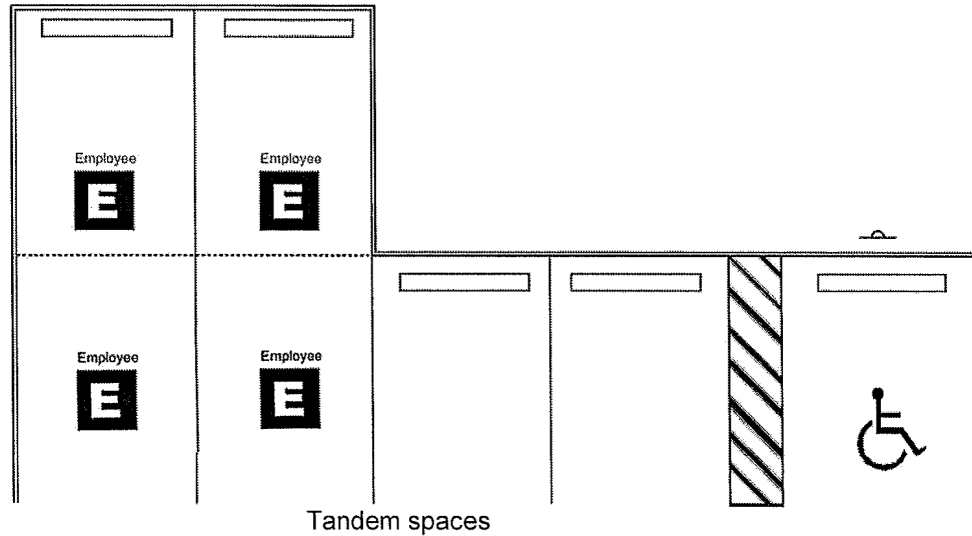
****Landscape buffers may be reduced to 0' along internal PCD property lines.

9. ARCHITECTURAL/DESIGN STANDARDS

- A. All buildings and accessory structures in the PCD area shall be developed in compliance with the terms of Chapter 14 of the LDC as to architectural requirements.
- B. If the structure at 4108 Halifax Drive is demolished or expanded, the architectural design of the new or expanded commercial structure must be consistent with the architectural design of the structures located on Halifax Drive, south 4108 Halifax Drive. The architectural design requirement for 4108 Halifax will defer back to Chapter 14 of the LDC upon all the properties located on Halifax Drive, between 4108 Halifax Dr. and Meeker Place being rezoned to a commercial or mixed-use zoning district.

10. PARKING AND ACCESS

- 1. Per provided Catfish Commons Shared Parking Allocation in "Exhibit D", all parking is considered common and shared throughout the entire Catfish Commons PCD, regardless of the address it is constructed on.
 - A. Parking spaces will be permitted to be 9' wide and 19' deep.
 - B. Minimum number of off-street parking will be provided as required by Exhibit D.
 - C. Per Case No., (11-70000002), 4085 Ridgewood Avenue provides 29 "off-site" parking spaces for 4009 Halifax Dr.
 - D. The minimum 10ft wide one-way driveway shown on the CDP is for circulation of traffic from 4108 Halifax Drive west to the parking lot at 4085 Ridgewood Avenue. Eastbound vehicular traffic is not permitted onto Halifax Drive.
 - E. 4106 Halifax Drive residential unit parking ratio shall be 1 space for 1 unit.
 - F. 4085 Ridgewood Avenue Mobile Retail parking ratio shall be 3 spaces for 1 unit.
 - G. 4009 Halifax Drive parking lot layout, space size and drive aisle size, dimensions and locations are considered existing non-conforming as shown on the CDP and shall be permitted to remain as is including but not limited to existing 10' one way drive aisle widths and existing 8.5" wide parking spaces.
 - H. Riverfront Parking spaces at 4108 Halifax Drive east of Halifax Drive for the Marina are permitted to back out onto Halifax Drive provided they are angled at a minimum of 60 degrees.
 - I. Public crosswalk striping and parking spaces along the riverfront as generally shown on the CDP are to be installed in conjunction with the proposed marina at 4108 Halifax Drive.
 - J. 4085 Ridgewood Avenue new two-way drive aisle width with no parking backing into it running north/south directly on the east edge of the building structure shall be permitted to be 20' wide.
 - K. 4085 Ridgewood Avenue existing two-way drive aisle width with no parking backing into it on the east end of the parking lot between eastern most parking spaces and retention pond shall be permitted to be 16' wide.
 - L. Tandem parking spaces: The spaces shall be reserved for use by employees. Such spaces shall be identified or designated for employee parking through the use of signage or pavement markings. Dimensions for tandem parking spaces are the same as required for standard parking spaces in this MDA.



K. Landscape Curb will be permitted to angle into parking spaces that are located directly in front of the building on 4075 Ridgewood Avenue parcel only, to expand and enhance the landscape beds as shown for example in Exhibit "F". Parking spaces will have to meet ADA Code.

11. DOCK / WATER ACCESS

The property at 4108 Halifax Drive (Parcel 6341-04-05-0050, Parcels E and G) shall be permitted to have 12 boat slips for rent to the public. The dock may be floating or stationary and constructed out of wood, composite material or cement and will be allowed to extend more than 100ft from the Halifax Drive bulkhead subject to the Volusia County Manatee Protection Plan and Florida Department of Environmental Protection permitting and as otherwise required by any other applicable local, state and federal laws. The slips may be rented to both motorized and non-motorized vessels at the owner/operator's discretion. The sale of gas and overnight live-aboard vessels shall be prohibited. The rental of motorized and non-motorized vessels to the public shall be a permitted use. Additionally, the dock may be used as an access point in and out of the water for any special event permitted on the property. Five (5) parking spaces shall be permitted east of Halifax Drive to support the Marina.

12. ROAD & ACCESS WAYS

All roadways, drives, sidewalks, pathways, bike paths, and walkways providing access within and throughout the Property shall be private and privately maintained in accordance with declaration of covenants and restrictions recorded in the public records by the owner/developer.

13. PUBLIC UTILITIES AND STORMWATER MANAGEMENT

- A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.
- B. Stormwater shall be retained as generally depicted on the CDP. The Developer shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The developer shall provide all required easements to the City over the proposed retention area and related stormwater structures.

14. SIGNAGE

The signage for the PCD properties shall be in compliance with the terms of Chapter 15 of the LDC with the following exceptions:

- A. The tenant at 4009 Halifax Dr shall be permitted to have a sign panel on the monument sign at 4075 Ridgewood Avenue.

- B. A Commemorative Sign (not to exceed 64 sq ft) located on the building at 4075 Ridgewood Avenue shall be permitted separate from the allowable square footage for wall signs on that building. The commemorative signage will not count towards the maximum wall sign area allowed for the building and will be similar to the signage depicted on Exhibit "G".
- C. The following signage is allowed for the properties fronting Halifax Dr.:
 - 1 (one) "post" sign (see Exhibit "E" for example)
 - i. Max Height: 6'
 - ii. Max Sign Area: 24 SF
- D. Externally illuminated or non-illuminated wall signage shall be permitted when or if the existing single-family residence at 4108 Halifax Dr. is converted to a commercial use. The colors and material shall compliment and coordinate with the appearance of the structure. Maximum sign height and area as allowed by Chapter 15 of the LDC for an individual commercial use.
- E. Off-site signage on parcels within the PCD area is allowed for businesses within the PCD. Signage shall otherwise be permitted as per the requirements in the LDC for directional signage.

15. PHASING

The PCD Property can be re-developed in multi-phases or as a single phase as shown on the CDP. The phases can be developed in any order.

- 4085 Ridgewood Avenue Mobile Retail
- 4075 Ridgewood Avenue multi-tenant building and associated parking improvements
- 4108 Halifax Drive Single Family Dwelling conversion to commercial
- 4147 Ridgewood Avenue 3 story building and associated parking improvements
- 4108 Halifax Drive 12 slip Marina and associated parking improvements

16. ENVIRONMENTAL CONSIDERATIONS

- A. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Environmental Preservation Code may necessitate modification of the CDP.

17. EFFECTIVE DATE AND EXPIRATION

- A. This Agreement shall be effective upon recording by the City at the Developers expense in the public records of Volusia County, Florida not later than thirty (30) days from the date the City Council approves the re-zoning. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement expires.
- B. Development of the Catfish Commons PCD shall commence within five (5) years from the date of executions of this Agreement and it shall be completed within ten (10) years from the date of execution unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall be defined by the LDC.

18. AMENDMENTS

- A. Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 3 of this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
- B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
 - 1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owners cost, in a newspaper of general circulation and readership in Volusia County, Florida.
 - 2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
 - 3. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.

4. The notices required above shall specify the location of the PCD Property, the location of that portion of the PCD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - i. Changes permitted, conditional, and/or prohibited uses proposed.
 - ii. Changes in building intensities and/or height proposed.
5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

19. CONFORMANCE WITH LAWS

A. The Developer agrees:

1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

20. ENFORCEABILITY

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

21. PRIOR AGREEMENTS

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject PCD Property. This Agreement shall be an amendment to and restatement of, and shall supersede and replace the Original MDA and First Amendment. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner(s).

22. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

23. WAIVER OF FUTURE CITY FEES

Any and all city development review application submittal, site inspection, building permit, building inspection, and approval fees for future Comprehensive Plan Amendments, MDA Amendments, and all development related applications within Catfish Commons PCD excluding impact fees and stormwater special assessment fee are hereby waived for a period of 5 years from the recording date of this Re-Stated Master Development Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Restated Catfish Commons Planned Commercial Development Master Development Agreement, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

WITNESSES:

BRENDAN AND SHANNON GALBREATH,
Property owners

Name: _____

Name: _____

Name: _____

Name: _____

By: _____
Brendan Galbreath, Property Owner

Date: _____

By: _____
Shannon Galbreath, Property Owner

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Brendan and Shannon Galbreath property owners., who are ☐ personally known to me or ☐ who have produced _____ as identification and who did not take an oath.

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

WITNESSES:

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Brendan and Shannon Galbreath, property owners, who are ☐ personally known to me or ☐ who have produced _____ as identification and who did not take an oath.

COMMONS 4075 LLC,
Property owner

By: _____
Brendan Galbreath, Member,
Commons 4075 LLC,

Date: _____

By: _____
Shannon Galbreath, Member,
Commons 4075 LLC,

Date: _____

Eric Gaffka Revocable Living Trust dated
December 1, 1999

By: _____
Eric Gaffka, Trustee,
Member, Commons 4075 LLC,

Date: _____

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Eric Gaffka, Trustee, who are ☐ personally known to me or ☐ who have produced _____ as identification and who did not take an oath.

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

Exhibit "A"

Legal Description

5 Parcels Combined West of Halifax Drive

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6250 PAGE 4505,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8057 PAGE 4666,
AND ALL OF THE LAND LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,
DESCRIBED IN OFFICIAL RECORDS BOOK 6928 PAGE 1511,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6598 PAGE 1462, AND ALL OF THE LAND DESCRIBED IN
OFFICIAL RECORDS BOOK 7781 PAGE 4878,

ALL FIVE PARCELS BEING MORE FULLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING

THENCE S 26°05'26" E A DISTANCE OF 142.22 FEET;
THENCE S 76°48'21" W A DISTANCE OF 181.53 FEET;
THENCE S 24°27'17" E A DISTANCE OF 137.06 FEET;
THENCE S 65°14'09" W A DISTANCE OF 114.88 FEET;
THENCE S 25°41'31" E A DISTANCE OF 79.77 FEET;
THENCE N 65°15'37" E A DISTANCE OF 296.71 FEET;
THENCE S 26°20'47" E A DISTANCE OF 75.00 FEET;
THENCE S 65°18'12" W A DISTANCE OF 152.63 FEET;
THENCE S 25°41'50" E A DISTANCE OF 70.23 FEET;
THENCE S 65°14'55" W A DISTANCE OF 96.58 FEET;
THENCE S 26°19'51" E A DISTANCE OF 39.95 FEET;
THENCE S 65°25'49" W A DISTANCE OF 191.93 FEET;

THENCE ALONG A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 00°13'18", AND A CHORD BEARING OF N 26° 30'15" W, CHORD LENGTH OF 44.55 FEET,

THENCE N 26°36'54" W A DISTANCE OF 254.92 FEET;
THENCE N 21°45'31" W A DISTANCE OF 38.26 FEET;

THENCE ALONG A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18'37", AND A CHORD BEARING OF N 16°26'05" E, CHORD LENGTH OF 165.94 FEET,

THENCE N 57°26'23" E A DISTANCE OF 124.09 FEET;
THENCE N 57°29'48" E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 142,491 SQUARE FEET, 3.27 ACRES

4108 Halifax Drive Upland Parcel East of Halifax Drive

ALL OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6928, PAGE 1511, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;

THENCE N 65°15'37" E ALONG SAID NORTH LINE OF OFFICIAL RECORD BOOK 6928, PAGE 1511, A DISTANCE OF 12.98 FEET;

THENCE S 25°24'07" E ALONG THE EAST FACE OF AN EXISTING CONCRETE SEAWALL, A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511;

THENCE S 65°18'12" W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE ;

THENCE N 26°20'47" W ALONG SAID EAST LINE OF HALIFAX DRIVE. A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING.

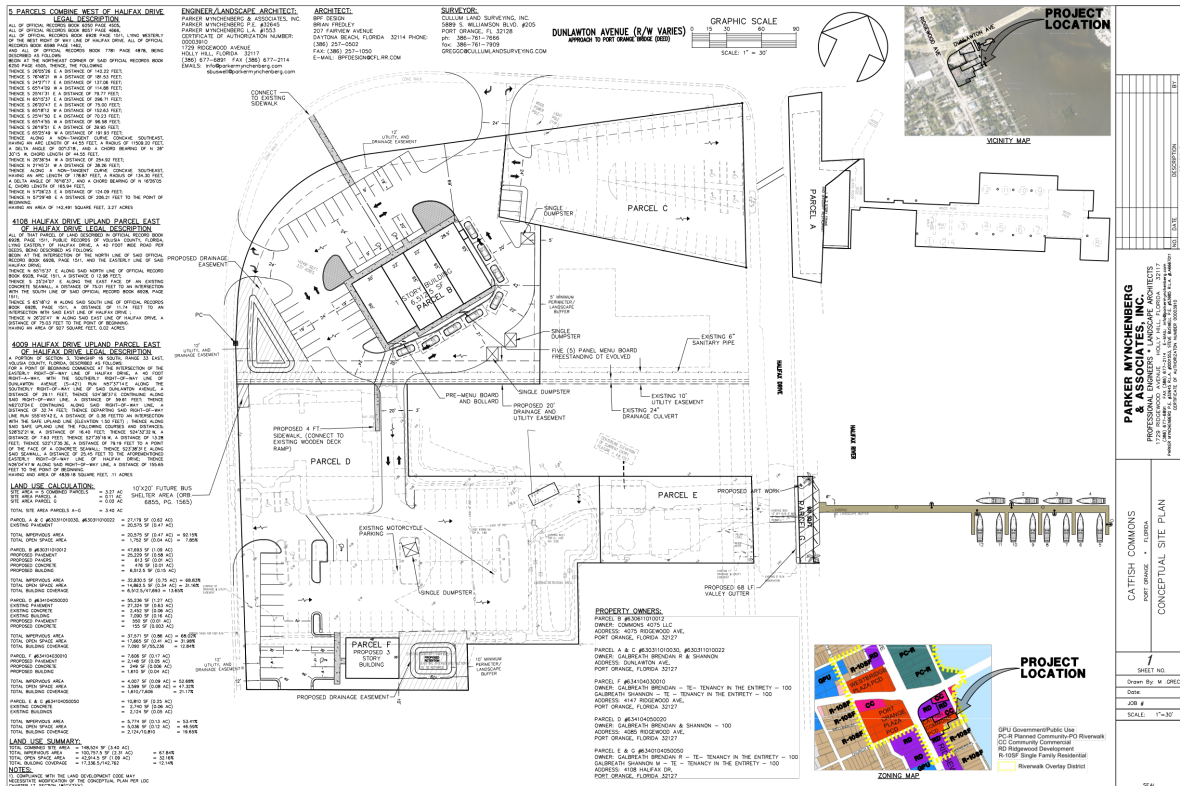
HAVING AN AREA OF 927 SQUARE FEET, 0.02 ACRES

4009 Halifax Drive Upland Parcel East of Halifax Drive

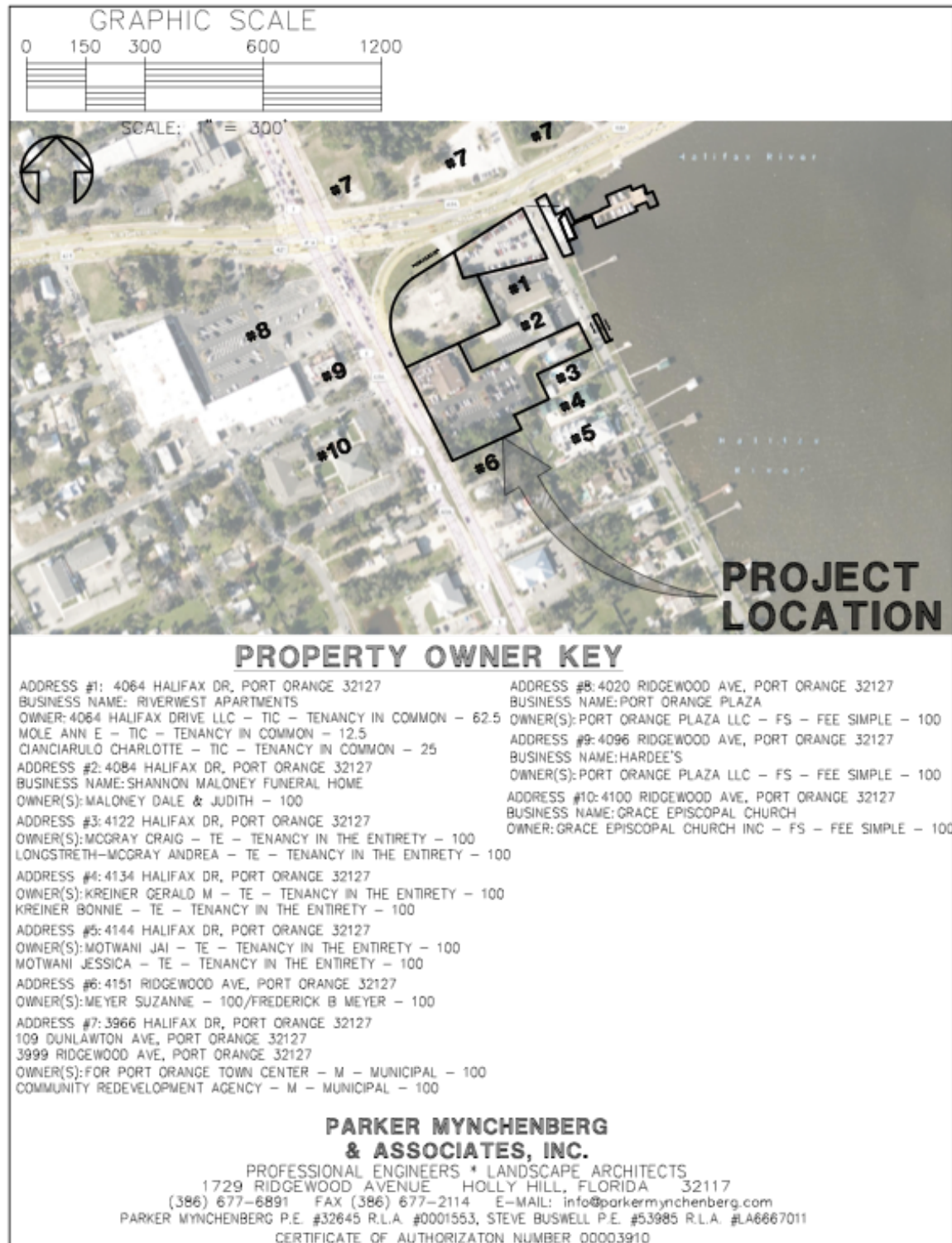
A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT-OF-WAY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S-421) RUN N57°37'14"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET; THENCE S24°38'37"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62°03'04"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S55°45'42"E, A DISTANCE OF 0.38 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES; S28°52'21"W, A DISTANCE OF 16.40 FEET; THENCE S24°32'32"W, A DISTANCE OF 7.63 FEET; THENCE S27°35'16"W, A DISTANCE OF 13.28 FEET; THENCE S22°13'35"3E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23°38'31"E ALONG SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE N26°04'47"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING.

HAVING AND AREA OF 4839.18 SQUARE FEET, .11 ACRES

Conceptual Development Plan (4 pages total)



Compliance with the Land Development Code may necessitate modifications to the conceptual plan.





SOILS MAP

**PARKER MYNCHENBERG
& ASSOCIATES, INC.**
PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
 PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

National Flood Hazard Layer FIRMette



Legend

SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, X, and V
	With BFE or Depth (Zone AE, AH, AO, VE, VE1, VE2)
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard: Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone X)
	Future Conditions 1% Annual Chance Flood Hazard (Zone X)
	Area with Reduced Flood Risk due to Levees. See Notes. (Zone X)
	Area with Flood Risk due to Levees (Zone D)
OTHER AREAS	NO SCREEN: Area of Minimal Flood Hazard (Zone X)
	Effective LOMAs
	Area of Undetermined Flood Hazard (Zone D)
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Tract
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Tract Baseline
	Profile Baseline
	Hydrographic Feature
MAP PANELS	Digital Data Available
	No Digital Data Available
	Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. If it is not valid as described below, the basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/17/2021 at 9:59 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and undetermined areas cannot be used for regulatory purposes.

FEMA MAP

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

Exhibit "C"

General Appearance of Mobile Retail Unit



Exhibit "D"
Catfish Commons Parking Allocation

Total Proposed Parking Provided per CDP

4009 Halifax Drive...63
4085 Ridgewood Avenue...77 (including new 3 story office/residential building site at 4147 Ridgewood Avenue)
4108 Halifax Drive...5
4075 Ridgewood Avenue...36

Total Spaces Provided...181

Parking Required per proposed use

Aunt Catfish's (4009 Halifax Drive)...91 (228 seats + 27 employees)
La Cantina...41 (4085 Ridgewood Avenue) (100 seats + 11 employees)
Loft Apartment...1 (4106 Halifax Dr)
Mobile Retail...3 (4085 Ridgewood Avenue)
Office w/ 4 residential units above...8 (4147 Ridgewood Avenue) (1.5 per 805 square feet and 1 per residential unit)
Marina...4 (4108 Halifax Drive) (1 parking space per 3 boat slips)
4075 Ridgewood multi-tenant commercial building (1 per 250 square feet)...35

Total Spaces Required...181

Exhibit "E"

Sign Design Options

Note: The Sign Design Options included are conceptual only and are intended to provide general examples of commercial signage that compliments and coordinates with the residential appearance of Halifax Drive. Final design drawings will be submitted for permitting at a later date.

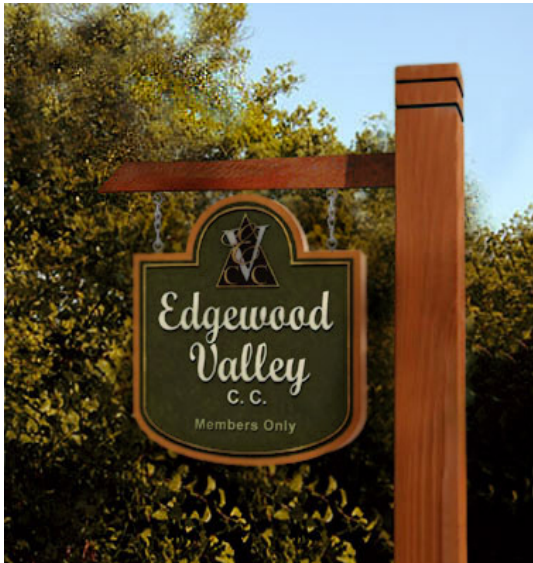


Exhibit “F”
Landscape Curb into Parking Space
(2 pages)



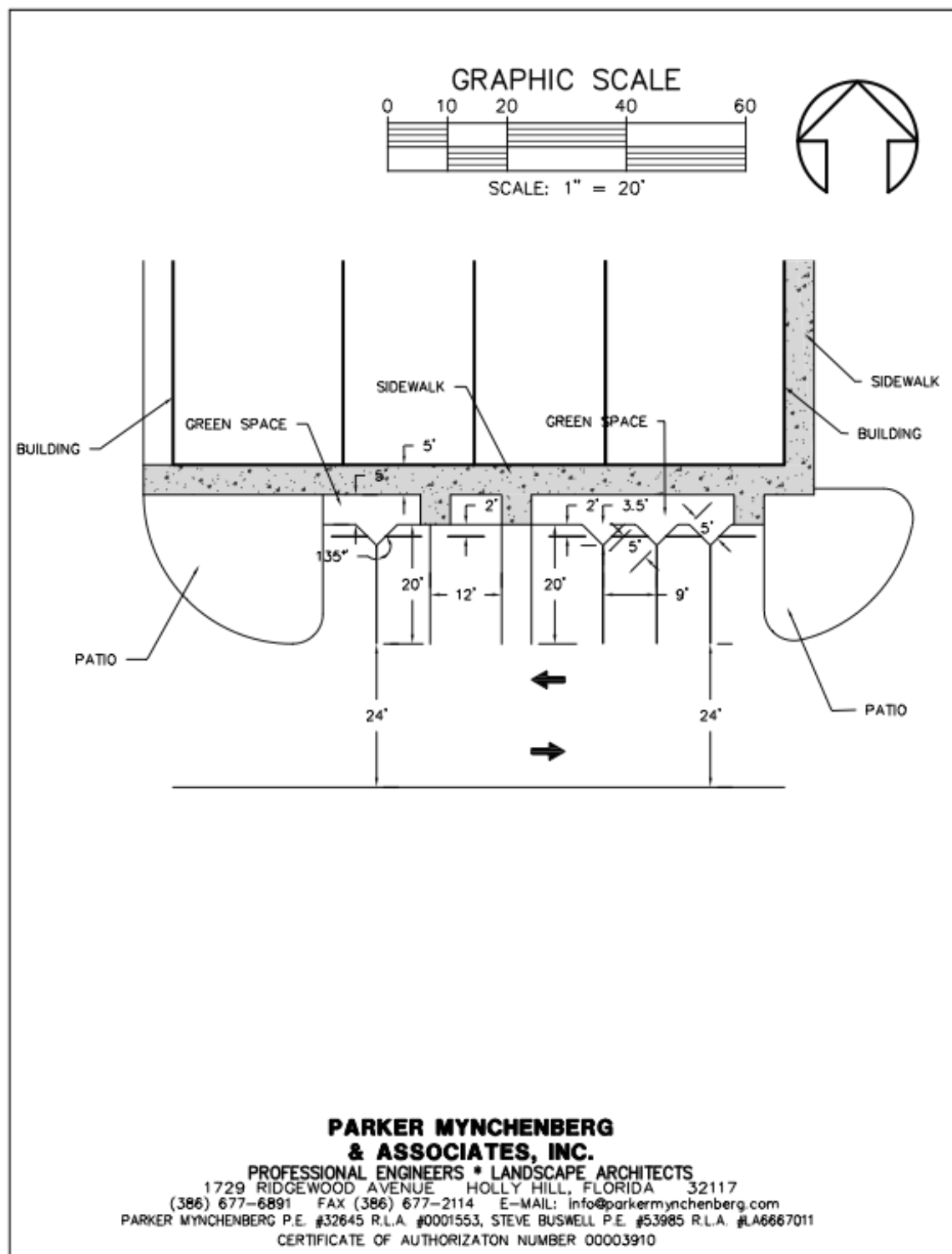


Exhibit "G"



5 PARCELS COMBINE WEST OF HALIFAX DRIVE
LEGAL DESCRIPTION

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6250 PAGE 4505, AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8057 PAGE 4666, AND ALL OF THE LAND LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,
DESCRIBED IN OFFICIAL RECORDS BOOK 6928 PAGE 1511,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6598 PAGE 1462, AND ALL OF THE LAND DESCRIBED IN
OFFICIAL RECORDS BOOK 7781 PAGE 4878,
ALL FIVE PARCELS BEING MORE FULLY DESCRIBED AS:
BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING
THENCE S 26°05'26" E A DISTANCE OF 142.22 FEET;
THENCE S 76°48'21" W A DISTANCE OF 181.53 FEET;
THENCE S 24°27'17" E A DISTANCE OF 137.06 FEET;
THENCE S 65°14'09" W A DISTANCE OF 114.88 FEET;
THENCE S 25°41'31" E A DISTANCE OF 79.77 FEET;
THENCE N 65°15'37" E A DISTANCE OF 296.71 FEET;
THENCE S 26°20'47" E A DISTANCE OF 75.00 FEET;
THENCE S 65°18'12" W A DISTANCE OF 152.63 FEET;
THENCE S 25°41'50" E A DISTANCE OF 70.23 FEET;
THENCE S 65°14'55" W A DISTANCE OF 96.58 FEET;
THENCE S 26°19'51" E A DISTANCE OF 39.95 FEET;
THENCE S 65°25'49" W A DISTANCE OF 191.93 FEET;
THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 0°01'18", AND A CHORD BEARING OF N 26° 30'15" W, CHORD LENGTH OF 44.55 FEET, THENCE N 26°36'54" W A DISTANCE OF 254.92 FEET;
THENCE N 21°43'31" W A DISTANCE OF 38.26 FEET, THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18'37", AND A CHORD BEARING OF N 16°26'05" E, CHORD LENGTH OF 165.94 FEET,
THENCE N 57°26'23" E A DISTANCE OF 124.09 FEET;
THENCE N 57°29'48" E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 142,491 SQUARE FEET, 3.27 ACRES

4108 HALIFAX DRIVE UPLAND PARCEL EAST
OF HALIFAX DRIVE LEGAL DESCRIPTION

ALL OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6928, PAGE 1511, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;
THENCE N 65°15'37" E ALONG SAID NORTH LINE OF OFFICIAL RECORD BOOK 6928, PAGE 1511, A DISTANCE OF 12.98 FEET;
THENCE S 25°24'07" E ALONG THE EAST FACE OF AN EXISTING CONCRETE SEAWALL, A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511; THENCE S 65°18'12" W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE;
THENCE N 26°20'47" W ALONG SAID EAST LINE OF HALIFAX DRIVE. A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 927 SQUARE FEET, 0.02 ACRES

4009 HALIFAX DRIVE UPLAND PARCEL EAST
OF HALIFAX DRIVE LEGAL DESCRIPTION

A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT-OF-WAY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S-421) RUN N57°37'14" E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET, THENCE S24°38'37" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62°03'04" E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S55°45'42" E, A DISTANCE OF 0.38 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES: S28°52'21" W, A DISTANCE OF 16.40 FEET; THENCE S24°32'32" W, A DISTANCE OF 7.63 FEET; THENCE S27°35'16" W, A DISTANCE OF 13.28 FEET; THENCE S22°13'35" E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23°38'31" E ALONG SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE N26°04'47" W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING.
HAVING AND AREA OF 4839.18 SQUARE FEET, .11 ACRES

LAND USE CALCULATION:

SITE AREA = 5 COMBINED PARCELS = 3.27 AC
SITE AREA PARCEL A = 0.11 AC
SITE AREA PARCEL G = 0.02 AC

TOTAL SITE AREA PARCELS A-G = 3.40 AC

PARCEL A & C #630311010030, #630311010022 = 27,179 SF (0.62 AC)
EXISTING PAVEMENT = 20,575 SF (0.47 AC)

TOTAL IMPERVIOUS AREA = 20,575 SF (0.47 AC) = 92.15%
TOTAL OPEN SPACE AREA = 1,752 SF (0.04 AC) = 7.85%

PARCEL B #630311010012 = 47,693 SF (1.09 AC)
PROPOSED PAVEMENT = 25,229 SF (0.58 AC)
PROPOSED PAVERS = 613 SF (0.01 AC)
PROPOSED CONCRETE = 476 SF (0.01 AC)
PROPOSED BUILDING = 6,512.5 SF (0.15 AC)

TOTAL IMPERVIOUS AREA = 32,830.5 SF (0.75 AC) = 68.83%
TOTAL OPEN SPACE AREA = 14,862.5 SF (0.34 AC) = 31.16%
TOTAL BUILDING COVERAGE = 6,512.5/47,693 = 13.65%

PARCEL D #634104050020 = 55,236 SF (1.27 AC)
EXISTING PAVEMENT = 27,324 SF (0.63 AC)
EXISTING CONCRETE = 2,452 SF (0.06 AC)
EXISTING BUILDING = 7,090 SF (0.16 AC)
PROPOSED PAVEMENT = 550 SF (0.01 AC)
PROPOSED CONCRETE = 155 SF (0.003 AC)

TOTAL IMPERVIOUS AREA = 37,571 SF (0.86 AC) = 68.02%
TOTAL OPEN SPACE AREA = 17,665 SF (0.41 AC) = 31.98%
TOTAL BUILDING COVERAGE = 7,090 SF/55,236 = 12.84%

PARCEL F #634104030010 = 7,606 SF (0.17 AC)
PROPOSED PAVEMENT = 2,148 SF (0.05 AC)
PROPOSED CONCRETE = 249 SF (0.006 AC)
PROPOSED BUILDING = 1,610 SF (0.04 AC)

TOTAL IMPERVIOUS AREA = 4,007 SF (0.09 AC) = 52.68%
TOTAL OPEN SPACE AREA = 3,599 SF (0.08 AC) = 47.32%
TOTAL BUILDING COVERAGE = 1,610/7,606 = 21.17%

PARCEL E & G #634104050050 = 10,810 SF (0.25 AC)
EXISTING CONCRETE = 2,740 SF (0.06 AC)
EXISTING BUILDINGS = 2,124 SF (0.05 AC)

TOTAL IMPERVIOUS AREA = 5,774 SF (0.13 AC) = 53.41%
TOTAL OPEN SPACE AREA = 5,036 SF (0.12 AC) = 46.59%
TOTAL BUILDING COVERAGE = 2,124/10,810 = 19.65%

LAND USE SUMMARY:

TOTAL COMBINED SITE AREA = 148,524 SF (3.40 AC)
TOTAL IMPERVIOUS AREA = 100,757.5 SF (2.31 AC) = 67.84%
TOTAL OPEN SPACE AREA = 42,814.5 SF (1.09 AC) = 32.16%
TOTAL BUILDING COVERAGE = 17,336.5/142,762 = 12.14%

NOTES:

1). COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN PER LDC CHAPTER 17, SECTION 18(G)(2)(K).

ENGINEER/LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
EMAILS: info@parkermynchenberg.com
bsbuswell@parkermynchenberg.com

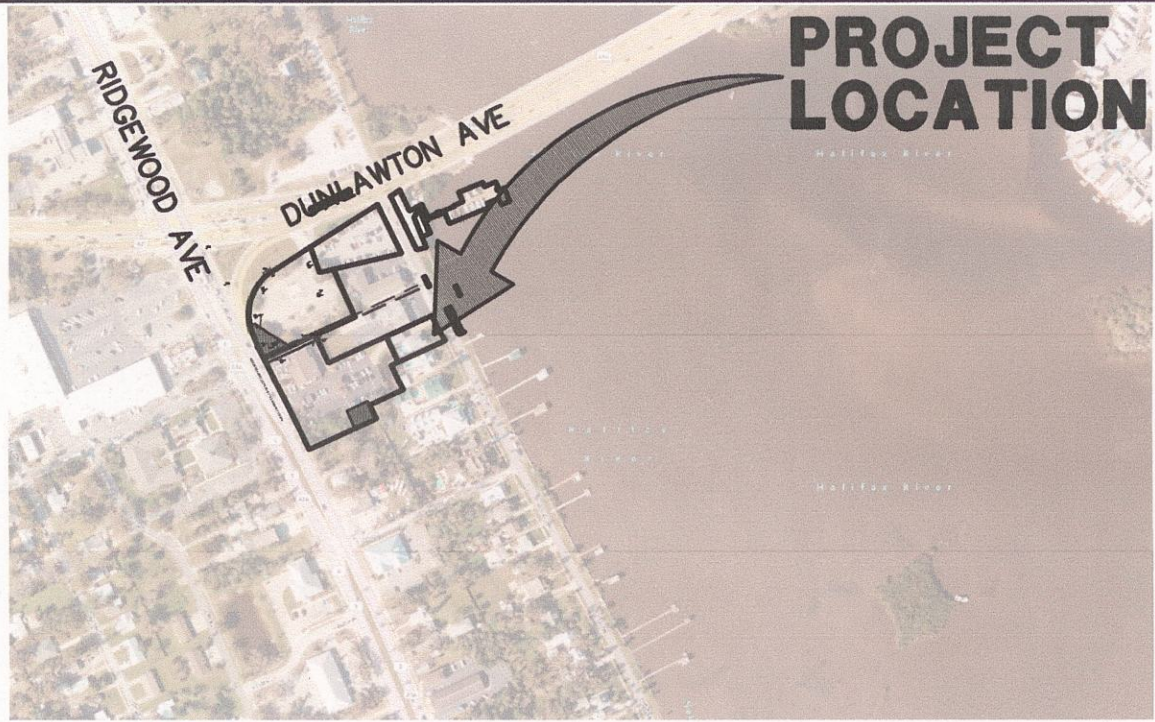
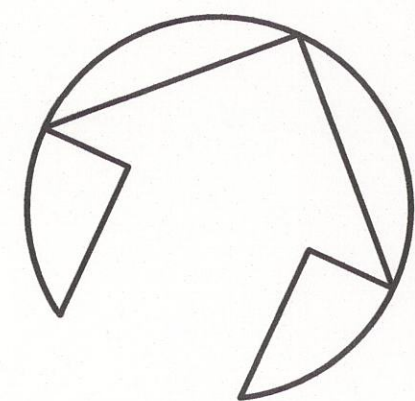
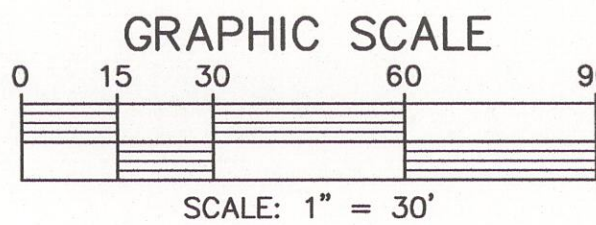
ARCHITECT:

BPF DESIGN
BRIAN FREDLEY
207 FAIRVIEW AVENUE
DAYTONA BEACH, FLORIDA 32114 PHONE:
(386) 257-0502
FAX: (386) 257-1050
E-MAIL: BPFDESIGN@CFL.RR.COM

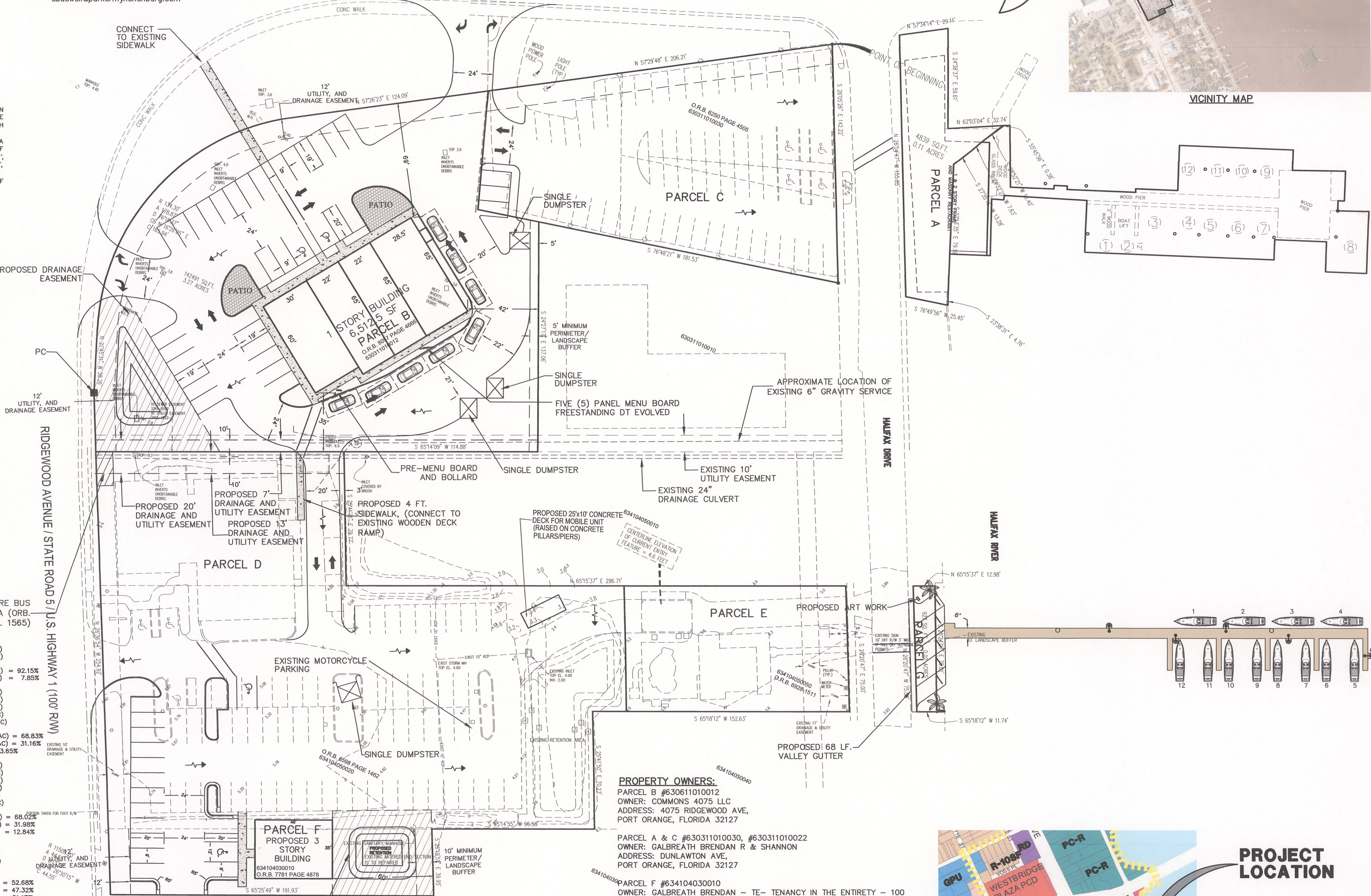
SURVEYOR:

CULLUM LAND SURVEYING, INC.
5889 S. WILLIAMSON BLVD. #205
PORT ORANGE, FL 32128
ph: 386-761-7666
fax: 386-761-7909
GREGGC@CULLUMLANDSURVEYING.COM

DUNLAWTON AVENUE (R/W VARIES)
APPROACH TO PORT ORANGE BRIDGE (DEED)



VICINITY MAP



PROPERTY OWNERS:

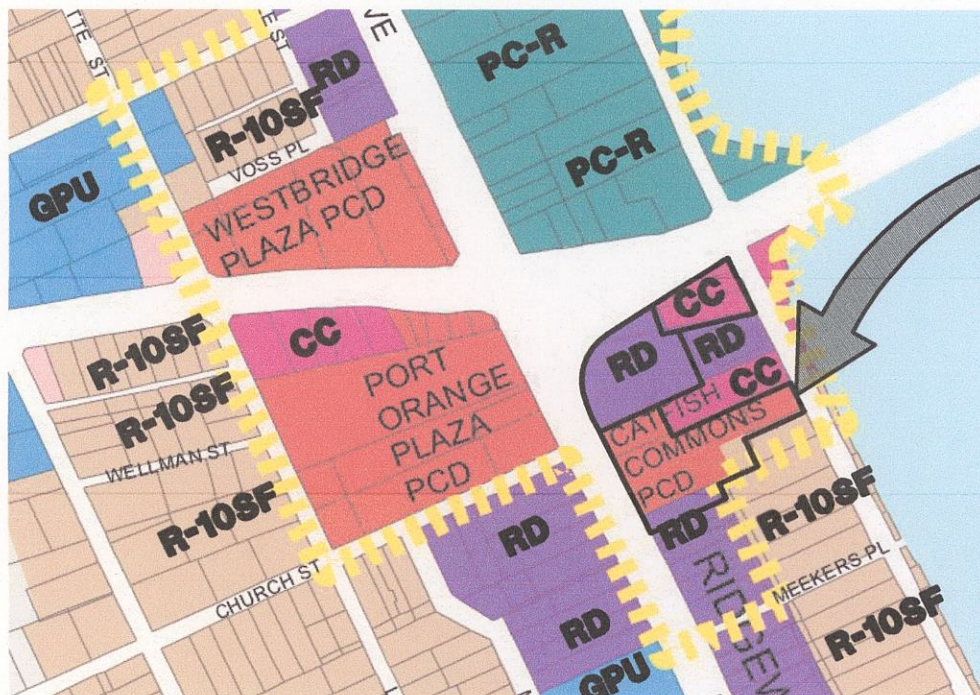
PARCEL B #630611010012
OWNER: COMMONS 4075 LLC
ADDRESS: 4075 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL A & C #630311010030, #630311010022
OWNER: GALBREATH BRENDAN R & SHANNON
ADDRESS: DUNLAWTON AVE,
PORT ORANGE, FLORIDA 32127

PARCEL F #634104030010
OWNER: GALBREATH BRENDAN R - TE- TENANCY IN THE ENTIRETY - 100
GALBREATH SHANNON - TE - TENANCY IN THE ENTIRETY - 100
ADDRESS: 4147 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL D #634104050020
OWNER: GALBREATH BRENDAN & SHANNON - 100
ADDRESS: 4085 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL E & G #634104050050
OWNER: GALBREATH BRENDAN R - TE- TENANCY IN THE ENTIRETY - 100
GALBREATH SHANNON M - TE - TENANCY IN THE ENTIRETY - 100
ADDRESS: 4108 HALIFAX DR,
PORT ORANGE, FLORIDA 32127



PROJECT LOCATION

GPU Government/Public Use
PC-R Planned Community-PO Riverwalk
CC Community Commercial
RD Ridgewood Development
R-10SF Single Family Residential
Riverwalk Overlay District

PARKER MYNCHENBERG
& ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
PARKER MYNCHENBERG P.E. #32645, STEVE BUSWELL P.E. #46667011
CERTIFICATE OF AUTHORIZATION NUMBER 00003910

CATFISH COMMONS

PORT ORANGE * FLORIDA

CONCEPTUAL SITE PLAN

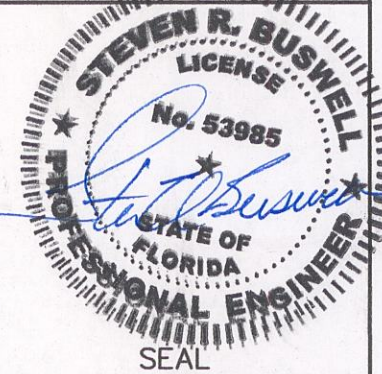
1
SHEET NO.

Drawn By: M .GRECO

Date:

JOB #

SCALE: 1"= 30'





STAFF REPORT

PCD Rezoning/Catfish Commons
Master Development Agreement and Conceptual
Development Plan
CASE NO. 21-65000002

REQUEST:	Rezone +/- 1.88 acres to Catfish Commons Planned Commercial Development (PCD) and approve the Restatement to the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	4009 Halifax Dr., 4106 Halifax Dr. 4108 Halifax Dr., 4075 Ridgewood Ave., 4085 Ridgewood Ave., and 4147 Ridgewood Ave. (Location Map - Figure 1)
PROPERTY OWNERS AND APPLICANTS:	Brendan and Shannon Galbreath and Commons 4075, LLC
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval, subject to approval of the policy issues.
PLANNING COMMISSION:	Recommended Approval 6-0 (April 28, 2022)
CITY COUNCIL:	May 17, 2022

INTRODUCTION

The property owners are requesting to rezone ± 1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD) and add the ± 1.88 acres into the existing Catfish Commons Planned Commercial Development (PCD), along with approval of the Restated Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The current PCD area is ± 1.52 acres and includes the following properties: 4085 Ridgewood Avenue and 4106/4108 Halifax Drive. If approved, the overall area of the PCD would expand to 3.40 acres and the Restatement of the Master Development Agreement (MDA) would provide the framework for development within the expanded PCD.

Figure 1. Location Map



DISCUSSION

The proposed Restatement to the Catfish Commons Master Development Agreement (MDA) and Conceptual Development Plan (CDP) would establish the following (See Exhibit 1 – Restated Catfish Commons MDA and CDP):

1. Development framework for a multi-tenant commercial building with a drive-thru at the northwest corner (4075 Ridgewood Avenue) of the PCD;
2. Development framework for a three-story mixed-use building with 4 residential units above ground floor office and retail, at the southwest corner (4147 Ridgewood) of the PCD;
3. Incorporate the Aunt Catfish's on the River restaurant property at 4009 Halifax Drive and its associated parking lot into the PCD area;
4. Maintain the existing developments at 4085 Ridgewood Avenue, which is currently the La Cantina Cocina restaurant, and 4106/4108 Halifax Drive which currently is developed with a single-family residence and a garage apartment; and
5. Development framework for a future 12-slip marina in front of the property at 4106/4108 Halifax Drive

The Catfish Commons PCD was approved in 2012 (Case No. 12-65000001) to provide the framework for a multi-use commercial project that provides opportunity for a commercial development along with non-motorized watercraft activities, farmers market, and an outdoor entertainment and staging area for special events. The PCD was amended in 2019 (Case No. 19-40000001) to allow a mobile retail unit to be located at 4085 Ridgewood Avenue, a residential unit above the entry feature at 4106 Halifax Drive to serve as a residence for any business owner/manager of a business within the PCD, and to waive fees associated with future amendments to the MDA or CDP for the PCD property.

According to the property owners, the request for the Restatement of the MDA and CDP is to add property into the PCD and create a cohesive development that utilizes existing infrastructure on the developed properties including buildings, parking, driveways, and utilities and provides opportunity for new development within the PCD and provide additional connection points into and between the properties within the PCD.

A Future Land Use (FLU) Amendment (Case No. 21-20000002) is being processed concurrently with the rezoning application to change the FLU designation at 4085 Ridgewood Avenue and 4147 Ridgewood Avenue from *Commercial* to *Mixed-Use Center* to allow for the development of a three-story mixed-use building with 4 residential units above ground floor office and retail. The PCD is compatible with the current *Commercial* FLU designation and the *Mixed-Use Center* FLU designation. The surrounding land uses, FLU designations and zoning classifications are identified in Table 1

Table 1. Surrounding Land Uses, FLU Designations, and Zoning Districts

Direction	Existing Land Use	FLU Designation	Zoning District
North	Vacant & Dunlawton Ave. right-of-way	<i>Planned Community</i>	Planned Community - Riverwalk
South	Vacant Commercial and Single Family Residential	<i>Commercial</i>	Ridgewood Development (RD) and Neighborhood Preservation (NP)
East	Multi-Family Apartments, Maloney Funeral Home and Single-family Residential Halifax River	<i>Commercial</i>	Ridgewood Development (RD), Community Commercial (CC), and Neighborhood Preservation (NP)
West	Commercial	<i>Commercial</i>	Planned Commercial Development (PCD), and Ridgewood Development (RD)

The current and proposed FLU designations and zoning classifications are graphically depicted in Figures 2 and 3.

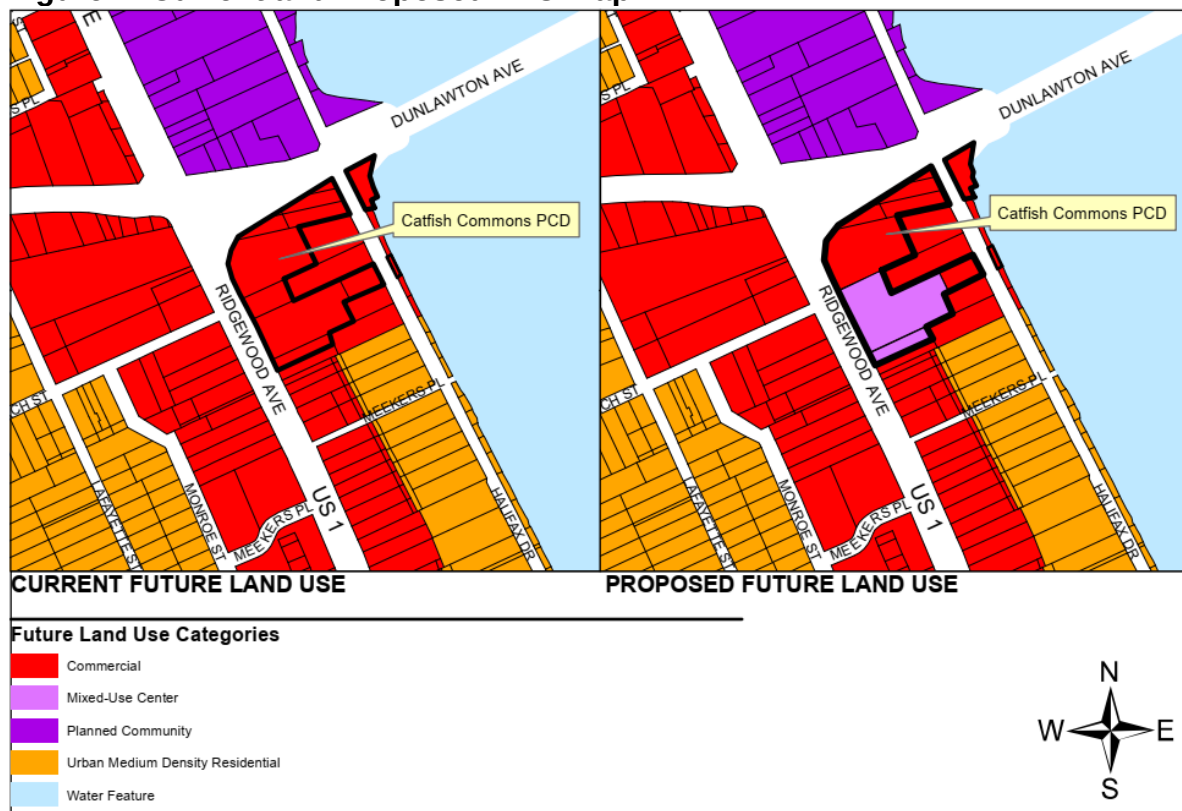
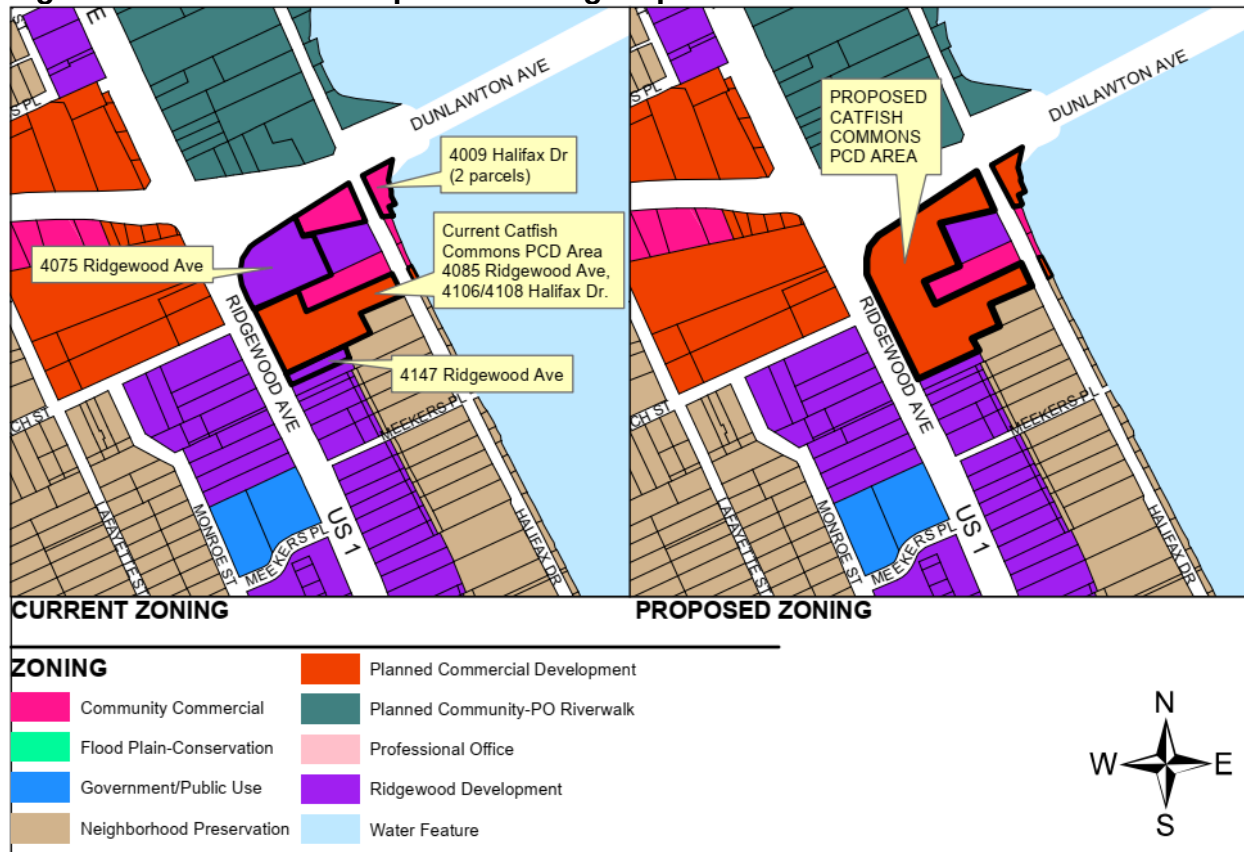
Figure 2. Current and Proposed FLU Map

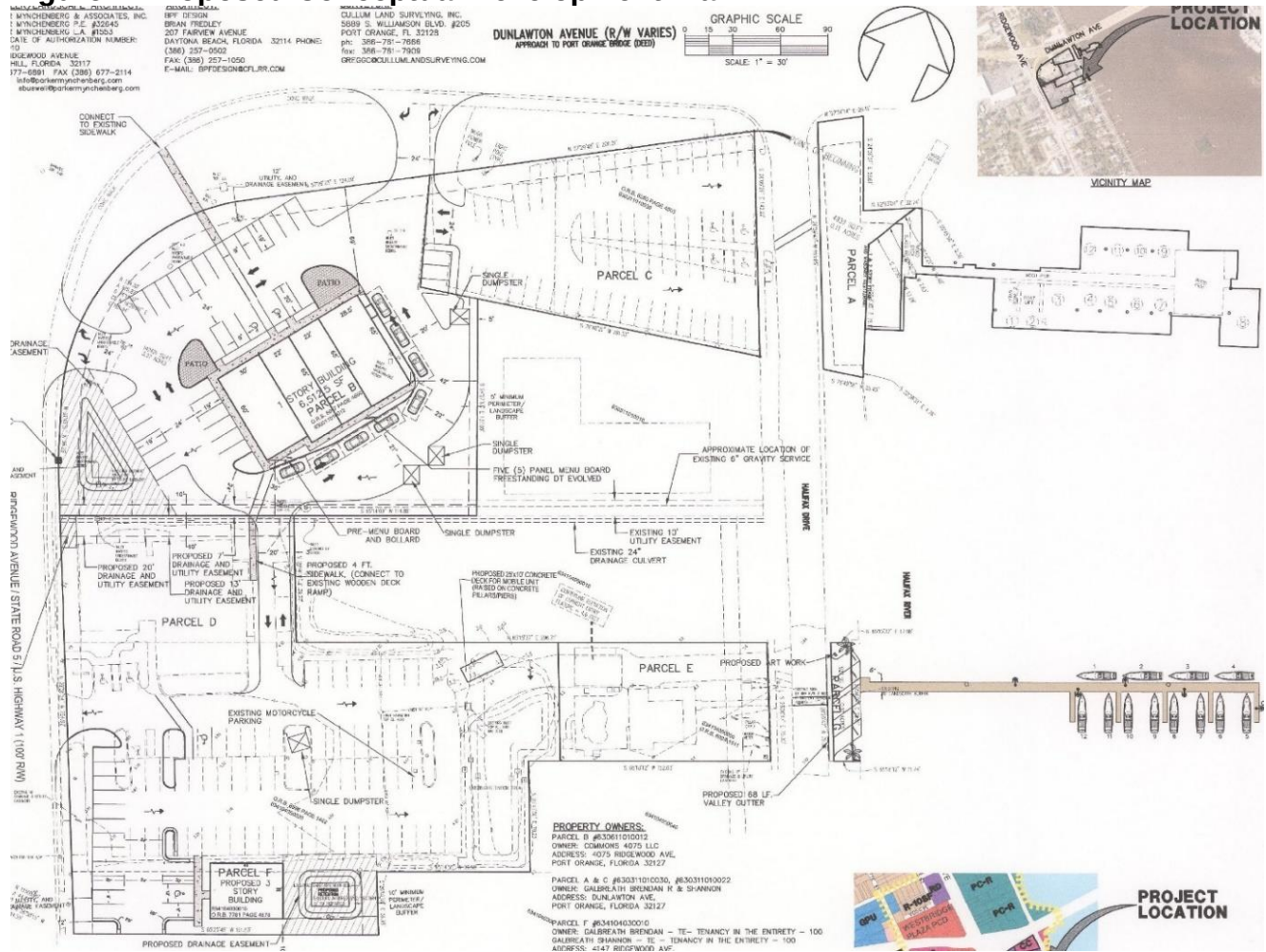
Figure 3. Current and Proposed Zoning Map

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and the Catfish Commons PCD MDA and CDP are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

DEVELOPMENT PROPOSAL

The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, parking dimensional requirements, landscape buffers, utilities, and drainage areas. The use of the Planned Commercial Development (PCD) zoning rather than conventional zoning is to allow the flexibility in landscape buffer size along Dunlawton Avenue, building setbacks, off-site signage, and 12-slip marina. However, as typical with PCDs, there are deviations from the LDC as part of the proposed Restated Catfish Commons MDA and CDP which are further discussed in the report.

Figure 4. Proposed Conceptual Development Plan



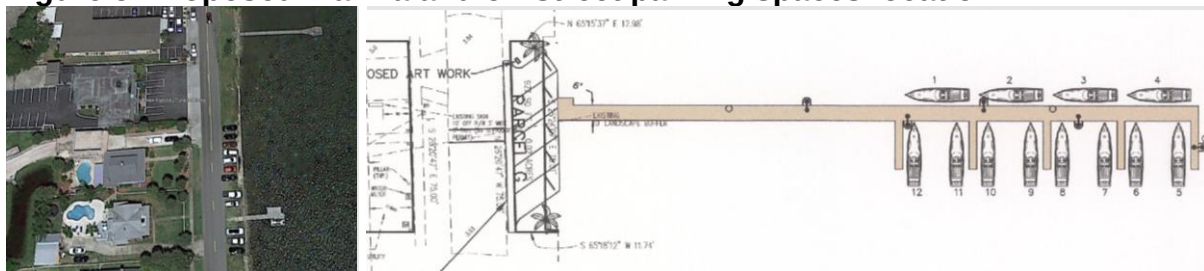
Permitted Uses

The proposed permitted uses for the PCD include uses allowed in the Ridgewood Development (RD) district for the Aunt Catfish's on the River property and the 4075 Ridgewood Avenue property which allows for general retail, office, and restaurant uses typically established along the Ridgewood Corridor (Exhibit 2 – Permitted Uses) The 4075 Ridgewood Avenue property is located in the Riverwalk Overlay District (ROD) and according to the ROD a drive-thru facility can be permitted if approved by City Council as part of a PCD. The proposed MDA allows for one drive thru on the 4075 Ridgewood Avenue property. The proposed CDP shows this property developed as a multi-tenant building with one drive-thru end cap tenant. *The request for a drive-thru at 4075 Ridgewood Avenue is a policy issue.* The drive-thru will be required to comply with the width, stacking, and screening requirements in the LDC.

The permitted uses for the 4085 Ridgewood Avenue and 4147 Ridgewood Avenue properties are the same uses allowed in Mixed-Use Center (MXU) zoning district which allows for a combination of commercial, office and residential uses (Exhibit 3 – Permitted Uses). The MDA restricts the number of residential units at the 4147 and 4085 Ridgewood Avenue property to a maximum of four (4) units.

The permitted uses for the property at 4106/4108 Halifax Drive have been updated to include marina to the previously approved list of use in the Catfish Commons MDA. The current permitted uses include a single-family residence, garage apartment, restaurant (no-drive thru), ice cream shop, retail, professional and medical office, and bed and breakfast inn. The restated MDA limits the number of boat slips to 12 and prohibits overnight live-aboard vessels and the sale of gas. *Adding a marina with up to 12-slips to the list of permitted use at 4106/4108 Halifax Drive is a policy issue.* All future development plans for the marina will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and required to comply with the Volusia County Manatee Protection Plan, Florida Department of Environmental Protection, and any other applicable local, state, and federal laws (Figure 5).

Figure 5. Proposed marina and on-street parking spaces location



Dimensional Requirements

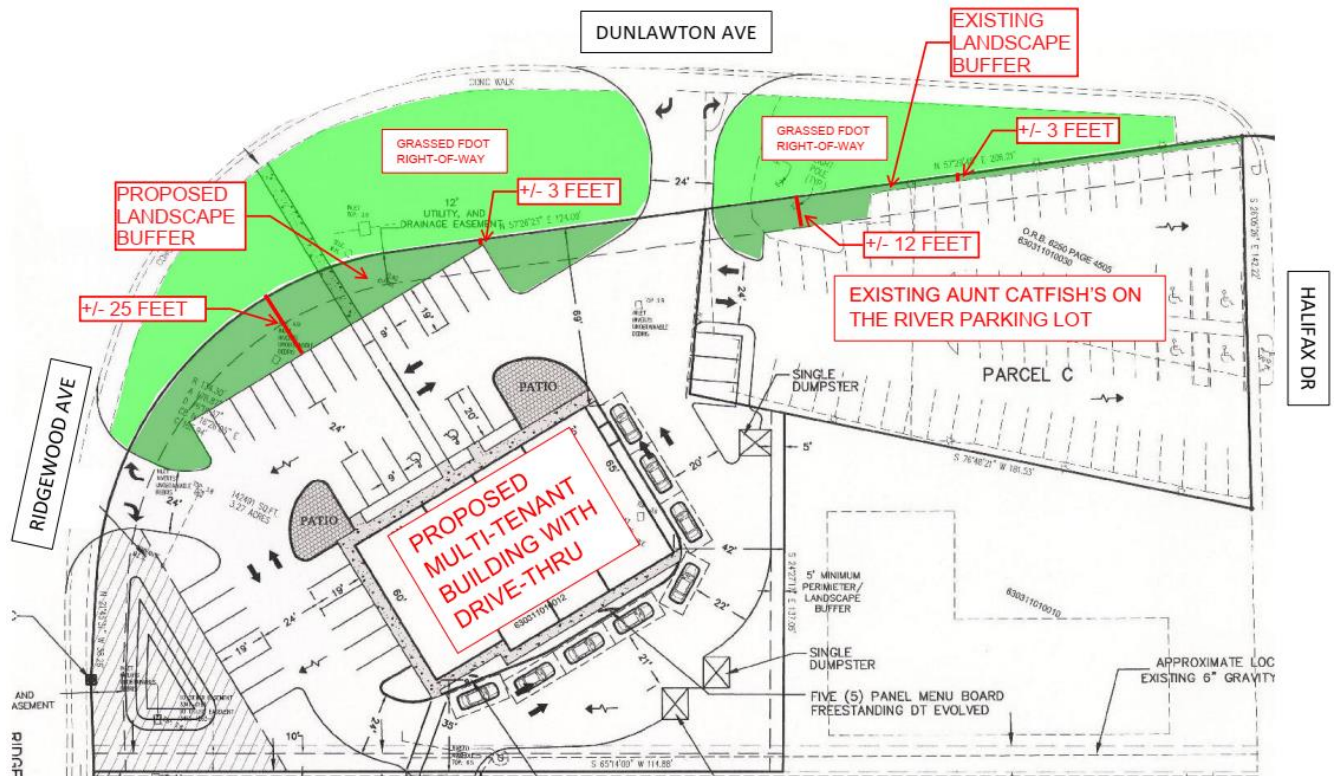
The proposed MDA provides the dimensional requirements for any new development and establishes the existing setbacks for the existing Aunt Catfish's on the River restaurant building as the required setbacks on that property. *Allowing the existing setbacks for the Aunt Catfish's on the River property to maintain reduced building setbacks is a policy issue.* The restated MDA maintained building setbacks in the previously approved Catfish Commons MDA for the existing buildings at 4106/4108 Halifax Drive and 4085 Ridgewood Avenue (La Cantina Cocina Mexicana Restaurant). The proposed maximum building coverage, minimum open space, building setbacks, and building height are generally comparable to similar City standard commercial zoning districts (see Table 1).

Landscaping and Tree Preservation

The proposed PCD will comply with the landscaping and tree preservation requirements of the LDC, except for the Dunlawton Avenue right-of-way landscape buffer. The LDC requires a 20-foot landscape buffer along the Dunlawton Avenue right-of-way; however, due to site constraints and configuration and existing site improvements, the proposed landscape buffer along Dunlawton Avenue would vary in width from ± 3 feet to ± 25 feet instead of the required uniform width of 20 feet from the right-of-way line (Figure 6). According to the MDA, the landscaping material required to meet the minimum requirements in the LDC for a 20-foot-wide landscape buffer will still be provided in the proposed Dunlawton Avenue right-of-way landscape buffer and will consist of a mix of palm trees, understory trees, and shrubs to visually enhance the site and to provide vehicular screening. Therefore, the amount of landscaping installed will not deviate from the LDC, only the width of the landscape buffer at certain areas of the project. *The varied*

landscape buffer instead of the 20-foot landscape buffer along Dunlawton Avenue is a policy issue.

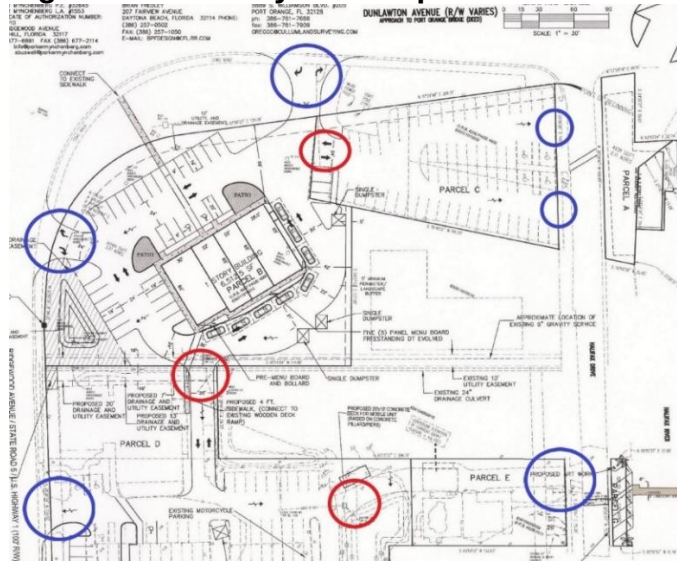
Figure 6. Proposed and existing Dunlawton landscape buffer areas



Parking and Access

Access to the development will be provided from existing driveways located on Dunlawton Avenue, Ridgewood Avenue, and Halifax Drive. As shown on the CDP, there are modifications proposed to some of the driveways to comply with driveway width and radii requirements in the LDC and requirements from FDOT. Access from Dunlawton Avenue and Ridgewood Avenue are under FDOT's jurisdiction. The proposed MDA requires cross-access between the parking areas of the PCD to allow for better traffic to flow within the PCD property without accessing the adjacent roadways and to provide multiple points to enter and exit the PCD. Figure 7 shows the existing ingress/egress access points in blue and proposed and existing cross-access connection points in red.

The proposed parking for the existing and future buildings will comply with the parking ratio, shared parking between uses and properties, standard parking size dimensions, drive-thru stacking, and drive aisle width requirements of the LDC of the previously approved Catfish Commons MDA.

Figure 7. Driveway access points and cross-connection points within the PCD

In addition to the on-site parking spaces provided, the MDA proposes five (5) parking spaces to be added within the Halifax Drive right-of-way for visitors accessing the 12-slip marina. The proposed parking spaces will be angled along the northbound lanes of Halifax Drive. Halifax Drive is a 25 MPH, two-lane right-of-way that vehicles currently park along at various locations. These spaces are not anticipated to be high-turnover spaces where vehicles would be continuously accessing and exiting, but rather vehicles are likely to park once for the day or half-day. Currently, the LDC does not permit parking spaces to back directly into a right-of-way. The parking spaces would be in the general area that vehicles shown in the aerial photograph (Figure 8) were parked temporarily when the driveway connecting Halifax Drive to 4085 Ridgewood Avenue was closed to traffic while the garage apartment structure on 4106 Halifax Drive was under construction. Currently this area is roped off from vehicle parking (Figure 8). *Approval of the five (5) on-street parking spaces is a policy issue.*

Figure 8. Proposed marina and on-street parking spaces location

Architecture and Signage

The architecture style for the PCD is a general Florida Vernacular style with features such as metal roofs, hardiboard siding, and other decorative elements typical of coastal architecture (Figure 9). All new buildings built in the PCD will be designed to comply with the Florida Vernacular architecture style along with the architectural standards in the LDC for non-residential buildings. Existing buildings within the PCD will remain in their current

state, but if these existing buildings are redeveloped the exterior will need to comply with the Florida Vernacular architecture style along with the architectural standards in the LDC for nonresidential buildings.

Figure 9. Architectural Rendering of the proposed building at 4075 Ridgewood Ave. and Florida Vernacular style.



The PCD will comply with the signage requirements of the LDC, except for off-site signage. The MDA proposes to allow any business within the PCD to have signage on other parcels within the PCD, subject to the sign complying with the LDC in terms of height, number of panels, sign area, etc. This allows signage to be placed along cross-access drives or roadway access points to direct traffic coming off Ridgewood Avenue, Dunlawton Avenue, and Halifax Drive to the businesses within the PCD (Figure 10). *Allowing off-site signage to advertise businesses within the PCD is a policy issue.*

Figure 10. Existing off-site signage



The MDA also specifies that Aunt Catfish's on the River is permitted to install a tenant panel on the monument sign in front of the multi-tenant building at 4075 Ridgewood Avenue. The proposed sign would be required to be designed to meet the multi-tenant

freestanding sign requirements (height, number of panels, landscaping, setbacks, and architectural design) as provided in the LDC. The applicants state that due to the minimal space along Dunlawton Avenue, in front of Aunt Catfish's on the River, a monument sign cannot be installed. Therefore, to advertise Aunt Catfish's on the River to vehicular traffic using Dunlawton Avenue and Ridgewood Avenue, the applicant would like the ability to advertise on the multi-tenant sign located at 4075 Ridgewood Avenue. *Allowing off-site signage for Aunt Catfish's on the River on the multi-tenant sign located at 4075 Ridgewood Avenue is a Policy Issue.*

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A Future Land Use (FLU) Amendment (Case No. 21-20000002) is being processed concurrently with the rezoning application to change the FLU designation at 4085 Ridgewood Avenue and 4147 Ridgewood Avenue from *Commercial* to *Mixed-Use Center* to allow for the development of a three-story mixed-use building with 4 residential units above ground floor office and retail. The remaining portion of the PCD area has a FLU designation of *Commercial*. The PCD is compatible with the current *Commercial* FLU designation and the *Mixed-Use Center* FLU designation.

The proposed PCD rezoning and restated MDA is generally consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan and supports infill redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools).

The proposed PCD is also consistent with the Ridgewood Corridor Plan as it promotes the redevelopment of properties in one of the identified Waterfront Linkage Zones, a long-term strategy listed in the plan (Figure 11). The proposed MDA and CDP will combine lots for redevelopment, create additional cross-access between parcels, and provide opportunities for new businesses which are also strategies identified in the plan.

Figure 11. Waterfront Linkage Zone from Ridgewood Corridor Plan



PUBLIC NOTICE

On October 15, 2021, staff posted the property notifying the public of the proposed amendment. As of the time this agenda item was prepared, staff has received one general inquiry phone call regarding the proposed rezoning or MDA Restatement. There were no concerns from the caller.

RECOMMENDATION

Staff recommends approval of the rezoning of the properties at 4009 Halifax Drive from Community Commercial (CC), and properties at 4075 Ridgewood Avenue and 4147 Ridgewood Avenue from Ridgewood Development (RD), to Planned Commercial Development (PCD), and approval of the Restatement of the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to the approval of Future Land Use Amendment Case No. 21-20000002, and subject to the six (6) policy issues:

1. Allow a drive-thru for the proposed building at 4075 Ridgewood Avenue;
2. Allow marina to be added to the list of permitted uses at 4108 Halifax Drive;
3. Establishing building setbacks for Aunt Catfish's on the River restaurant building equal to the current setbacks of the building;
4. Allow a varied width landscaping buffer along Dunlawton Avenue;
5. Allow five (5) on-street parking spaces along Halifax Drive; and
6. Allow off-site signage for businesses within the PCD area.

ATTACHMENTS

Exhibit 1 – See Ordinance Exhibit

Exhibit 2 – Permitted Uses for the Ridgewood Development (RD) Zoning District

Exhibit 3 – Permitted Uses for the Mixed-Use Center (MXU) Zoning District

Exhibit 2

Permitted Uses for the Ridgewood Development (RD) and Mixed-Use Center (MXU) zoning district

Chapter 17, Section 25: - Ridgewood development (RD) district.

Permitted uses.

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Athletic/sports facilities.
- (4) Auction houses.
- (5) Banks.
- (6) Boat sales.
- (7) Business services.
- (8) Clubs, lodges, and fraternal organizations.
- (9) Commercial/industrial equipment and supplies.
- (10) Convenience stores with or without fuel operations.
- (11) Equipment rental.
- (12) Financial services.
- (13) Fleet-based services.
- (14) Fortunetellers, astrologers, and palm readers.
- (15) Funeral homes.
- (16) Furniture and appliance stores.
- (17) Greenhouses and nurseries (wholesale and retail).
- (18) Health/exercise club.
- (19) Hotels.
- (20) Houses of worship.
- (21) Laboratory, research and development.
- (22) Maintenance contractors.
- (23) Manufacturing: craftsman shops.
- (24) Manufacturing, limited.
- (25) Medical offices/clinics.
- (26) Mobile home sales.
- (27) Motor vehicle sales.
- (28) Motor vehicle service centers.
- (29) Motor vehicle service stations.
- (30) Offices.
- (31) Pawn shops.
- (32) Personal services.
- (33) Restaurants.
- (34) Retail home building materials.
- (35) Retail sales and services.
- (36) Tattoo establishment.
- (37) Taxidermy.
- (38) Theaters.
- (39) Veterinary clinics.
- (40) Wholesalers and distributors.
- (41) Xerographic and offset printing.

(bb) Permitted uses with special development requirements (chapter 18, [section 4](#)).

- (1) Assisted living facilities (subsection 1).

- (2) Brewery (subsection 3.7).
- (3) Child care centers (subsection 4).
- (4) Community gardens (subsection 5.1).
- (5) Construction and home improvement contractor (subsection 5.12).
- (6) Craft food and beverage producer (subsection 5.15).
- (7) Microbrewery (subsection 9.57).
- (8) Nursing homes (subsection 10).

(c) *Special exception uses (chapter 18, [section 3](#)).*

- (1) Bars, lounges and night clubs (subsection 3).
- (2) Boat repair, engine (chapter 18, paragraph 3(b)(3.5)).
- (3) Farmers/flea markets (subsection 5.5).
- (4) Game/recreation facilities (subsection 7).
- (5) Manufacturing: fabrication.
- (6) Marina, recreational (subsection 9.6).
- (7) Mini-warehouses (subsection 10).
- (8) Motor vehicle repair facilities (subsection 13).
- (9) Multifamily dwellings (16 units per gross acre maximum allowable density) (subsection 14).

(d) *Reserved.*

(e) *Special landscape provisions.*

(1) Special landscape provisions for development within this district are described in [chapter 13](#), specifically subsection 3(c), subsection 3(d)(3), subsection 3(e), subsection 4(b) and subsection 5(d).

(f) *Special signage provisions.* Special signage provisions for development within this district are described in [chapter 15](#), specifically subsection 6(b) and subsection 7(c)(1)(b).

(g) *Special vehicular use provisions.* The use of alternative surfaces for parking and other vehicular use areas shall be permitted as provided in subsection 6(f)(3) of [chapter 12](#) of this Code.

(h) *Special owner-occupancy provisions.* The residential occupancy by a business owner and the owner's family of a structure being used for a permitted use or permitted use with special development requirements shall be permitted as provided in subsection 2(d) of [chapter 20](#) of this Code.

Exhibit 3
Permitted Uses for the Mixed-Use Center (MXU) zoning district

Chapter 17, Section 32: - Mixed Use Center (MXC) district.

Mix of uses. The allowable distribution of uses within each mixed-use center unified development will be within the following ranges:

Commercial (not including office)	50%—90%
Office	10%—90%
Residential	0%—50%
Institutional	0%—35%

Permitted uses.

(1) *Principal uses:* All uses in this list shall be permitted within the MXC district. Uses are categorized based on similar impacts and to ensure diversity of uses. Those uses with special development requirements are identified with an asterisk (*). These special development requirements are identified in [Chapter 18, Section 4](#).

(a) *Commercial category.*

- (1) Banks.
- (2) Bars, lounges, and nightclubs *.
- (3) Brewery*.
- (4) Craft food and beverage producer*.
- (5) Game/recreation facility.
- (6) Health/exercise clubs *.
- (7) Marina, Recreational *.
- (8) Microbrewery*.
- (9) Office supplies.
- (10) Personal services.
- (11) Restaurants.
- (12) Retail sales and service.

(b) *Office category.*

- (1) Business services.
- (2) Financial services.
- (3) Medical office/clinics.
- (4) Offices.
- (5) Public park and associated facilities. (This is a supportive use to the principal uses listed. It is allowed by right, but shall not count towards the minimum permitted mix of uses.)
- (6) Veterinary clinics.

(c) *Residential category.*

- (1)-(3) Reserved.
- (4) Multifamily dwelling (16 units per gross acre maximum allowable density).
- (5) Live-work units *.
- (6) Bed and breakfast inn.

(d) *Institutional category.*

- (1) Child care centers *.
- (2) House of worship.
- (3) Private schools.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (H17) First Reading - Ordinance No. 2022-13 - Administrative Small-Scale Comprehensive Plan Future Land Use Map Amendment/5360 Dubois Ave. (Case No. 22-20000002)

DEPARTMENT: Community Development

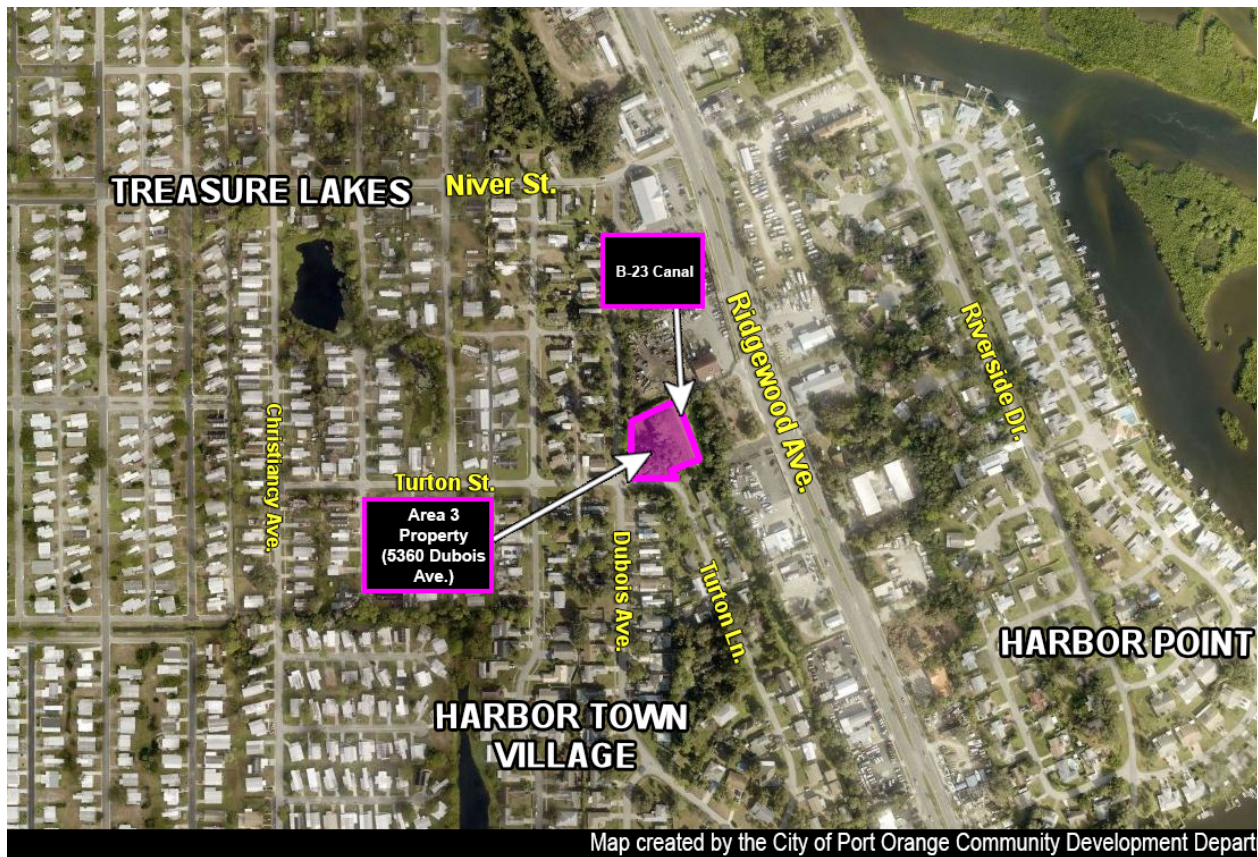
GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-13, amending the Future Land Use designation of ±0.81 acres, located at 5360 Dubois Avenue, from *Commercial* to *Urban Medium Density Residential* (4-8 Units/Acre), and authorizing staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (4/28/2022): Recommended Approval (Vote 6-0)

The proposed administrative Future Land Use (FLU) map amendment is to change the FLU designation of ±0.81 acres from *Commercial* to *Urban Medium Density Residential* (4-8 units/acre). The subject property is located at the northeastern corner of Dubois Avenue and Turton Street. The proposed FLU amendment is being processed concurrently with an application to rezone the subject property from Ridgewood Development (RD) to Mobile Home Residential (RMH) so it is compatible with the surrounding area. The property owners of the subject property have signed an affidavit authorizing the City to act as the applicant to change the FLU designation of the subject property.

The subject property is currently vacant and has historically been designated as *Commercial* on the FLU Map. To encourage redevelopment of the subject property with a use compatible with the surrounding residential area, an amendment to the FLU map and rezoning amendment is being processed. The proposed *Urban Medium Density Residential* (4-8 Units/Acre) designation is the same designation for the properties to the south and west of the subject property. If approved, the subject property has the potential to be developed with a mobile home (residential), increasing the compatibility with the adjacent properties. The current *Commercial* FLU designation would allow for non-residential development on the subject property that could lead to development of a non-compatible commercial use and add commercial traffic on local residential streets. The subject property does not front onto Ridgewood Avenue, so access to the subject property is only through residential streets. There is existing infrastructure such as water, sewer, and roads to support the redevelopment of this infill property.



All public facilities have adequate capacity to accommodate the proposed amendment. As part of any future redevelopment, a site plan and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman, Gideon Smith

ATTACHMENTS:

1.	Ord. No. 2022-13 with Exhibit	Ord. No. 2022-13 Small Scall Admin.pdf
2.	Staff Report	FINAL Staff Report - FLUA - 5360 Dubois Avenue.pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 4/28/2022
Approved - 4/29/2022
Approved - 5/6/2022
Approved - 5/6/2022
Final Approval - 5/6/2022

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±.81 ACRES FROM COMMERCIAL TO URBAN MEDIUM
DENSITY RESIDENTIAL (4-8 UNITS/ACRE) FOR
PROPERTY GENERALLY LOCATED AT 5360 DUBOIS
AVENUE; PROVIDING FOR CONFLICTING ORDINANCES,
SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, 2020-39, 2021-1, 2021-24, 2021-28, 2022-8, 2022-11, and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Commercial to Urban Medium Density Residential (4-8 units/acre) as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

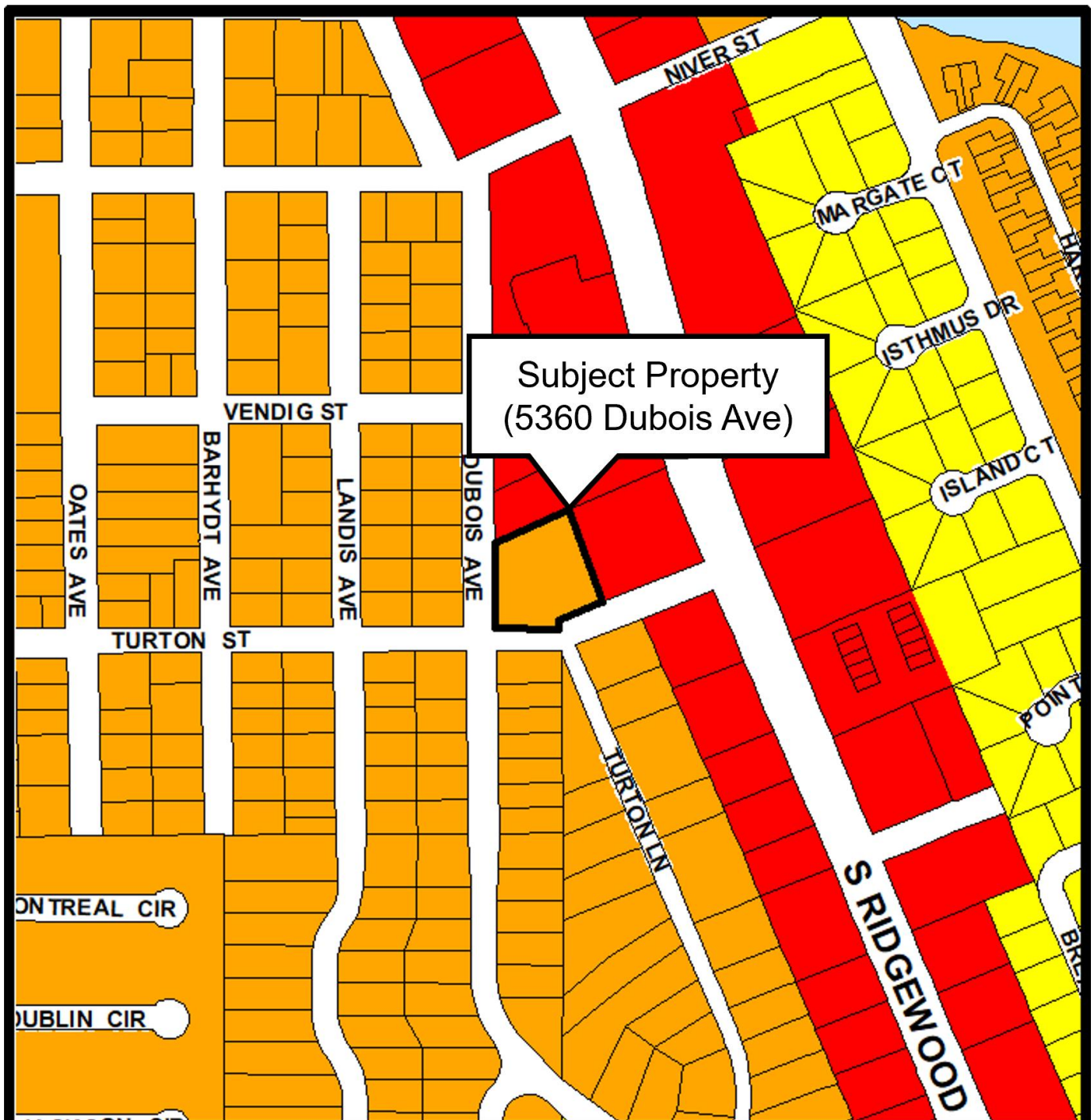
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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

EXHIBIT "A"



Future Land Use Designations

■ Commercial ■ Suburban Residential ■ Urban Medium Density Residential (4-8 Units/Acre)



Future Land Use
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

SMALL-SCALE FUTURE LAND USE MAP AMENDMENT

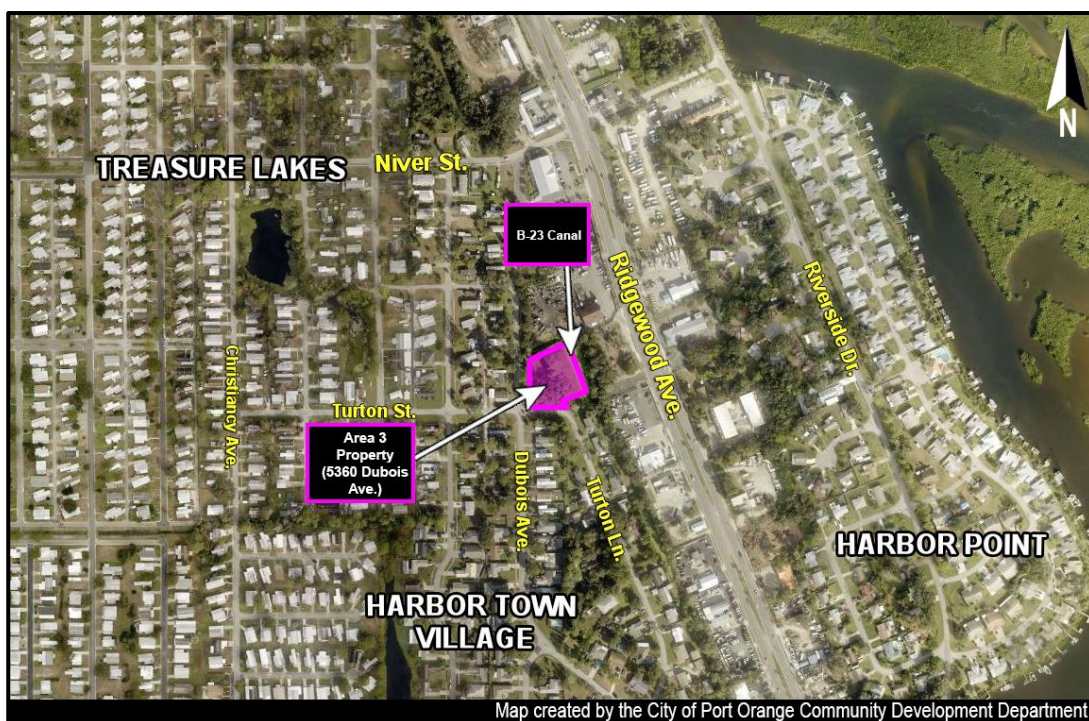
5360 Dubois Avenue
CASE NO. 22-20000002

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ± 0.81 acres from <i>Commercial</i> to <i>Urban Medium Density Residential (4-8 units/acre)</i>
LOCATION:	5360 Dubois Avenue (see Figure 1)
PROPERTY OWNERS:	Robert W. and Carmella J. Faris
APPLICANT:	City of Port Orange
STAFF CONTACT:	Gideon Smith, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (April 28, 2022)
CITY COUNCIL DATE:	May 17, 2022

INTRODUCTION

The proposed administrative Future Land Use (FLU) map amendment is to change the FLU designation of ± 0.81 acres from *Commercial* to *Urban Medium Density Residential (4-8 units/acre)*. The subject property is located at the northeastern corner of Dubois Avenue and Turton Street. The proposed FLU amendment is being processed concurrently with a rezoning application to rezone the subject property from Ridgewood Development (RD) to Mobile Home Residential (RMH) to make the subject property compatible with the surrounding area.

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

DISCUSSION

The following discussion will examine the proposed amendment and impacts of the proposed amendment.

PROPERTY OVERVIEW

The subject property is vacant and historically had a *Commercial* Future Land Use (FLU) designation and zoned Ridgewood Development (RD) but was developed with a residential mobile home. The subject property can only be accessed through residential streets. Since a mobile home was on the property, the mobile home was allowed to remain as a non-conforming use. However, when the mobile home was demolished, its nonconforming status was lost, and any future development on the parcel is now required to be a commercial use. To encourage redevelopment of the infill property with a use that is compatible with the surrounding residential area and would not generate commercial traffic on a residential street, an amendment to the FLU map and rezoning is being processed to allow the subject property to be redeveloped as residential.

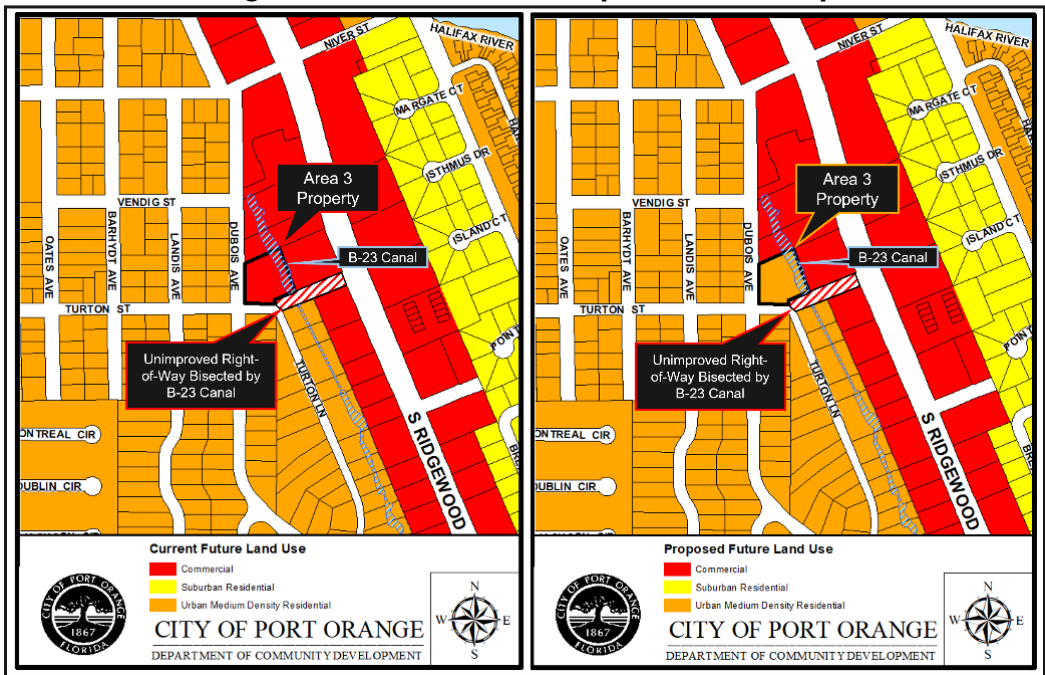
There is existing infrastructure such as water, sewer, and roads to support the redevelopment of this infill property with a residential use. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Contractor Yard)	<i>Commercial</i>	Ridgewood Development (RD)
South	Residential (Single-Family), Turton St. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Mobile Home Residential (RMH) & R-7SF Single-Family Residential
East	B-23 Canal and Commercial (Vacant)	<i>Commercial</i>	Ridgewood Development (RD)
West	Residential (Single-Family) Dubois Ave. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Mobile Home Residential (RMH)

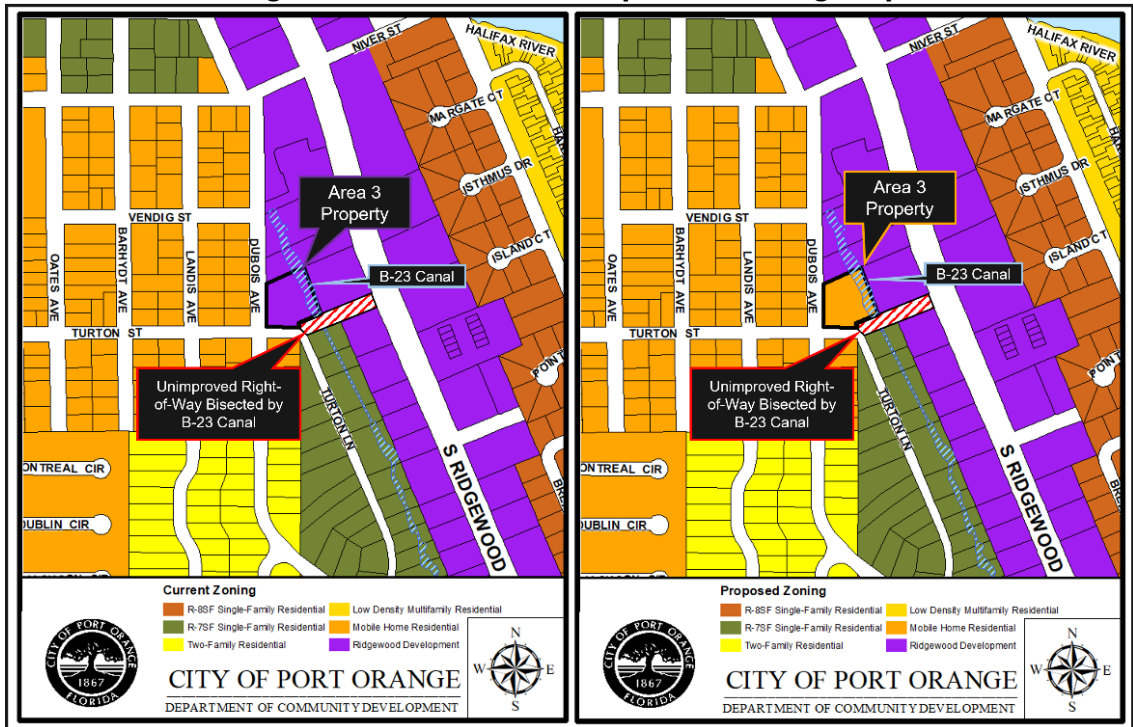
The current adopted and proposed FLU designation for the subject property and adjacent properties is identified in Figure 2.

Figure 2. Current and Proposed FLU Map



The current adopted and proposed zoning classification for the subject property and adjacent properties is identified in Figure 3. A rezoning application is being processed concurrently with the proposed FLU amendment to change the zoning for the subject property from Ridgewood Development (RD) to Mobile Home Residential (RMH) (Case No. 22-60000003).

Figure 3. Current and Proposed Zoning Map



PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±0.81-acres from *Commercial* to *Urban Medium Density Residential (4-8 units/acre)*. The following table identifies the current adopted and proposed FLU designations by acreage (Table 2):

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Categories	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
<i>Commercial</i>	0.81	0	-0.81
<i>Urban Medium Density Residential (4-8 units/acre)</i>	0	0.81	+0.81
Total Acreage	0.81	0.81	0

According to the City of Port Orange Comprehensive Plan, the proposed *Urban Medium Density Residential (4-8 units/acre)* FLU designation is to allow for medium-density residential land uses that consist of duplex, villa, cluster, townhouse, mobile home, manufactured or multi-family housing at densities between four and eight units per acre. The proposed *Urban Medium Density Residential (4-8 Units/Acre)* designation is the same designation of the existing residences to the west and south of the subject property.

The maximum allowable density/intensity and net change in density/intensity between the current *Commercial* FLU designation and the proposed *Urban Medium Density Residential (4-8 units/acre)* FLU designation is shown in Table 3. The theoretical maximum development scenarios for the current *Commercial* FLU designation were compared to the proposed *Urban Medium Density Residential* FLU designation. The proposed amendment results in an increase in density and decrease in intensity.

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq. ft.)]		
<i>Commercial</i> (0.50 FAR for Community node)	17,642 sq. ft. commercial	0	-17,642 sq. ft. commercial
<i>Urban Medium Density Residential (4-8 units/acre)</i>	0	6 units	+6 units

* The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the *theoretical maximum* development potential under the current Future Land Use designation versus the FLU designation proposed. The theoretical maximums used in the analysis are NOT the actual development potential proposed on the subject property. Development of the site will be required to comply with required setbacks, landscape buffers, stormwater retention,

parking, and other site improvements that reduce the overall development potential of the site. The following seven public facilities and services were examined:

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. School |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Use (Commercial)	Proposed Land Use (Urban Medium Density Residential (4-8 units/acre))	Net Change
Residential Units	0	6	+6
Non-residential Buildable Sq. Ft.	17,642	0	-17,642
Population ¹	0	14	+14
PM Peak Hour Trips/Daily Trips ²	66/753	6/57	-60/-696
Sanitary Sewer (gallons/ day) ³	1,764	960	-804
Potable Water (gallons/ day) ⁴	1,764	1,080	-684
Solid Waste (lbs./day) ⁵	176	46	-130
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/ Open Space (acres) ⁷	0.00	0.1	+0.1

Table 4 Notes:

1. Population: 2.39 persons per household (per 2019 Census American Community Survey ACS 5-Year Estimates)
2. Transportation: Single-family home (210) 1.02 PM peak hour trips per unit and 9.52 daily trips per unit; Shopping Center (820) trips per 1000 sq. ft., 3.71 PM Peak Hour; 42.70 Average Daily; ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system must be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

According to the Infrastructure Impact Analysis, the proposed FLU designation would result in a *decrease* in theoretical maximum impacts to the following public facilities and services: roads, sanitary sewer, potable water, and solid waste. Currently, the subject property would only allow for the installation of one (1) mobile home. The theoretical maximum density allowed by the proposed FLU designation is six (6) units; however, based on site constraints; the canal on the east side of the property, being a corner lot with two front setbacks, and being in the flood zone, the subject property will likely only

be able to support one (1) to two (2) mobile home units. All future development plans submitted will require detailed technical review by City staff to determine all requirements in the Land Development Code (LDC) and Florida Building Code are met.

TRANSPORTATION

Based on the 10th Edition of the ITE Trip Generation Manual, the proposed *Urban Medium Density Residential (4-8 units/acre)* FLU designation could generate 6 P.M. peak hour trips, and 57 daily trips based on theoretical maximum of 6 residential units. This would be a *decrease* in the number of trips from the current *Commercial* FLU designation on the residential streets used to access this parcel.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment and future redevelopment of the subject property. The City's adopted LOS standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically generate approximately 960 gallons per day (gpd) of wastewater. This is a net *decrease* of 804 gallons per day.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would demand approximately 1,080 gallons of potable water per day based on the theoretical maximum development analysis. This is a net *decrease* of 684 gallons per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 46 pounds per day of solid waste based on the theoretical maximum development analysis. This is a net *decrease* of 130 pounds per day.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future

redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

The proposed FLU designation would generate the demand for 0.1 acres of parkland. According to the 2021 Concurrency Management Report, all public recreational facilities have excess capacity to meet adopted level-of-service standards and accommodate the proposed amendment.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future redevelopment of this property is exempt from School Concurrency review because the maximum number of units is under ten (10).

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for potable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – Page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

The subject property is adjacent to a developed commercial property to the north, existing residential properties to the south and west, and vacant commercial property to the east across the B-23 canal.

The proposed *Urban Medium Density Residential* (4-8 Units/Acre) designation is the same designation of the existing residences to the south and west of the subject property. If approved, the subject property has the potential to be developed as a residence, increasing the compatibility with the development pattern to the west and south. Whereas, the current *Commercial* designation would allow for non-residential development on the subject property, with commercial traffic having to access the subject property through the surrounding neighborhoods.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: The proposed amendment would apply a residential designation that is more compatible with the surrounding residential area. As indicated in the report, access to the property is only available through a residential area; therefore, applying residential designation minimizes traffic and noise issues that could impact the residential area if the property was developed as a commercial use. All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts. A detailed use-specific concurrency analysis will be conducted as part of any future redevelopment of the site requiring adequate public facilities to be provided to mitigate any potential impacts.

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

Staff finding: The subject property is located within the Hurricane Vulnerability Zone; however, it is anticipated that one residential unit will be constructed on the subject property within the proposed *Urban Medium Density Residential (4-8 Units/Acre)* FLU designation. Based on the theoretical maximum trip generation and adjacent roadway capacity, the proposed FLU Amendment would not increase evacuation times within the Hurricane Vulnerability Zone above twelve hours.

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

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment will support the redevelopment of an infill property that has access to existing infrastructure such as water, sewer, and roads.

PUBLIC NOTICE

On April 8, 2022, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has received five (5) inquiries requesting information on the proposed amendment.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of ±0.81 acres from *Commercial* to *Urban Medium Density Residential (4-8 Units/Acre)*, and authorization for staff to send the amendment to the required review agencies.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/17/2022

SUBJECT: (H18) First Reading - Ordinance No. 2022-14 - Administrative Rezoning/4020 and 4096 Ridgewood Avenue, 215 and 411 Church Street, and 5360 Dubois Avenue (Case No. 22-60000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2022-14, rezoning ± 4.99 acres located at 4020 & 4096 Ridgewood Avenue and 215 Church Street from Planned Commercial Development (PCD) to Community Commercial (CC), rezoning ± 0.16 acres located at 411 Church Street from Commercial Industrial (CI) to Neighborhood Preservation (NP), and rezoning ± 0.81 acres located at 5360 Dubois Avenue from Ridgewood Development (RD) to Mobile Home Residential (RMH), subject to approval of the proposed Future Land Use amendment (Case No. 22-20000002) for the rezoning of 5360 Dubois Avenue.

SUMMARY: Planning Commission Action (4/28/2022): Recommended Approval (Vote 6-0)

The proposed administrative rezoning is to establish an appropriate conventional city zoning district on the following properties: 4020 & 4096 Ridgewood Avenue, 215 Church Street, 411 Church Street, and 5360 Dubois Avenue. If the subject properties are rezoned to a conventional City zoning district, the City's Land Development Code (LDC) will provide the permitted uses and dimensional requirements for each property. Since 2012, the City has initiated four administrative rezoning amendments to change properties zoned Planned Commercial Development (PCD) without a Master Development Agreement (MDA) to a conventional commercial zoning district or where a current zoning district for a property was not compatible with the surrounding properties. All of the property owners of the subject properties have signed an affidavit authorizing the City to act as the applicant to rezone the subject properties.

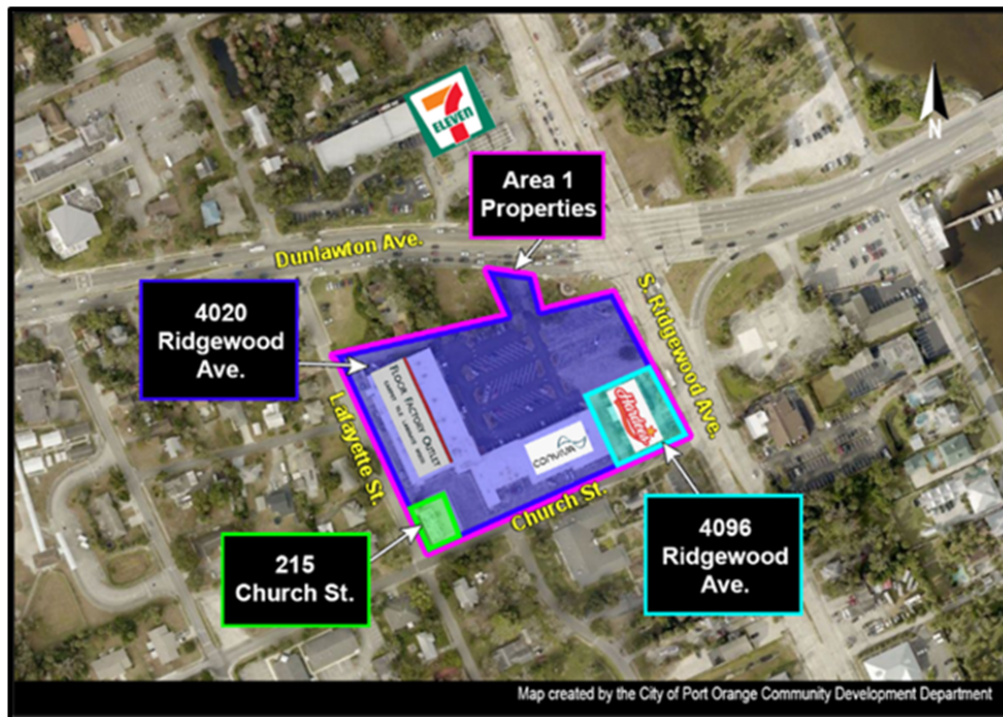
As part of any future site development, site plans and/or building permits will be required to be submitted for staff review to verify all Florida Building Code and LDC requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, stormwater and floodplain regulations, and infrastructure, to ensure compatibility with adjacent properties, and that adequate public facilities and services are available.

The following administrative rezoning amendments are intended to provide clarity to

permitted uses and apply a zoning district that encourages redevelopment consistent with the LDC and surrounding properties.

Area 1 (4.9-acres at 4020 & 4096 Ridgewood Avenue and 215 Church Street):

Rezoning these properties from PCD with no MDA to Community Commercial (CC) is anticipated to assist in the redevelopment of these properties. The current PCD zoning is a commercial designation. However, without an MDA the permitted uses are limited and there are no dimensional requirements for future development. The list of permitted uses in the CC zoning district is more current and flexible than the list of allowed uses from the 1990's listed in the Land Development Code for a PCD zoned property without an MDA. The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, child care centers, convenience store/gas station, banks, and similar uses. The list of permitted uses in the CC zoning district and the development requirements (building setbacks, maximum height, building coverage, open space coverage, etc.) in the LDC is a more efficient process to redevelop in-fill sites. All of the Area 1 properties are located within the Port Orange Town Center (POTC) Community Redevelopment Area (CRA). At this time there are no redevelopment plans for any of the Area 1 properties.



Area 2 (0.16-acres at 411 Church Street): The property has historically been used as residential and rezoning from Commercial Industrial (CI) to Neighborhood Preservation (NP) is to assist the redevelopment of the property with a use that is compatible with the surrounding properties. The property was originally developed as a single-family home and when the single-family home was demolished in 2006, the property lost its nonconforming status, and redevelopment on the CI zoned property is now required to be an industrial use (storage, repair, commercial/industrial services, and manufacturing). Development of the property as an industrial use would not be

generally consistent with the adjacent residential properties. The list of permitted uses and the development requirements (building setbacks, maximum height, building coverage, open space coverage, etc.) in the LDC for the NP zoning district will allow the property to be redeveloped as residential (single-family) and be compatible with the surrounding area.



Area 3 (0.81-acres at 5360 Dubois Avenue): The site has historically been used as residential and rezoning from Ridgewood Development (RD) to Residential Mobile Home (RMH) is to assist the redevelopment of the property with a use compatible with the surrounding properties. The property was originally developed with a mobile home and when the mobile home on the site was demolished in 2020, the property lost its nonconforming status, and any redevelopment on the RD zoned property is now required to be commercial. Development of the property as commercial would not be generally consistent with the adjacent residential properties and could lead to commercial traffic on the local residential streets. The subject property can only be accessed through local residential streets, so commercial traffic would need to use local residential streets to access the subject property. The list of permitted uses and the development requirements (building setbacks, maximum height, building coverage, open space coverage, etc.) in the LDC for the RMH zoning district will allow for the use of the property to be redeveloped as residential (mobile home.)

Rezoning the subject property from RD to RMH also requires a Future Land Use (FLU) amendment to apply a residential FLU designation. Concurrent with this rezoning, a FLU amendment to change the FLU designation for the subject property from *Commercial* to *Urban Medium Density Residential* (4-8 Units/Acre) is being processed. The proposed RMH zoning designation is consistent with the *Urban Medium Density Residential* (4-8 Units/Acre) FLU designation.



The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman, Gideon Smith

ATTACHMENTS:

1.	Ord. No. 2022-14 with Exhibits	Ord. No. 2022-14 Rezoning 4020 Ridgewood.pdf
2.	Staff Report	FINAL Staff Report - 2022 Admin. Rezoning.pdf

Penelope Cruz	Created/Initiated - 4/28/2022
Tim Burman	Approved - 4/29/2022
Shannon Balmer	Approved - 5/6/2022
Wayne Clark	Approved - 5/10/2022
Robin Fenwick	Final Approval - 5/10/2022

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ± 4.9 ACRES LOCATED AT 4020 RIDGEWOOD AVENUE, 4096 RIDGEWOOD AVENUE, AND 215 CHURCH STREET FROM PCD to COMMUNITY COMMERCIAL (CC); REZONING $\pm .16$ ACRES LOCATED AT 411 CHURCH STREET FROM COMMERCIAL INDUSTRIAL (CI) to NEIGHBORHOOD PRESERVATION (NP); ± 0.81 ACRES LOCATED AT 5360 DUBOIS AVENUE FROM RIDGEWOOD DEVELOPMENT (RD) TO MOBILE HOME RESIDENTIAL (RMH); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of ± 4.9 acres of property located at 4020 Ridgewood Avenue, 4096 Ridgewood Avenue, and 215 Church Street from PCD with no MDA to Community Commercial (CC); and

WHEREAS, the property to be rezoned consists of $\pm .16$ acre of property located at 411 Church Street from Commercial Industrial (CI) to Neighborhood Preservation (NP); and

WHEREAS, the property to be rezoned consists of ± 0.81 acres located at 5360 Dubois Avenue from Ridgewood Development (RD) to Mobile Home Residential (RMH); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members

present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the following described property located at 4020 Ridgewood Avenue, 4096 Ridgewood Avenue, and 215 Church Street from PCD with no MDA to Community Commercial (CC).

Section 2. The City Council of Port Orange does hereby rezone the following described property located at 411 Church Street from Commercial Industrial (CI) to Neighborhood Preservation (NP).

Section 3. The City Council of Port Orange does hereby rezone the following described property located at 5360 Dubois Avenue from Ridgewood Development (RD) to Mobile Home Residential (RMH).

Section 4. The property rezoned consisting of ± 4.9 acres located at 4020 Ridgewood Avenue, 4096 Ridgewood Avenue, and 215 Church Street is more particularly described on **Exhibit “1”** attached hereto.

Section 5. The property rezoned consisting of $\pm .16$ acres located at 411 Church Street is more particularly described on **Exhibit “1”** attached hereto.

Section 6. The property rezoned consisting of ± 0.81 acres located at 5360 Dubois Avenue is more particularly described on **Exhibit “1”** attached hereto.

Section 7. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classification for the area as hereby rezoned as shown on **Exhibit “2”**, attached hereto.

Section 8. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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

EXHIBIT 1

215 CHURCH STREET

Lot 2, Block "G", MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida.

411 CHURCH STREET

The Westerly 50 feet of the Easterly 275 feet of Lot 1, Block "N", WILSON's PORT ORANGE, according to the plat thereof as recorded in Map Book 1, Page 154, of the Public Records of Volusia County, Florida.

4020 RIDGEWOOD AVENUE & 4096 RIDGEWOOD AVENUE

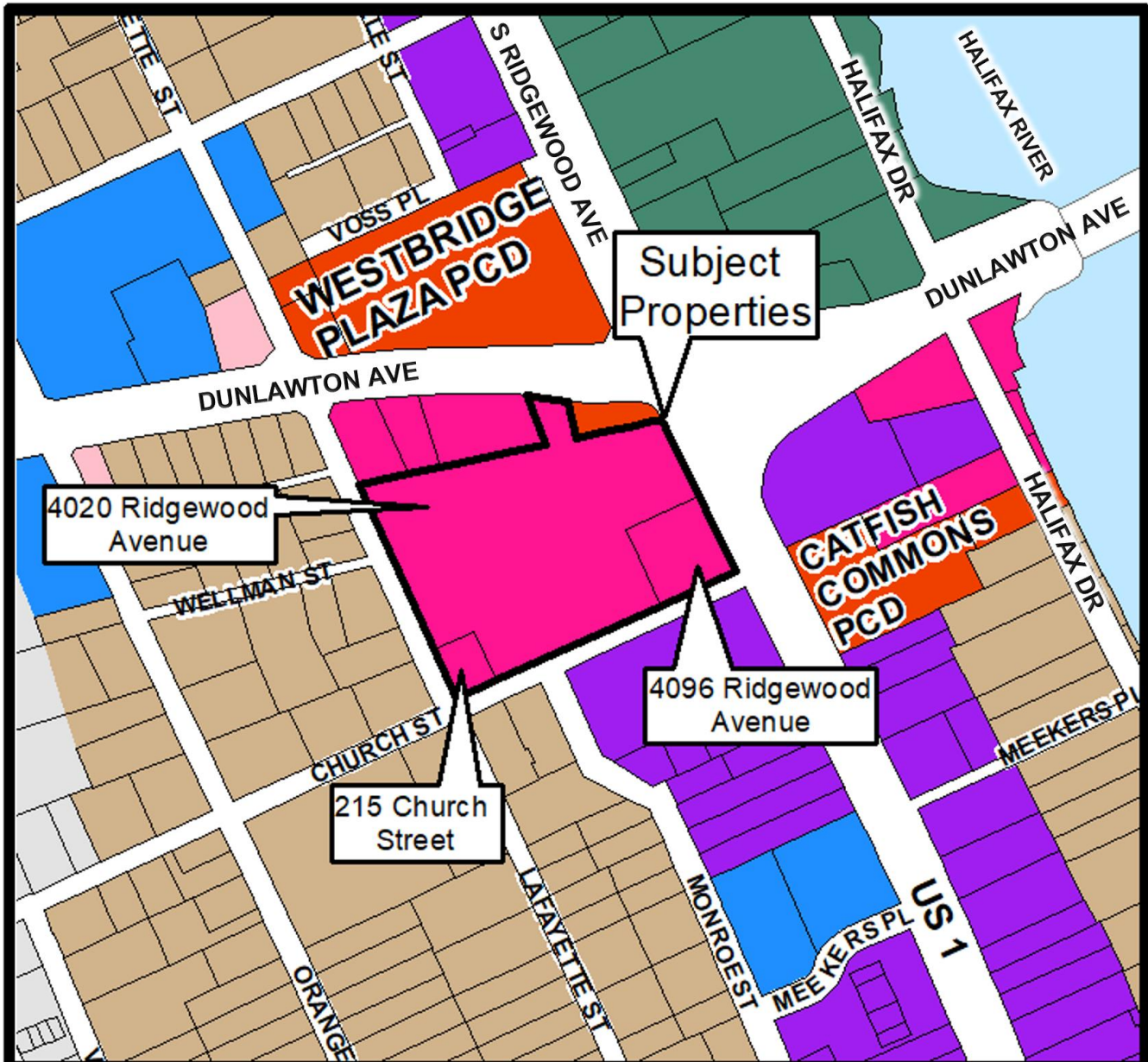
Survey a part of Lots 1, 3, 4, 10, 11 and 14, Block G, Wilson's Port Orange as per map recorded in Map Book 1, page 154 of the Public Records of Volusia County, Florida being more particularly described as follows: As the point of beginning begin at the westerly right-of-way of U.S. #1 (Ridgewood Avenue, a 100-foot right-of-way) and the northerly right-of-way of Church Street (a 35-foot right-of-way), said northerly right-of-way of Church Street being also the north line of Bunch Grant; thence south 65 degrees west along the northerly right-of-way of said Church Street a distance of 491.16 feet; thence north 24 degrees 39 minutes 00 degrees west a distance of 100.30 feet; thence south 64 degrees 47 minutes 29 seconds west a distance of 82.50 feet to the easterly right-of-way of Lafayette Street (a 40- foot right-of-way); thence north 24 degrees 39 minutes 00 degrees west along said easterly right-of-way of Lafayette Street a distance of 335.77 feet; thence north 77 degrees 35 minutes 20 seconds east a distance of 355.66 feet; thence north 22 degrees 32 minutes 49 seconds west a distance of 100.43 feet to the southerly right-of-way of Dunlawton Avenue (a 90- foot right-of-way), said point lying on a curve concave northerly and having a radius of 1,613.14 feet; thence easterly along the southerly right-of-way of Dunlawton Avenue on the curve to the left a distance of 77.85 feet, a delta angle of 2 degrees 45 minutes 55 seconds; a chord distance of 77.84 feet, a chord bearing of north 89 degrees 13 minutes 03 seconds east; thence south 08 degrees 34 minutes 24 seconds east a distance of 83.35 feet; thence north 77 degrees 35 minutes 20 seconds east a distance of 167.15 feet to the westerly right-of-way of U.S. #1 (Ridgewood Avenue); thence south 26 degrees 40 minutes east along the westerly right-of-way of said Ridgewood Avenue a distance of 310.39 feet to the Point of Beginning, said parcel containing 4.80 acres.

5360 DUBOIS AVENUE

A part of Lots 6 and 7, Harbordale, as recorded in Plat Book 19, Page 24, of the Public Records of Volusia County, Florida, described as follows:

From the southwest corner of said Lot 7, as the point of beginning, run N.00°25'50"W., along the west line of said Lot 7 and Lot 6 a distance of 165.02 feet; thence departing the west line of said Lot 6, run N.66°03'00"E., parallel to and 74.29 feet south of the north line of said Lot 6, a distance of 160.16 feet; thence S.20°27'00"E., a distance of 192.86 feet to the south line of said Lot 7; thence run along said south line the following courses and distances; S.67°34'20"W., a distance of 94.94 feet; thence S.00°25'50"E., a distance of 13.33 feet; thence N.89°53'43"W., a distance of 124.86 feet to the point of beginning.

EXHIBIT "2"



Zoning Districts

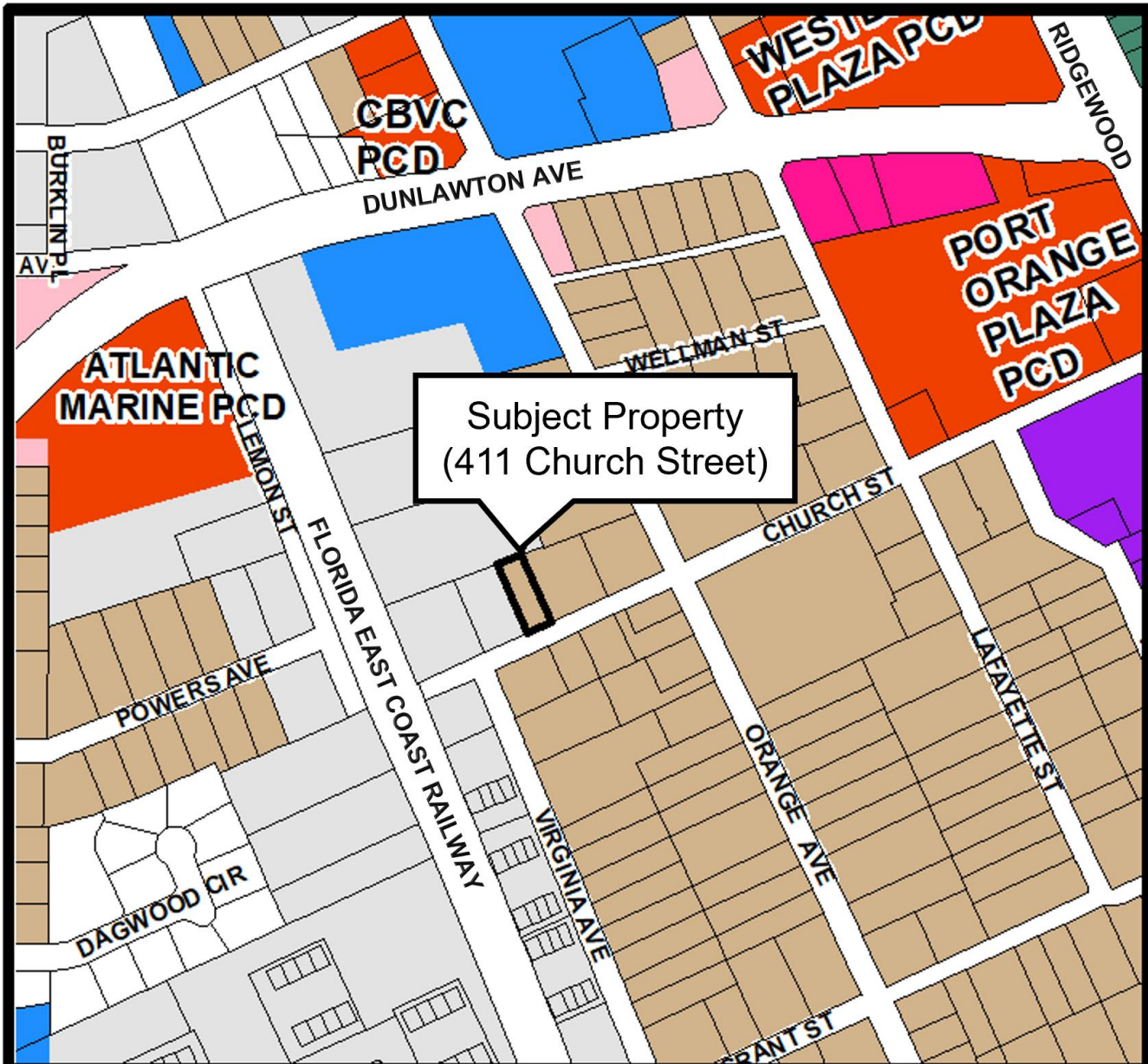
 Government/Public Use	 Professional Office
 Neighborhood Preservation	 Community Commercial
 Planned Community - Port Orange Riverwalk	 Ridgewood Development
 Planned Commercial Development	 Commercial Industrial



Zoning
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT "2"



Zoning Districts

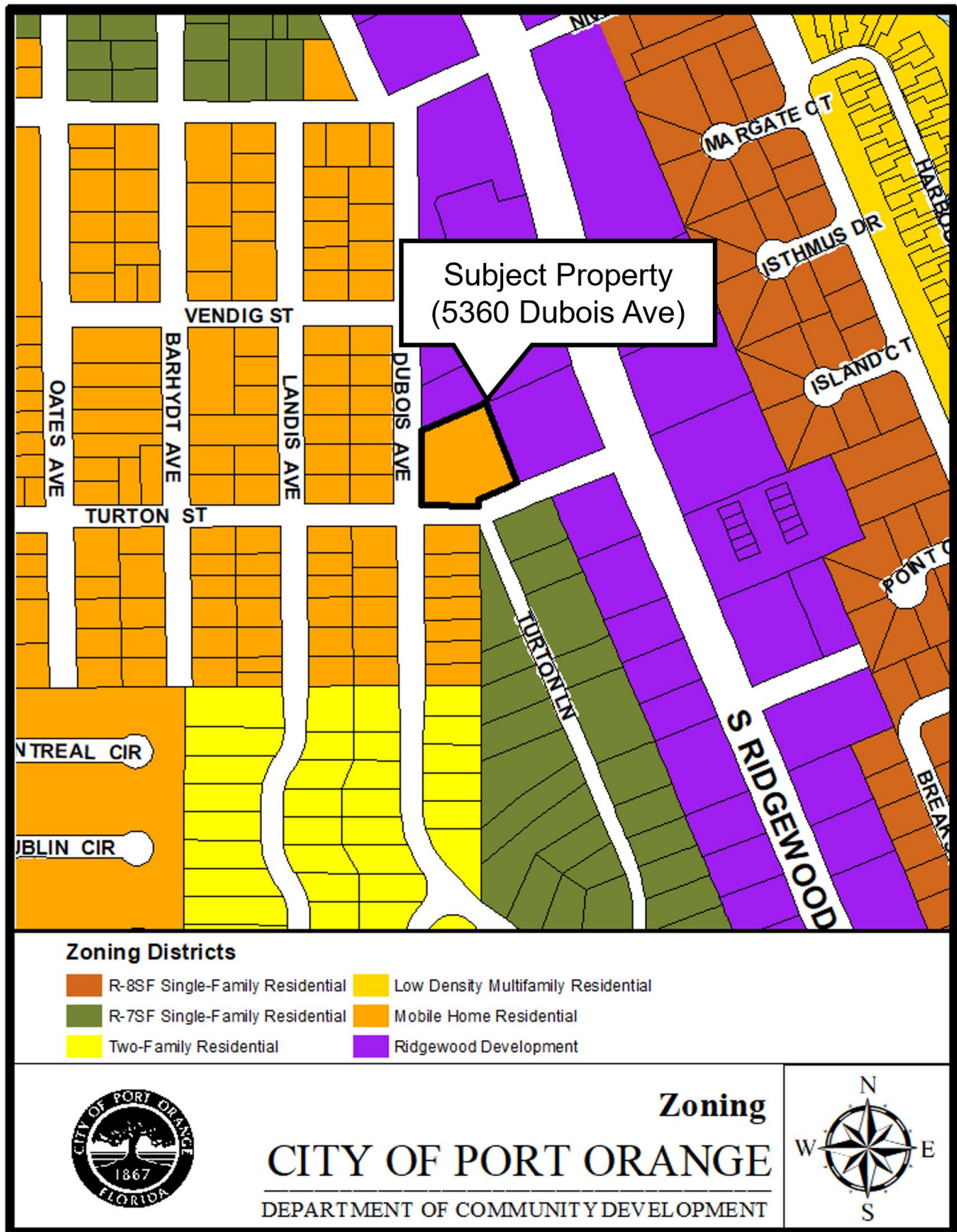
	Government/Public Use		Professional Office
	Neighborhood Preservation		Community Commercial
	Planned Community - Port Orange Riverwalk		Ridgewood Development
	Planned Commercial Development		Commercial Industrial



Zoning
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT "2"





STAFF REPORT

ADMINISTRATIVE CONVENTIONAL REZONING

CASE NO. 22-60000003

REQUEST:	Rezone ± 4.99 acres from Planned Commercial Development (PCD) to Community Commercial (CC); ± 0.16 acres from Commercial/Industrial (CI) to Neighborhood Preservation (NP); and ± 0.81 acres from Ridgewood Development (RD) to Mobile Home Residential (RMH)
APPLICANT:	City of Port Orange
PROPERTY OWNERS:	Port Orange Plaza, LLC., Ronald Rossi, Majid and Robab Tavakoli, and Robert W. and Carmella J. Faris
LOCATION:	4020 & 4096 Ridgewood Avenue, 215 Church Street, 411 Church Street, and 5360 Dubois Avenue
STAFF CONTACT:	Gideon Smith, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (April 28, 2022)
CITY COUNCIL DATE:	May 17, 2022

INTRODUCTION

The proposed administrative rezoning is part of an on-going maintenance effort of the City's Zoning Map. The proposed administrative rezoning would change the zoning of three areas as follows:

- Area 1: Three properties totaling ± 4.99 -acre from Planned Commercial Development (PCD) without a Master Development Agreement to Community Commercial (CC);
- Area 2: One ± 0.16 -acre property from Commercial/Industrial (CI) to Neighborhood Preservation (NP); and
- Area 3: One ± 0.81 -acre Property from Ridgewood Development (RD) to Mobile Home Residential (RMH).

If the subject properties are rezoned to conventional zoning categories, the City's Land Development Code (LDC) will provide permitted uses and dimensional requirements for each property. As part of any future site development, site plans and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, density, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

DISCUSSION

Over the past 10 years, the City has initiated several administrative rezoning amendments to change properties zoned Planned Commercial Development (PCD) without a Master Development Agreement (MDA) to a conventional commercial zoning district. The City

has also initiated administrative rezoning for properties where the current zoning was not compatible with the surrounding properties. Therefore, these administrative rezoning amendments provided clarity to permitted uses and apply a zoning category that encourages development or redevelopment consistent with the LDC and surrounding properties.

If the administrative rezoning is approved, the properties will be subject to the list of permitted uses (see Exhibits 1-3) and the dimensional requirements for the proposed zoning designations set forth in the LDC (see Exhibit 4).

The proposed rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the LDC in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

Area 1 - Rezone ±4.99 acres from Planned Commercial Development (PCD) to Community Commercial (CC): Area 1 includes three parcels located at the southwest corner of Dunlawton Avenue and Ridgewood Avenue (*Port Orange Plaza, Hardees, and Rossi's Heating & Air Conditioning, Inc.*). These parcels were originally developed in the late 1960s under the City's C-1 Shopping Center Commercial Zoning District standards. In 1985, these parcels were rezoned to Planned Commercial Development (PCD) without a Master Development Agreement (MDA) with the adoption of the City's 1985 Zoning Code (Ordinance No.1985-7). The current PCD zoning is a commercial designation; however, without an MDA the permitted uses are limited and there are no dimensional requirements for future development. The LDC permits a limited number of commercial uses for a property zoned PCD without an MDA but without dimensional requirements (building setbacks, maximum height, building coverage, open space coverage, etc.) expansion of an existing building or construction of a new building cannot occur. The rezoning request to a conventional commercial zoning district allows for the LDC to provide the standard list of permitted commercial uses and development regulations for the subject properties.

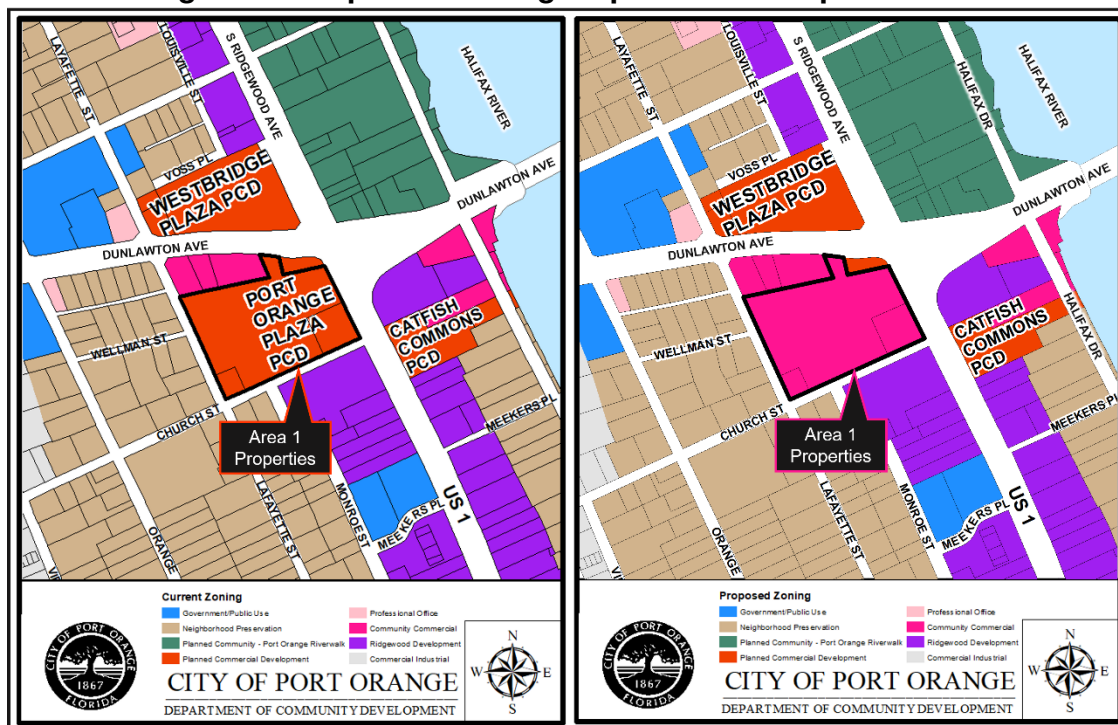
Figure 1: Area 1 Location Map



The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses. The list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop these properties or fill vacant tenant spaces (Exhibit 1). The current and historical uses of these properties align with the commercial uses allowed in the CC zoning district.

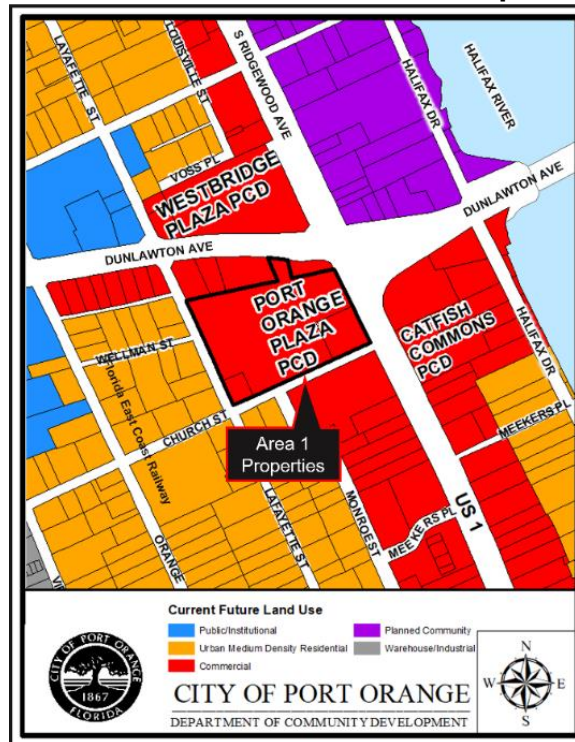
The subject parcels are located within the Port Orange Town Center (POTC) Community Redevelopment Area (CRA), and the proposed rezoning is an effort to encourage redevelopment and viability of existing long-standing commercial properties on the east side of the City.

Figure 2: Proposed Zoning Map and FLU Map of Area 1



The subject properties are designated *Commercial* on the City's Future Land Use Map. The proposed Community Commercial (CC) zoning designation is consistent with the *Commercial* FLU designation. The city has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Community Commercial node located around the intersection of Dunlawton Avenue and Ridgewood Avenue. Community Commercial nodes are intended to support the city with general shopping needs of the general population and visitors within a ± 2 -mile radius.

Figure 3. Current Future Land Use Map for Area 1



Area 2 - Rezone ± 0.16 acres from Commercial Industrial (CI) to Neighborhood Preservation (NP): Area 2 is a vacant parcel located at 411 Church Street. The subject property is currently zoned Commercial Industrial (CI) but was originally developed with a single-family home. In 2006, the single-family home was demolished, and the subject property has remained vacant. Since the single-family home was on the property prior to it being rezoned to CI, it was allowed to remain on the property as a non-conforming use. When the single-family home was demolished in 2006, the property lost its nonconforming status, and now any future development on the property is required to be an industrial use (storage, repair, commercial/industrial services, and manufacturing) and meet the development standards in the LDC for an industrial use.

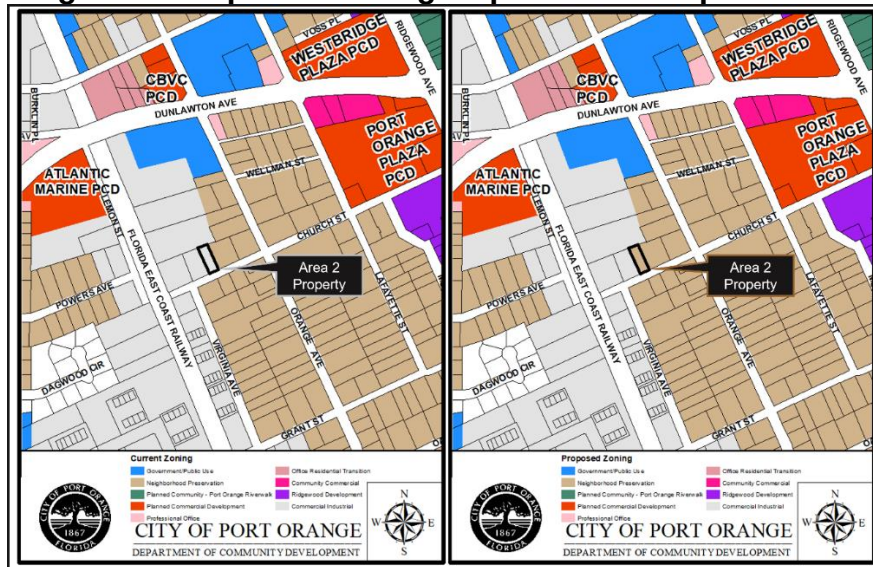
Figure 4: Area 2 Location Map



Map created by the City of Port Orange Community Development Department

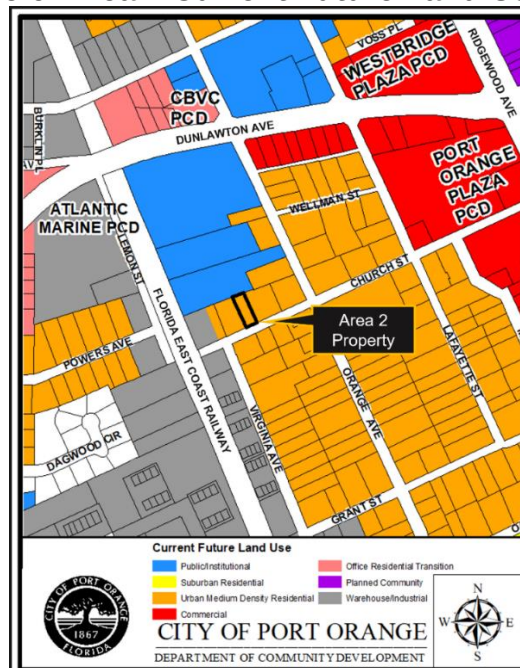
Due to the overall size of the property (0.16 acres), limited roadway frontage (50'), and development requirements in the LDC for an industrial use adjacent to residential uses (landscaping and buffering, parking, building setbacks, tree preservation, and infrastructure improvements) it is unlikely this property will be developed as industrial. However, the subject parcel is sufficient in size to support a single-family home and development of this infill property with a single-family home is more consistent with the surrounding area.

Figure 5: Proposed Zoning Map and FLU Map of Area 2



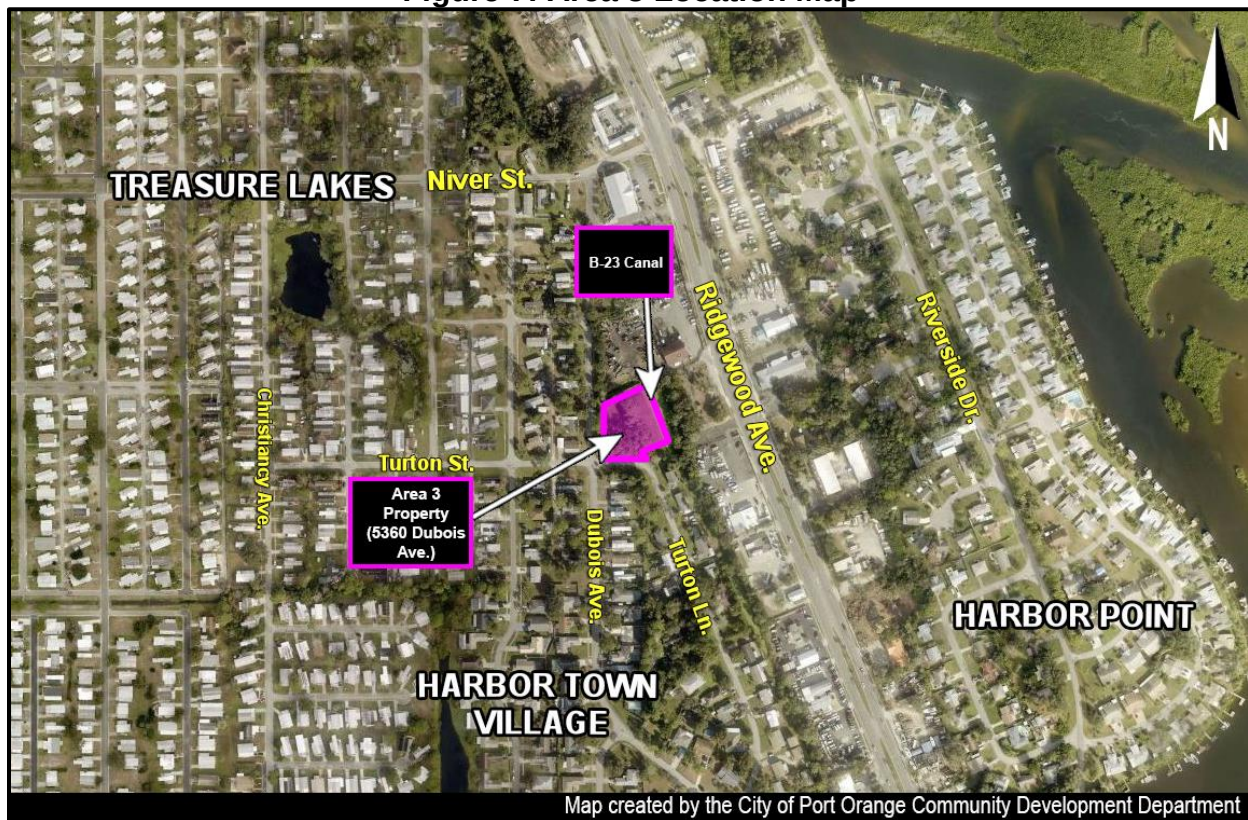
The subject property has a Future Land Use (FLU) designation of *Urban Medium Density Residential* (4-8 units/acre). The proposed Neighborhood Preservation (NP) zoning designation is consistent with the current FLU designation for the subject property and the adjacent properties to the north, south, and east. If the rezoning is approved, it provides the opportunity for redevelopment of an infill property with a new single-family home.

Figure 6. Area 2 Current Future Land Use Map



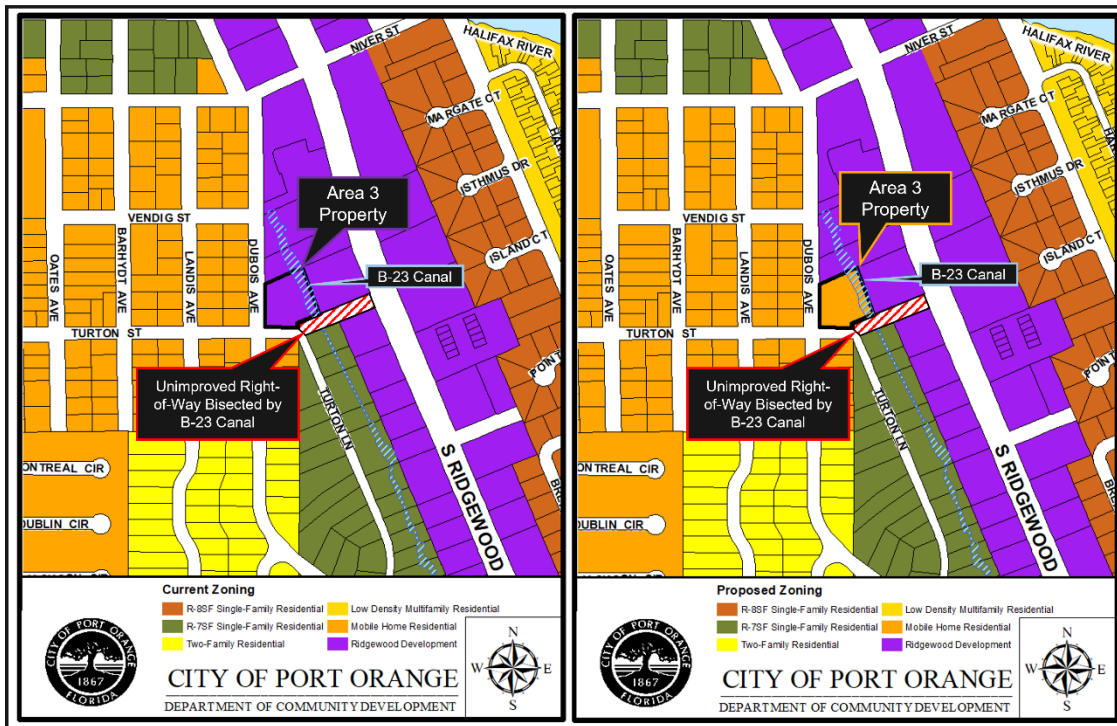
Area 3: Rezone ±0.81 acres from Ridgewood Development (RD) to Mobile Home Residential (RMH): Area 3 is a vacant parcel located at 5360 Dubois Avenue. The subject property is currently zoned Ridgewood Development (RD) but was originally developed with a residential mobile home. The subject property was annexed into the City in the early 2000s with a Volusia County commercial zoning designation and in 2001 it was rezoned to Ridgewood Development (RD). Since a mobile home was on the property prior to it being rezoned to RD, it was allowed to remain on the property as a non-conforming use. When the mobile home was demolished in 2020, the property lost its nonconforming status, and now any future development on the property is required to be a commercial use and meet the development standards of the LDC for a commercial use within the RD zoning district.

Figure 7: Area 3 Location Map



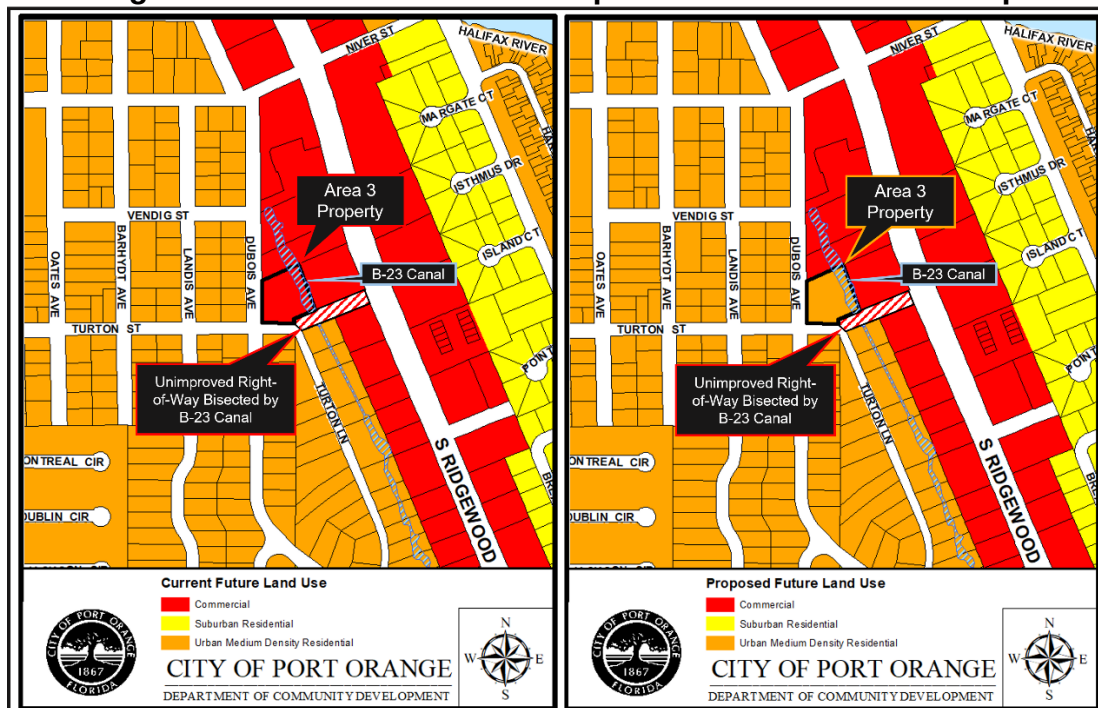
If the subject property is developed with a commercial use allowed in the RD zoning district, the commercial traffic generated by the commercial use would have to use local residential roadways to access the property, since the subject parcel does not have access to Ridgewood Avenue. In addition, development of the subject parcel with a commercial use would not be generally consistent with the adjacent residential properties. The proposed RMH zoning district is consistent with the adjacent properties to the west and south. If the rezoning is approved, it provides the opportunity for redevelopment of an infill property with a new mobile home.

Figure 8: Proposed Zoning Map and FLU Map of Area 3



Rezoning the subject property from RD to RMH requires a Future Land Use (FLU) amendment to apply a residential FLU designation. Concurrent with this rezoning, a FLU amendment to change the FLU designation for the subject property from *Commercial* to *Urban Medium Density Residential (4-8 Units/Acre)* is being processed. The proposed RMH zoning designation is consistent with the *Urban Medium Density Residential (4-8 Units/Acre)* FLU designation.

Figure 9. Area 3 Current and Proposed Future Land Use Map



CONSISTENCY WITH COMPREHENSIVE PLAN AND SURROUNDING USES AND ZONING

The proposed rezoning is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and compatible with surrounding uses and zoning of the adjacent properties (Tables 1 – 3). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is negatively impacted by the other.

Table 1. Area 1 Surrounding Land Uses FLU Designations and Zoning Districts

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Convenience Store w/ Fuel Operations; Medical Office, Financial Institutions, Personal Services, Vacant) & Dunlawton Ave. Right-of-Way	<i>Commercial</i>	Community Commercial (CC) & Planned Commercial Development (PCD)
South	Residential (Single-Family), House of Worship, Church St. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Neighborhood Preservation (NP), Ridgewood Development (RD)
East	Commercial (Catfish Commons) Ridgewood Ave. Right-of-Way	<i>Commercial</i>	Ridgewood Development (RD), Catfish Commons PCD
West	Residential (Single-Family) Lafayette St. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Neighborhood Preservation (NP)

Table 2. Area 2 Surrounding Land Uses FLU Designations and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Institutional (Elementary School)	<i>Public/Institutional</i>	Commercial/Industrial (CI)
South	Residential (Single-Family), Church St. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Neighborhood Preservation (NP)
East	Residential (Duplex)	<i>Urban Medium Density Residential (4-8 u/a)</i>	Neighborhood Preservation (NP)
West	Industrial (Vacant)	<i>Urban Medium Density Residential (4-8 u/a)</i>	Commercial/Industrial (CI)

Table 3. Area 3 Surrounding Land Uses FLU Designations and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Contractor)	<i>Commercial</i>	Ridgewood Development (RD)
South	Residential (Single-Family), Turton Ln. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Mobile Home Residential (RMH), R-7SF Single-Family Residential
East	Commercial (Vacant) & B-23 Canal	<i>Commercial</i>	Ridgewood Development (RD)
West	Residential (Single-Family) Dubois Ave. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Mobile Home Residential (RMH)

PUBLIC NOTICE

On April 8, 2022, staff posted the property notifying the public of the proposed administrative rezoning. As of the time this agenda item was prepared, there have been five (5) inquiries regarding the proposed rezoning.

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone the following:

- A. Rezone ±4.99 acres from Planned Commercial Development (PCD) to Community Commercial (CC).
- B. Rezone ±0.16 acres from Commercial/Industrial (CI) to Neighborhood Preservation (NP).
- C. Rezone ±0.81 acres from Ridgewood Development (RD) to Mobile Home Residential (RMH), subject to approval of the proposed Future Land Use amendment (Case No. 22-20000002).

ATTACHMENTS

- Exhibit 1: List of Permitted Uses for Community Commercial (CC) Zoning District
 Exhibit 2: List of Permitted Uses for Neighborhood Preservation (NP) Zoning District
 Exhibit 3: List of Permitted Uses for Residential Mobile Home (RMH) Zoning District
 Exhibit 4: Dimensional Requirements for CC, RMH, and NP Zoning Districts

Exhibit 1

LDC, Chapter 17, Section 21: Community commercial (CC) district.

(a) *Purpose and intent.* The community commercial (CC) district is intended to provide for community scale businesses that customarily require freestanding buildings on individual sites.

(b) *Permitted uses.*

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Banks.
- (4) Business services.
- (5) Clubs, lodges, and fraternal organizations.
- (6) Convenience stores with or without fuel operations.
- (7) Financial services.
- (8) Fleet-based services.
- (9) Funeral homes.
- (10) Furniture and appliance stores.
- (11) Health/exercise clubs.
- (12) Medical offices/clinics.
- (13) Motor vehicle service stations.
- (14) Offices.
- (15) Office supplies.
- (16) Personal services.
- (17) Restaurants.
- (18) Retail home building materials.
- (19) Retail nurseries and garden supplies.
- (20) Retail sales and services.
- (21) Veterinary clinics.

(bb) *Permitted uses with special development requirements (chapter 18, section 4).*

- (1) Athletic/sports facilities (subsection 2).
- (2) Brewery (subsection 3.7).
- (3) Child care centers (subsection 4).
- (4) Craft food and beverage producer (subsection 5.15).
- (5) Community gardens (subsection 5.1).
- (6) Microbrewery (subsection 9.57).
- (7) Theaters (subsection 17).

(c) *Special exception uses (chapter 18, section 3).*

- (1) Bars, lounges, and night clubs (subsection 3).
- (2) Fortune tellers, astrologers, and palm readers (subsection 6).
- (3) Game/recreation facilities (subsection 7).
- (4) Marina, recreational (subsection 9.6).
- (5) Mini-warehouses (subsection 10).

- (6) Motor vehicle and boat storage facilities (subsection 12).
- (d) *Project access.* Any CC district development shall have direct access to any arterial or major collector road, as designated in the functional classification system in the comprehensive plan.

Exhibit 2

LDC, Chapter 17, Section 15: Neighborhood preservation (NP) district.

- (a) *Purpose and intent.* The neighborhood preservation district is designed to preserve the character, housing mix and density of existing older mixed use neighborhoods by providing for compatible infill development and redevelopment, where enforcement of the dimensional requirements of other conventional and contemporary residential zoning districts would not be possible.
- (b) *Permitted uses.*
 - (1) Single-family detached dwellings.
- (bb) *Permitted uses with special development requirements (chapter 18, section 4).*
 - (1) Assisted living facilities (subsection 1.5).
 - (2) Child care centers (subsection 4.5).
 - (3) Clubs, lodges, and fraternal organizations (subsection 4.9).
 - (4) Garage apartments (subsection 5.5).
 - (5) Nursing homes (subsection 10).
 - (6) Community gardens (subsection 5.1).
 - (7) Multifamily dwellings (subsection 9.8).
 - (8) Two-family dwellings (subsection 18).
- (c) *Special exception uses (chapter 18, section 3).*
 - (1) Houses of worship (subsection 8).
 - (2) Private schools (subsection 16.2).
- (d) *Dimensional requirements.*
 - (1) *Single-family detached dwellings.*
 - (a) Minimum lot width and area: A single-family detached dwelling may be constructed on any existing nonconforming lot of record. Subdivision of land for single-family detached use shall comply with the prevailing development pattern and dimensions for such use within a 200-foot radius of the land to be subdivided. Where existing lots of record have been aggregated for existing development, the pattern shall be based on the aggregation of lots rather than the actual plat.
 - (b) Front yard setback: The minimum front yard setback shall be determined by the average dimension used for existing structures with 100 feet of the property measured along the same side of the roadway frontage.
 - (c) Side corner setback: Where any corner lot does not provide for extra width to accommodate use of the front yard setback on all roadway frontages, a lesser setback consistent with those found in the surrounding area may be allowed. In no case shall the side corner setback be less than 15 feet.
 - (d) Side yard setback: The minimum side yard setback shall be five feet for lots less than 75 feet in width, and 7½ feet for lots of 75 feet or greater.
 - (e) Rear yard setback: The minimum rear yard setback shall be 25 feet.

Exhibit 3

LDC, Chapter 17, Section 16: Mobile home residential (RMH) district.

- (a) *Purpose and intent.* The mobile home residential (RMH) district is intended to provide for the establishment of mobile home dwellings in suburban environments.
- (b) *Permitted uses.*
 - (1) Mobile home parks.
 - (2) Mobile home subdivisions.
 - (3) Mobile homes.
- (bb) *Permitted uses with special development requirements (chapter 18, section 4).*
 - (1) Single-family dwellings (subsection 15.5).
 - (2) Community gardens (subsection 5.1).
- (c) *Special exception uses (chapter 18, section 3).*
 - (1) Recreational vehicle parks and campgrounds (subsection 32).
 - (2) Urban mobile home parks (subsection 22).
- (d) *Mobile home park development standards.* A mobile home park shall be entirely enclosed, exclusive of driveways, at its external boundaries by a solid wall, fence, or evergreen hedge not less than six feet in height.

Access roads within a mobile home park shall be paved to a width not less than 24 feet in a common access area of a minimum 40 feet width. Mobile home spaces may abut upon a driveway of not less than 25 feet in width, which shall have unobstructed access to the road within the mobile home park. The sole vehicular access shall not be by alley, and all dead-end driveways shall include adequate vehicular turning space or cul-de-sac. There shall be a minimum front building setback of 25 feet from all streets within the mobile home park.

Mobile homes shall be so harbored on each space so that there shall be at least a 15-foot clearance between mobile homes, provided, however, with respect to mobile homes parked end to end, the end to end clearance shall be not less than 30 feet.

There shall be at least two paved, off-street parking spaces for each mobile home space, which shall be on the same site as the mobile home served, and may be located in the rear or side yard of the mobile home unit.

Each mobile home space shall be provided with a paved patio of at least 200 square feet and having a storage locker of at least 100 cubic feet. Storage lockers may be located in locker compounds.

Sidewalks not less than four feet wide shall be provided along all streets.

Streets, areas at the entrances to buildings used by occupants at night, and walkways shall be lighted with an average illumination of at least three-tenths footcandle.

- (e) *Mobile home lot or space requirements.* Each mobile home space shall be at least 75 feet wide and 100 feet long and such space shall be clearly defined by permanent markers.
- (f) *Mobile home subdivision development requirements.* The developer shall prepare and submit plans in accordance with the subdivision regulations of the city.
- (g) *Mobile home subdivision, ownership limitations.* Any mobile home subdivision in which any person, group or company obtains ownership of ten percent or more of the subdivision units for rental or leasing purposes, shall be deemed to be a mobile home park, and appropriate licenses and/or permits shall be obtained from the city.

Any builder(s), owner(s), or developer(s) of a mobile home subdivision who retains or within a period of 18 months regains possession of ten percent or more of the subdivision units for purposes of rental or lease shall be subject to the regulations of the city governing all aspects of mobile home parks.

- (h) *Minimum setbacks for nonconforming mobile home parks.* New or replacement mobile homes in existing nonconforming mobile home parks, other than those parks located in Harbor Oaks or Allandale, as described below, shall meet the following setbacks. No setback encroachment shall be permitted for accessory structures such as screen rooms, porches, carports, sheds, or other improvements attached to the mobile home.
 - (1) Front and side corner: Twenty feet from the edge of street pavement.
 - (2) Side: Ten feet from adjacent mobile homes, accessory structures, and park property lines.
 - (3) Rear: Fifteen feet from adjacent mobile homes and accessory structures. Accessory structures shall maintain a ten-foot setback from adjacent mobile homes, accessory structures, and park property lines.
- (i)[hh] *[Minimum setbacks within existing nonconforming mobile home parks.]* Minimum setbacks within existing nonconforming mobile home parks located within the formerly unincorporated areas of Harbor Oaks and Allandale, and annexed into the city between December 1, 1997 and June 17, 2000, replacement mobile homes shall meet the nonconformance provisions for such parks established in chapter 3, section 8(c). In terms of setback requirements, replacement mobile homes in such parks shall meet the minimum separation distance standards of the National Fire Protection Association (NFPA). No setback encroachment shall be permitted for accessory structures such as screen rooms, porches, carports, sheds, or other improvements attached to the mobile home. The NFPA separation distance standards are as follows:
 - (1) Side to side: Ten feet.

- (2) End to side: Eight feet.
- (3) End to end: Six feet.

Units and accessory structures shall maintain a three-foot front yard distance from internal access drives, a five-foot side yard distance from adjacent park boundaries or property lines and a three-foot rear yard distance from adjacent park boundaries or property lines. All units and structures shall be spaced within the park so as to allow sufficient room for a 20-foot wide two-way internal access drive, or a 14-foot wide one-way internal access drive.

(i) *Nonconforming recreational vehicle parks.*

- (1) Except as provided in paragraph (2) of this subsection, the owner of a nonconforming recreational vehicle park shall comply with the 180-day limitation on occupancy as provided in chapter 18, subparagraph 3(b)(18)(d) of this code.
- (2) The owner of a nonconforming recreational vehicle park shall be automatically exempt from the 180-day limitation on location of travel trailers on park property or on a specific site within park property. In addition, the owner of a nonconforming recreational vehicle park shall be automatically exempt from the 180-day limitation on occupancy as provided in chapter 18, subparagraph 3(b)(18)(d) of this code, for 25 percent of the travel trailer units within the park.
 - (a) The exempt travel trailer units shall be designated by the park owner, who shall keep and maintain records, including occupancy ledgers, reflecting such designation and identifying the units.
 - (b) The city and the city's employees, officers and agents shall have the right to enter the park property and review the records required by subparagraph (2)(a) of this subsection and the park premises at such times as the city may require after reasonable notice.
 - (c) Notwithstanding the exemption provided by paragraph (2) of this subsection, the park owner shall not construct or install, or allow, suffer or permit the construction or installation of, permanent improvements such as add-a-rooms or patios onto the site of an exempt unit or onto the unit, unless such improvements are permitted under a separate agreement to be executed by the park owner and the city.
- (3) The exemption on occupancy provided by paragraph (2) of this subsection shall automatically and permanently terminate upon the occurrence of any of the following:
 - (a) The park owner's failure to keep and maintain records required by subparagraph (2)(a) of this subsection.
 - (b) The park owner's refusal to allow the city or its employees, officers or agents to inspect such records or the park premises to ensure compliance with paragraph (2) of this subsection.
 - (c) The construction or installation of any improvements prohibited by subparagraph (2)(c) of this subsection.
 - (d) The termination of the park's nonconforming status for any of the reasons specified in chapter 3, section 8 of this code. In such instance, the

exemption from the 180-day limitation on location of travel trailers provided by paragraph (2) of this subsection shall also terminate.

- (4) The city shall have the authority to enforce violations of this subsection and chapter 18, subparagraph 3(b)(18)(d) of this code, to the extent that the park is not exempt under this subsection.
- (5) Nothing in this subsection is intended to supersede any provision of state law regulating or relating to recreational vehicle parks. Nothing in this subsection is intended to supersede or repeal the park owner's obligation to comply with applicable flood regulations, whether local, state or federal.

Exhibit 4

Community Commercial (CC) and Residential Mobile Home (RMH)

Dimensional Requirements [LDC, Ch. 17, Sec. 27]

District	Minimum Living Area/D.U. (Sq. Ft.)	Minimum Lot Area (Sq. Ft.)	Minimum Lot Width (Ft.)	Maximum Building Coverage	Minimum Open Space	Minimum Building Setback (Ft.)			Maximum Height (Ft.)
						Front	Side	Rear	
CC		22,500	150	35%	30%	D	15*	25*	45
RMH (J)	600	7,500	75	40%	-	25	7.5	15	15

* Non-residential building setbacks adjoining residential zoning shall be equal to or greater than building height.

(J) See chapter 17, section 16 for setback requirements pertaining to nonconforming mobile home parks.

Neighborhood Preservation (NP)

Dimensional Requirements [LDC, Ch. 17, Sec. 15(d)]

(1) *Single-family detached dwellings.*

(a) Minimum lot width and area: A single-family detached dwelling may be constructed on any existing nonconforming lot of record. Subdivision of land for single-family detached use shall comply with the prevailing development pattern and dimensions for such use within a 200-foot radius of the land to be subdivided. Where existing lots of record have been aggregated for existing development, the pattern shall be based on the aggregation of lots rather than the actual plat.

(b) Front yard setback: The minimum front yard setback shall be determined by the average dimension used for existing structures with 100 feet of the property measured along the same side of the roadway frontage.

(c) Side corner setback: Where any corner lot does not provide for extra width to accommodate use of the front yard setback on all roadway frontages, a lesser setback consistent with those found in the surrounding area may be allowed. In no case shall the side corner setback be less than 15 feet.

(d) Side yard setback: The minimum side yard setback shall be five feet for lots less than 75 feet in width, and 7½ feet for lots of 75 feet or greater.

(e) Rear yard setback: The minimum rear yard setback shall be 25 feet.