



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 16, 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 Rabbi Mendel Niasoff of Chabad of Port Orange and Southeast Volusia County
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
 - a. August 2, 2022 - Regular City Council Meeting
7. Bid Awards and Contract Items
 - a. Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation
 - b. Award of RFP #22-05 for Golf Course Management to Kemper Sports Management, LLC
8. Resolution No. 22-23 - Partial Easement Vacation at Lot 126, Country Walk Phase III Subdivision (3455 Saddleback Court)
9. Approval of Volusia County Justice Assistance Grant (JAG) Agency Funding Allocation
10. Approval of Minor Special Event for the First United Methodist Church (305 Dunlawton Avenue) Annual Pumpkin Patch

C. CRA MEETINGS

11. Town Center CRA Meeting

12. Eastport CRA Meeting

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

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

14. Citizen Advisory Committee for TPO

15. Planning Commission Appointments (x4)

16. Environmental Advisory Board Report

G. PUBLIC HEARING

17. First Reading - Ordinance No. 2022-21 - Eighth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. 22-40000002)

18. First Reading - Ordinance No. 2022-22 - LDC Amendment/Chapter 2 & Chapter 5 (Case No. 22-25000005)

H. REGULAR AGENDA

19. Fiscal Year 2021 - 2022, Third Quarter Financial Report

I. ADDITIONAL ITEMS

20. City Attorney

21. City Manager

J. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. First Step Shelter - Council Member Chase Tramont

b. Port Orange/South Daytona Chamber of Commerce - 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.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 2, 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 Chaplain Loreal Moise of AdventHealth

Pledge of Allegiance

Roll Call

Present: Council Member Reed Foley, Council Member Chase Tramont, Council Member Drew Bastian, Vice Mayor Scott Stiltner, Mayor Donald Burnette

Absent:

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

SPECIAL REPORTS

4. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager for Kemper Sports, provided an overview of the financial reports for May and June 2022. He announced his retirement on September 30, 2022. Council thanked him for his work and that of his team for getting the course in great condition.

5. Golf Advisory Board Report

Lance Green, Chairman, provided details from their recent meeting. He thanked Mr. Duquette for his work at the golf course.

CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding Item #9(b). He would like to be involved in the review of the plan for the water supply.

7. Agenda Approval

There were no changes requested by Council.

Motion to approve was made by Vice Mayor Scott Stiltner and Seconded by

Council Member Chase Tramont. Motion
carried unanimously by voice vote.

8. Approval of Minutes
 - a. July 19, 2022 - Regular City Council Meeting
 - b. July 25, 2022 - City Council Budget Workshop
9. Bid Awards and Contract Items
 - a. Approval to Increase the Contingency Authorization for The REC Project (QPC082) with Saboungi Construction, Inc.
 - b. Approval of Task Authorization No. 14 under the Kimley Horn and Associates, Inc. Contract for the Preparation of the State Required Update to the City's Water Supply Work Plan and Corresponding Comprehensive Plan Amendments
10. Resolution No. 22-18 - Approval of Third Quarter Budget Amendments for Fiscal Year 2021-2022
11. Resolution No. 22-19 - Declaring Council Members for District 1, 2, and 4
12. Resolution No. 22-20 - Partial Easement Vacation - Lot 18, River Oaks Subdivision (6204 Oak River Terrace)
13. Resolution No. 22-21 - Approval of HUD CDBG Plan Year 2022 Annual Action Plan

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

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

There were none.

COUNCIL COMMENTS

14. Comments/Concerns from Council Members

Council Member Reed Foley thanked Mr. Duquette for his service.

Mayor Don Burnette congratulated Scott Stiltner, Reed Foley, and Kat Atwood for their election/re-election to serve on Council.

PUBLIC HEARING

15. Second Reading - Ordinance No. 2022-17 - Seventh Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. 22-40000001)

Mayor Don Burnette read Ordinance No. 2022-17.

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SEVENTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-17 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

16. Second Reading - Ordinance No. 2022-18 - Rezoning/950 Madeline Avenue (Case No. 22-60000004)

Mayor Don Burnette read Ordinance No. 2022-18.

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +8.3 ACRES FROM MULTI-FAMILY RESIDENTIAL (R-3M) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-18 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian.

Joey Posey, Attorney for the Applicant, spoke regarding the current zoning and the change being requested which lowers the density and decreases the impact on the area.

Kat Atwood, Council Member-elect, asked if there would be a sidewalk. Mr. Posey said yes.

Phillip Hollis, developer, spoke as to the project and the design to provide buffers. Mayor Don Burnette thanked him for his honesty at the neighborhood meeting.

Vice Mayor Scott Stiltner asked questions of Tim Burman, Community Development Director, relating to the comprehensive plan and usage of the property moving forward.

Mr. Burman advised a new owner could keep the property the same.

Motion carried 3-2 by roll call vote with Council Member Chase Tramont and Vice Mayor Scott Stiltner voting no.

17. Approval of Special Exception for Extra Space Storage – 950 Madeline Avenue (Case No. 22-70000001)

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

18. Second Reading - Ordinance No. 2022-19 - Amendment/Chapters 13 and 17 of the Land Development Code (Case No. 22-25000004)

Mayor Don Burnette read Ordinance No. 2022-19.

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 13 AND 17 TO ALLOW FLEXIBILITY IN THE DESIGN LAYOUT OF A PARKING LOT FOR USES IN LIGHT INDUSTRIAL (LI) AND COMMERCIAL INDUSTRIAL (CI) ZONING DISTRICTS; ADDING WHOLESALERS AND DISTRIBUTORS AS PERMITTED USES IN THE LIGHT INDUSTRIAL (LI) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-19 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

19. Second Reading - Ordinance No. 2022-20 - Amending Chapter 2, Article VI, Division 3, Relating to Submission of Budget

Mayor Don Burnette read Ordinance No. 2022-20.

ORDINANCE NO 2022-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 3, RELATING TO SUBMISSION OF BUDGET AND CONTENTS THEREOF, AMENDING SECTION 2-291 RELATING TO THE TIMING REQUIREMENTS OF THE BUDGET SUBMISSION TO CITY COUNCIL; AMENDING SECTIONS 2-293 AND 2-295 RELATING TO THE CONTENT REQUIREMENTS OF THE BUDGET SUBMISSION TO CITY COUNCIL; REMOVING SECTIONS 2-296 AND 2-297 RELATED TO THE BUDGET SUBMISSION TO CITY COUNCIL BY REMOVING REDUNDANT AND OBSOLETE SECTIONS; AMENDING SECTION 2-298 BY REMOVING REDUNDANT AND OBSOLETE LANGUAGE; AMENDING SECTION 2-299 BY UPDATING THE LANGUAGE RELATED TO BUDGET AMENDMENT AUTHORITY CONSISTENT WITH STATE LAW; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-20 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

REGULAR AGENDA

20. Debt Issuance Process presented by Southeastern Investment Securities, LLC

John McKinney, Finance Director, provided details of previous debt the city had issued.

Toby Wagner, Southeastern Investment Securities, LLC, provided information on the process of how the city goes about the issuance of different debt instruments. The next step for them is to bring back a financial plan for Council's consideration, in connection with the rate study being done now.

Mark Galvin, Hilltop Securities, spoke to the interest rates being higher than they've been in recent years, but believes they are still at a reasonable rate.

21. ITB #22-07 Garnsey Water Treatment Plant Generator Project

a. Intent to award construction contract to Chinchor Electric, Inc for ITB #22-07 Garnsey Water Treatment Plant Generator Installation

Motion to approve was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont.

Lynn Stevens, Public Works/Utilities Department Director, spoke as to the age of the generator and the price of the proposals that were received, as well as the need for the backup power required for the water treatment plant. She answered questions from Council regarding the size of the generator and what's included in the project.

Motion carried unanimously by roll call vote.

b. Resolution No. 22-22 - Reimbursement Resolution for ITB #22-07
Garnsey Water Treatment Plant Generator Installation

Motion to adopt Resolution No. 22-22 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by roll call vote.

22. Setting Maximum Operating Millage Rate for Fiscal Year 2022-23

Mr. McKinney discussed the process of setting the maximum millage rate and the advantages of setting it higher than expected to be passed during the budget hearing process in case of an emergency.

Council Member Drew Bastian supported a millage rate of 4.92 with the direction to reduce the rate before the tentative and final budget hearings.

Discussion was held regarding fuel costs and the fluctuation of fuel prices. Staff has adjusted the proposed budget to take the fluctuation into account.

Council Member Chase Tramont would support a millage rate no higher than 4.75 although he understands costs are higher than in previous years.

Vice Mayor Scott Stiltner asked for the fuel cost being budgeted. Staff will provide that information tomorrow. He would support a millage rate of 4.875 at the highest.

Mayor Don Burnette is supportive of 4.90. He spoke as to the amount of the budget that covers personnel. He does not support any cuts in personnel.

Andy Baldwin, employee, spoke regarding an investment in the City's #1 asset, the employees. He asked them for flexibility in the budget to negotiate with the unions. He spoke as to the strain on employees because positions stay unfilled for too long or employees are trained just to leave for a higher paying job at another city.

Cory Westberry-Miller, Port Orange citizen and employee, also spoke regarding the quality of service being provided by employees for citizens and the fact that employees can't afford to live off their salaries. Most have second and third jobs and most employees can't even afford to live in Port Orange.

Rick Gerlone, Fire Department employee and Port Orange citizen, agreed with what has been said previously. Repairs and improvements are behind other cities. He encouraged Council to take care of the employees before they are gone.

Dave Vanthoff, Port Orange citizen and employee, asked Council to set a millage rate to take care of all employees, not just police and fire.

Move to approve a maximum millage rate of 4.920 for Fiscal Year 2022-23 and set the public hearing dates to be held on Wednesday, September 7, 2022 and Wednesday, September 21, 2022 beginning at 5:30 p.m. was made by Council Member Drew Bastian and Seconded by Council Member Reed Foley. Motion failed 1-4 with Council Member Drew Bastian voting yes.

Move to approve a maximum millage rate of 4.875 for Fiscal Year 2022-23 and set the public hearing dates to be held on Wednesday, September 7, 2022 and Wednesday, September 21, 2022 beginning at 5:30 p.m. was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley. Motion failed 2-3 with Councilmen Reed Foley, Chase Tramont, and Drew Bastian voting no.

Move to approve a maximum millage rate of 4.9072 for Fiscal Year 2022-23 and set the public hearing dates to be held on Wednesday, September 7, 2022 and Wednesday, September 21, 2022 beginning at 5:30 p.m. was made by Council Member Drew Bastian and Seconded by Council Member Reed Foley. Motion failed 2-3 with Council Member Reed Foley, Council Member Chase Tramont, and Vice Mayor Scott

Stiltner voting no.

Move to approve a maximum millage rate of 4.90 for Fiscal Year 2022-23 and set the public hearing dates to be held on Wednesday, September 7, 2022 and Wednesday, September 21, 2022 beginning at 5:30 p.m. was made by Council Member Drew Bastian and Seconded by Council Member Reed Foley. Motion failed 2-3 with Council Member Reed Foley, Council Member Chase Tramont, and Vice Mayor Scott Stiltner voting no.

Move to approve a maximum millage rate of 4.75 for Fiscal Year 2022-23 and set the public hearing dates to be held on Wednesday, September 7, 2022 and Wednesday, September 21, 2022 beginning at 5:30 p.m. was made by Council Member Chase Tramont and Seconded by Council Member Reed Foley.

Motion was withdrawn by Council Member Chase Tramont after discussion relating to cuts that would be required at this millage rate.

Council Member Reed Foley discussed inflation and the increased cost the City is facing as well as citizens. With inflation at 9.1%, he would support the same increase.

Move to approve a maximum millage rate of 4.8610 for Fiscal Year 2022-23 and set the public hearing dates to be held on Wednesday, September 7, 2022 and Wednesday, September 21, 2022 beginning at 5:30 p.m. was made by Council Member Reed Foley and Seconded by Vice Mayor Scott Stiltner. Motion carried 4-1 with Council Member Chase Tramont voting no.

ADDITIONAL ITEMS

23. City Attorney

There was nothing further from the City Attorney.

24. City Manager

There was nothing further from the City Manager.

ADJOURNMENT - 8:45 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (B7a) Approval of the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Cooperative Economic Development Agreement with Team Volusia Economic Development Corporation in the amount of \$31,637.50 for fiscal year 2022-2023 and authorize Mayor and City Clerk to execute all applicable documents.

SUMMARY: Team Volusia Economic Development Council (TVEDC) serves as a countywide public-private economic development agency. TVEDC coordinates economic development activities and prospects with city staff as well as the Volusia County Department of Economic Development. The annual contract amount of \$31,637.50 ensures the City of Port Orange has a seat on the TVEDC Executive Committee.

TVEDC's primary purpose is to support business growth and recruit new businesses to the area. The contract requires them to report no less than quarterly to the city regarding TVEDC activities. Funding for public agencies is based upon a rate of \$0.50 per capita. The 2021 Bureau of Economic and Business Research (BEBR) Estimates of Population report was used to determine the estimated population. The estimated population of Port Orange in this most recent updated report was 63,275. Based on this information, the contract amount for FY 2023 is \$31,637.50. The FY 2023 contract amount is \$323.50 more than the FY 2022 contract amount. This is due to the City's population increasing from 62,832 (FY 2022) to 63,275 (FY 2023), according to BEBR.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Team Volusia Agreement 2022	Team Volusia Agreement 2022.pdf
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Robin Fenwick
Tim Burman
John McKinney

Created/Initiated - 7/22/2022
Approved - 7/26/2022
Approved - 8/2/2022

Matthew Jones
Wayne Clark
Robin Fenwick

Approved - 8/4/2022
Approved - 8/10/2022
Final Approval - 8/11/2022

COOPERATIVE ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022 by and between the City of Port Orange, a Florida municipal corporation, hereinafter referred to as "City", and the "Team Volusia Economic Development Corporation" a Florida non-profit corporation, hereinafter TVEDC.

WHEREAS, the TVEDC intends to engage in a cooperative venture between the public and private sectors for the purpose of recruiting new businesses to Volusia County and, when requested by the City, fostering expansion of existing businesses within Volusia County; and

WHEREAS, to avoid a fragmentation of efforts and jurisdictional competition, various municipalities of Volusia County and the business community have come together to support a unified business development effort through the TVEDC; and

WHEREAS, the City Council of the City of Port Orange agrees to appropriate the amount of **Thirty-One Thousand Six Hundred Thirty-Seven Dollars and .50 cents (\$31,637.50)** at .50 cents per capita (Port Orange population 63,275 as indicated at www.bebr.ufl.edu/population), in the budget for the fiscal year 2022–2023 to support economic development activities, and such sum qualifies the City for a seat on the TVEDC Executive Committee; and

WHEREAS, the City desires to contract with the TVEDC to perform such economic development activities and to insure accountability for use of public funds.

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the City and the TVEDC hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is to support and implement a program of economic and business development and expansion throughout Volusia County in order to enhance the economic well being of the citizens of the City. To this end, the City desires to contract with the TVEDC in order to provide for implementation of the economic development program and to ensure accountability for the use of public funds.
2. **Program Funding.** The City shall pay to the TVEDC the sum of **Thirty-One Thousand Six Hundred Thirty-Seven Dollars and .50 cents (\$31,637.50)** ("City Funding"), such sum being the total compensation to be paid by the City for the work performed under this Agreement, unless this amount is reduced or rescinded as provided herein. The City will make one (1) annual payment equal to the City Funding on or about October 15, 2022. The TVEDC shall use the City Funding for expenditures generally recognized as appropriate for economic development purposes. The TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. The City will receive quarterly reports which detail the activities of the TVEDC including the most recent monthly financial statement. The City shall contact the TVEDC in writing

when future funding for the TVEDC is discussed at a public meeting.

3. Program Requirements.

- a. TVEDC shall plan, implement and evaluate a program to recruit new businesses to the City; to foster expansion of existing businesses within the City upon the City's request; and in a manner provided herein to forestall the relocation of businesses located in the City to a location outside of Volusia County. TVEDC will not assist the City or any existing business with the City's and/or existing business' attempt to relocate such existing business from any other city or Volusia County who is a member of TVEDC ("Other Governmental Entity"), unless either the City or such business provides TVEDC with written consent for such assistance from the Other Governmental Entity. TVEDC will not assist any Other Governmental Entity or any existing business with such Other Governmental Entity's and/or existing business' attempt to relocate such existing business from the City to any Other Governmental Entity, unless the Other Governmental Entity or such existing business provides TVEDC with written consent for such assistance from the City, which the City may refuse to provide in the City's sole discretion.
- b. It is the desire of the parties that businesses within Volusia County provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City. TVEDC shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning and programming actions. TVEDC shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the City's community. Except as provided in Section 3.a. above, TVEDC shall disregard boundaries within Volusia County in its program and shall make all reasonable efforts to work with all sectors of local government and the Chamber Alliance, who shall be composed of the executives of several area Chambers of Commerce, in the implementation of its program. TVEDC shall use the funds herein provided for expenditures generally recognized as appropriate for economic and business development purposes. TVEDC shall separately account for use of public funds provided under this Agreement through generally accepted accounting methods. TVEDC shall also provide promotional materials and statistical studies to the City related to economic development.

4. **Promotional Efforts** TVEDC also agrees to create and maintain a landing page for the City on TVEDC's website providing factual redevelopment/economic development information requested by TVEDC and supplied by the City. The City will timely provide TVEDC with information regarding the City as requested from time to time by TVEDC for inclusion by TVEDC on the City's landing page. In addition, it is hereby agreed that TVEDC in its promotional materials will specifically include positive aspects of the City and, upon request, will provide (a) prospective businesses and industry outside Volusia County's jurisdictional limits and only as

contemplated in Section 3.a. above, in Other Governmental Entity jurisdictional limits, and (b) existing businesses and industry inside the City's jurisdictional limits with the latest statistics on the City's growth and desirable features as a place to locate and expand. The City agrees to provide TVEDC with access to whatever information it has available to accomplish this task. Consistent with the purposes set forth in Paragraph 1 above, TVEDC will promote the City's special districts and all other industrial/commercial sites located in the City.

5. **Fiscal Impact Analysis.** TVEDC will provide professional advice on proposed industrial/commercial sites located in the City and any other future areas deemed important by the City. As part of its scope of services, TVEDC shall perform, at the City's request, a fiscal impact analysis of its recommendation; such analysis shall include but not be limited to:
 - Present cost of direct out-of-pocket City and County incentives, if any
 - Cost of tax revenues forgone, if any, plus interest
 - The amount of other tax revenue streams to be collected by the City
 - An estimate of any economic multipliers to be derived based upon a company's local purchases, etc.
 - An estimate of the break-even year
6. **Economic Development Intent** TVEDC's primary focus its effort on job creation and economic development. TVEDC shall actively work with and coordinate its efforts with the City and the Chamber Alliance. The City shall assign a staff member to serve on any of TVEDC Committees as needed and required. TVEDC shall provide the City with an annual report outlining the creation of all jobs within Volusia County and the City.
7. **Report of Operations.** Upon request, TVEDC shall provide the City with a copy of its annual audit performed by an independent certified public accounting firm.
8. **Future Funding.** Nothing in this Agreement shall obligate or commit the City to appropriate any funds in any subsequent fiscal year.
9. **Term of Agreement.** This Agreement shall commence on October 1, 2022 and shall continue in force for a one-year period ending September 30, 2023. In addition, this Agreement may be terminated upon any of the following events;
 - a. Written notice by TVEDC to the City terminating the Agreement with or without cause.
 - b. Written notice by the City to TVEDC of termination of the Agreement for failure or breach of TVEDC to perform its obligations hereunder.
 - c. Approval of a resolution by the City Commission amending the City budget to reduce or rescind the funds provided under this Agreement in accordance with Paragraph 2 above.

Because TVEDC is reasonably likely to have made financial commitments based upon the City Funding received, the effective date of any termination of this Agreement contemplated herein shall be effective thirty (30) calendar days after receipt by the non-terminating party

("Termination Effective Date"). Unless otherwise agreed by the City and TVEDC, upon termination of this Agreement by the City or by TVEDC prior to the end of the Term, TVEDC will reimburse to the City one quarter (1/4th) of the City Funding for each full calendar quarter of the Term remaining from the Termination Effective Date through the end of the Term, with payment being made within ten (10) business days after the Termination Effective Date.

10. **Notices.** Notices required under this Agreement shall be sent by email, first class, certified return receipt requested, or nationally recognized express document service to the following persons representing the parties:

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

TVEDC: Keith A. Norden, CEcD
President & CEO
Team Volusia EDC
One Daytona Blvd, Suite 240
Daytona Beach, FL 32114

11. **Indemnification.** The TVEDC shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including attorneys' fees and costs, arising out of or resulting from the negligent or malicious performance of its operations under this Agreement.
12. **Amendments.** This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.
13. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral in effect between the parties relating to the subject matter of this Agreement.
14. **Public Records Compliance.** Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:
- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

d. Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. If Contractor does not comply with a public records request, the City shall enforce the Contract provisions in accordance with the Contract.

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

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____, 2022.

City of Port Orange, a Florida municipal corporation

By: _____ Date: _____
City of Port Orange, Mayor

Attest: _____ Date: _____
City of Port Orange – City Clerk

Team Volusia Economic Development Corporation, a Florida non-profit corporation

By: Kirk Anderson Date: July 12, 2022

Title: President + CEO Date: _____

Attest: Deborah A. Rebbins Date: July 12, 2022



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (B7b) Award of RFP #22-05 for Golf Course Management to Kemper Sports Management, LLC

DEPARTMENT: Parks & Recreation

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the award of RFP #22-05 for Golf Course Management to Kemper Sports Management, LLC and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The contract for the management of the golf course operations and maintenance expires September 30, 2022. RFP #22-05 was opened and ranked by a committee made up of City staff and one member of the Golf advisory board. The committee viewed and ranked proposals from three companies. JCD Sports Group, Inc, Kemper Sports Management LLC and Troon Golf Inc. Kemper Sports Management LLC was ranked the highest by the committee and has been deemed responsive by the purchasing department. The agreement term is for five years with one five-year renewal and the management fee for year one will be \$76,800.00 and increase slightly each year for five years.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Kemper Sports Management, LLC RFP 22-05 Golf Course Management at Cypress Head Contract	Kemper Sports Management, LLC RFP 22-05 Golf Course Management at Cypress Head Contract.pdf
2.	RFP 22-05 Golf Course Management Evaluation Ranking Summary	RFP 22-05 Golf Course Management Evaluation Ranking Summary.pdf
3.	RFP 22-05 Golf Course Management at Cypress Head FINAL 5.13	RFP 22-05 Golf Course Management at Cypress Head FINAL 5.13.pdf
4.	RFP 22-05 Revised Notice of Intent to Award	RFP 22-05 Revised Notice of Intent to Award.PDF
5.	RFP 22-05 Golf Course Management at Cypress Head Addendum #1	RFP 22-05 Golf Course Management at Cypress Head Addendum #1.PDF
6.	RFP 22-05 Addendum 1 Exhibit A	RFP 22-05 Addendum 1 Exhibit A.PDF
7.	RFP 22-05 Addendum 1 Exhibit B	RFP 22-05 Addendum 1 Exhibit B.PDF

8.	RFP 22-05 Addendum 1 Exhibit C	RFP 22-05 Addendum 1 Exhibit C.PDF
9.	Kemper Submittal	Kemper Submittal.pdf
10.	Services Costs Fees Proposal signed (1)	Services Costs Fees Proposal signed (1).pdf

Susan Lovallo	Created/Initiated - 7/21/2022
Susan Lovallo	Approved - 7/21/2022
John McKinney	Approved - 7/21/2022
Matthew Jones	Approved - 8/4/2022
Wayne Clark	Approved - 8/10/2022
Robin Fenwick	Final Approval - 8/11/2022



CITY OF PORT ORANGE AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as _____ day of _____, 2022, by and between the **City of Port Orange**, Florida, a chartered municipal corporation, located in Volusia County, Florida, hereinafter referred to as "City," the City, as Owner of Golf Club at Cypress Head, hereinafter referred to as "Club" and **Kemper Sports Management, LLC**, a Delaware limited liability corporation, hereinafter referred to as "Contractor" and collectively hereinafter referred to as the "Parties."

SECTION 1. Provision of Services

A. The Contractor hereby agrees to provide management services for both Club House Operations and Turf Operation, as defined herein and in RFP 22-05, at the City's public golf course facility, known as the Golf Club at Cypress Head ("Club"), and as more specifically described in Request for Proposal 22-05 ("RFP 22-05"). This agreement together with RFP 22-05, Addenda, and Contractor's proposal, all of which may be referred to as the "Agreement" and all of which are made a part hereof by reference, shall constitute the formal written Agreement between the City and Contractor. The Management Fees as submitted by Contractor in Contractor's Proposal are attached hereto as **Exhibit "A."** A complete copy of RFP 22-05 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Agreement, as referenced hereinabove.

B. The time, manner, and place for the performance of such services shall be:

Term: The initial term of this Agreement shall commence on August __, 2022 and expire on September 30, 2027, unless sooner terminated as provided herein ("Initial term"). Pursuant to RFP 22-05, if applicable, the period of time between August __, 2022 and September 30, 2022, is intended to provide the Contractor with sufficient time to implement a Transition Plan, if necessary. For purposes of clarification, costs and fees implemented by this Agreement and the billing and payment thereof, shall commence on October 1, 2022. For additional clarification, the anniversary date of this Agreement is defined as October 1st of each year. This Agreement may be renewed for an additional 5-year period, solely at the City's option and with the mutual acceptance by the Contractor within thirty (30) days of the City's exercise of the option; such option shall be exercised by the City, in writing, at least six months prior to the expiration of the original Agreement, subject to review and approval of the City

Manager and budget appropriation.

Manner and Place: Services shall be in accordance with and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances, and regulations, along with the provision by the Contractor of any applicable permits and licenses required by law.

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

Authorization for Services: This Agreement standing alone does not authorize the purchase of any services or require the City to place any orders for service. Authorization for the provision of services from Contractor under this Agreement shall be upon City Council approval as evidenced by a fully executed Agreement by the City.

SECTION 2. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings indicated below:

- A. ANNUAL BUDGET: The annual budget shall include the operating budget and the capital improvement budget.
- B. CAPITAL EXPENDITURES: Capital Expenditure means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course, the cost of which exceeds Five Thousand Dollars (\$5,000.00).
- C. CITY: City means the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- D. CITY COUNCIL: City Council means the elected governing body serving the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- E. CITY MANAGER: City Manager shall mean the official appointed manager of the City of Port Orange, Florida.
- F. CLUB HOUSE OPERATIONS: Club House Operations means the sales of golf services, greens, cart, range, surcharge and other fees collection operations, golf merchandise operations, and other usual and customary functions provided at the Golf Course.
- G. CONTRACTOR: Contractor means Kemper Sports Management, LLC, or any successor to Contractor's interest under this Agreement.
- H. CONTRACT ADMINISTRATOR: Contract Administrator means the individual designated by the City Manager to administer the contract on behalf of the City, to oversee the Contractor's performance of this Contract and to act as the liaison between the City Manager and the

Contractor.

- I. **FINANCE DIRECTOR:** Finance Director shall mean the officially designated director of finance for the City of Port Orange, Florida.
- J. **FURNISHING and EQUIPMENT:** Furnishing and Equipment shall mean all furniture, furnishings, trade fixtures, apparatus, and equipment, including without limitation course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, office equipment, computers, computer software, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course; other than Operating Inventory. An inventory of Furnishings and Equipment shall be provided to the Contractor within three (3) days of contract award, and Contractor shall verify said inventory by close of business (5:00 p.m EST) on October 1, 2022.
- K. **GOLF COURSE:** Golf Course means the Golf Club at Cypress Head, an 18-hole championship course, with a lighted practice facility, driving range, maintenance barn, cart barn, clubhouse, pro shop, restaurant, lounge, banquet rooms, and other related facilities.
- L. **GOLF COURSE EXPENSES:** Golf Course Expenses means operating expenditures including but not limited to all costs and expenses incurred in the operation, management, and maintenance of the Golf Course, including: a) all expenditures incurred by Contractor in the performance of its obligations under this Agreement or expenditures incurred by the City for the benefit of the Golf Course; b) all expenses specifically identified as "Golf Course Expenses" in this Agreement; and c) all other reasonable expenses incurred by Contractor in connection with management of the Golf Course or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided in this Agreement and which expenses, if assumed by Contractor, would be consistent with the role of a golf course manager and shall not exceed the annual budgeted contingency. The total annual golf course expenses, including debt service shall not exceed City Council appropriations. Golf Course Expenses shall include expenses for the Contract Administrator and annual reporting charges or other fees for the Club. Golf Course Expenses shall not include the Contractor's expenses of remediation as required in this Agreement.
- M. **GROSS REVENUES:** Gross Revenues means all revenues of the Golf Course received by the Contractor that is part of this Agreement. These are greens fees and 50% of the Surcharge, cart rentals, all tournament proceeds, outing and event sales and fees, tee time reservation fees, computer handicapping, league fees, pre-paid green fees, sales of gift certificates, and coupon rates for green fees which shall be redeemable within the fiscal year of collection, driving range sales, merchandise sales, and club rentals. Any revenues derived from Golf Course operations, services, or products shall be deemed a part of Gross Revenues. Gross Revenues shall not include inventory and encumbrances.

- N. **KEY EMPLOYEE:** Key Employee means the following positions that are required to be full-time and on-site: general manager, golf course superintendent, director of marketing, and accountant.
- O. **MAINTENANCE and REPAIRS:** Maintenance and repairs mean the provision of continuous proper upkeep of all facilities including but not limited to the golf course, buildings, pro shop, furnishings and equipment, and supplies, without limitations, necessary to assure the proper day-to-day operations of the Golf Course in accordance with the standards identified in **Exhibit "B"** under Maintenance Standards for the Club.
- P. **MERCHANDISE:** Merchandise means golf apparel and accessories offered for resale at the Golf Course pro shop and rental of clubs.
- Q. **OPERATING INVENTORY:** Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Course, including scorecards and cart tickets, driving range balls, golf pro shop merchandise, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and any other similar items used in running the golf operation.
- R. **OPERATING YEAR/FISCAL YEAR:** Operating Year/Fiscal Year means a twelve (12) month period commencing on October 1 and continuing through to the following September 30.
- S. **SURCHARGE:** A surcharge shall be collected from every player of golf pursuant to **Resolution No. 21-33** of the City of Port Orange, as amended from time to time.
- T. **CONTRACTOR OUT-OF-POCKET EXPENSES:** For purposes of this Agreement, out-of-pocket expenses shall not be a Golf Course Expense and shall generally mean Contractor travel expenses in excess of the annual budget and as needed to properly operate and manage all golf course operations at the Golf Club at Cypress Head; and the Contractor's remediation expenses as required in this Agreement.
- U. **TRANSITION PERIOD:** The period of time from award of the contract thru September 30, 2022 in anticipation of the newly awarded vendor taking over the management of the Golf Course. This is a time for completing audits, taking inventory, hiring staff, installing software programs, securing required licenses and permits, and any other tasks necessary for taking over the management of the Golf Course facilities.
- V. **TRANSITION PLAN:** A plan for providing for orderly, coordinated change of service providers,

including but not limited to, completing audits, taking inventory, hiring staff, installing software programs, securing required licenses and permits, and any other tasks necessary for the orderly transition of service provider for the management of the Golf Course facilities.

- W. EMERGENCY: Emergency shall mean a breakdown in any City service or when supplies are needed for immediate work which may be essential to, or may virtually affect the public health, safety, or general welfare.

SECTION 3. SCOPE OF SERVICES

The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Agreement ("Contract Administrator"). The Contractor shall, in a satisfactory and proper manner, as determined by the Contract Administrator, perform the following services:

A. GENERAL

In accordance with the approved budget and subject to the availability of funds as appropriated therein, the Contractor shall provide Golf Course Management Services for both Club House Operations and Turf Operations as set forth below. It is the intent of this Agreement that the Contractor shall provide continual quality improvements to all aspects of the Golf Club's operations.

1. Club House Operations shall include but are not limited to the following usual and customary operations:

- a. Marketing of all golf facilities and programming;
- b. Managing the golf course and clubhouse operations, driving range, building operations, golf cart and storage operations, and golf programs, including the sale of golf merchandise;
- c. Providing planning, budgeting, accounting, personnel, and other administrative services in support of the golf operation at the golf course facility, as well as other services normally associated with the operation of public golf courses in a municipal setting;
- d. Continued support and marketing of all special interest golf programs now offered by the City at the golf facility. These programs include, but are not limited to junior golf programs, men's and women's golf leagues and tournaments, and golf instruction programs;
- e. Janitorial functions in all facilities including but not limited to the clubhouse buildings, maintenance facility, driving range buildings, course restrooms, course shelters, golf cart storage buildings, and employee restrooms;

- f. Payment to the City each month for the use of golf carts;
 - g. Performance of the detailed descriptions of this scope of services as included in the RFP 22-01 and the Contractor's Proposal; and
 - h. One-half of the Surcharge shall be remitted to the City each month.
2. Turf Operations means the agronomic and horticultural practices required in **Exhibit "B"**, management and maintenance of the motorized equipment used for that purpose, and implementation of the City's fleet maintenance standards and preventative maintenance services for the fleet and the facilities, fences, cart paths, buildings, garages, and storage spaces. This component may include but is not limited to the following:
- a. Providing qualified managers and employees necessary for the maintenance services at the golf facilities;
 - b. Maintaining all turf and landscaping, including first and last impression area;
 - c. Maintaining all buildings, equipment, and associated facilities and performing the detailed descriptions of the scope of services as included in RFP 22-05; and
 - d. Payment to the City each month for the use of golf course vehicles, tractors, mowers, and other maintenance equipment.
3. The Contractor shall hire, train, promote, discharge, and supervise the work of the Key Employees, executive staff, and all other employees of the course. All persons employed by the Contractor for such purposes shall be deemed employees of the Contractor. The Contractor shall pay all of the salaries, wages, payroll taxes, and benefits due and owing to and/or on account of such persons. The Contractor shall deduct from such employees' salaries all required taxes, charges, and assessments and shall make and file such reports as may be required by the federal, state, and local government agencies. All personnel shall be employees of the Contractor, and the amount equal to all salary and benefits shall be a golf course expense in accordance with the annual budget approved by City.

B. ANNUAL BUSINESS PLAN AND ANNUAL BUDGET

- 1. Beginning on October 1, 2022, and every successive fiscal year thereafter, the Contractor shall comply with the City's Annual Budget Calendar for submittal of its Capital Improvement Plan and Annual Budget. The Annual Business Plan shall be submitted in accordance with the calendar for the Annual Budget.
- 2. The total annual expenses, including debt service shall not exceed City Council Appropriations. The Contractor shall include a recommendation on the golf course fees and charges. Fees and charges for the golf course shall be established by Resolution of the City Council.
- 3. The Contractor may, from time to time, request the City Council to amend the Annual Budget as to the golf course management services described within this Agreement.

4. Contractor shall be solely responsible for preparation of the Golf Course Annual Budget and for presentation of that Budget to the City Council. Contractor acknowledges that the decision of the City Council is final and that the City Council serves as final arbiter on budget matters.
5. With respect to emergency expenditures, if at any time during the term of this Agreement a condition should exist in, on, or about the Golf Course of an emergency nature that is unforeseen in nature and is not attributable to any act or omission of Contractor, and such condition, in Contractor's discretion, requires immediate action to preserve and protect the Golf Course, to better assure the operation of the Golf Course, or to protect its customers, guests, or employees, Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such conditions, whether or not provisions have been made in the applicable Budget for any such expenditure. The Contractor shall notify the City Manager, if at all possible, prior to the expenditure but in all events within twenty-four (24) hours of any such emergency condition or expenditure.
6. With respect to unanticipated expenditures and reallocation of funds, the City understands and agrees that the Budget is intended to be a reasonable estimate, and, accordingly, the Contractor, subject to City approval, shall be entitled from time to time to revise the Budget to cover any expenditures that were unanticipated at the time of preparation of the Budget but are reasonable and necessary to carry out the provisions of this Agreement. The Contractor is authorized to take all action reasonably deemed necessary by Contractor to implement, perform, or cause the performance of the items set forth in the Budget. If the Budget is required to be modified in such a manner that will not increase the overall expense or revenue appropriation, then the Budget transfer may be approved by the Contractor upon written notice to the Finance Director within twenty-four (24) hours. If, however, the Budget is required to be modified in such a manner that will cause an increase in overall appropriations, then the City Council must authorize the modification.

C. ENVIRONMENTAL STATEMENT

1. The Contractor shall include in the Annual Business Plan, as mutually agreed upon in the approved Annual Budget, the adoption, inclusion, and placement in the practice of the environmental principles as adopted by the Golf Course Superintendent Association of America in all aspects of daily operations, maintenance operations, and capital or remedial improvements to golf premises and facilities.
2. Prior to October 1, 2022, the City shall perform a Phase I Environmental Assessment at the sole cost of the Contractor as a Golf Course Expense and provide copies of all such reports to Contractor.
3. Upon termination, Contractor shall perform a Phase I, the cost of which shall be a Golf Course Expense, and provide copies of all such reports to the City. Further, if needed, as determined at the City's discretion or as may be recommended by the Phase assessment, a Phase II or III, Environmental Assessment will be performed as determined in accordance with the already completed phase assessment. Contractor shall be responsible for the cost of any environmental remediation required in order to correct any

violations of environmental laws resulting from the negligence or willful misconduct of Contractor. The requirement for remediation by the Contractor shall survive the termination of this Agreement.

4. Notwithstanding anything to the contrary contained in the Agreement or elsewhere, Contractor shall not defend, indemnify or hold City harmless of or from any liability, loss, damage, cost, or expense (including attorneys' fees and expenses) involving any pre-existing environmental problems or liabilities discovered on the Golf Course that occurred prior to October 1, 2022, except that Contractor is found to have caused said environmental condition.

D. PERSONNEL

1. Employment

In accordance with the approved budget, Contractor shall be responsible for the employment of all personnel for the turf and clubhouse operations.

2. Contractor's Clubhouse and Turf Operations of Golf Course

- a. All clubhouse and turf operations shall be transferred to and performed by the Contractor.
- b. It will be the Contractor's responsibility to provide the City with annual turf condition evaluation as described in **Exhibit "B"**.

3. Staff

The aggregate payroll for employees at the Golf Course shall not exceed the amounts set forth in the approved Annual Budget. The Contractor shall include in the Annual Business Plan, the qualification and identifications of the Key Employees for staffing the next fiscal year. If a change occurs with the Key Employees during the fiscal year the Annual Business Plan shall be amended and submitted to the City.

4. Qualifications

The Contractor shall employ only employees who are properly qualified for their positions. Contractor may assign management trainees to the Golf Course under the supervision of trained professionals.

5. Retirement and Benefit Plans

Contractor may provide Golf Course employee benefits so long as the expense of the benefits is included in the approved Annual Budget.

6. Temporary Assignment of Other Contractor Personnel

If the position of a Key Employee, as defined herein, or other management positions of the Golf Course are not filled for whatever reason, the Contractor may temporarily, for a period not to exceed ninety (90) days, assign to these positions the staff of other golf course and country clubs operated by the Contractor. During such time as these employees are temporarily assigned to the Golf Course, all such employees will be paid their regular Compensation. The pro-rata share of such employee's Compensation equal to the actual time such employees worked at the Golf Course shall be a Golf Course

expense.

7. Management Staff

- a. The General Manager of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course and shall be on site for day-to-day management and operation purposes. The name and telephone number, both home and business, of the General Manager shall be provided, in writing, to the City and shall be kept current at all times. The General Manager, or upon written notice to the City, his designee, shall be reasonably available during normal working hours to meet with the Contract Administrator. After normal working hours, the General Manager, or designee, shall be reasonably available to appear at the Golf Course if deemed necessary by the Contract Administrator or Contract Administrator's designee. The General Manager shall establish his or her principal residence within one (1) hour driving distance of the Golf Club at Cypress Head, unless waived by the City Manager.
- b. The Golf Course Superintendent for the Golf Course shall be a member in good standing of the local chapter of the Golf Course Superintendents Association.

E. MERCHANDISE SALES

1. The Contractor shall operate the merchandise sales as a profit center and shall perform the following:
 - a. Purchase, maintain, and rent out carts, golf clubs, and golf bags at the Pro Shop at the Golf Course.
 - b. Order, purchase, pay for and offer for resale at the Pro Shop of the Golf Course, all golf equipment, golf merchandise and supplies, sportswear, apparel, and other golf accessories.
2. The Contractor shall insure that a qualified individual is assigned to be responsible for ordering and reordering inventory, inventory display, reporting and training for merchandise sales.
3. Budgeted Clubhouse personnel are permitted to handle merchandise sales, cart rentals, and golf club rentals and to assist the Merchandise Manager.
4. The Contractor shall maintain and stock a reasonable inventory of Merchandise at various grades and sell them at competitive prices.
5. All sales tax and other taxes that might be due and payable as part of the merchandise sales at the Pro Shop shall be paid for from the proceeds of such sales by the Contractor.
6. All city, state, federal, and/or other licenses required for the appropriate operation of Merchandise Sales at the Pro Shop of the Golf Course shall be obtained in the name of the Contractor and shall be a budgeted Golf Course Expense.

7. All revenues derived from Merchandise Sales shall remain with and belong to the City and shall be considered part of the Gross Revenues. Credit Card Merchandise Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.

F. REVENUES AND DEPOSIT OF REVENUES

1. All Revenues collected in the Golf Course by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than the close of business day at the Golf Course. The Finance Director shall be an approved signature on the account.
2. The Contractor shall abide by the money handling procedures as promulgated by generally accepted governmental accounting standards. Contractor shall design, establish, implement and maintain procedures for the accounting and control of the revenues from the time of their collection by Contractor to the time of deposit at the bank. This shall include a system of internal controls to account for and to safeguard all gross revenues. Such procedures shall include each of the accounting and cash control processes recommended by Contractor and approved by the City, which approval shall not unreasonably be withheld.
3. The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value. The Contractor shall provide a fidelity bond for all employees that shall handle cash sales or other financial transactions.
4. City acknowledges that Contractor has not made any guarantee, warranty, or representation of any nature whatsoever concerning or relating to (i) the Budgets, or (ii) the amounts of revenues to be generated from the operation of the Facility other than the fact that the Budgets, including revenues and operating expenses, are based on the Contractor's knowledge and expertise in the area of golf course management, for which the contractor represents itself to be competent, knowledgeable and experienced.

SECTION 4. MANAGEMENT FEE

A. Fixed Management Fee

1. Contractor shall receive a Fixed Management Fee, payable monthly, in arrears, in an

amount equal to one-twelfth (1/12) of the fee for the then current fiscal year as set forth in **Exhibit "A,"** plus budgeted expenses as previously defined herein, as approved in the Annual Budget.

2. The first payment of the Fixed Management Fee for the balance of FY 22-23 will be payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of the fee for the then current fiscal year as set forth in **Exhibit "A,"** plus budgeted expenses as previously defined herein, as approved in the Annual Budget. Thereafter, such Fixed Management fee shall be paid from the operating account, and documented by invoice, on or before the Tenth day of each subsequent calendar month during the term of this Agreement and only upon submission of an original invoice from the Contractor.

SECTION 5. CITY RESERVATION OF SPECIAL GOLF COURSE USES

The City reserves the right to utilize the Club for City-organized events a minimum of four (4) times per year. The City will not be obligated to pay the greens and cart fees for those events. However, the City will negotiate the dates and times of said events with the Contractor's staff.

SECTION 6. TRANSFER OF FUNDS

A. Working Capital.

Contractor shall have the right to retain at all times in the operating account a cash reserve ("Working Capital") in an amount equal to the required amount of Working Capital specified in the Annual Budget to fulfill the Annual Business Plan for the then-current Fiscal Year. If at any time during any Fiscal Year Contractor reasonably determines that Working Capital specified in the then-current Annual Budget is insufficient, then Operator shall notify City of the projected deficiency, and shall also provide City with a detailed explanation setting forth the reasons therefor.

B. Remittance to City.

At the end of each month, Contractor shall determine the amount (if any) by which the balance of the operating account exceeds the Working Capital requirement specified in the then-current Annual Budget and the amount, if any, needed to fund any projected deficiency. Funds in the operating account in excess of the specified Working Capital requirement shall be remitted to City on or before ten (10) days after the end of such month.

SECTION 7. SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City, and the City's approval shall be solely within the City's discretion. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 8. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any

interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

SECTION 9. COMPLIANCE WITH LAWS AND POLICIES

- A. Laws. This Agreement is subject to and the Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange.
- B. Financial Management Policies and Procedures. This Agreement is subject to and the Contractor agrees to comply with the Policies and Procedures of the Finance Department of the City to the extent applicable.
- C. Equal Employment Opportunity. Contractor shall not discriminate in its employment practices because of race, religion, sex, age, disability, marital status, or national origin. This Agreement is subject to and the Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Port Orange, Florida.

SECTION 10. HOLD HARMLESS AND INDEMNIFY

- A. The Contractor shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, that result in injury to, constitute violations of individual rights of persons, results in damage to property any other liability for the City.
- B. Unavoidable Delays. The provisions of this Section shall be applicable if there shall occur, due to no fault of the party asserting the Unavoidable Delay (as hereinafter defined) and beyond the reasonable control of such party, during the term of the Agreement any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefore beyond the control of the party obligated to perform, (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or another casualty, or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform. If either party shall, as the result of any of the above-described events, fail punctually to, perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such event, such failure shall be excused and not be a breach of this Agreement by the party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to the term of this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date shall be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable

Delay. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

SECTION 11. INSURANCE

- A. The Contractor, as a Golf Course Expense, shall maintain at all times during the term of this Agreement the insurance policy of specified types and kinds with the coverage and limits, currently in place as more particularly described in the attached **Exhibit "C,"** made a part hereof by this reference.
- B. The Contractor, as part of the Golf Course Expense, shall procure and maintain during the term of this Agreement State of Florida Worker's Compensation insurance in such amounts as are required by general law. The Contractor shall provide to the City a waiver of subrogation rights.
- C. The Contractor shall retain the originals of such insurance policies and a copy or memorandum copy of a document evidencing such insurance coverage shall be furnished to the City not later than 15 days prior to commencement of services by the Contractor under this Agreement.
- D. The City shall be notified in writing 30 days prior to cancellation or nonrenewal by the Contractor of any changes in such policies.
- E. The Contractor shall acquire, as an expense of the Golf Course, any other insurance required by the State of Florida or deemed prudent or necessary by the City of Port Orange.

SECTION 12. PUBLIC RECORDS COMPLIANCE, REPORTS, INFORMATION AND AUDITS

Contractor represents that they shall comply with public records laws as set forth in Chapter 119, Florida Statutes and shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian public records, in a format that is compatible with the information technology systems of the City.

If the Contractor does not comply with a public records request, the City shall deem the non-

compliance a breach of this Contract, and the Contractor may be subject to penalties under 119.0701, Florida Statutes.

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

- E. The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
- F. The period of access provided in this Section 12 for records, books, documents and papers which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of this Agreement shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.
- G. The Contractor, at such times and in such form as the City may require, as a Golf Course Expense, shall furnish the City such reports as may be reasonably requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain on-site all financial and administrative records as public records as prescribed by the public records laws of the State of Florida, and shall permit the City or any of its representatives or auditors (both internal and external) access to such records.
- H. The City shall make available to the Contractor financial information regarding matters covered in this Agreement. Upon termination of this Agreement for any reason, the Contractor shall immediately deliver the financial and administrative records to the Finance Director
- I. The Contractor shall in a timely manner provide to the City the reports and information as required in Section 6 – Special Conditions of RFP 22-05.
- J. The City retains the right to perform unannounced inspection of all records during normal business hours. This inspection will be conducted consistent with internal audit procedure and performed in accordance with generally accepted governmental auditing standards.
- K. As a Golf Course Expense, Contractor shall retain a firm of certified public accountants to perform independent annual audits. The result of this audit will be reported in a timely manner, not later than 90 days after the close of the fiscal year, to the City Council and included with the Annual City Audit.

SECTION 13. CONFLICT OF INTEREST

No officer, employee, or agent of the City of Port Orange who exercises any functions or responsibilities in connection with the planning and implementation of the services provided under this Agreement, nor shall any City of Port Orange officer's, employee's or agent's immediate family

member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

SECTION 14, INDEPENDENT CONTRACTOR

- A. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City of Port Orange. Nothing herein shall be construed as creating a partnership or joint venture between City of Port Orange and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City of Port Orange, nor shall any such person be entitled to any benefits available or granted to employees of City Port Orange.
- B. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.
- C. None of the parties hereto is an agent, employee, or representative of the other, except as authorized in writing by the City pursuant to the City's purchasing policies and for purposes of managing the operations pursuant to the licensing relating to the sale of alcoholic beverages.
- D. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any rights hereunder to third parties or other persons, or increase the duties or responsibility of the parties to other persons; the sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties hereto, each to the other.

SECTION 15. DEFAULT, CURE, REMEDY AND TERMINATION

- A. In the event either party defaults in the performance of any of the covenants, agreements or promises to be kept, done or performed by the Contractor under the terms of this Agreement or fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default and in case of defaults not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default within five (5) working days of the notification thereof, shall diligently pursue correction, and shall notify the non-defaulting party of the corrective steps performed and scheduled to be performed, and of the estimated time to cure, and thereafter the defaulting party shall complete the correction of the default with diligence. The default shall be corrected within thirty (30) days, unless a longer period of time is agreed to by the non-defaulting party and the defaulting party shall not knowingly thereafter commit the same default. In the event of default by the Contractor, the City reserves the right

to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

- B. If either party fails to correct the default as provided above, the non-defaulting party shall have the right and remedy singularly, or in combination, with such other rights and remedies provided by law or equity, to declare that this Agreement, together with all rights granted hereunder are terminated, effective upon such date as the non-defaulting party shall designate.
- C. In the event that the Contractor (i) commits a material breach of this Agreement which is incapable of cure within 120 days of the date of such breach, or (ii) breaches this Agreement more than twelve separate occasions (as shown by notice from the City to the Contractor) during any Fiscal Year, or (iii) commits a breach of this Agreement as set forth in Section 15, paragraph D, the City shall have the following rights and remedies which the City shall have singularly, or in combination with such other rights and remedies provided by law:
 - 1. The right to declare that this Agreement, together with all rights granted the Contractor hereunder, is terminated, effective upon such date as the City shall designate.
 - 2. The right to demand the Surety to secure the performance of this Agreement.
- D. The following which shall not be all-inclusive, shall constitute substantial and material events of default and shall entitle the City to exercise the City's rights and remedies under this Agreement, including but not limited to those specified in this Section 15.
 - 1. The determination that any material representation or warranty of Contractor contained in this Agreement or any Exhibit attached to this Agreement is not true, accurate, and complete, and is materially misleading.
 - 2. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state statute by or against Contractor or the principal of Contractor, or the failure by Contractor or the principals of Contractor to generally pay their debts as they become due.
 - 3. An application for the appointment of a receiver for the making of a general assignment for the benefit of creditors by, or the insolvency of, Contractor or the principals of Contractor.
 - 4. The dissolution, merger, consolidation or reorganization of Contractor.
 - 5. If there is any change of control of Contractor, whether voluntary or involuntary, by sale, merger, consolidation, reorganization, or otherwise.
 - 6. If any creditor of Contractor or the principals of Contractor proceeds, threatens to proceed or notifies Contractor or the principals of Contractor of its intention to proceed to enforce its rights under the provisions of any instrument creating an interest in the assets of Contractor or the principals of Contractor or if any creditor of Contractor or the principals of Contractor seeks, threatens or notifies Contractor or the principals of Contractor of its intention to accelerate the payment of any debt owing to it by the Contractor or the principals of Contractor, or if Contractor or the principals of Contractor are otherwise in default under the terms of any agreement creating an interest in the assets of Contractor or the principals of Contractor.

7. If the City, in its sole discretion, determines in good faith that a material adverse change has occurred in the financial condition of Contractor most recently disclosed to City in any manner and as required in RFP 22-05.
- E. Upon termination of this Agreement, the City shall be entitled to a limited license to use for the six (6) months following such termination, printed materials with the Contractor's logo.

SECTION 16. OWNERSHIP OF PROPERTY

- A. The Contractor agrees that at the expiration or in the event of any termination of this Agreement all properties of the City shall be returned to and delivered to the City on or before the effective date of the termination, including but not limited to, the financial and administrative records of the golf course operation performed by the Contractor, the furnishing and equipment, the merchandise, the operating inventory, the buildings and all other facilities and property of the Golf Course.
- B. The name, trademark, and logo of the Golf Club at Cypress Head are and shall remain the property of the City of Port Orange, Florida.

SECTION 17. NOTICES

- A. This Agreement requires that any notices, approvals, authorizations, waivers, instructions, or determinations shall be effective only when given in writing and signed by the City Manager or the authorized designee.
- B. This Agreement requires that all notices shall be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City:

Attention; City Manager
CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129-4144

To Contractor:

Kemper Sports Management, LLC
Attention : Steven K. Skinner, Manager
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Telephone: (847) 850- 1818
E-Mail: jgoldblatt@kempersports.com

SECTION 18. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision

of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Florida. The City and the Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

SECTION 20. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 21. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 22. ATTORNEY FEES AND COSTS

The Parties acknowledge and agree that they have actively participated in the negotiations and drafting of this Agreement, and should any ambiguities exist in this Agreement, the ambiguities shall be construed fairly and not for or against any of the Parties to this Agreement. In the event of a dispute between the Parties arising out of the performance or enforcement of the terms, conditions, and obligations imposed by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in connection with such dispute, including attorney fees and costs incurred at the appellate level.

SECTION 23. CONFLICTS AND SEVERABILITY

- A. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in the RFP 22-05, the terms and conditions set forth in this Agreement shall prevail.

- B. This Agreement shall be severable if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

SECTION 24. MISCELLANEOUS PROVISIONS

- A. Contract Construction. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.
- B. Authority to Sign. Each person signing this Contract warrant that he or she is duly authorized to do so and to bind the respective party to this Contract.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date set forth hereinbelow.

Kemper Sports Management, LLC

Witnesses:

Printed Name: _____

By: _____

If this Contract is signed by an individual not identified as officer or authorized person of the entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the entity.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or___online notarization, this _____ day of _____, 2022, by _____ of Kemper Sports Management, LLC . He/She is _____ personally known or produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Witnesses:

CITY OF PORT ORANGE

By: _____
Printed Name: _____ Donald O. Burnette, Mayor

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **XX** physical presence or online notarization, this _____ day of _____, 2022, by Donald O. Burnette, 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:

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

Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

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

EXHIBIT “A”

Contractor's Proposal

Consisting of 1 Page

Tab E: Services Costs/Fees Proposal

- Form 9.8 Professional References for Previous Experience



"ATTACHMENT 1" SERVICES COSTS/FEES PROPOSAL FORM
RFP 22-05
GOLF COURSE MANAGEMENT AT CYPRESS HEAD

Completed "Attachment 1" Services Costs/Fees Proposals form MUST be included with Proposal Submission Under Tab E - Proposed Fees as Completed on Attachment 1 - Services Costs/Fees Proposal

Proposers are required to complete all fields shaded in green. Proposers are encouraged to provide "Attachment 1" in Excel format in electronic format (thumb drive).

NAME OF BUSINESS:	KemperSports Management
CONTACT PERSON:	Jeremy Goldblatt
EMAIL ADDRESS:	jgoldblatt@kempersports.com
AUTHORIZED SIGNATURE:	
Year	A. Management Fees
1	\$76,800.00
2	\$79,104.00
3	\$81,477.12
4	\$83,921.43
5	\$86,439.08
TOTAL	\$407,741.63

EXHIBIT “B”

Maintenance Standards for the Club

Consisting of 6 Pages

Exhibit B

Maintenance Standards for the Club

Greens, Fairways and Tees

One of the most important components of providing exceptional services to the golfing community is to give players a meticulously maintained course. The condition of the greens, fairways, and tees and all other areas within the property lines of the Club must be monitored daily and maintained to United States Golf Association (USGA) standards. The greens have been designed and constructed in accordance with USGA standards and the City expects them to be maintained accordingly. To ensure this, it will be the responsibility of the successful proposer to present an annual USGA Green Section Turf Advisory Service Report to the City Council. The successful Proposer will be required to maintain on site all of the necessary records, files, and documentation used to verify maintenance activities.

The City understands that many conditions (weather, soil, wind, disease, etc.) affect a Proposer's "routine" maintenance practices. For example, improved playing conditions may be achieved by increasing the number of top-dressing applications or verticuts on the greens and fairways. The City encourages Proposers to identify a higher level of maintenance standards in their proposal package, with the understanding that the base level must be provided at a minimum. In order to evaluate proposals consistently and for future performance evaluations the following are the base maintenance standards that must be provided by each Proposer. Any deviation to the base standards the City has identified must be clearly described in full detail in the proposal package. Along with a description of a proposed deviation to the base standards, Proposers will be required to explain the reasons they want to offer an alternative approach.

I. Fertilization Requirements

GREENS

- Greens should be fertilized with a nitrogen fertilizer using a minimum of 14 lbs. per 1000 sq. ft. and no more than 16 lbs. per 1000 sq. ft. per year.
- During the overseed period (November – April) the Greens will be spoon fed @ .125 lb. per 1000 sq. ft. of Nitrogen per application.
- There should be a minimum of three granular fertilizer applications using a 4-1-2 or 2-1-2 ratio of NPK (Nitrogen, Phosphorous, and Potassium).
- One week prior to overseeding an application of granular fertilizer will be applied as a pre-plant/starter to winterize the turf and help germinate the overseed.
- During the warmer months of April through October, monthly and weekly applications of fertilizer will be applied using the 4-1-2 or 2-1-2 ratios and can be applied as granular or spray.
- Proposers may use any combination of slow release and soluble nitrogen release fertilizers as well as complete combination fertilizers.
- Phosphorous, Potassium and minor elements are an important part of turfgrass and must be applied on a program with Nitrogen. Each year the program will be submitted to the USGA Agronomist in preparation for the required annual turf grass report.

- Fertigation through the irrigation system is not an acceptable method of applying the required fertilizers. Fertigation can only be used as a supplemental form of plant nutrition and surfactant application.

TEES

- Tees should be fertilized a minimum of eight times each year. The minimum rate of application of Nitrogen and Potassium is 8 lbs. per 1000 sq. ft.
- Phosphorus should be applied eight times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

FAIRWAYS, ROUGHS, DRIVING RANGE AND CLUBHOUSE TURF

- These areas will require a minimum of six (6) fertilizer applications per year; fertigation is not to be included in the number of applications.
- A minimum of 6 lbs. per 1000 sq. ft. of Nitrogen and Potassium are required.
- Phosphorus should be applied six (6) times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

LANDSCAPE, ORNAMENTALS AND SHRUBBERY

- Each of these will require at least two fertilizer applications per year.

SOIL ANALYSIS

- Soil samples should be taken twice a year on Greens, Tees, and Fairways.
- Fertilizer applications may be tailored to the soil needs.
- A certified laboratory should analyze the samples and the resulting report will be used to make treatment decisions.

II. Mowing Requirements

GREENS

- Greens will be mowed on a daily basis, weather permitting.
- If Greens' mowing is skipped, it shall be recorded in the daily log and a description of the circumstances that prevented the mowing should also be provided.
- Mowing heights will be maintained on a daily basis to keep a smooth rolling surface and a stimpmeter speed of at least 9 and no more than 10.5 (stimpmeter must meet the U.S.G.A. requirements).
- This activity should be scheduled at such a time as to limit the interference of play.

TEES, FAIRWAYS, AND APRONS

- Must be mowed at least three times per week.

- Mowing heights must be maintained at .500 or lower.
- This activity should be scheduled at such a time as to limit the interference of play.

ROUGHES

- Must be mowed at least two times a week.
- Mowing heights can be maintained at 1.250" – 1.750".
- This activity should be scheduled at such a time as to limit the interference of play.

MISCELLANEOUS

- Bunker slopes, bahia grass, clubhouse turf, and all other turf areas should be mowed at least one time per week.
- During cooler months it may be acceptable mow bi-weekly.

III. Cultural Practices

AERIFICATION

Greens – are required to be aerified 3 times per year between the months of April and September. Coring tines with a minimum diameter of .500" are required to be used two of the three times. The third aerification should be done with .250" tines.

Tees and Aprons – are required to be aerified at least two times a year with .500" coring tines.

Fairways and Roughs - are required to be aerified at least two times a year with .750" coring tines.

Topdressing - is required following aerifications. Topdressing material should meet the requirements of the U.S.G.A. specifications. All cored holes and turf canopy of all greens, tees and aprons should be filled and covered.

Traffic and Wear Areas – require year-round solid tine aerification to reduce compaction and matted/worn turf areas.

VERTICUTTING

Greens – are required to be verticut monthly from April through November or as needed. Light top dressing will be applied after each verticut.

Fairways - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

Tees and Aprons - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

IV. Chemical Program

HERBICIDES

- A post and pre emerge program should be in place prior to each weed season.

- A minimum of two pre-emerge summer weed control applications are to be scheduled between February and June.
- Products such as Ronstar, Dimension, and Pendimethalin are acceptable for these purposes and should be used in conjunction with a granular fertilizer application.
- Pre-emerge control for Poa Annua, escape rye grass, and winter broadleaf is also required during overseeding months.
- Post emergent control will be on an as needed basis on all turf and landscape areas such as tree rings and plant bed edges.
- Mechanical removal of all weeds is strongly recommended before herbicides are applied.

INSECTICIDES

- Preventative and post treatment programs for mole crickets, ants, all types of worms, grubs, wasps, and any other turf damaging insects are required.

FUNGICIDES

- Preventative and post treatment programs for disease are required.

V. Cups and Pins

- Cup locations should be changed at least seven (7) times a week.
- Cups should be moved at least twenty (20) feet from previous location.
- Cups should be replaced at least two (2) times a year and painted on a bi-weekly basis.
- Pin locations are affected by many factors. Proper placement of the pins requires judgment and knowledge of the game. The USGA recommends that the pin be placed at least five (5) paces from the nearest edge of the green. Pins should not be placed in tricky positions.
- The pin should be placed according to the design of the hole. For example, for long shots with a wood or low iron, pins should be placed far enough from the front and sides to accommodate the required shot and provide adequate room to put.

VI. Repairs

- Repair all ball marks, divots, and other damaged turf on greens and practice greens daily.

VII. Cart Paths

It will be the responsibility of the Proposer to maintain the concrete cart paths throughout the course. The paths must be maintained free of all debris and weeds. All repairs to the cart path must be accomplished in a timely manner so as to provide a safe route for moving about on the course. Proper herbicides will be applied and routine edging will be

required to accomplish this requirement. Erosion control will also be necessary in some areas to avoid degrading the integrity of the paths.

VIII. Irrigation

It shall be the responsibility of the Proposer to ensure that all of the equipment required to irrigate the golf course is maintained in good repair. The Club uses reclaimed water from the City's wastewater system in its routine irrigation practices. The source of the water used for irrigation is surface water obtained from the ponds on the property, one of which is the receiving pond for the re-use water. The proposer will need to report and follow the City filing permit for well use.

Proposers will be expected to repair and replace all heads, valves controllers, pumps, wiring, and lines as needed to keep the proper operation of the irrigation system on the entire golf course. The greens, fairways, and tees will be irrigated as is necessary to ensure the best playing conditions and support proper growth of the turf. Many conditions affect the frequency and amount of irrigation used in each application. It will be the responsibility of the Proposer to determine this frequency. The USGA annual turf advisory report provided by the Proposer to the City each year will provide an independent assessment of how well the successful Proposer performed this and other maintenance requirements set forth by City policies.

IX. Fleet Maintenance and Golf Carts

The City acquires most of the capital equipment used in the operations of the golf course on behalf of the Club and then allows the Club to use the equipment. The maintenance equipment and the golf carts therefore are not a part of the Club's inventory, rather it is on the City's inventory. A new fleet of golf carts have been purchased in 2022. The City wants all Proposers to be aware of this pre-existing obligation and recognize that the annual use payments are established each year during the City's annual budget development process.

Fleet maintenance is an integral part of maintaining the playing conditions of the course. Therefore, it will be the sole responsibility of the successful Proposer to maintain the equipment in good working order and service the equipment when required. It is imperative that each Proposer ensures that the equipment used by the staff is in the best shape possible. This will require warranty enforcement, repair and maintenance of damaged equipment, such as hydraulic leaks, calibration problems, tires, and many other equipment problems. Equipment operators must be trained in the use and care of all such equipment and must be alert to operational problems that occur while on the course. Avoiding damage to the greens, fairways, and tees from operator errors and poor fleet maintenance practices is an important aspect of maintaining the course in top playing shape.

Therefore, proposals must include a description of the Proposer's preventative maintenance and equipment operator training programs in the Operational Concepts section of the proposal package. Also, the proposal package must identify the recommended renewal and replacement program for the equipment and carts.

X. Facility Maintenance

It will be the sole responsibility of the Proposer to ensure that all of the Club's facilities (Proshop, restrooms, cart barn, maintenance facility and course restrooms) and buildings are maintained in a manner consistent with a first-class destination and a premier municipal golf course. Cleanliness of the grounds around the facilities and the exterior and interior of the buildings must be maintained to a level that is satisfactory to the City. The normal routine maintenance of the facilities must be designed to keep the premises in a good state of repair, free from hazardous conditions and deterioration, thus providing a comfortable and safe environment for all visitors and patrons of the Club. This will include, at a minimum:

1. Repairing and Maintaining

- a. The HVAC system
- b. Range ball dispenser
- c. Range lights
- d. Electrical system
- e. Plumbing
- f. Buildings
- g. Fences
- h. Parking lot landscape irrigation
- i. Entrance sign and other signage

2. Repairing and replacement of all office furnishing including window treatments

3. Trash and rubbish removal

4. Providing full utilities to all buildings

5. Providing janitorial services

XI. Lake Maintenance

The costs associated with lake maintenance will be the responsibility of the successful Proposer; however, the City's Public Works Department will oversee the lake maintenance and vendor contract since some of the lakes are included in the original mitigation plan approved by the State of Florida Department of Environmental Protection. It is imperative that the lakes are maintained in accordance with applicable laws, rules and regulations.

EXHIBIT “C”

Insurance Requirements

*The Insurance requirements shall be attached to the executed Contract once received by the City from Kemper Sports Management, LLC. The insurance requirements shall continue as previously documented in the Club Insurance Program as presented by Town & County Insurance Agency, Inc. dated July 1, 2021 to July 1, 2022.

Consisting of ____ Pages



Evaluation Ranking Summary

Date: 7/18/22

RFP #22-05 Golf Course Management at Cypress Head

Firm Name	Total Score (Maximum 300)
Kemper Sports Management, LLC	282.88
Troon Golf, Inc.	270.00
JCD Sports Group, Inc.	248.67

Comments

On July 13, 2022 a Request for Proposal Evaluation Committee scored proposals from the 3 firms listed above. The committee agreed by consensus to recommend for award the following firm: Kemper Sports Management, LLC.

"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 July 21, 2022 at 9:00 a.m. E.S.T.

CITY OF PORT ORANGE, FLORIDA

REQUEST FOR PROPOSAL

RFP #22-05

GOLF COURSE MANAGEMENT AT CYPRESS HEAD



City of Port Orange Purchasing Division

Prepared by Jennifer Cox, Purchasing Agent

Release Date: May 17, 2022

Proposal Due Date and Time:
June 21, 2022 @ 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

RFP #22-05 Golf Course Management at Cypress Head

Notice is hereby given that the City of Port Orange is soliciting proposals for RFP #22-05 Golf Course Management at Cypress Head. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on June 21, 2022**, which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all the required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened and proposers' names will be read aloud at 2:30 P.M. in the Council Chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida, 32129.**

There will be a Mandatory Pre-Proposal Conference and Site Visit for the project at 10:00 A.M. (local time) on May 31, 2022 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. **All prospective proposers must attend the meeting and site visit.** All attendees to the Pre-Proposal Conference and Site Visit **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. Proposers are urged to obtain proposal documents and familiarize themselves with the documents prior to the Pre-Proposal meeting.

DESCRIPTION: *The City of Port Orange is soliciting sealed proposals for a management company to operate the Cypress Head Golf Club as a premiere facility. Services will include Pro Shop, golf operation and maintenance of the facility and course.*

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

All Requests for Proposals are solicited and will be evaluated on the criteria outlined in the RFP. An Evaluation Committee primarily comprised of City staff has been appointed to evaluate and rank the Proposals received in accordance with the Policies and Procedures as set forth in the City's Purchasing Manual.

Copies of the Proposal 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 Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, Jennifer Cox, jcox@port-orange.org or purchdiv@port-orange.org and reference **"Questions on RFP #22-05 "Golf Course Management at Cypress Head" in the subject line.** Last day for questions will be **June 7, 2022 by 5:00 P.M.**

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



SEALED PROPOSAL – DO NOT OPEN	
SEALED PROPOSAL NO.:	RFP #22-05
BID TITLE:	GOLF COURSE MANAGEMENT AT CYPRESS HEAD
DUE DATE/TIME:	June 21, 2022 AT 2:30 P.M.
SUBMITTED BY:	_____ (Name of Company)
ADDRESS:	_____ _____
DELIVER TO:	City of Port Orange Attn: Jennifer Cox, Purchasing Agent Purchasing Division 1000 City Center Circle Port Orange, FL 32129
DATE/TIME RECEIVED:	_____ (To be stamped by Clerk's office)

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SECTION 1 – PURPOSE AND OVERVIEW

It is the intent and purpose of the City of Port Orange (City) that this Request for Proposal 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 RFP to a single source.

The City of Port Orange, Florida ("City") is seeking sealed Proposals from qualified firms or individuals (Contractor) that are interested in providing management services for the City-owned Golf Club at Cypress Head. Proposals will be accepted from firms or individuals that have demonstrated experience in managing, leasing, and operating golf courses ("Proposer"). Experience in operating a public or municipal golf course is preferred.

The Golf Club at Cypress Head ("Club") is an eighteen-hole golf course that plays to a par 72 at 6,832 yards. It was constructed in 1992 using an Arthur Hill/Mike Dasher design and restored by Mr. Dasher in 2015. The course provides the general public with excellent playing conditions (greens, fairways and tees) and a balanced approach to challenges such as water hazards, bunkers, and traps. The greens, fairways, and tees are all meticulously maintained to provide the best possible playing conditions for the Club's customers. The Club also offers two practice putting greens, practice bunkers and a lighted driving range, which includes target greens at various distances. The Club has been voted "Best Golf Course in Volusia County" every year since 2009.

The Club has a fully stocked pro shop that offers all visitors a good selection of quality merchandise at affordable prices. The pro shop carries the latest equipment, apparel, and accessories in the golf industry. The Club utilizes an automated operating system that includes a point of sale for all merchandise, cart fees, rounds of golf and other pro shop sales. It also provides for recording and tracking inventory.

Flagsticks Bar and Grill is independently operated but supports golf operation. The restaurant offers a relaxing atmosphere with a varied menu of Continental and American cuisine. It has a fully stocked bar and a banquet facility that can handle groups as large as 200.

The maintenance facility is equipped with all the modern tools and equipment needed to support the maintenance operations. Automated calibration equipment and reel sharpeners are already in use, lifts for tractors and mowers are installed, and sufficient storage areas exist for tools, fertilizers, seed and parts inventory. A new fleet of golf carts have been purchased in 2022.

The number of rounds played at the Club during fiscal year 2021 was 45,698. Approximately 8.5% of these rounds were played by the Club's annual play pass holders. The total revenues from all sources for FY2021 was \$1,549,014. More detailed information on the Club's financial history, software program and equipment list will be provided to all Proposers that attend the Mandatory Pre-Proposal Conference.

[Remainder of this page left intentionally blank]

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies (Proposer) desiring to provide services, as described herein shall submit sealed proposals, including one (1) original, three (3) copies and one (1) identical digital version in PDF format on USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

Date of DistributionMay 17 , 2022
Mandatory Pre-Proposal Conference and Site Visit:May 31, 2022 at 10:00 A.M.
Deadline for Questions: June 7, 2022 by 5:00 P.M.
Final Addendum Posting:June 14, 2022 by 5:00 P.M.
Proposals Due:June 21, 2022 by 2:30 P.M.
Evaluation PeriodTo Be Determined
Evaluation Committee MeetingTo Be Determined
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

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

City of Port Orange City Clerk's Office
Attn: Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL, 32129

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

Proposals shall be sealed, and Proposers **must** indicate on the outside of their proposal the following:

- a) Request for Proposal (RFP) 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 assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline shall not be considered.

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

All proposals will be opened publicly, and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a Mandatory Pre-Proposal Conference and Site Visit for the project at 10:00 A.M. (local time) on May 31, 2022 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Proposal Conference and Site Visit **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

All prospective Proposers must attend the Mandatory Pre-Proposal Conference and Site Visit and are urged to obtain RFP documents and familiarize themselves with the documents prior to the Pre-Proposal Conference.

QUESTIONS REGARDING THIS RFP:

All questions shall reference **"Questions on RFP #22-05 GOLF COURSE MANAGEMENT AT CYPRESS HEAD"** in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Jennifer Cox, Purchasing Agent
1000 City Center Circle
Port Orange, FL, 32129
jcox@port-orange.org
and
purchdiv@port-orange.org

ADDENDA REGARDING THE REQUEST FOR PROPOSALS:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Addenda will be provided via the City website Purchasing web page at www.port-orange.org/bids.aspx and Demand Star website at www.demandstar.com. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the Proposer's responsibility to be sure all issued addenda have been received and reviewed. Proposers should acknowledge the correct number of addenda received as part of their proposals by completing Form 9.3 contained herein. 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 Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal 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 must be commercially licensed to do business in the State of Florida and appropriately qualified in the areas specified in the scope of work and to perform the services identified herein. Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFP, 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 RFP following the requirements in Section 7. Failure to provide references that verify required experience will cause the Proposer to be deemed non-responsive. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING:

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

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the RFP specifications, the Proposer must indicate those exceptions as stated on the Proposer's Acknowledgement Form 9.2.

PROPOSAL SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS:

Correction of inadvertently erroneous proposals shall be permitted up to the time of RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS:

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

OPENING OF PROPOSALS:

Proposals will be received until the date and time stated in this RFP and will be publicly opened and read at the place, time and date stated. The Purchasing Division bears no responsibility for the premature opening of a proposal not properly addressed and identified.

REJECTION OF PROPOSALS:

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

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service, or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of proposals, or the awarding of contracts.
- (e) Evidence that the proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City of Port Orange purchasing activity.
- (f) Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS:

All documents resulting from this project will become the sole property of the City of Port Orange. The 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 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 page left intentionally blank]

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

It is the intent of the City to acquire the services of an individual or firm to manage and operate the municipally owned golf course known as Cypress Head Golf Club (“Club”), a premier public golf facility. e. The company that is awarded a Management and Operations Contract (“Contract”) by the City, a draft of which is marked as Exhibit “D”, will be expected to operate the Club to provide the residents of Port Orange and the general public the best golfing experience possible at an affordable price.

Minimum Qualifications

1. Minimum of five (5) years of experience within the last ten (10) years in the following golf related fields:
 - a. Total management and operation of a golf course facility similar to the quality maintained at the Club.
 - b. Pro shop operations, including driving range, merchandise sales and golf cart operations. The City requires the Proposer to employ or contract with a “Class A” PGA Professional to be on staff at the Club.
 - c. The City requires the proposer to employ a fully qualified and experienced Golf Course Superintendent with at least five (5) years of experience as a superintendent that can effectively maintain and care for the Club at the USGA standards and specific standards identified in this RFP. Preference will be given to an individual with a sports turf management degree or equivalent.
 - d. The Golf Course Superintendent for the Golf Course shall be a member in good standing of the local chapter of the Golf Course Superintendents Association.
 - e. Key employees required to be fully qualified in their respective field, full-time and onsite: One (1) General Manager; One (1) Golf Course Superintendent; One (1) Marketing person; and One (1) Accountant.
2. Possess and demonstrate a record of financial responsibility corresponding with the obligations expected under this RFP.
3. Possess a competent record of employment or history of contract service in the operation of a similar golf facility as verified and supported by references, letters and other necessary evidence from all employers and/or public agencies.

Operational Concepts

The Proposer that is awarded a Contract by the City will be expected to manage the Club and all of its operations consistent with modern management trends in the golf industry. The City desires to offer the public challenging playing conditions, meticulously manicured greens, fairways and tees and all other golf services that may be sought by the Club’s patrons. The Contractor shall provide Golf Course management services for both the Club House Operations and Turf Operations as set forth below and as otherwise agreed in the Contract referenced above.

Club House Operations shall include but are not limited to the following usual and customary operations:

- a. Marketing of all golf facilities and programs;
- b. Managing the golf course and clubhouse operations, driving range, building operations, golf cart and storage operation and golf programs, including the sale of golf merchandise;
- c. Provide planning, budgeting, accounting, personnel and other administrative services in support of the golf operation at the golf course facility, as well as other services normally associated with the operation of public golf courses in a municipal setting;
- d. Continued support and marketing of all special interest golf programs now offered by the City at the golf facility. These programs include, but are not limited to junior golf programs, men’s and women’s golf leagues and tournaments and golf instruction programs;
- e. Janitorial functions in all facilities including but not limited to the clubhouse buildings, maintenance facility, driving range buildings, course restrooms, course shelters, golf cart storage buildings and employee restrooms;

- f. Payment to the City each month for the use of golf carts;
 - g. One-half (1/2) of the Surcharge collected from every player of golf shall be remitted to the City each month pursuant to Resolution No. 21-33 of the City of Port Orange in Exhibit "B".
2. Turf Operations means the agronomic and horticultural practices required in Exhibit "A", management and maintenance of the motorized equipment used for that purpose, implementation of the City's fleet maintenance standards and preventative maintenance services for the fleet and the facilities, fences, cart paths, buildings, garages and storage spaces. This component may include but is not limited to the following:
 - a. Providing qualified managers and employees necessary for the maintenance services at the golf facilities;
 - b. Maintaining all turf and landscaping, including first and last impression area;
 - c. Maintaining all buildings and equipment; and
 - d. Payment to the City each month for the use of golf course vehicles, tractors, mowers and other maintenance equipment.
 3. The Contractor shall hire, train, promote, discharge and supervise the work of the Key Employees, executive staff and all other employees of the course. All persons employed by the Contractor for such purposes shall be deemed employees of the Contractor. The Contractor shall pay all salaries, wages, payroll taxes and benefits due and owing to and/or on account of such persons. The Contractor shall deduct from such employees' salaries all required taxes, charges and assessments and shall make and file such reports as may be required by the federal, state and local government agencies. All personnel shall be employees of the Contractor and the amount equal to all salary and benefits shall be a golf course expense in accordance with the annual budget approved by the City.
 4. The Club has already established several operating policies and guidelines that are used in the decision-making process of the Club's management team. These include bylaws, golf services policies, financial and accounting policies, maintenance policies, rate resolutions, defining the number and types of pre-paid annual passes that are sold and establishing annual trail fees. The Club has a great relationship with the Men's Golf Association and the Women's Golf Association, as well as the Homeowners Association of the Cypress Head Subdivision. These relationships have evolved over time and are founded in the implementation of the policies and procedures in place today. The City wants to ensure that these relationships are continued in the same spirit.
 5. Since the Club is currently an Enterprise Fund of the City it is intricately involved in the annual budget development process (operating and capital) and is accounted for in the City's annual audit. The Club will acquire the services of an independent auditor to perform its audit separately, which is then "rolled" into the City's audit. The successful Proposer will be expected to prepare and present an annual operating and capital budget to the City each year in accordance with the budget calendar established by the City. The City operates under a fiscal year that begins October 1 and ends September 30 of each year. Proposers will be expected to operate under the same fiscal year.

Marketing Plans

It will be the responsibility of the Proposer to develop and submit to the City a five-year marketing plan for the Club. The plan should identify target markets, establish goals and objectives for increasing the use of the driving range, golfing instruction, increasing sales in the pro shop and increasing the number of rounds of golf.

Proposers should identify what media will be used to disseminate information about the Club's services. Performance indicators must be included in the marketing plan so the City can judge the performance of the Proposer in achieving the stated goals each year of the plan.

Management Fees

Each Proposer must submit a description of the management fees they propose the City will pay for their services. Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: the firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

$$(N/X)*C=Z, \text{ where: } N = \text{Lowest total cost submitted} \quad X = \text{Respondent's total cost} \\ C = \text{Total number of available points} \quad Z = \text{Points awarded}$$

Capital Improvement Plans

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the Club. The successful Proposer will be expected to ensure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year.

Annual Business Plan and Annual Budget

1. Beginning on October 1, 2022 and every successive fiscal year thereafter, the Contractor shall comply with the City's Annual Budget Calendar for submittal of its Capital Improvement Plan and Annual Budget. The Annual Business Plan shall be submitted in accordance with the calendar for the Annual Budget.
2. The total annual expenses, including debt service shall not exceed City Council Appropriations. The Contractor shall include a recommendation on the golf course fees and charges. Fees and charges for the golf course shall be established by Resolution of the City Council.
3. The Contractor may, from time to time, request the City Council to amend the Annual Budget as to the golf course management services described within this Agreement.
4. Contractor shall be solely responsible for preparation of the Golf Course Annual Budget and for presentation of that Budget to the City Council. Contractor acknowledges that the decision of the City Council is final and that the City Council serves as final arbiter on budget matters.
5. With respect to emergency expenditures, if at any time during the term of this Agreement a condition should exist in, on, or about the Golf Course of an emergency nature that is unforeseen in nature and is not attributable to any act or omission of Contractor, and such condition, in Contractor's discretion, requires immediate action to preserve and protect the Golf Course, to better assure the operation of the Golf Course, or to protect its customers, guests, or employees, Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such conditions, whether or not provisions have been made in the applicable Budget for any such expenditure. The Contractor shall notify the City Manager, if at all possible, prior to the expenditure but in all events within twenty-four (24) hours of any such emergency condition or expenditure.
6. With respect to unanticipated expenditures and reallocation of funds, the City understands and agrees that the Budget is intended to be a reasonable estimate, and, accordingly, the Contractor, subject to City approval, shall be entitled from time to time to revise the Budget to cover any expenditures that were unanticipated at the time of preparation of the Budget but are reasonable and necessary to carry out the provisions of this Agreement. The Contractor is authorized to take all action reasonably deemed necessary by Contractor to implement, perform, or cause the performance of the items set forth in the Budget. If the Budget is required to be modified in such a manner that will not increase the overall expense or revenue appropriation, then the Budget transfer may be approved by the Contractor upon written notice to the Finance Director within twenty-four (24) hours. If, however, the Budget is required to be modified in such a manner that will cause an increase in overall appropriations, then the City Council must authorize the modification.

Environmental Statement

1. The Contractor shall include in the Annual Business Plan, as mutually agreed upon in the approved Annual Budget, the adoption, inclusion, and placement in the practice of the environmental principles as adopted by the Golf Course Superintendent Association of America in all aspects of daily operations, maintenance operations, and capital or remedial improvements to golf premises and facilities.
2. Prior to October 1, 2022, the City shall perform a Phase I Environmental Assessment at the sole cost of the Contractor as a Golf Course Expense and provide copies of all such reports to Contractor.
3. If the contract is terminated during the contract period, the Contractor shall perform a Phase I, the cost of which shall be a Golf course Expense and provide copies of all such reports to the City. If needed, as determined at the City's discretion or as may be recommended by the Phase assessment, a Phase II or III will be performed as determined in accordance with the already completed phase assessment. Contractor shall be responsible for the cost of any environmental remediation required in order to correct any violations of environmental laws resulting from the negligence or willful misconduct of Contractor. The requirement for remediation by the Contractor shall survive the termination of this Agreement.
4. Notwithstanding anything to the contrary contained in the Agreement or elsewhere, Contractor shall not defend, indemnify or hold City harmless of or from any liability, loss, damage, cost, or expense (including attorneys' fees and expenses) involving any pre-existing environmental problems or liabilities discovered on the Golf Course that occurred prior to October 1, 2022, except that Contractor is found to have caused said environmental condition.

Merchandise Sales

1. The Contractor shall operate the merchandise sales as a profit center and shall perform the following:
 - a. Purchase, maintain, and rent out carts, golf clubs, and golf bags at the Pro Shop at the Golf Course.
 - b. Order, purchase, pay for and offer for resale at the Pro Shop of the Golf Course, all golf equipment, golf merchandise and supplies, sportswear, apparel, and other golf accessories.
2. The Contractor shall insure that a qualified individual is assigned to be responsible for ordering and reordering inventory, inventory display, reporting and training for merchandise sales.
3. Budgeted Clubhouse personnel are permitted to handle merchandise sales, cart rentals, and golf club rentals and to assist the Merchandise Manager.
4. The Contractor shall maintain and stock a reasonable inventory of Merchandise at various grades and sell them at competitive prices.
5. All sales tax and other taxes that might be due and payable as part of the merchandise sales at the Pro Shop shall be paid for from the proceeds of such sales by the Contractor.
6. All city, state, federal, and/or other licenses required for the appropriate operation of Merchandise Sales at the Pro Shop of the Golf Course shall be obtained in the name of the Contractor and shall be a budgeted Golf Course Expense.
7. All revenues derived from Merchandise Sales shall remain with and belong to the City and shall be considered part of the Gross Revenues. Credit Card Merchandise Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.

Revenues and Deposit of Revenues

1. All Revenues collected at the Golf Course by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into a bank account approved by the City. Such deposit shall be made daily and no later than the close of business day at the Golf Course. The Finance Director shall be an approved signature on the account.
2. The Contractor shall abide by the money handling procedures as promulgated by generally accepted governmental accounting standards. Contractor shall design, establish, implement and maintain

procedures for the accounting and control of the revenues from the time of their collection by Contractor to the time of deposit at the bank. This shall include a system of internal controls to account for and to safeguard all gross revenues. Such procedures shall include each of the accounting and cash control processes recommended by Contractor and approved by the City, which approval shall not unreasonably be withheld.

3. The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value. The Contractor shall provide a fidelity bond for all employees that shall handle cash sales or other financial transactions.

Transfer of Funds

1. Contractor shall have the right to retain at all times in the operating account a cash reserve ("Working Capital") in an amount equal to the required amount of Working Capital specified in the Annual Budget to fulfill the Annual Business Plan for the then-current Fiscal Year. If at any time during any Fiscal Year Contractor reasonably determines that Working Capital specified in the then-current Annual Budget is insufficient, then Contractor shall notify City of the projected deficiency, and shall also provide City with a detailed explanation setting forth the reasons therefor.
2. At the end of each month, Contractor shall determine the amount (if any) by which the balance of the operating account exceeds the Working Capital requirement specified in the then-current Annual Budget and the amount, if any, needed to fund any projected deficiency. Funds in the operating account in excess of the specified Working Capital requirement shall be remitted to City on or before ten (10) days after the end of such month.

[END OF SPECIFICATIONS]

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SECTION 4 – STANDARD PURCHASE 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. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
3. **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.
4. **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.
5. **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.
6. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
7. **City** means the City of Port Orange.
8. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
9. **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.
10. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
11. **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.
12. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
13. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
14. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
15. **DemandStar** is the official online repository for all City competitive solicitations.
16. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
17. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team.
20. **Intent to Award** is a document that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
21. **Issues** means points, matters, or concerns to be addressed during negotiations.
22. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
23. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
24. **Outlier** is a proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
25. **Pre-Bid/Proposal/Statement/Reply 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.
26. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
 27. **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.
 28. **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.
 29. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
 30. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
 31. **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 Proposer, 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.
 32. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
 33. **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.
 34. **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.
 35. **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.
 36. **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.
 37. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
 38. **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.
 39. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
 40. **Solicitation** means a formal request, as applicable, for prospective Proposers to submit responses to a Request for Proposal.
 41. **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.
 42. **Stakeholder** means an individual, who is not likely to become a Proposer, who has an interest in the commodities/contractual services needed.
 43. **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.
 44. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

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 SECTION 6 – SPECIAL CONDITIONS.**

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

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 Form 9.3 contained herein. 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 DemandStar at: www.demandstar.com and City of Port Orange Purchasing web page at: www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. 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 materials, supplies, or equipment, 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 (5) 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) 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 the 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/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

10. PROPOSAL EVALUATION

Proposers who wish to receive a copy of the proposal evaluation may obtain it on DemandStar at www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

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 Proposal. 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 of Port Orange. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Payment and Performance Bonds shall also be recorded at the 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 when 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 of Port Orange 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 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.

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. 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 Proposer. 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-Proposal Conferences.
- Oral presentations before publicly noticed committee meetings.

- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

18. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Proposers 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 contained herein, the Special Terms and Conditions 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 of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

21. CONTRACT OBLIGATION

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

22. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange 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. COST 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. 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 on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

27. 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.

28. 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.

29. 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 contained herein and if necessary, listing exceptions on an attachment included with the proposal. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

30. 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. Proposers shall complete Form 9.10 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

31. FACILITIES

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

32. FAILURE TO RESPOND

If the Proposer elects not to submit a proposal, propose, please return the enclosed "Proposer's Acknowledgement Form" by the proposal due date and state the reason(s) for not proposing. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Proposal", three (3) times, shall result in the Proposer's name being removed from the City's mailing list.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposer under this contract and that the successful Proposer has 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 or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The 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.

41. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a 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.

42. 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.

43. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer 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.

44. INSURANCE REQUIREMENTS

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

IMPORTANT: The City does not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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Standard Insurance Requirements									
	Insurance	Standards	Additional Requirements						
☐	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Exhibit Form.	<table border="0"> <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> </table> Contracts over \$20 million To Be Determined by the City.	<u>Contract Amount</u>	<u>Limits</u>	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
<u>Contract Amount</u>	<u>Limits</u>								
Up to \$10 million	Statutory/\$500,000								
\$10 - \$20 million	Statutory/\$1,000,000								
☐	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.						
☐	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate							
Additional Insurance Requirements									
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<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.						
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined</u>							
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000							
☐	Professional Liability/ 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 \$100,000.00.								
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.								

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 45. 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. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

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 withdraw 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/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

50. LITERATURE (if applicable)

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

51. **LOCAL PREFERENCE**

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

- A. Request for proposals, qualifications, or other qualitative submittal(s). In any ranking conducted pursuant to a request for proposals, qualifications, or other qualitative submittal(s) where the Proposers are rated by a point system, local businesses shall be granted the following preference:
 - 1. Port Orange business shall be granted up to eight (8) percent of the available points.
 - 2. Volusia County business shall be granted up to five (5) percent of the available points.
 - 3. Florida business shall be granted up to three (3) percent of the available points.
 - 4. Tied bid preference. In case of a tie between a local business and a non-local business, the local business shall prevail. In case of a tie between two or more local businesses, the following order of preference shall control: first priority to Port Orange business, second priority to Volusia County business, and third priority to Florida business.
- B. Misrepresentation penalty. Any business that misrepresents the local preference status of its firm in a proposal or bid submitted to the city shall lose the privilege to claim preference status and shall lose eligibility to claim local preference status for a period of one year.
- C. Local preference not required. This section shall not be deemed to require the granting of a local preference, and nothing herein prohibits the award of a contract to a non-local business where such award is in the public interest.
- D. Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

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

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

52. 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.

53. NON-EXCLUSIVITY OF CONTRACT

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

54. 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.

55. 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.

56. 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.

57. PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-proposal conference is required and details of the conference shall appear 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 unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-proposal conference is not mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

58. 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.

59. PROPRIETARY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions of 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. Proposer must complete Form 9.12 Non-Disclosure Agreement for confidential materials.

60. 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/her operation on the property.

61. 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.

62. 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 on 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.

63. 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.

64. 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.

65. 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.

66. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection for award, 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.

67. 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 Proposal 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 Proposal non-responsive.

68. RIGHT OF NEGOTIATION

The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.

69. 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.

70. 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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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: JOSEPH CASTRO, Buyer, Purchasing Office, a division of

the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 P.M. on the date indicated in the Solicitation documents or as addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (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, name and address of the Proposer.

77. 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.

78. 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. 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.

84. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Proposals 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 Proposals will be considered. However, the City reserves the right to waive formalities or informalities in Proposals, to reject, with or without cause, any or all Proposals or portions of Proposals, or to interview or not interview individual Proposers, and to accept any Proposals or portions of Proposals 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)

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Proposals offered in this RFP must remain firm for a period of ninety (90) Days from the RFP opening date.

CONTRACT TERM

The awarded Contractor will be required to enter into a contract for a period of 5 years and approximately two (2) months, with the option of one (1) 5-year renewal period. The time between award and execution of the Contract and October 1, 2022 is intended to provide the awarded Contractor with sufficient time to implement a Transition Plan, providing for orderly, coordinated change of service providers, including but not limited to, completing audits, taking inventory, hiring staff, software implementation and any other tasks necessary for the orderly change of service provider for the management of the Golf Course facilities. The newly awarded Contractor shall be responsible for the provision of all operations and management services of the Club beginning October 1, 2022.

ELIGIBILITY OF PROPOSER

To be eligible to respond to this RFP, the proposer must have prior experience working with the services described in this RFP. Please provide eligibility experience with your proposal as required herein.

CITY RESERVATION OF SPECIAL GOLF COURSE USES

The City reserves the right to utilize the Club for City-organized events a minimum of four (4) times per year. The City will not be obligated to pay the greens and cart fees for those events. However, the City will negotiate the dates and times of said events with the Contractor's staff.

REPORTS

Monthly reports of activities shall be submitted to the Director of Parks and Recreation by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following:

1. Gross Revenue Statement
2. Sales Tax Report
3. Staff Vacancies
4. Maintenance Conditions Report
5. Rounds of Golf
6. Expenditures Statement

Within 90 days after each fiscal year an annual report of the golf course activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

1. Revenue Report
2. Capital Improvement Status
3. Equipment Inventory
4. Organizational Chart
5. Rounds of Golf Report
6. Expenditure Statement broken out by standard expenditure classifications*
7. Marketing Plan and Performance Report
8. USGA Turf Advisory Report

*Statement shall be certified as true, accurate and complete by the Contractor, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interests of the City.

RECORDS, ACCOUNTS AND AUDITS

The Contractor shall keep on the Premises, or such other place within Volusia County, Florida approved by the City, true, accurate and complete records and accounts of all sales, rentals and business being

transacted upon or from the Premises and shall give the City access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts. Such records shall be maintained so that an independent certified public accountant may examine in order to certify a statement of Contractor's gross receipts pursuant to generally accepted auditing standards. The City's Internal Auditor or designee shall have the right, during regular business hours to audit, inspect, examine and copy the Contractor's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Contractor's revenues thereunder throughout the term of this agreement and for three (3) years following its expiration or cancellation.

EXISTING CONTRACTS

Contractor acknowledges that the City has entered into certain contracts for tournaments to take place after the commencement date of the term of this Agreement and has entered into a Golf Cart Use Contract. Contractor shall assume, observe and agree to be bound by the provision of those contracts.

CLOSING OF FACILITIES

If closure of the facilities is due to fire damage, flood, civil disorder, acts of God, etc., to some, but not all, of the facilities, the City will allow prorated adjustment of quarterly payments up to the time the damage is repaired. Payment shall be continuous and uninterrupted and any adjustment shall be made by a credit applied to the monthly payment.

INTENT

It is the intent of these specifications to grant to the Contractor the right to manage, operate and maintain the Club located at 6231 Palm Vista Street, Port Orange Florida, see Exhibit A "Maintenance Standards for the Club."

BEGINNING OF OPERATIONS

The successful Contractor must assume all operations no later than October 1, 2022, unless otherwise agreed upon.

HOURS OF OPERATION

During the term of the Agreement, the facilities shall be open and properly staffed seven (7) days per week, with appropriate hours to serve golf patrons and the general public. Operation hours shall be submitted for approval.

MANAGERIAL SERVICES

The Contractor shall have an experienced General Manager or Managers on the premises at all times. Should any vacancy occur in the position of General Manager or Golf Course Superintendent, Contractor will advise the City in writing fifteen (15) days in advance of hiring as to the identity and the qualifications of any person whom the Contractor intends to place in such vacant position. The City reserves the right, at its sole discretion, to disapprove any such selection.

CONTRACTOR'S EMPLOYEES

Employment of any convicted felon must be approved by the City Manager. Conduct of the employees of the Contractor shall be subject to reasonable regulation by the City. All employees shall observe all the graces of personal grooming.

COURSE OPERATIONS

Contractor shall observe and comply with all of the City's existing policies concerning advance registrations, tournaments, men's and women's clubs, green fee discounts, use of the City's golf course by juniors, high school and college students and seniors, and starter services. Contractor shall not change any of said policies nor institute new policies without first obtaining the written consent of the City.

The City will in no way be obligated to subsidize or support the operation of the Club by the successful Contractor. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses

incurred by the firm that enters into the Contract with the City. The Club is an Enterprise Fund of the City and as such it must be able to pay all of its financial obligations, including operational expenses and debt from its own operating revenues. It will be the complete responsibility of the successful Contractor to insure that the Club operates in a financially responsible manner.

INSURANCE REQUIREMENTS

- A. The Contractor, as a Golf Course Expense, shall maintain at all times during the term of this Agreement the insurance policy of specified types and kinds with the coverage and limits, currently in place as more particularly described in the attached Exhibit "C", made a part hereof by this reference.
- B. The Contractor, as part of the Golf Course Expense, shall procure and maintain during the term of this Agreement State of Florida Worker's Compensation insurance in such amounts as are required by general law. The Contractor shall name the City as an additional insured or provide to the City a waiver of subrogation rights.
- C. The Contractor shall retain the originals of such insurance policies and a copy or memorandum copy of a document evidencing such insurance coverage shall be furnished to the City not later than 15 days prior to commencement of services by the Contractor under this Agreement.
- D. The City shall be notified in writing 30 days prior to cancellation or nonrenewal by the Contractor of any changes in such policies.
- E. The Contractor shall acquire, as an expense of the Golf Course, any other insurance required by the State of Florida or deemed prudent or necessary by the City of Port Orange.

COORDINATION WITH THE CITY

The Contractor shall fully coordinate its activities in the performance of the Contract with the City and shall meet with the Golf Advisory Board on a regular basis. As the work of the Contractor progresses, advice and information on matters covered in this RFP and the Contract shall be made available to the City throughout the term of the Contract.

CITY RESERVATION

The City reserves the right to utilize the Club for City-organized events for a minimum of four (4) days per year. The City will not be obligated to pay the greens and cart fees for those events. The dates and times of the events will be negotiated between the successful Contractor and the City.

CONTRACT MONITORING

The management and operation of the Club will be subject to routine monitoring by the City's Contract Administrator. There will be an annual review before City Council. Such annual review is to occur within ninety (90) days of the end of the fiscal year and will include audited financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance and future programs.

TRANSITION PLAN

Contractor shall describe its proposed strategies to ensure a smooth transition from current Contractor to the successful awardee. The proposed transition plan is of critical importance to the City. The Contractor shall be responsible for the implementation of software necessary to support the operations of the Club, hiring and training of all required and necessary staff, audit of inventory and all other matters critical to a seamless non-disruptive transition. In the transition plan, Contractor must describe the overall schedule for the transition within the transition period which shall be the time between award and execution of the Contract and October 1, 2022.

[Remainder of Page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.

The sections of the submitted Proposals 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 Proposals."

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, three (3) 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 firm's 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 RFP number and title. This letter must be signed by the person authorized to bind the firm, company or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

TAB A – REQUIRED DOCUMENTS

Include all required City of Port Orange forms. **FAILURE TO PROVIDE ALL INFORMATION** listed on each form may result in the rejection of your proposal. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 Local Business Affidavit of Eligibility
- Form 9.10 E-VERIFY Affidavit
- Form 9.11 Debarment, Suspension, and Other Responsibility Matters
- Form 9.12 Non-Disclosure of Confidential Materials
- Description of Confidential Materials
- Form 9.13 No Submittal Response Form
- Services Costs/Fees Proposal

TAB B – PROPOSER’S EXPERIENCE AND CAPABILITY

- a. Proposer's demonstrated financial stability. All Respondents shall provide a financial statement with their proposal, 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. Proposers are encouraged to fully discuss their financial profile and offer the City insight to their capacity to obtain financing for large-scale projects and equipment purchases.
- c. Proposer's verified experience in golf course operations.
- d. Proposer's demonstrated history of customer satisfaction. If Proposers have conducted surveys to determine customer satisfaction include that information in the Proposal package.
- e. Proposer's verified history of compliance with obligations and responsibilities assumed for similar golf courses operations.
- f. Provide a comprehensive list of golf courses owned or operated by the Proposer (over the past five years), its officers or employees and the individuals that will be assigned to the Club.
- g. Proposer's intended management team and proposed staffing plan. For all employees that will be working with the City of Port Orange, provide a summary of relevant experience and qualifications including all current licenses and certifications under the heading of their expertise. Detailed resumes should be submitted.
- h. Provide a copy of your current State of Florida business license; pending licenses will not be accepted. If applicable, provide a copy of the county business license of primary business operations. If not applicable, please provide a statement that a business license is not required and provide the city, county and state of your primary business operations.

TAB C – PROPOSER’S OPERATIONAL CONCEPTS AND PLANS

The Proposer must describe in detail the proposed management plans and methods, its’ financial commitments (if any) and plans in regard to the following:

- a. Overall statement of operational plans for the Club, including transitional plans.
- b. Overall statement summarizing the existing and future operating environment of this public golf course.
- c. Detailed description of management approach and plans for:
 1. Course Maintenance and Improvement
 2. Capital Improvement Program (greens, fairways, tees and buildings)
 - Unique funding approaches for Capital Improvement Program
 3. Golf Cart Rental Program
 4. Pro Shop Operation
 5. Golf Professional and Instructions
 6. Junior Golf Program
 7. Tournaments and Special Events
 8. Driving Range
 9. Men’s and Women’s golf associations
 10. Staffing Plan, differentiate between full and part time positions, corporate employees and Club employees
 11. Use of starters and rangers
 12. Pace of play regulation
 13. Marketing strategies and plans (golf and merchandise)
 14. Any other new programs
 15. Approach to existing clubs and the Homeowners Association of the Cypress Head Subdivision.

Proposers should submit copies of policies and procedures, organizational charts, job descriptions etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in

carrying out its proposed operational concepts, financial commitments and plans, should it be the successful Proposer.

TAB D – REFERENCES AS COMPLETED ON FORM 9.8

References will be contacted via email for responses in the time frame set forth in the email. Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP following the requirements in Section 7. **The City of Port Orange is not to be used as a reference.**

References will be scored as follows (total 10 points): 1 point for each reference provided on Form 9.8, up to 3 points. Two (2) points for each verified reference, if all three (3) references are verified then the extra point is applied for up to seven (7) points.

TAB E – FEES AS COMPLETED ON ATTACHMENT “1” SERVICES COSTS/FEES PROPOSAL

All proposers are required to complete all fields shaded in green on the Excel format provided as a separate document. The form must be signed by and authorized signature. Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

$(N/X)*C=Z$, where: N= Lowest total cost submitted X = Respondent’s total cost
C = Total number of available points Z = Points awarded

[Remainder of page left intentionally blank]

SECTION 8 – EVALUATION OF PROPOSALS

RFP EVALUATION SCHEDULE

Refer to the Timeline in Section 2 of the RFP document regarding proposed evaluation date(s) and time(s).
The City reserves the right to alter dates as needed.

EVALUATION PROCEDURE OF WRITTEN PROPOSALS

The Evaluation Committee is mostly comprised of City staff who will evaluate and rank proposals based on a total score point formula. Management and Operational Services Fees Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

$$(N/X)*C=Z, \text{ where: } N = \text{Lowest total cost submitted} \quad X = \text{Respondent's total cost} \\ C = \text{Total number of available points} \quad Z = \text{Points awarded}$$

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each short-listed form.

The City's evaluation criteria, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal 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 bid or proposal.
9. Responsiveness of client references.
10. Net costs; and
11. Local preference policy (if applicable)

WRITTEN PROPOSALS EVALUATION CRITERIA

Written proposals will be evaluated and scored based upon the following criteria:

EVALUATION CRITERIA for WRITTEN PROPOSALS

CATEGORY SCORE

TAB B. EXPERIENCE AND CAPABILITY: (Max 45 points as outlined below)

- 1. Financial History (5 points)**
Proposer has provided a certified, audited financial statement or both Proposer's most recent financial statement and the latest Dunn & Bradstreet report. Proposer's financials demonstrate sufficient financial resources and ability to perform the contract and provide the services.
- 2. Experience in Golf Course Operations.....(25 points)**
 - 19-25 points – over 5 years of experience, experience with Southeast golf course management and experience with public/municipal golf course management
 - 13-18 points – over 5 years of experience and experience with Southeast golf course management
 - 6-12 points – 5 years of experience and experience with Southeast golf course management
 - 1-5 points – 5 years of experience
 - 0 points – under 5 years of experience
- 3. Key Employee Qualifications.....(10 points)**
Proposer's staffing plan includes experience and qualifications of all intended key employees as outlined in Section 3 – Scope of Services and Requirements. Proposer's intended staff must meet the "Minimum Qualifications". Proposer's total points (10) will depend on qualifications and experience of all intended key personnel.
- 4. Support Documentation (licenses, Sunbiz, etc.)(5 points)**
All documentation as indicated in Tab B – Proposer's Experience and Capability is submitted, current and verified in its entirety.

TAB C. OPERATIONAL CONCEPTS AND PLANS: (Max 35 points)

- 1. Management Approach and Plan.....(25 points)**
Proposers will be scored on their detailed approach to the operation of the Club to include your firm's approach to all items outlined in Section 3 – Scope of Services and Requirements.
- 2. Capital Improvement Plan Program.....(5 points)**
Proposers will be scored on their unique plans to improve the Club with consideration given to the present conditions of the buildings and grounds and proposer's approach to maximizing the experience of Club members and the general public while improving revenue.
- 3. Marketing Strategies and Plans (golf and merchandise).....(5 points)**
Proposer's will be scored on their plans for local and regional marketing, identifying target markets, goals and objectives as outlined in Section 3 – Scope of Services and Requirements.

TAB D. REFERENCES (Max 10 points)

- 1. Three References Provided (1 point each)(3 points)**
- 2. References verified.....(7 points)**
References will be scored as follows (total 10 points): 1 point for each reference provided on Form 9.8, up to 3 points. Two (2) points for each verified reference, if all three (3) references are verified then the extra point is applied for up to seven (7) points.

TAB E. PROPOSED FEES AS COMPLETED ON ATTACHMENT 1 – SERVICES COSTS/FEES PROPOSAL:
(Max 10 points)

Total Proposed Fee.....(10 points)

Services Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

$$(N/X)*C=Z$$
, where: N= Lowest total cost submitted X = Respondent’s total cost
C = Total number of available points Z = Points awarded

Total Maximum Points (100 points)

BONUS POINTS: Local Preference per Ordinance Sec. 2-275

- *Port Orange Business eight percent of available points (8 points)*
- *Volusia County Business five percent of available points (5 points)*
- *Florida Business three percent of available points (3 points)*

Please note that prices may be negotiated in the best interest of the City after the scoring is completed.

[Remainder of page left intentionally blank]

FORMAL ORAL INTERVIEWS/PRESENTATIONS In Person (If Required)

Upon completion of the technical criteria evaluation of written proposals, rating and ranking, the City of Port Orange may conduct oral interviews and/or presentations with short listed firms. Evaluation criteria and scoring for the oral interviews and/or presentations are to be determined. Please note that bonus points for local preference will only be awarded once during the written evaluation phase.

If the City chooses to allow oral interviews and/or presentations, such interviews and/or 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 of Port Orange website at www.port-orange.org/bids.aspx at least seven (7) calendar days in advance of the date, time and place of the oral interviews and/or presentations. The specific interview/presentation format will be provided to Proposers with the notifications.

The City will allot equal time for each Proposer and may divide 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 oral interviews and or/presentations. A final ranking is determined of the short-listed Proposers considered to be most capable of performing the required project in the best interest of the City.

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The Intent to Award will be posted on www.demandstar.com and the City of Port Orange website at 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 – Local Business Affidavit of Eligibility
- _____ Form 9.10 – E-Verify Affidavit
- _____ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- _____ Form 9.12 – Non-Disclosure Agreement for Confidential Material
- _____ Description of Confidential Material
- _____ Form 9.13 – No Submittal Response Form
- _____ Attachment 1 Services Costs/Fees Proposal Form
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Submission of one (1) original marked “ORIGINAL”, three (3) copies and one (1) digital (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 Proposals (RFP), 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 Proposal by all conditions of the Requestor Proposals.

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 RFP; 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 RFP.

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 / FAXNUMBER

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 Proposals (RFP), 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 above 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 NAME OF SIGNATORY: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

F.E.I.N. NUMBER: _____

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 proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided services similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Descript ion of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESS NAME: _____ CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____

CITY-STATE-ZIP: _____ Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters and/or ☐ Principal Place of Business

And within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation****

ATTESTATION – I understand that:

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters and/or principal place of business located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Proposers shall attach to this affidavit of eligibility with bid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A Proposer who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____. He or she is _____ personally known or _____ produced _____ as identification.

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

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 9.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Bid Number or Project Name

Name(s) and Title(s) of Authorized Representatives

Signature

Date

This document must be completed and returned with your Submittal

FORM 9.12 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 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: _____

DESCRIPTION OF CONFIDENTIAL MATERIAL

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: RFP #22-05 Golf Course Management at Cypress Head

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.

Complete, sign and date, and insert this document under Tab E in proposal

Services Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

(N/X)*C=Z, where: N= Lowest total cost submitted X = Respondent's total cost
C = Total number of available points Z = Points awarded



**"ATTACHMENT 1" SERVICES COSTS/FEES PROPOSAL FORM
RFP 22-05
GOLF COURSE MANAGEMENT AT CYPRESS HEAD**

Completed "Attachment 1" Services Costs/Fees Proposals form MUST be included with Proposal Submission Under Tab E - Proposed Fees as Completed on Attachment 1 - Services Costs/Fees Proposal

Proposers are required to complete all fields shaded in green. Proposers are encouraged to provide "Attachment 1" in Excel format in electronic format (thumb drive).

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	
Year	A. Management Fees
1	
2	
3	
4	
5	
TOTAL	

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 Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____ County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20__ to _____, 20__.

WITNESS:

CONTRACTOR:

By: _____ Name: _____

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 Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

LEASED EMPLOYEE AFFIDAVIT
EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors, or casual laborexposure.

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 Cityjobsite.

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: _____

Exhibit A

Maintenance Standards for the Club

Greens, Fairways and Tees

One of the most important components of providing exceptional services to the golfing community is to give players a meticulously maintained course. The condition of the greens, fairways, and tees and all other areas within the property lines of the Club must be monitored daily and maintained to United States Golf Association (USGA) standards. The greens have been designed and constructed in accordance with USGA standards and the City expects them to be maintained accordingly. To ensure this, it will be the responsibility of the successful proposer to present an annual USGA Green Section Turf Advisory Service Report to the City Council. The successful Proposer will be required to maintain on site all of the necessary records, files, and documentation used to verify maintenance activities.

The City understands that many conditions (weather, soil, wind, disease, etc.) affect a Proposer's "routine" maintenance practices. For example, improved playing conditions may be achieved by increasing the number of top-dressing applications or verticuts on the greens and fairways. The City encourages Proposers to identify a higher level of maintenance standards in their proposal package, with the understanding that the base level must be provided at a minimum. In order to evaluate proposals consistently and for future performance evaluations the following are the base maintenance standards that must be provided by each Proposer. Any deviation to the base standards the City has identified must be clearly described in full detail in the proposal package. Along with a description of a proposed deviation to the base standards, Proposers will be required to explain the reasons they want to offer an alternative approach.

I. Fertilization Requirements

GREENS

- Greens should be fertilized with a nitrogen fertilizer using a minimum of 14 lbs. per 1000 sq. ft. and no more than 16 lbs. per 1000 sq. ft. per year.
- During the overseed period (November – April) the Greens will be spoon fed @ .125 lb. per 1000 sq. ft. of Nitrogen per application.
- There should be a minimum of three granular fertilizer applications using a 4-1-2 or 2-1-2 ratio of NPK (Nitrogen, Phosphorous, and Potassium).
- One week prior to overseeding an application of granular fertilizer will be applied as a pre-plant/starter to winterize the turf and help germinate the overseed.
- During the warmer months of April through October, monthly and weekly applications of fertilizer will be applied using the 4-1-2 or 2-1-2 ratios and can be applied as granular or spray.
- Proposers may use any combination of slow release and soluble nitrogen release fertilizers as well as complete combination fertilizers.
- Phosphorous, Potassium and minor elements are an important part of turfgrass and must be applied on a program with Nitrogen. Each year the program will be submitted to the USGA Agronomist in preparation for the required annual turf grass report.

- Fertigation through the irrigation system is not an acceptable method of applying the required fertilizers. Fertigation can only be used as a supplemental form of plant nutrition and surfactant application.

TEES

- Tees should be fertilized a minimum of eight times each year. The minimum rate of application of Nitrogen and Potassium is 8 lbs. per 1000 sq. ft.
- Phosphorus should be applied eight times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

FAIRWAYS, ROUGHS, DRIVING RANGE AND CLUBHOUSE TURF

- These areas will require a minimum of six (6) fertilizer applications per year; fertigation is not to be included in the number of applications.
- A minimum of 6 lbs. per 1000 sq. ft. of Nitrogen and Potassium are required.
- Phosphorus should be applied six (6) times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

LANDSCAPE, ORNAMENTALS AND SHRUBBERY

- Each of these will require at least two fertilizer applications per year.

SOIL ANALYSIS

- Soil samples should be taken twice a year on Greens, Tees, and Fairways.
- Fertilizer applications may be tailored to the soil needs.
- A certified laboratory should analyze the samples and the resulting report will be used to make treatment decisions.

II. Mowing Requirements

GREENS

- Greens will be mowed on a daily basis, weather permitting.
- If Greens' mowing is skipped, it shall be recorded in the daily log and a description of the circumstances that prevented the mowing should also be provided.
- Mowing heights will be maintained on a daily basis to keep a smooth rolling surface and a stimpmeter speed of at least 9 and no more than 10.5 (stimpmeter must meet the U.S.G.A. requirements).
- This activity should be scheduled at such a time as to limit the interference of play.

TEES, FAIRWAYS, AND APRONS

- Must be mowed at least three times per week.

- Mowing heights must be maintained at .500 or lower.
- This activity should be scheduled at such a time as to limit the interference of play.

ROUGH

- Must be mowed at least two times a week.
- Mowing heights can be maintained at 1.250" – 1.750".
- This activity should be scheduled at such a time as to limit the interference of play.

MISCELLANEOUS

- Bunker slopes, bahia grass, clubhouse turf, and all other turf areas should be mowed at least one time per week.
- During cooler months it may be acceptable to mow bi-weekly.

III. Cultural Practices

AERIFICATION

Greens – are required to be aerified 3 times per year between the months of April and September. Coring tines with a minimum diameter of .500" are required to be used two of the three times. The third aerification should be done with .250" tines.

Tees and Aprons – are required to be aerified at least two times a year with .500" coring tines.

Fairways and Roughs - are required to be aerified at least two times a year with .750" coring tines.

Topdressing - is required following aerifications. Topdressing material should meet the requirements of the U.S.G.A. specifications. All cored holes and turf canopy of all greens, tees and aprons should be filled and covered.

Traffic and Wear Areas – require year-round solid tine aerification to reduce compaction and matted/worn turf areas.

VERTICUTTING

Greens – are required to be verticut monthly from April through November or as needed. Light top dressing will be applied after each verticut.

Fairways - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

Tees and Aprons - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

IV. Chemical Program

HERBICIDES

- A post and pre emerge program should be in place prior to each weed season.

- A minimum of two pre-emerge summer weed control applications are to be scheduled between February and June.
- Products such as Ronstar, Dimension, and Pendimethalin are acceptable for these purposes and should be used in conjunction with a granular fertilizer application.
- Pre-emerge control for Poa Annua, escape rye grass, and winter broadleaf is also required during overseeding months.
- Post emergent control will be on an as needed basis on all turf and landscape areas such as tree rings and plant bed edges.
- Mechanical removal of all weeds is strongly recommended before herbicides are applied.

INSECTICIDES

- Preventative and post treatment programs for mole crickets, ants, all types of worms, grubs, wasps, and any other turf damaging insects are required.

FUNGICIDES

- Preventative and post treatment programs for disease are required.

V. Cups and Pins

- Cup locations should be changed at least seven (7) times a week.
- Cups should be moved at least twenty (20) feet from previous location.
- Cups should be replaced at least two (2) times a year and painted on a bi-weekly basis.
- Pin locations are affected by many factors. Proper placement of the pins requires judgment and knowledge of the game. The USGA recommends that the pin be placed at least five (5) paces from the nearest edge of the green. Pins should not be placed in tricky positions.
- The pin should be placed according to the design of the hole. For example, for long shots with a wood or low iron, pins should be placed far enough from the front and sides to accommodate the required shot and provide adequate room to put.

VI. Repairs

- Repair all ball marks, divots, and other damaged turf on greens and practice greens daily.

VII. Cart Paths

It will be the responsibility of the Proposer to maintain the concrete cart paths throughout the course. The paths must be maintained free of all debris and weeds. All repairs to the cart path must be accomplished in a timely manner so as to provide a safe route for moving about on the course. Proper herbicides will be applied and routine edging will be

required to accomplish this requirement. Erosion control will also be necessary in some areas to avoid degrading the integrity of the paths.

VIII. Irrigation

It shall be the responsibility of the Proposer to ensure that all of the equipment required to irrigate the golf course is maintained in good repair. The Club uses reclaimed water from the City's wastewater system in its routine irrigation practices. The source of the water used for irrigation is surface water obtained from the ponds on the property, one of which is the receiving pond for the re-use water. The proposer will need to report and follow the City filing permit for well use.

Proposers will be expected to repair and replace all heads, valves controllers, pumps, wiring, and lines as needed to keep the proper operation of the irrigation system on the entire golf course. The greens, fairways, and tees will be irrigated as is necessary to ensure the best playing conditions and support proper growth of the turf. Many conditions affect the frequency and amount of irrigation used in each application. It will be the responsibility of the Proposer to determine this frequency. The USGA annual turf advisory report provided by the Proposer to the City each year will provide an independent assessment of how well the successful Proposer performed this and other maintenance requirements set forth by City policies.

IX. Fleet Maintenance and Golf Carts

The City acquires most of the capital equipment used in the operations of the golf course on behalf of the Club and then allows the Club to use the equipment. The maintenance equipment and the golf carts therefore are not a part of the Club's inventory, rather it is on the City's inventory. A new fleet of golf carts have been purchased in 2022. The City wants all Proposers to be aware of this pre-existing obligation and recognize that the annual use payments are established each year during the City's annual budget development process.

Fleet maintenance is an integral part of maintaining the playing conditions of the course. Therefore, it will be the sole responsibility of the successful Proposer to maintain the equipment in good working order and service the equipment when required. It is imperative that each Proposer ensures that the equipment used by the staff is in the best shape possible. This will require warranty enforcement, repair and maintenance of damaged equipment, such as hydraulic leaks, calibration problems, tires, and many other equipment problems. Equipment operators must be trained in the use and care of all such equipment and must be alert to operational problems that occur while on the course. Avoiding damage to the greens, fairways, and tees from operator errors and poor fleet maintenance practices is an important aspect of maintaining the course in top playing shape.

Therefore, proposals must include a description of the Proposer's preventative maintenance and equipment operator training programs in the Operational Concepts section of the proposal package. Also, the proposal package must identify the recommended renewal and replacement program for the equipment and carts.

X. Facility Maintenance

It will be the sole responsibility of the Proposer to ensure that all of the Club's facilities (Proshop, restrooms, cart barn, maintenance facility and course restrooms) and buildings are maintained in a manner consistent with a first-class destination and a premier municipal golf course. Cleanliness of the grounds around the facilities and the exterior and interior of the buildings must be maintained to a level that is satisfactory to the City. The normal routine maintenance of the facilities must be designed to keep the premises in a good state of repair, free from hazardous conditions and deterioration, thus providing a comfortable and safe environment for all visitors and patrons of the Club. This will include, at a minimum:

1. Repairing and Maintaining

- a. The HVAC system
- b. Range ball dispenser
- c. Range lights
- d. Electrical system
- e. Plumbing
- f. Buildings
- g. Fences
- h. Parking lot landscape irrigation
- i. Entrance sign and other signage

2. Repairing and replacement of all office furnishing including window treatments

3. Trash and rubbish removal

4. Providing full utilities to all buildings

5. Providing janitorial services

XI. Lake Maintenance

The costs associated with lake maintenance will be the responsibility of the successful Proposer; however, the City's Public Works Department will oversee the lake maintenance and vendor contract since some of the lakes are included in the original mitigation plan approved by the State of Florida Department of Environmental Protection. It is imperative that the lakes are maintained in accordance with applicable laws, rules and regulations.

Exhibit B
Resolution 21-33 of the City of Port Orange

RESOLUTION NO. 21-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ADOPTING REVISED CHARGES AND FEES RELATING
TO MUNICIPAL GOLF COURSE; PROVIDING FOR
REPEAL OF CONFLICTING RESOLUTIONS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.201, Florida Statutes, provides for municipalities in the
State of Florida to impose user charges or fees by ordinances; and

WHEREAS, Chapter 50, Article IV, Code of Ordinances, City of Port Orange,
Florida, authorizes the imposition of charges and fees relating to municipal golf course
activities; and

WHEREAS, Cypress pass offered on an annual basis, shall be prorated on a
monthly basis for the first six months of each pass year beginning October 1st and shall
not be eligible for any further proration thereafter; and

WHEREAS, the City of Port Orange has previously established charges and fees
for use of the municipal golf course by resolution; and

WHEREAS, the Parks and Recreation Director has reviewed the current fees
and charges and recommends approval of the revised golf course charges and fees set
forth in this resolution.

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

Section 1. Pursuant to Section 50-83 of the Code of Ordinances, City of Port
Orange, Florida, the following maximum fees are established for use of the municipal
golf course by residents:

GOLF ROUND

Player (per person) Green Fee

DAILY

\$57.50 (plus sales tax)

Junior (per person) Green Fee	\$21.25 (plus sales tax)
Cart Rental (per person)	\$28.75 (plus sales tax)
<u>LEGACY PASS</u>	<u>ANNUAL</u>
Legacy Pass Holder	\$2,125.00 (plus sales tax)
Spouse	\$1,125.00 (plus sales tax)
Junior	\$500.00 (plus sales tax)
Transfer fee (with qualifying sale of property)	\$250.00 (plus sales tax)

<u>CYPRESS PASS*</u>	<u>ANNUAL</u>
Cypress Pass Holder	\$2,625.00 (plus sales tax)
Spouse	\$1,500.00 (plus sales tax)

*May be prorated on monthly basis (up to 6 months)

<u>TRAIL</u>	<u>ANNUAL</u>
Trail Pass (12 month)	\$1,875.00 (plus sales tax)
Trail Pass (6 month - Oct 1 thru March 31)	60% of the 12 month pass

<u>PLAY CARD</u>	<u>SEASONAL</u>
10 Play Card	\$250.00 (plus sales tax)

Section 2. Pursuant to Section 50-87 of the Code of Ordinances, City of Port Orange, Florida, the following maximum fees are established for use of the municipal golf course by nonresidents:

Nonresidents may be assessed fees up to twenty-five percent (25%) greater than those set forth in Section 1 above.

Section 3. Surcharge.

Every player using the golf course shall pay a \$1.00 surcharge for each 9-hole round of golf played, unless said round is offered for exchange as barter for third party wholesaler service pursuant to a written agreement. This surcharge shall be assessed in addition to the charges outlined above in Sections 1 and 2. Fifty percent (50%) of the total surcharge collected, less applicable sales tax, shall be reserved for capital expenditures made for clubhouse, golf course, or golf course related facilities improvements, renovations or restorations. Capital expenditures shall be defined as those expenditures exceeding \$5,000.00 in cost and useful life of one year or more.

Section 4. Sales Tax. Applicable sales tax shall be added to the fees and surcharge established herein.

Section 5. This Resolution shall supersede Resolution 15-76 and all resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed to the extent of such conflict.

Section 6. The charges and fees established herein shall become effective immediately upon adoption.




MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, MMC, City Clerk

Passed and adopted on the 5th day of October, 2021.

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

Exhibit C
INSURANCE REQUIREMENTS

CLUB INSURANCE PROGRAM

PREPARED FOR:

City of Port Orange DBA The Golf Club at Cypress Head, Inc.

6231 Palm Vista Street
Port Orange, FL 32128

7/1/2021- 7/1/2022

Presented by:

Town & Country Insurance Agency, Inc.

Program Manager:
RPS Bollinger
200 Jefferson Park
Whippany, NJ 07981
(800) 446-5311

RPS BOLLINGER CLUB PROGRAM HIGHLIGHTS

Experience & Knowledge:	The RPS Bollinger Club Program has been providing specialized insurance products and risk management services for golf & country clubs, golf management companies, golf course communities, tennis clubs, city clubs and golf associations since 1983.
Financial Strength & Stability:	This program is underwritten on behalf of AIG and its affiliated companies which are rated as A XV "Excellent" security from AM Best Company. Property and inland marine coverages are written through Lexington Insurance Company, a non-admitted carrier.
Innovative Product Offering:	A comprehensive product offering that is designed and enhanced specifically for the exposures in the golf course and club industry based upon over 25 years of experience. Our "Country Club Premier Form" has set the standard for reliable and expansive coverage offerings.
Underwriting Expertise:	RPS Bollinger's underwriting team is solely dedicated to the golf and club sector. They can provide in-depth knowledge regarding coverage and have the authority levels required to provide competitive and comprehensive terms and conditions.
Risk Management Services:	In partnership with our carrier partners we have a variety of risk management products and services that will help a club address a variety of risk exposures. We provide free on-site risk management survey of the facilities/grounds. In addition, we also have a library of topical loss control bulletins, expanded risk assessment consultative services, background check procedures/resources and employment practices analysis.
Claim Handling:	In conjunction with AIG, we provide a nationwide 24/7 claims management network. You deal with claims professionals trained specifically to manage and adjust claims in the Club industry.
Service:	An experienced team of underwriting professionals who respond to your needs accurately and in a timely manner.
Coverage:	Offering a multi-line insurance package of products that meets the insurance needs for a Club by offering Property, Inland Marine, Crime, General Liability, Liquor Liability, Automobile, Excess Liability, Pollution Liability, Directors & Officers (including EPL) and Fiduciary Liability and Workers' Compensation.

**CLUB INSURANCE PROGRAMS
COVERAGE SUMMARY**

PACKAGE POLICY

PROPERTY COVERAGE

Coverage protects your Club against direct and consequential loss resulting from a covered cause of loss. Coverage is provided on a special club form unless otherwise noted.

- | | |
|--|--------------|
| ◆ Blanket Building & Personal Property | \$ 3,269,408 |
| ◆ Deductible* | \$ 5,000 |

*Windstorm/Hail Deductible- 5% of each building/contents subject to a \$100,000 minimum per occurrence, each location will apply ONLY to those occurrences designated as Named Storms.

Risk of direct physical loss to building and personal property, includes bridges, towers, pipes, dams, exterior light fixtures and poles, building foundations and footings, in-ground sprinkler systems and equipment, underground flues, pipes or drains, tennis courts, television and radio satellite dishes and antennas, fences, bulkheads, pilings, piers, wharves, docks, retaining walls, roadways, walks, patios, playground equipment, other paved surfaces, outdoor signs, lightning detection / warning systems and swimming pools. (Cart paths are not considered roadways, walks or other paved surfaces).

- | | |
|--|---------------------|
| ◆ Golf holes meaning tees, driving ranges, cut fairways, greens, grass and sand bunkers, cut and maintained roughs and other cut and maintained playing surfaces, sod used in the maintenance and repair of the golf course and cart paths. But this property is only covered with respect to loss or damage caused by fire, lightning, explosion, riot, civil commotion, aircraft, vehicles, vandalism, windstorm or hail, and the weight of ice or snow, to the extent they are Covered Causes of Loss in policy. | \$ 2,000,000 |
|--|---------------------|

- | | |
|--|--|
| ◆ Windstorm & Hail Deductible /Named Storm | \$150,000
per occurrence/each
location |
|--|--|

COVERAGE EXTENSIONS**Limits of Insurance
At Each Location**

◆ Newly Acquired or Constructed Buildings	\$ 2,000,000
◆ Newly Acquired Business Personal Property	\$ 1,000,000
◆ Debris Coverages	\$ 250,000
◆ Back-up of Sewers and Drains	\$ 250,000
◆ Building Alterations	\$ 100,000
◆ Club Professional Replacement Expense	\$ 50,000
◆ Business Income and Extra Expense	\$ 50,000
◆ Computer Equipment, Media, Electronic Data and Programs	
Computer Equipment	\$250,000
Media, Electronic Data and Programs	\$ 100,000
◆ Accounts Receivable	\$ 300,000
◆ Valuable Papers and Records - Cost of Research	\$ 300,000
◆ Fine Arts	\$ 50,000
◆ Fine Arts in the course of transit	\$25,000
◆ Furs, Jewelry, Stamps and Other Specified Items	
Furs, Fur Garments and Garments Trimmed with Fur	\$ 50,000
Jewelry / Precious Metals	\$ 50,000
Stamps, Tickets and Lottery Tickets	\$ 2,500
◆ Off-Premises Utility Failure – Direct Damage	\$100,000
◆ Off-Premises Utility Failure – Time Element	\$100,000
◆ Limited Water Damage Coverage	\$50,000
◆ Pollutant Clean Up and Removal	\$ 100,000
◆ Deferred Payments	\$50,000
◆ Personal Effects	\$25,000
◆ Property Off Premises	\$50,000
◆ Contract Penalty Clause	\$25,000
◆ Inventory or Appraisal	\$50,000
◆ Property in Transit, on Exhibition or in Custody of Salespersons	\$50,000
◆ Emergency Vacating Expense	\$15,000
◆ Fire Protection Devices	\$50,000
◆ Reward	\$50,000
◆ Lost Key Consequential Loss	\$5,000
◆ Non-Owned Detached Trailers	\$5,000
◆ Theft of Telephone or Dataline Services	\$5,000
◆ Errant Golf Ball Property Damage Coverage	\$ 1,500
◆ Hole-in-One Reimbursement Expense (must be reported within 60 days, other restrictions apply)	
Any one occurrence	\$250
The sum of all losses during any one policy year	\$2,000

◆ Limited Property of Others NOT in your Care, Custody and Control	\$10,000
◆ Ordinance or Law	
◆ A. Coverage For Loss to the Undamaged Portion of the Property	INCLUDED
B. Demolition Cost of Coverage	INCLUDED
C. Increase Cost of Construction	INCLUDED
◆ Debris Removal for Outdoor Trees, Shrubs, Plants and Lawns (see causes of loss below)	\$150,000
Fire, Lighting, Explosion, Riot or Civil Commotion, Aircraft, Vehicles or Vandalism	INCLUDED/ \$5,000 Ded
Windstorm or Hail	INCLUDED/ \$150,000 Ded
Weight of Ice or Snow	INCLUDED/ \$5,000 Ded
◆ Customer Inconvenience Expense	\$10,000
◆ Undamaged Leasehold Improvements	\$100,000
◆ Membership Reimbursement	\$100,000
◆ Food Contamination Coverage	\$50,000
◆ Additional Expenses	\$50,000
◆ Expediting Expense	\$25,000
◆ Limited Coverage for Fungus, Wet Rot, Dry Rot and Bacteria	\$15,000*
Interruption of Computer Operations	\$10,000*
Virus and Hacking	\$25,000*
*Denotes and Annual Aggregate Limit	
◆ Flood Coverage	NOT ELIGIBLE
◆ Earthquake \$50,000 Deductible (Eligible in Mercalli zones 1-6 only)	\$ 1,000,000

EQUIPMENT BREAKDOWN COVERAGES

◆ Coverage is automatically provided up to the property limits. Includes perils of mechanical breakdown, electrical arcing and steam boiler explosion.	INCLUDED
◆ Deductible:	\$ 5,000
◆ Expediting Expense	\$ 100,000
◆ Hazardous Substances	\$ 100,000
◆ Spoilage	\$ 100,000
◆ Computer Equipment	\$ 100,000
◆ Data Restoration	\$ 100,000
◆ Service Interruption	\$ 100,000
◆ Business Income	INCLUDED
◆ Extra Expense	INCLUDED
◆ Ordinance or Law	INCLUDED

BUSINESS INCOME COVERAGE

◆ Business Income and Extra Expense	\$ 200,000
◆ Deductible	WAITING PERIOD PER BI FORM 72 Hours
Windstorm & Hail Deductible (ONLY Named Storms)	72 Hours
◆ Coinsurance Percentage	WAIVED
◆ Extra Expense is part of the Limit	
Covers loss of net income, continuing expenses, and extra expenses you incur during the period of restoration	

INLAND MARINE COVERAGES

◆ Accounts Receivable	INCLUDED
◆ Maintenance Equipment/Golf Carts -- \$250 deductible	\$ 1,018,106
◆ Silverware, Club Trophies & Prizes	OPTIONAL
◆ Fine Arts	INCLUDED
◆ Mini-Computer/Word Processor	INCLUDED
◆ Valuable Papers & Records	INCLUDED
(when no deductible shown, all other peril deductible will apply)	

COMMERCIAL GENERAL LIABILITY COVERAGE

Coverage is provided for damage you are legally obligated to pay due to Bodily Injury or Property Damage caused by an occurrence and arising out of your ownership, maintenance, or use of your premises or operations.

◆ Bodily Injury & Property Damage Per Occurrence Limit	\$ 1,000,000
◆ Bodily Injury & Property Damage General Aggregate	\$ 3,000,000
◆ Bodily Injury & Property Damage Products/Completed Operations Aggregate	\$ 3,000,000
◆ Personal and Advertising Liability Limit	\$ 1,000,000
◆ Fire Damage Liability	\$ 300,000 Any one Premises
◆ Medical Payments (including members)	\$ 15,000 Any one Person

GENERAL LIABILITY ENHANCEMENTS

- Crisis Response Coverage (Not available in FL, KS, VA)
 - Crisis Response Aggregate Limit \$100,000
 - Each Crisis Response Costs Limit \$50,000
 - Each Crisis Management Loss Limit \$50,000
- Contractual Liability
- Defense Costs in Addition to Limits
- Host Liquor Liability
- Incidental Malpractice
- Non-Owned Watercraft up to 55 feet
- Worldwide Coverage - Limited
- Waiver of Subrogation
- Additional Insureds:
 - Employees
 - Club Members
 - Volunteer Workers
 - Golf or Tennis Professional
 - Incidental Malpractice (excluding physicians or medical doctors)
 - Golf Cart Operators (excess)
- Professional Liability - Club Professionals

◆ Liquor Law Liability	\$ 1,000,000 Per Occurrence
	\$ 1,000,000 Annual Aggregate

PREMIUM BASIS

◆ General Liability - Gross Income (less initiation fees & interest income)	\$ 1,604,252
◆ Liquor Liability - Receipts	\$ 70,112
◆ Abuse and Molestation	EXCLUDED

Professional Liability Exclusion:

All professional services except the following provided by employees:

- (a) the rendering or failure to render services by a tennis, golf or touring golf, tennis professionals, certified and licensed fitness trainers, or any other athletic instructors.
- (b) the rendering or failure to render any treatment or services to the body by a barber, beautician, or manicurist; or
- (c) body massaging

Policy is NOT subject to audit

EMPLOYEE BENEFITS LIABILITY

◆ Employee Benefits Liability	\$ 1,000,000
◆ Deductible	\$ 1,000
◆ Claims Made	

COMMERCIAL CRIME EXTENSIONS

◆ Employee Theft	\$ 50,000
◆ Premises - Money and Securities	\$ 10,000
◆ Transit - Money and Securities	\$ 10,000
◆ Depositors Forgery	\$ 50,000
◆ Computer Fraud	\$ 25,000
◆ Funds Transfer Fraud	\$ 25,000
◆ Money Order & Counterfeit Paper Currency	\$ 5,000
◆ Deductible	\$ 1,000

Broadened Definition of Employee

- Any Non-Compensated Officer
- Any Director or Trustee of an Insured

Theft by Computer

◆ ERISA Bonding (covered up to Employee Theft limit) (ERISA bonding requirement must be 10% of plan assets--higher limits available)	INCLUDED
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BUSINESS AUTOMOBILE

◆ Hired and Non-Owned Auto Liability	\$ 1,000,000
◆ Garagekeepers' Insurance (Valet Parking)	OPTIONAL

DIRECTORS & OFFICERS LIABILITY COVERAGE

◆ Limit of Liability	OPTIONAL Each Loss OPTIONAL Each Policy Year
◆ Retentions	
Directors and Officers	N/A
Employment Practices	N/A

DIRECTORS & OFFICERS LIABILITY ENHANCEMENTS

- ◆ Claims Made Form

EMPLOYMENT PRACTICES LIABILITY

FIDUCIARY LIABILITY

◆ Limit of Liability - ERISA Liability	OPTIONAL
◆ Deductible	N/A
◆ Claims Made	

LIMITED POLLUTION LIABILITY COVERAGE-DESIGNATED SITE

Provides coverage for 3rd party claims which the insured is legally obligated to pay due to damages related to bodily injury, property damage and clean-up costs (including government mandate) as a result of the discharge, dispersal, seepage, migration, release, or escape of covered pollutants at or from a designated site.

Broad definition of pollutants includes: Pesticides, Herbicides, Fungicide, Fertilizers, Insecticides, Pool Chemicals and or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

◆ Per Incident Limit	\$ 1,000,000
◆ Annual Aggregate	\$ 1,000,000
◆ Claims Made Form	
◆ Deductible*	NONE
*Corrective Action Cost (Applicable Only if Tank Liability Coverage Included)	\$5,000
Includes Off Premises Cleanup	
Includes Mandated Governmental Clean-up Coverage Limit	
◆ Above Ground Storage Tank Liability	\$1,000,000 NOT INCLUDED

COMMERCIAL EXCESS LIABILITY COVERAGE

Limit of Liability

◆ - Each Occurrence	\$ 1,000,000
- Annual Aggregate	\$ 2,000,000
Comprehensive General Liability	INCLUDED
Employee Benefits Liability	INCLUDED
Commercial Automobile Liability	INCLUDED
Liquor Liability	INCLUDED
Employers Liability	NOT INCLUDED
Abuse and Molestation	EXCLUDED

Workers Compensation must be written with acceptable carrier & rated A- or better in A.M. Best. EL limits must be \$500/500/500 for all states except TX and CA limits must be \$1000/1000/1000.

Exhibit D
MANAGEMENT AND OPERATIONS CONTRACT DRAFT



CITY OF PORT ORANGE
AGREEMENT FOR GOLF COURSE
MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as ____ day of _____, 2022, by and between the **City of Port Orange**, Florida, a chartered municipal corporation, located in Volusia County, Florida, hereinafter referred to as "City," the City, as Owner of Golf Club at Cypress Head, hereinafter referred to as "Club" and _____, a _____ corporation, hereinafter referred to as "Contractor" and collectively hereinafter referred to as the "Parties."

SECTION 1. Provision of Services

A. The Contractor hereby agrees to provide management services for both Club House Operations and Turf Operation, as defined herein and in RFP 22-05, at the City's public golf course facility, known as the Golf Club at Cypress Head ("Club"), and as more specifically described in Request for Proposal 22-05 ("RFP 22-05"). This agreement together with RFP 22-05, Addenda, and Contractor's proposal, all of which may be referred to as the "Agreement" and all of which are made a part hereof by reference, shall constitute the formal written Agreement between the City and Contractor. For convenience, Section 3, Scope of Services and Requirements, Addenda of RFP 22-05, and the Management Fees Submittal as submitted by Contractor in Contractor's Proposal are attached hereto as **Exhibit "A."** A complete copy of RFP 22-05 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Agreement, as referenced hereinabove.

B. The time, manner, and place for the performance of such services shall be:

Term: The initial term of this Agreement shall commence on August, 2022 and expire on September 30, 2027, unless sooner terminated as provided herein ("Initial term"). Pursuant to RFP 22-05, the period of time between August ____, 2022 and September 30, 2022, is intended to provide the Contractor with sufficient time to implement a Transition Plan, if necessary. For purposes of clarification, costs and fees implemented by this Agreement and the billing and payment thereof, shall commence on October 1, 2022. For additional clarification, the anniversary date of this Agreement is defined as October 1st of each year. This Agreement may be renewed for an additional 5-year period, solely at the City's option and with the mutual acceptance by the Contractor within thirty (30) days of the City's exercise of the option; such option shall be exercised by the City, in writing, at least six months prior to the expiration of the original Agreement, subject to review and approval of the City Manager and budget appropriation.

Manner and Place: Services shall be in accordance with and in a manner as required by all current federal, state, county, fire, building, and land development codes, laws, ordinances, and regulations, along with the provision by the Contractor of any applicable permits and licenses required by law.

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

Authorization for Services: This Agreement standing alone does not authorize the purchase of any services or require the City to place any orders for service. Authorization for the provision of services from Contractor under this Agreement shall be upon City Council approval as evidenced by a fully executed Agreement by the City.

SECTION 2. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings indicated below:

- A. **ANNUAL BUDGET:** The annual budget shall include the operating budget and the capital improvement budget.
- B. **CAPITAL EXPENDITURES:** Capital Expenditure means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course, the cost of which exceeds Five Thousand Dollars (\$5,000.00).
- C. **CITY:** City means the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- D. **CITY COUNCIL:** City Council means the elected governing body serving the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- E. **CITY MANAGER:** City Manager shall mean the official appointed manager of the City of Port Orange, Florida.
- F. **CLUB HOUSE OPERATIONS:** Club House Operations means the sales of golf services, greens, cart, range, surcharge and other fees collection operations, golf merchandise operations, and other usual and customary functions provided at the Golf Course.
- G. **CONTRACTOR:** Contractor means _____, or any successor to Contractor's interest under this Agreement.
- H. **CONTRACT ADMINISTRATOR:** Contract Administrator means the individual designated by the City Manager to administer the contract on behalf of the City, to oversee the Contractor's performance of this Contract and to act as the liaison between the City Manager and the Contractor.

- I. **FINANCE DIRECTOR:** Finance Director shall mean the officially designated director of finance for the City of Port Orange, Florida.
- J. **FURNISHING and EQUIPMENT:** Furnishing and Equipment shall mean all furniture, furnishings, trade fixtures, apparatus, and equipment, including without limitation course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, office equipment, computers, computer software, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course; other than Operating Inventory. An inventory of Furnishings and Equipment shall be provided to the Contractor within three (3) days of contract award, and Contractor shall verify said inventory by close of business (5:00 p.m EST) on October 1, 2022.
- K. **GOLF COURSE:** Golf Course means the Golf Club at Cypress Head, an 18-hole championship course, with a lighted practice facility, driving range, maintenance barn, cart barn, clubhouse, pro shop, restaurant, lounge, banquet rooms, and other related facilities.
- L. **GOLF COURSE EXPENSES:** Golf Course Expenses means operating expenditures including but not limited to all costs and expenses incurred in the operation, management, and maintenance of the Golf Course, including: a) all expenditures incurred by Contractor in the performance of its obligations under this Agreement or expenditures incurred by the City for the benefit of the Golf Course; b) all expenses specifically identified as "Golf Course Expenses" in this Agreement; and c) all other reasonable expenses incurred by Contractor in connection with management of the Golf Course or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided in this Agreement and which expenses, if assumed by Contractor, would be consistent with the role of a golf course manager and shall not exceed the annual budgeted contingency. The total annual golf course expenses, including debt service shall not exceed City Council appropriations. Golf Course Expenses shall include expenses for the Contract Administrator and annual reporting charges or other fees for the Club. Golf Course Expenses shall not include the Contractor's expenses of remediation as required in this Agreement.
- M. **GROSS REVENUES:** Gross Revenues means all revenues of the Golf Course received by the Contractor that is part of this Agreement. These are greens fees and 50% of the Surcharge, cart rentals, all tournament proceeds, outing and event sales and fees, tee time reservation fees, computer handicapping, league fees, pre-paid green fees, sales of gift certificates, and coupon rates for green fees which shall be redeemable within the fiscal year of collection, driving range sales, merchandise sales, and club rentals. Any revenues derived from Golf Course operations, services, or products shall be deemed a part of Gross Revenues. Gross Revenues shall not include inventory and encumbrances.

- N. **KEY EMPLOYEE:** Key Employee means the following positions that are required to be full-time and on-site: general manager, golf course superintendent, director of marketing, and accountant.
- O. **MAINTENANCE and REPAIRS:** Maintenance and repairs mean the provision of continuous proper upkeep of all facilities including but not limited to the golf course, buildings, pro shop, furnishings and equipment, and supplies, without limitations, necessary to assure the proper day-to-day operations of the Golf Course in accordance with the standards identified in **Exhibit “___”** under Maintenance Standards for the Club.
- P. **MERCHANDISE:** Merchandise means golf apparel and accessories offered for resale at the Golf Course pro shop and rental of clubs.
- Q. **OPERATING INVENTORY:** Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Course, including scorecards and cart tickets, driving range balls, golf pro shop merchandise, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and any other similar items used in running the golf operation.
- R. **OPERATING YEAR/FISCAL YEAR:** Operating Year/Fiscal Year means a twelve (12) month period commencing on October 1 and continuing through to the following September 30.
- S. **SURCHARGE:** A surcharge shall be collected from every player of golf pursuant to **Resolution No. 21-33** of the City of Port Orange, as amended from time to time.
- T. **CONTRACTOR OUT-OF-POCKET EXPENSES:** For purposes of this Agreement, out-of-pocket expenses shall not be a Golf Course Expense and shall generally mean Contractor travel expenses in excess of the annual budget and as needed to properly operate and manage all golf course operations at the Golf Club at Cypress Head; and the Contractor's remediation expenses as required in this Agreement.
- U. **TRANSITION PERIOD:** The period of time from award of the contract thru September 30, 2022 in anticipation of the newly awarded vendor taking over the management of the Golf Course. This is a time for completing audits, taking inventory, hiring staff, installing software programs, securing required licenses and permits, and any other tasks necessary for taking over the management of the Golf Course facilities.

- V. **TRANSITION PLAN:** A plan for providing for orderly, coordinated change of service providers, including but not limited to, completing audits, taking inventory, hiring staff, installing software programs, securing required licenses and permits, and any other tasks necessary for the orderly transition of service provider for the management of the Golf Course facilities.
- W. **EMERGENCY:** Emergency shall mean a breakdown in any City service or when supplies are needed for immediate work which may be essential to, or may virtually affect the public health, safety, or general welfare.

SECTION 3. SCOPE OF SERVICES

The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Agreement ("Contract Administrator"). The Contractor shall, in a satisfactory and proper manner, as determined by the Contract Administrator, perform the following services:

A. GENERAL

In accordance with the approved budget and subject to the availability of funds as appropriated therein, the Contractor shall provide Golf Course Management Services for both Club House Operations and Turf Operations as set forth below. It is the intent of this Agreement that the Contractor shall provide continual quality improvements to all aspects of the Golf Club's operations.

1. Club House Operations shall include but are not limited to the following usual and customary operations:

- a. Marketing of all golf facilities and programming;
- b. Managing the golf course and clubhouse operations, driving range, building operations, golf cart and storage operations, and golf programs, including the sale of golf merchandise;
- c. Providing planning, budgeting, accounting, personnel, and other administrative services in support of the golf operation at the golf course facility, as well as other services normally associated with the operation of public golf courses in a municipal setting;
- d. Continued support and marketing of all special interest golf programs now offered by the City at the golf facility. These programs include, but are not limited to junior golf programs, men's and women's golf leagues and tournaments, and golf instruction programs;
- e. Janitorial functions in all facilities including but not limited to the clubhouse buildings, maintenance facility, driving range buildings, course restrooms, course shelters, golf cart storage buildings, and employee restrooms;

- f. Payment to the City each month for the use of golf carts;
 - g. Performance of the detailed descriptions of this scope of services as included in the RFP 22-01 and the Contractor's Proposal; and
 - h. One-half of the Surcharge shall be remitted to the City each month.
- 2. Turf Operations means the agronomic and horticultural practices required in Exhibit "C", management and maintenance of the motorized equipment used for that purpose, and implementation of the City's fleet maintenance standards and preventative maintenance services for the fleet and the facilities, fences, cart paths, buildings, garages, and storage spaces. This component may include but is not limited to the following:
 - a. Providing qualified managers and employees necessary for the maintenance services at the golf facilities;
 - b. Maintaining all turf and landscaping, including first and last impression area;
 - c. Maintaining all buildings, equipment, and associated facilities and performing the detailed descriptions of the scope of services as included in RFP 22-05; and
 - d. Payment to the City each month for the use of golf course vehicles, tractors, mowers, and other maintenance equipment.
- 3. The Contractor shall hire, train, promote, discharge, and supervise the work of the Key Employees, executive staff, and all other employees of the course. All persons employed by the Contractor for such purposes shall be deemed employees of the Contractor. The Contractor shall pay all of the salaries, wages, payroll taxes, and benefits due and owing to and/or on account of such persons. The Contractor shall deduct from such employees' salaries all required taxes, charges, and assessments and shall make and file such reports as may be required by the federal, state, and local government agencies. All personnel shall be employees of the Contractor, and the amount equal to all salary and benefits shall be a golf course expense in accordance with the annual budget approved by City.

B. ANNUAL BUSINESS PLAN AND ANNUAL BUDGET

- 1. Beginning on October 1, 2022, and every successive fiscal year thereafter, the Contractor shall comply with the City's Annual Budget Calendar for submittal of its Capital Improvement Plan and Annual Budget. The Annual Business Plan shall be submitted in accordance with the calendar for the Annual Budget.
- 2. The total annual expenses, including debt service shall not exceed City Council Appropriations. The Contractor shall include a recommendation on the golf course fees and charges. Fees and charges for the golf course shall be established by Resolution of the City Council.
- 3. The Contractor may, from time to time, request the City Council to amend the Annual Budget as to the golf course management services described within this Agreement.

4. Contractor shall be solely responsible for preparation of the Golf Course Annual Budget and for presentation of that Budget to the City Council. Contractor acknowledges that the decision of the City Council is final and that the City Council serves as final arbiter on budget matters.
5. With respect to emergency expenditures, if at any time during the term of this Agreement a condition should exist in, on, or about the Golf Course of an emergency nature that is unforeseen in nature and is not attributable to any act or omission of Contractor, and such condition, in Contractor's discretion, requires immediate action to preserve and protect the Golf Course, to better assure the operation of the Golf Course, or to protect its customers, guests, or employees, Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such conditions, whether or not provisions have been made in the applicable Budget for any such expenditure. The Contractor shall notify the City Manager, if at all possible, prior to the expenditure but in all events within twenty-four (24) hours of any such emergency condition or expenditure.
6. With respect to unanticipated expenditures and reallocation of funds, the City understands and agrees that the Budget is intended to be a reasonable estimate, and, accordingly, the Contractor, subject to City approval, shall be entitled from time to time to revise the Budget to cover any expenditures that were unanticipated at the time of preparation of the Budget but are reasonable and necessary to carry out the provisions of this Agreement. The Contractor is authorized to take all action reasonably deemed necessary by Contractor to implement, perform, or cause the performance of the items set forth in the Budget. If the Budget is required to be modified in such a manner that will not increase the overall expense or revenue appropriation, then the Budget transfer may be approved by the Contractor upon written notice to the Finance Director within twenty-four (24) hours. If, however, the Budget is required to be modified in such a manner that will cause an increase in overall appropriations, then the City Council must authorize the modification.

C. ENVIRONMENTAL STATEMENT

1. The Contractor shall include in the Annual Business Plan, as mutually agreed upon in the approved Annual Budget, the adoption, inclusion, and placement in the practice of the environmental principles as adopted by the Golf Course Superintendent Association of America in all aspects of daily operations, maintenance operations, and capital or remedial improvements to golf premises and facilities.
2. Prior to October 1, 2022, the City shall perform a Phase I Environmental Assessment at the sole cost of the Contractor as a Golf Course Expense and provide copies of all such reports to Contractor.
3. Upon termination, Contractor shall perform a Phase I, the cost of which shall be a Golf Course Expense, and provide copies of all such reports to the City. Further, if needed, as determined at the City's discretion or as may be recommended by the Phase assessment, a Phase II or III, Environmental Assessment will be performed as determined in accordance with the already completed phase assessment. Contractor shall be responsible for the cost of any environmental remediation required in order to correct any

violations of environmental laws resulting from the negligence or willful misconduct of Contractor. The requirement for remediation by the Contractor shall survive the termination of this Agreement.

4. Notwithstanding anything to the contrary contained in the Agreement or elsewhere, Contractor shall not defend, indemnify or hold City harmless of or from any liability, loss, damage, cost, or expense (including attorneys' fees and expenses) involving any pre-existing environmental problems or liabilities discovered on the Golf Course that occurred prior to October 1, 2022, except that Contractor is found to have caused said environmental condition.

D. PERSONNEL

1. Employment

In accordance with the approved budget, Contractor shall be responsible for the employment of all personnel for the turf and clubhouse operations.

2. Contractor's Clubhouse and Turf Operations of Golf Course

- a. All clubhouse and turf operations shall be transferred to and performed by the Contractor.
- b. It will be the Contractor's responsibility to provide the City with annual turf condition evaluation as described in Exhibit C.

3. Staff

The aggregate payroll for employees at the Golf Course shall not exceed the amounts set forth in the approved Annual Budget. The Contractor shall include in the Annual Business Plan, the qualification and identifications of the Key Employees for staffing the next fiscal year. If a change occurs with the Key Employees during the fiscal year the Annual Business Plan shall be amended and submitted to the City.

4. Qualifications

The Contractor shall employ only employees who are properly qualified for their positions. Contractor may assign management trainees to the Golf Course under the supervision of trained professionals.

5. Retirement and Benefit Plans

Contractor may provide Golf Course employee benefits so long as the expense of the benefits is included in the approved Annual Budget.

6. Temporary Assignment of Other Contractor Personnel

If the position of a Key Employee, as defined herein, or other management positions of the Golf Course are not filled for whatever reason, the Contractor may temporarily, for a period not to exceed ninety (90) days, assign to these positions the staff of other golf course and country clubs operated by the Contractor. During such time as these employees are temporarily assigned to the Golf Course, all such employees will be paid their regular Compensation. The pro-rata share of such employee's Compensation equal to the actual time such employees worked at the Golf Course shall be a Golf Course

expense.

7. Management Staff

- a. The General Manager of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course and shall be on site for day-to-day management and operation purposes. The name and telephone number, both home and business, of the General Manager shall be provided, in writing, to the City and shall be kept current at all times. The General Manager, or upon written notice to the City, his designee, shall be reasonably available during normal working hours to meet with the Contract Administrator. After normal working hours, the General Manager, or designee, shall be reasonably available to appear at the Golf Course if deemed necessary by the Contract Administrator or Contract Administrator's designee. The General Manager shall establish his or her principal residence within one (1) hour driving distance of the Golf Club at Cypress Head, unless waived by the City Manager.
- b. The Golf Course Superintendent for the Golf Course shall be a member in good standing of the local chapter of the Golf Course Superintendents Association.

E. MERCHANDISE SALES

1. The Contractor shall operate the merchandise sales as a profit center and shall perform the following:
 - a. Purchase, maintain, and rent out carts, golf clubs, and golf bags at the Pro Shop at the Golf Course.
 - b. Order, purchase, pay for and offer for resale at the Pro Shop of the Golf Course, all golf equipment, golf merchandise and supplies, sportswear, apparel, and other golf accessories.
2. The Contractor shall insure that a qualified individual is assigned to be responsible for ordering and reordering inventory, inventory display, reporting and training for merchandise sales.
3. Budgeted Clubhouse personnel are permitted to handle merchandise sales, cart rentals, and golf club rentals and to assist the Merchandise Manager.
4. The Contractor shall maintain and stock a reasonable inventory of Merchandise at various grades and sell them at competitive prices.
5. All sales tax and other taxes that might be due and payable as part of the merchandise sales at the Pro Shop shall be paid for from the proceeds of such sales by the Contractor.
6. All city, state, federal, and/or other licenses required for the appropriate operation of Merchandise Sales at the Pro Shop of the Golf Course shall be obtained in the name of the Contractor and shall be a budgeted Golf Course Expense.

7. All revenues derived from Merchandise Sales shall remain with and belong to the City and shall be considered part of the Gross Revenues. Credit Card Merchandise Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.

F. REVENUES AND DEPOSIT OF REVENUES

1. All Revenues collected in the Golf Course by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than the close of business day at the Golf Course. The Finance Director shall be an approved signature on the account.
2. The Contractor shall abide by the money handling procedures as promulgated by generally accepted governmental accounting standards. Contractor shall design, establish, implement and maintain procedures for the accounting and control of the revenues from the time of their collection by Contractor to the time of deposit at the bank. This shall include a system of internal controls to account for and to safeguard all gross revenues. Such procedures shall include each of the accounting and cash control processes recommended by Contractor and approved by the City, which approval shall not unreasonably be withheld.
3. The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value. The Contractor shall provide a fidelity bond for all employees that shall handle cash sales or other financial transactions.
4. City acknowledges that Contractor has not made any guarantee, warranty, or representation of any nature whatsoever concerning or relating to (i) the Budgets, or (ii) the amounts of revenues to be generated from the operation of the Facility other than the fact that the Budgets, including revenues and operating expenses, are based on the Contractor's knowledge and expertise in the area of golf course management, for which the contractor represents itself to be competent, knowledgeable and experienced.

SECTION 4. MANAGEMENT FEE

A. Fixed Management Fee

1. Contractor shall receive a Fixed Management Fee, payable monthly, in arrears, in an

amount equal to one-twelfth (1/12) of _____ Dollars (\$_____), plus budgeted expenses as previously defined herein, and a two percent (2%) per annum CPI, as approved in the Annual Budget.

2. The first payment of the Fixed Management Fee for the balance of FY 22-23 will be payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of _____ Dollars (\$_____), plus budgeted expenses as previously defined herein and as approved in the Annual Budget. Thereafter, such Fixed Management fee shall be paid from the operating account, and documented by invoice, on or before the Tenth day of each subsequent calendar month during the term of this Agreement and only upon submission of an original invoice from the Contractor.

SECTION 5. CITY RESERVATION OF SPECIAL GOLF COURSE USES

The City reserves the right to utilize the Club for City-organized events a minimum of four (4) times per year. The City will not be obligated to pay the greens and cart fees for those events. However, the City will negotiate the dates and times of said events with the Contractor's staff.

SECTION 6. TRANSFER OF FUNDS

A. Working Capital.

Contractor shall have the right to retain at all times in the operating account a cash reserve ("Working Capital") in an amount equal to the required amount of Working Capital specified in the Annual Budget to fulfill the Annual Business Plan for the then-current Fiscal Year. If at any time during any Fiscal Year Contractor reasonably determines that Working Capital specified in the then-current Annual Budget is insufficient, then Operator shall notify City of the projected deficiency, and shall also provide City with a detailed explanation setting forth the reasons therefor.

B. Remittance to City.

At the end of each month, Contractor shall determine the amount (if any) by which the balance of the operating account exceeds the Working Capital requirement specified in the then-current Annual Budget and the amount, if any, needed to fund any projected deficiency. Funds in the operating account in excess of the specified Working Capital requirement shall be remitted to City on or before ten (10) days after the end of such month.

SECTION 7. SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City, and the City's approval shall be solely within the City's discretion. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 8. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any

interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

SECTION 9. COMPLIANCE WITH LAWS AND POLICIES

- A. Laws. This Agreement is subject to and the Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange.
- B. Financial Management Policies and Procedures. This Agreement is subject to and the Contractor agrees to comply with the Policies and Procedures of the Finance Department of the City to the extent applicable.
- C. Equal Employment Opportunity. Contractor shall not discriminate in its employment practices because of race, religion, sex, age, disability, marital status, or national origin. This Agreement is subject to and the Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Port Orange, Florida.

SECTION 10. HOLD HARMLESS AND INDEMNIFY

- A. The Contractor shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, that result in injury to, constitute violations of individual rights of persons, results in damage to property any other liability for the City.
- B. Unavoidable Delays. The provisions of this Section shall be applicable if there shall occur, due to no fault of the party asserting the Unavoidable Delay (as hereinafter defined) and beyond the reasonable control of such party, during the term of the Agreement any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefore beyond the control of the party obligated to perform, (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or another casualty, or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform. If either party shall, as the result of any of the above-described events, fail punctually to, perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such event, such failure shall be excused and not be a breach of this Agreement by the party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to the term of this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date shall be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable

Delay. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

SECTION 11. INSURANCE

- A. The Contractor, as a Golf Course Expense, shall maintain at all times during the term of this Agreement the insurance policy of specified types and kinds with the coverage and limits, currently in place as more particularly described in the attached Exhibit "____", made a part hereof by this reference.
- B. The Contractor, as part of the Golf Course Expense, shall procure and maintain during the term of this Agreement State of Florida Worker's Compensation insurance in such amounts as are required by general law. The Contractor shall provide to the City a waiver of subrogation rights.
- C. The Contractor shall retain the originals of such insurance policies and a copy or memorandum copy of a document evidencing such insurance coverage shall be furnished to the City not later than 15 days prior to commencement of services by the Contractor under this Agreement.
- D. The City shall be notified in writing 30 days prior to cancellation or nonrenewal by the Contractor of any changes in such policies.
- E. The Contractor shall acquire, as an expense of the Golf Course, any other insurance required by the State of Florida or deemed prudent or necessary by the City of Port Orange.

SECTION 12. PUBLIC RECORDS COMPLIANCE, REPORTS, INFORMATION AND AUDITS

Contractor represents that they shall comply with public records laws as set forth in Chapter 119, Florida Statutes and shall specifically:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian public records, in a format that is compatible with the information technology systems of the City.

If the Contractor does not comply with a public records request, the City shall deem the non-

compliance a breach of this Contract, and the Contractor may be subject to penalties under 119.0701, Florida Statutes.

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

- E. The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.
- F. The period of access provided in this Section 12 for records, books, documents and papers which may be related to any arbitration, litigation, or the settlement of claims arising out of the performance of this Agreement shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.
- G. The Contractor, at such times and in such form as the City may require, as a Golf Course Expense, shall furnish the City such reports as may be reasonably requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain on-site all financial and administrative records as public records as prescribed by the public records laws of the State of Florida, and shall permit the City or any of its representatives or auditors (both internal and external) access to such records,.
- H. The City shall make available to the Contractor financial information regarding matters covered in this Agreement. Upon termination of this Agreement for any reason, the Contractor shall immediately deliver the financial and administrative records to the Finance Director;
- I. The Contractor shall in a timely manner provide to the City the reports and information as required in Section 6 – Special Conditions of RFP 22-05.
- J. The City retains the right to perform unannounced inspection of all records during normal business hours. This inspection will be conducted consistent with internal audit procedure and performed in accordance with generally accepted governmental auditing standards.
- K. As a Golf Course Expense, Contractor shall retain a firm of certified public accountants to perform independent annual audits. The result of this audit will be reported in a timely manner, not later than 90 days after the close of the fiscal year, to the City Council and included with the Annual City Audit.

SECTION 13. CONFLICT OF INTEREST

No officer, employee, or agent of the City of Port Orange who exercises any functions or responsibilities in connection with the planning and implementation of the services provided under this Agreement, nor shall any City of Port Orange officer's, employee's or agent's immediate family

member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

SECTION 14. INDEPENDENT CONTRACTOR

- A. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City of Port Orange. Nothing herein shall be construed as creating a partnership or joint venture between City of Port Orange and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City of Port Orange, nor shall any such person be entitled to any benefits available or granted to employees of City Port Orange.
- B. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.
- C. None of the parties hereto is an agent, employee, or representative of the other, except as authorized in writing by the City pursuant to the City's purchasing policies and for purposes of managing the operations pursuant to the licensing relating to the sale of alcoholic beverages.
- D. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any rights hereunder to third parties or other persons, or increase the duties or responsibility of the parties to other persons; the sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties hereto, each to the other.

SECTION 15. DEFAULT, CURE, REMEDY AND TERMINATION

- A. In the event either party defaults in the performance of any of the covenants, agreements or promises to be kept, done or performed by the Contractor under the terms of this Agreement or fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default and in case of defaults not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default within five (5) working days of the notification thereof, shall diligently pursue correction, and shall notify the non-defaulting party of the corrective steps performed and scheduled to be performed, and of the estimated time to cure, and thereafter the defaulting party shall complete the correction of the default with diligence. The default shall be corrected within thirty (30) days, unless a longer period of time is agreed to by the non-defaulting party and the defaulting party shall not knowingly thereafter commit the same default. In the event of default by the Contractor, the City reserves the right

to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

- B. If either party fails to correct the default as provided above, the non-defaulting party shall have the right and remedy singularly, or in combination, with such other rights and remedies provided by law or equity, to declare that this Agreement, together with all rights granted hereunder are terminated, effective upon such date as the non-defaulting party shall designate.
- C. In the event that the Contractor (i) commits a material breach of this Agreement which is incapable of cure within 120 days of the date of such breach, or (ii) breaches this Agreement more than twelve separate occasions (as shown by notice from the City to the Contractor) during any Fiscal Year, or (iii) commits a breach of this Agreement as set forth in Section 15, paragraph D, the City shall have the following rights and remedies which the City shall have singularly, or in combination with such other rights and remedies provided by law:
 - 1. The right to declare that this Agreement, together with all rights granted the Contractor hereunder, is terminated, effective upon such date as the City shall designate.
 - 2. The right to demand the Surety to secure the performance of this Agreement.
- D. The following which shall not be all-inclusive, shall constitute substantial and material events of default and shall entitle the City to exercise the City's rights and remedies under this Agreement, including but not limited to those specified in this Section 15.
 - 1. The determination that any material representation or warranty of Contractor contained in this Agreement or any Exhibit attached to this Agreement is not true, accurate, and complete, and is materially misleading.
 - 2. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state statute by or against Contractor or the principal of Contractor, or the failure by Contractor or the principals of Contractor to generally pay their debts as they become due.
 - 3. An application for the appointment of a receiver for the making of a general assignment for the benefit of creditors by, or the insolvency of, Contractor or the principals of Contractor.
 - 4. The dissolution, merger, consolidation or reorganization of Contractor.
 - 5. If there is any change of control of Contractor, whether voluntary or involuntary, by sale, merger, consolidation, reorganization, or otherwise.
 - 6. If any creditor of Contractor or the principals of Contractor proceeds, threatens to proceed or notifies Contractor or the principals of Contractor of its intention to proceed to enforce its rights under the provisions of any instrument creating an interest in the assets of Contractor or the principals of Contractor or if any creditor of Contractor or the principals of Contractor seeks, threatens or notifies Contractor or the principals of Contractor of its intention to accelerate the payment of any debt owing to it by the Contractor or the principals of Contractor, or if Contractor or the principals of Contractor are otherwise in default under the terms of any agreement creating an interest in the assets of Contractor or the principals of Contractor.

7. If the City, in its sole discretion, determines in good faith that a material adverse change has occurred in the financial condition of Contractor most recently disclosed to City in any manner and as required in RFP 22-05.
- E. Upon termination of this Agreement, the City shall be entitled to a limited license to use for the six (6) months following such termination, printed materials with the Contractor's logo.

SECTION 16. OWNERSHIP OF PROPERTY

- A. The Contractor agrees that at the expiration or in the event of any termination of this Agreement all properties of the City shall be returned to and delivered to the City on or before the effective date of the termination, including but not limited to, the financial and administrative records of the golf course operation performed by the Contractor, the furnishing and equipment, the merchandise, the operating inventory, the buildings and all other facilities and property of the Golf Course.
- B. The name, trademark, and logo of the Golf Club at Cypress Head are and shall remain the property of the City of Port Orange, Florida.

SECTION 17. NOTICES

- A. This Agreement requires that any notices, approvals, authorizations, waivers, instructions, or determinations shall be effective only when given in writing and signed by the City Manager or the authorized designee.
- B. This Agreement requires that all notices shall be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City:

Attention; City Manager
CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129-4144

To Contractor:

Attention : _____

Telephone: _____
E-Mail: _____

With CC to:

SECTION 18. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Florida. The City and the Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

SECTION 20. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 21. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 22. ATTORNEY FEES AND COSTS

The Parties acknowledge and agree that they have actively participated in the negotiations and drafting of this Agreement, and should any ambiguities exist in this Agreement, the ambiguities shall be construed fairly and not for or against any of the Parties to this Agreement. In the event of a dispute between the Parties arising out of the performance or enforcement of the terms, conditions, and obligations imposed by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in connection with such dispute, including attorney fees and costs incurred at the appellate level.

SECTION 23. CONFLICTS AND SEVERABILITY

- A. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in the RFP 22-05, the terms and conditions set forth in this Agreement shall prevail.

- B. This Agreement shall be severable if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

SECTION 24. MISCELLANEOUS PROVISIONS

- A. Contract Construction. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract.
- B. Authority to Sign. Each person signing this Contract warrant that he or she is duly authorized to do so and to bind the respective party to this Contract.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date set forth hereinbelow.

Witnesses:

By: _____
If this Contract is signed by an individual not identified as officer or authorized person of the entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the entity.

Printed Name: _____

Date: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___physical presence or___online notarization, this _____ day of _____, 20_____, by _____ He 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 **XX** physical presence or online notarization, this _____ day of _____, 20__, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known or produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of **XX** physical presence or online notarization, this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is personally known or produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents



REVISED NOTICE OF INTENT TO AWARD

RFP #22-05

Golf Course Management at Cypress Head

July 18, 2022

On June 21, 2022 Purchasing received three (3) proposals for RFP #22-05 Golf Course Management at Cypress Head.

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

Kemper Sports Management, LLC

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 July 21, 2022 at 9:00 a.m. E.S.T.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5740
purchdiv@port-orange.org

ADDENDUM NO. # 1

June 14, 2022

RFP #22-05 Golf Course Management at Cypress Head

To All Bidders:

The following changes, clarifications and additions are hereby made part of the RFP for the above referenced project dated May 17, 2022 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of the Proposer to confirm that all addenda have been received prior to submitting a bid and acknowledge such in the Proposer's submitted RFP documents.

CHANGES TO SPECIFICATIONS:

CLARIFICATIONS

QUESTIONS AND ANSWERS:

Question No. 1: During the pre-proposal conference we were provided information regarding Packaging of Functionality & Product Capabilities in Microsoft Dynamics GP 2015 R2. Why was this provided? Is this the current golf course software?

Answer: It was provided because it is the current golf course software.

Question No. 2: Can you provide a copy of the current management agreement with Kemper Sports Management along with all amendments?

Answer: Please see Exhibit A.

Question No. 3: Can you please clarify the desired payment process? For all of the municipal owned facilities we operate, 100% of all revenues are deposited daily into the City's bank account and the City pays 100% of the expenses including all required insurances, club payroll and management fee. Is this how the City of Port Orange intends to operate Cypress Head?

Answer: Yes, the City holds the funds. The management company deposits all revenue and pays all expenses out of the City's (separate) bank account.

Question No. 4: Can you provide the hours on all maintenance equipment identified in the capital inventory list?

Answer: Please see Exhibit B.

Question No. 5: Can you provide the dates and details of the most recent renovation and/or replacement of the greens, fairways, and tees?

Answer: All greens were replaced in 2015 and some of the boxes and bunkers have been reworked.

Question No. 6: Can you please provide the age of the buildings?

Answer: 30 years old and the clubhouse was remodeled in 2015.

Question No. 7: What are the current staffing levels and positions for golf and maintenance operations? Could you please differentiate between full and part time staff?

Answer: 7 full time that includes the superintendent and 5-part timers.

Question No. 8: Why does qualifications of bidders include a question on credit available if all expenses are paid by the municipality as this is a management contract? In 30 years of working with municipalities this has never been required.

Answer: Letter N. Credit currently available: \$_____ on FORM 9.7 – STATEMENT OF BIDDER'S QUALIFICATIONS IS NOT REQUIRED.

Question No. 9: Can you please provide copies of the last 5 years actual financial statements for the golf course including rounds, revenues and expenses?

Answer: Please see Exhibit C.

Question No. 9: Page 40 Tab B letter f. requests: "Provide a comprehensive list of golf courses owned or operated by the Proposer (over the past five years), its officers or employees and the individuals that will be assigned to the Club." Can you please clarify if you are requesting individuals currently employed at our operated facilities or if you are requesting staff assigned to Cypress Head?

Answer: It is asking for courses your firm owns or manages and a list of your key employees and then provide a list of employees that will be assigned to Cypress Head.

Jen Cox, Purchasing Agent
jcox@port-orange.org

In all other respects, except as specifically stated herein, the subject RFP #22-05 Golf Course Management at Cypress Head remains unchanged.

END OF ADDENDUM NO. #1

AGREEMENT

FOR

GOLF COURSE MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of this 18th day of September 2012, by and between the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida, hereinafter referred to as "City", The Golf Club at Cypress Head, Inc., a Florida for profit corporation, hereinafter referred to as "Club" and Kemper Sports Management, Inc., an Illinois corporation, hereinafter referred to as "Contractor" and collectively hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, the City owns and operates the Golf Club at Cypress Head; and

WHEREAS, the City desires to obtain management services for the golf course and clubhouse operations, turf operations, restaurant, pro shop, lounge, banquet and all other operations at the City's public golf facility; and

WHEREAS, in order to obtain such services, the City on April 2, 2012 issued a Request for Proposals for such management services (attached hereto as **Exhibit "A"**); and

WHEREAS, the Contractor submitted a Proposal on May 2, 2012 (attached hereto as **Exhibit "B"**); and

WHEREAS, Contractor's Proposal was selected by the City of Port Orange City Council on June 19, 2012, as the most responsive and best qualified proposal for purposes of negotiating a contract; and

WHEREAS, this Agreement between the City and the Contractor is substantially in conformance with the City's Request for Proposal and the Contractor's Proposal.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the City and Contractor agree as follows:

SECTION 1. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings indicated below:

- A. **ANNUAL BUDGET.** The annual budget shall include the operating budget and the capital improvement budget.

- B. CAPITAL EXPENDITURES: Capital Expenditure means any alteration, addition, improvement, repair, replacement, rebuilding, or renovation to the Golf Course, the cost of which exceeds Five Thousand Dollars (\$5,000.00).
- C. CITY: City means the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- D. CITY COUNCIL: City Council means the elected governing body serving the City of Port Orange, Florida, a chartered municipal corporation, located in Volusia County, Florida.
- E. CITY MANAGER: City Manager shall mean the official appointed manager of the City of Port Orange, Florida.
- F. CLUB HOUSE OPERATIONS: Club House Operations means the sales of golf services, green, cart, range, surcharge and other fees collection operations, food and beverage service operations, golf merchandise operations, and other usual and customary functions provided at the Golf Course.
- G. CONTRACTOR: Contractor means Kemper Sports Management, Inc., or any successor to Contractor's interest under this Agreement.
- H. CONTRACT ADMINISTRATOR: Contract Administrator means the individual designated by the City Manager to administer the contract on behalf of the City, to oversee the Contractor's performance of this Contract and to act as the liaison between the City Manager and the Contractor. The expense of the Contract Administrator shall be an expense of the Golf Course as is identified in **Exhibit "A"** under General Terms and Conditions, at page 18, paragraph 17.
- I. FINANCE DIRECTOR: Finance Director shall mean the officially designated director of finance for the City of Port Orange, Florida
- J. FURNISHING and EQUIPMENT: Furnishing and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including without limitation course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, range ball baskets, cash registers, rental golf clubs and bags, ball washers, benches, uniforms, kitchen equipment, appliances, china, glassware, silverware, office equipment, computers, computer software, copy machines, facsimile machines, telephone systems (not including pay telephones), and other personal property used in or held in storage for use in the operation of the Golf Course; other than Operating Inventory. Furnishing and Equipment shall be identified on **Exhibit "C"** as of September 30, 2012, and as verified by Contractor on October 1, 2012.
- K. GOLF COURSE: Golf Course means the Golf Club at Cypress Head, an 18-hole championship course, with lighted practice facility, driving range, maintenance

barn, cart barn, clubhouse, pro shop, restaurant, lounge, banquet rooms, and other related facilities.

- L. **GOLF COURSE EXPENSES:** Golf Course Expenses means operating expenditures including but not limited to all costs and expenses incurred in the operation, management, and maintenance of the Golf Course, including: a) all expenditures incurred by Contractor in the performance of its obligations under this Agreement or expenditures incurred by the City for the benefit of the Golf Course; b) all expenses specifically identified as "Golf Course Expenses" in this Agreement; and c) all other reasonable expenses incurred by Contractor in connection with management of the Golf Course or this Agreement, which expenses were not reasonably anticipated by the parties or otherwise provided in this Agreement and which expenses, if assumed by Contractor, would be consistent with the role of a golf course manager and shall not exceed the annual budgeted contingency. The total annual golf course expenses, including debt service shall not exceed City Council appropriations. Golf Course Expenses shall include expenses for the Contract Administrator and annual reporting charges or other fees for the Club. Golf Course Expenses shall not include the Contractor's expenses of remediation as required in this Agreement.
- M. **GROSS REVENUES:** Gross Revenues means all revenues of the Golf Course received by Contractor that are part of this Agreement. These are green fees and 50% of the Surcharge, cart rentals, all tournament proceeds, outing and event sales and fees, tee time reservation fees, computer handicapping, league fees, pre-paid green fees, sales of gift certificates and coupon rates for green fees which shall be redeemable within the fiscal year of collection, the Food and Beverage Sales and banquets, driving range sales, merchandise sales, and club rentals. Any revenues derived from Golf Course operations, services, or products shall be deemed a part of Gross Revenues. Gross Revenues shall not include inventory and encumbrances.
- N. **KEY EMPLOYEES:** Key Employees means the on-site general manager, golf course superintendent, director of marketing, assistant superintendent and head golf professionals and are considered Key Employees of Contractor.
- O. **MAINTENANCE and REPAIRS:** Maintenance and repairs means the provision of continuous proper up keeping of all facilities including but not limited to the golf course, buildings, restaurant, pro shop, lounge, banquet room, furnishings and equipment, and supplies, without limitations, necessary to assure the proper day-to-day operations of the Golf Course in accordance with the standards identified in **Exhibit "A"** under Maintenance Standards for the Club, pages 31-37.
- P. **MERCHANDISE:** Merchandise means golf apparel and accessories offered for resale at the Golf Course pro shop and rental of clubs.

- Q. OPERATING INVENTORY: Operating Inventory means consumable items used in or held in storage for use in the operation of the Golf Course, including score cards and cart tickets, driving range balls, golf pro shop merchandise, food and beverage inventory, kitchen supplies, paper and plastic ware, locker room and bathroom supplies, towels, fuel, cleaning materials, fertilizers, pesticides, seed, maintenance parts and supplies, office supplies, and any other similar items used in running the golf operation.
- R. OPERATING YEAR/FISCAL YEAR: Operating Year/Fiscal Year means a twelve (12) month period commencing on October 1 and continuing through to the following September 30.
- S. SURCHARGE: A surcharge shall be collected from every player of golf pursuant to Resolution No. 12-44 of the City of Port Orange, as amended from time to time.
- T. CONTRACTOR OUT-OF-POCKET EXPENSES. For purposes of this Agreement, out-of-pocket expenses shall not be a Golf Course Expense and shall generally mean Contractor travel expenses in excess of the annual budget and as needed to properly operate and manage all golf course operations at the Golf Course at Cypress Head; and the Contractor's remediation expenses as required in this Agreement.
- U. SURETY: Surety shall mean an insurance organization authorized to do business in the State of Florida, having a financial strength rating during the term of this Agreement of not less than "A" as rated by A.M. Best Company, and being an insurer of mutual acceptance by the parties to this Agreement.
- V. THE GOLF CLUB AT CYPRESS HEAD, INC.: The Golf Club at Cypress Head, Inc. shall mean the Florida for profit corporation currently operating the Golf Course pursuant to the Articles of Incorporation and the Bylaws, including the Bylaws for Club Members, and holding the license authorizing the sale of alcoholic beverages and the consumption on premises and the sales from the beverage cart.
- W. EMERGENCY: Emergency shall mean a breakdown in any City service or when supplies are needed for immediate work which may be essential to, or may virtually affect the public health, safety, or general welfare.

SECTION 2. SCOPE OF SERVICES

The Contractor shall, in a satisfactory and proper manner, as determined by the City Manager, perform the following services:

A. GENERAL

In accordance with the approved budget and subject to availability of funds as appropriated therein, Contractor shall provide Golf Course Management Services for both Club House Operations and Turf Operations as set forth below. It is the intent of this Agreement that the Contractor will endeavor to provide continual quality improvements to all aspects of the Golf Club's operations.

1. Club House Operations shall include but are not limited to the following usual and customary operations:
 - a. Marketing of all golf facilities and programs;
 - b. Managing the golf course and club house operations, driving range, building operations, golf cart storage operations and golf programs, including the sale of golf merchandise;
 - c. Providing planning, budgeting, accounting, personnel and other administrative services in support of the golf operation at the golf course facility, as well as other services normally associated with the operation of public golf courses in a municipal setting;
 - d. Continued support and marketing of all special interest golf programs now offered by the City at the golf facility and as identified in **Exhibit "B"**. These programs include, but are not limited to junior golf programs, men's and women's golf leagues and tournaments, and golf instruction programs;
 - e. Janitorial functions in all facilities including but not limited to the club house buildings, maintenance facility, driving range buildings, course restrooms, course shelters, golf cart storage buildings, food and beverage area, and employee restrooms.
 - f. Payment to the City each month for the lease of golf carts.
 - g. Performance of the detailed descriptions of this scope of services is included in **Exhibits "A" and "B"**, attached hereto.
 - h. Payment to the City each month for the debt service of the golf course.
 - i. The one-half of the Surcharge shall be remitted to the City each month.
2. Turf Operations means the agronomic and horticultural practices required in **Exhibit "A"**, management and maintenance of the motorized equipment used for that purpose, and implementation of the City's fleet maintenance standards and preventative maintenance services for the fleet and the facilities, fences, cart paths, buildings, garages, and storage spaces. This component may include but not limited to the following:
 - a. Providing qualified managers and employees necessary for the maintenance services at the golf facilities;
 - b. Maintaining all turf and landscaping, including first and last impression area; and
 - c. Maintaining all buildings, equipment and associated facilities and performing the detailed descriptions of the scope of services as included in **Exhibits "A" and "B"**, attached hereto.
 - d. Payment to the City each month for the lease of golf course vehicles, tractors,

mowers, and other maintenance equipment.

3. The Contractor shall hire, train, promote, discharge, and supervise the work of the executive staff, Key Employees and all other employees of the courses. All persons employed by the Contractor for such purposes shall be deemed employees of the Contractor. The Contractor shall pay all of the salaries, wages, payroll taxes and benefits due and owing to and/or on account of such persons. The Contractor shall deduct from such employees' salaries all required taxes, charges and assessments and shall make and file such reports as may be required by the federal, state and local government agencies. All personnel shall be employees of the Contractor, and the amount equal to all salary and benefits, shall be a golf course expense in accordance with the annual budget approved by City.
4. The Contractor shall be authorized as the City's agent to purchase goods and services from City approved vendors and contractors and in accordance with City purchasing policies. When the Contractor elects to purchase goods and services independent of the City's purchasing power then Contractor shall submit the pricing and specifications to the City prior to purchase and the City shall have the right to require the Contractor to purchase goods and services at the best price for comparable specifications. City will provide Contractor, annually, a list of approved vendors relative to Contractor's goods and services.

B. SPECIFICATIONS

The Contractor's services shall be provided in accordance with the specifications set forth in **Exhibits "A" and "B"**, attached hereto and by this reference incorporated in its entirety and made a part hereof.

C. GOLF MANAGEMENT PROPOSAL

The Contractor's services shall be provided in accordance with the golf management proposal submitted by the Contractor to the City, in particular, the Sections listed below and as set forth in **Exhibit "B"**, Golf Management Proposal of Kemper Sports Management, Inc., attached hereto and by this reference incorporated in its entirety and made a part hereof.

Section	V(a.)	Operational Plans
Section	V(b.)	Existing and Future Operational Environment
Section	V(c.)	Management Approach
Section	VIII	List of Golf Courses Managed by Proposer
Section	VII	Resumes of Key Corporate Personnel Assigned to Project

D. ANNUAL BUSINESS PLAN AND ANNUAL BUDGET

1. Beginning on October 1, 2012, and every successive fiscal year thereafter, the Contractor shall comply with the City's Annual Budget Calendar for submittal of its Capital Improvement Plan and Annual Budget. The Annual Business Plan shall be submitted in accordance with the calendar for the Annual Budget.
2. The total annual expenses, including debt service shall not exceed City Council Appropriations. The Contractor shall include a recommendation on the golf course fees and charges. Fees and charges for the golf course shall be established by Resolution of the City Council.
3. The Contractor may, from time to time, request the City Council to amend the Annual Budget as to the golf course management services described within this Agreement.
4. Contractor shall be solely responsible for preparation of the Golf Course Annual Budget and for presentation of that Budget to the City Council. Contractor acknowledges that the decision of the City Council is final and that the City Council serves as final arbiter on budget matters.
5. With respect to emergency expenditures, if at any time during the term of this Agreement a condition should exist in, on, or about the Golf Course of an emergency nature which is unforeseen in nature and is not attributable to any act or omission of Contractor, and such condition, in Contractor's discretion, requires immediate action to preserve and protect the Golf Course, to better assure the continued operation of the Golf Course, or to protect its customers, guests, or employees, Contractor is authorized to take all steps and to make all reasonable expenditures necessary to repair and correct any such conditions, whether or not provisions have been made in the applicable Budget for any such expenditure. The Contractor shall notify the City Manager, if at all possible, prior to the expenditure but in all events within twenty-four (24) hours of any such emergency condition or expenditure.
6. With respect to unanticipated expenditures and reallocation of funds, City understands and agrees that the Budget is intended to be a reasonable estimate, and, accordingly, Contractor, subject to City approval, shall be entitled from time to time to revise the Budget to cover any expenditures that were unanticipated at the time of preparation of the Budget but are reasonable and necessary to carry out the provisions of this Agreement. Contractor is authorized to take all action reasonably deemed necessary by Contractor to implement, perform, or cause the performance of the items set forth in the Budget. If the Budget is required to be modified in such a manner that will not increase the overall expense or revenue appropriation, then the Budget transfer may be approved by the Contractor upon written notice to the Finance Director within twenty-four (24) hours. If, however, the Budget is required to be modified in such a manner that will cause an increase in overall appropriations, then the City Council must authorize the modification.

E. ENVIRONMENTAL STATEMENT

1. The Contractor shall include in the Annual Business Plan, as mutually agreed upon in the approved Annual Budget, the adoption, inclusion and placement in practice of the environmental principles as adopted by the Golf Course Superintendent Association of America in all aspects of daily operations, maintenance operations, and capital or remedial improvements to golf premises and facilities.
2. Prior to October 1, 2012, the City shall perform a Phase I Environmental Assessment at the sole cost of the Contractor as a Golf Course Expense and provide copies of all such reports to Contractor. Upon termination, Contractor shall perform a Phase I, the cost of which shall be a Golf Course Expense, and if needed as determined in the City's discretion, a Phase II or III, Environmental Assessment if any, determined in accordance with the assessment. Contractor shall be responsible for the cost of any environmental remediation required in order to correct any violations of environmental laws resulting from the negligence or willful misconduct of Contractor. The requirement for remediation by the Contractor shall survive the termination of this Agreement.
3. Notwithstanding anything to the contrary contained in the Agreement or elsewhere, Contractor shall not defend, indemnify or hold City harmless of or from any liability, loss, damage, cost, or expense (including attorneys' fees and expenses) involving any pre-existing environmental problems or liabilities discovered on the Golf Course that occurred prior to July 3, 2002.

F. PERSONNEL

1. Employment

In accordance with the approved budget, Contractor shall be responsible for the employment of all personnel for the turf and clubhouse operations.

2. Contractor's Clubhouse and Turf Operations of Golf Course

- a. All clubhouse and turf operations shall be transferred to and performed by the Contractor.
- b. It will be the Contractor's responsibility to provide the City with annual turf condition evaluation as described in Exhibit A.

3. Staff

The aggregate payroll for employees at the Golf Course shall not exceed the amounts set forth in the approved Annual Budget. The Contractor shall include in the Annual Business Plan, the qualification and identifications of the Key Employees for staffing the next fiscal year. If a change occurs with the Key Employees during the fiscal year the Annual Business Plan shall be amended and submitted to the City.

4. Qualifications

The Contractor shall employ only employees who are properly qualified for their positions. Contractor may assign management trainees to the Golf Course under the supervision of trained professionals.

5. Retirement and Benefit Plans

Contractor may provide Golf Course employee benefits as long as the expense of the benefits is included in the approved Annual Budget.

6. Temporary Assignment of Other Contractor Personnel

If the position of General Manager, course superintendent, director of marketing, assistant superintendent, or other key management positions of the Golf Course are not filled for whatever reason, Contractor may temporarily, for a period not to exceed ninety (90) days, assign to these positions the staff of other golf courses and country clubs operated by Contractor. During such time as these employees are temporarily assigned to the Golf Course, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Golf Course shall be a Golf Course Expense.

7. Management Staff

- a. The General Manager of the Golf Course shall be responsible for the day-to-day management and operation of the Golf Course and shall be on site for day-to-day management and operation purposes. The name and telephone number, both home and business, of the General Manager shall be provided, in writing, to the City and shall be kept current at all times. The General Manager, or upon written notice to the City, his designee, shall be reasonably available during normal working hours to meet with the Contract Administrator. After normal working hours, the General Manager, or designee, shall be reasonably available to appear at the Golf Course if deemed necessary by the Contract Administrator or Contract Administrator's designee. The General Manager shall establish his or her principal residence within one (1) hour driving distance of the Golf Club at Cypress Head, unless waived by the City Manager.
- b. The Golf Course Superintendent for the Golf Course shall be a member in good standing of the local chapter of the Golf Course Superintendents Association.

G. MERCHANDISE SALES

1. The Contractor shall operate the merchandise sales as a profit center and shall perform the following:
 - a. Purchase, maintain, and rent out carts, golf clubs and golf bags at the Pro Shop of the Golf Course.

- b. Order, purchase, pay for and offer for resale at Pro Shop of the Golf Course, all golf equipment, golf merchandise and supplies, sportswear, apparel and other golf accessories.
- 2. The Contractor shall insure that a qualified individual is assigned to be responsible for ordering and reordering inventory, inventory display, reporting and training for merchandise sales.
- 3. Budgeted Clubhouse personnel are permitted to handle merchandise sales, cart rentals and golf club rentals and to assist the Merchandise Manager.
- 4. The Contractor shall maintain and stock reasonable inventory of Merchandise at various grades and sell them at competitive prices.
- 5. All sales tax and other taxes that might be due and payable as part of the merchandise sales at the Pro Shop shall be paid for from the proceeds of such sales by Contractor.
- 6. All city, state, federal and/or other licenses required for the appropriate operation of Merchandise Sales at the Pro Shop of the Golf Course shall be obtained in the name of the Contractor and shall be a budgeted Golf Course Expense.
- 7. All revenues derived from Merchandise Sales shall remain with and belong to the City and shall be considered part of the Gross Revenues. Credit Card Merchandise Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.
- 8. The Contractor shall purchase at City expense, and shall display and merchandise Port Orange "logo wear" in the Pro Shop with proceeds to be distributed to City.

H. FOOD AND BEVERAGE

- 1. The Contractor shall operate the Food and Beverage service as a profit center, provide Food and Beverage operations at the Golf Course, including but not limited to catering services, which shall meet all federal, state and local health/safety requirements. Such operation shall have adequate staffing, hours of operation, cleanliness and quality product and service.
- 2. The Contractor, with reasonable assistance of City and the Club for licensing, shall manage the sales of alcoholic beverages, consistent with the laws of the State of Florida.
- 3. All revenues derived from Food and Beverage sales at the Golf Course shall remain with and belong to the City. Credit Card Food and Beverage Sales shall be credited directly to the golf course account with the Credit Card Service Provider. Such Credit Card Service charges incurred shall be a Golf Course Expense.

I. REVENUES AND DEPOSIT OF REVENUES

1. All Revenues collected in the Golf Course by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than the close of business day at the Golf Course. The Finance Director shall be an approved signature on the account.
2. The Contractor shall abide by the money handling procedures as promulgated by generally accepted governmental accounting standards. Contractor shall design, establish, implement and maintain procedures for the accounting and control of the revenues from the time of their collection by Contractor to the time of deposit at the bank. This shall include a system of internal controls to account for and to safeguard all gross revenues. Such procedures shall include each of the accounting and cash control processes recommended by Contractor and approved by the City, which approval shall not unreasonably be withheld.
3. The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value. The Contractor shall provide a fidelity bond for all employees that shall handle cash sales or other financial transactions.
4. City acknowledges that Contractor has not made any guarantee, warranty, or representation of any nature whatsoever concerning or relating to (i) the Budgets, or (ii) the amounts of revenues to be generated from the operation of the Facility other than the fact that the Budgets, including revenues and operating expenses, are based on the Contractor's knowledge and expertise in the area of golf course management, for which the contractor represents itself to be competent, knowledgeable and experienced.

SECTION 3. MANAGEMENT FEE

A. Fixed Management Fee

1. Contractor shall receive a Fixed Management Fee, payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein, and a two percent (2%) per annum CPI, as approved in the Annual Budget.

2. The first payment of the Fixed Management Fee for the balance of FY 12-13 will be payable monthly, in arrears, in an amount equal to one-twelfth (1/12) of Eighty-five Thousand Dollars (\$85,000.00), plus budgeted expenses as previously defined herein and as approved in the Annual Budget. Thereafter, such Fixed Management fee shall be paid from the operating account, and documented by invoice, on or before the Tenth day of each subsequent calendar month during the term of this Agreement and only upon submission of an original invoice from the Contractor.
- B. Incentive Fee.
1. In addition to the Fixed Management Fee, Contractor shall receive an Incentive Fee.
 2. The Incentive Fee shall be equal to (i) five percent (5%) of the annual Gross Revenues that exceed \$1.8 million dollars, plus (ii) five percent (5%) of the Gross Revenues attributable solely to the sale of food and beverages in excess of \$350,000.00 and the total Incentive Fee shall not exceed the \$85,000.00.
 3. The Incentive Fee shall be due and payable within ninety (90) days of the end of each fiscal year, shall not be prorated in the case of partial fiscal years and shall be subject to the City's receipt of the annual independent audit.

SECTION 4. SPECIAL GOLF COURSE USES BY THE CITY

The City shall be entitled to use the golf course for events and special activities as identified in Exhibit "A".

SECTION 5. TRANSFERS OF FUNDS

- A. Working Capital.
1. Contractor shall have the right to retain at all times in the operating account a cash reserve ("Working Capital") in an amount equal to the required amount of Working Capital specified in the Annual Budget to fulfill the Annual Business Plan for the then current Fiscal Year. If at any time during any Fiscal Year Contractor reasonably determines that Working Capital specified in the then current Annual Budget is insufficient, then Operator shall notify City of the projected deficiency, and shall also provide city with a detailed explanation setting forth the reasons therefor.
 2. The City, based upon the FY 2012-2013 operating budget, shall be obligated to place into the golf course operating account on July 1, 2012, an amount equal to 15 days of operating funds and two payrolls. These funds will come from the following sources: the City of Port Orange will transfer to the contractor all unencumbered revenues collected by the golf course during the month of June. If the revenues remaining in the unencumbered account are not equal to the 15 days of operating capital, plus two payrolls, the City shall advance the difference. The final source of revenue shall be

revenues collected during the month of July. On July 31, 2012, the City will review the revenue collections for the month of July to determine if additional funds are needed to fund the operating expenses of the golf course for the month of July. On July 31, 2012, the City will review the projected revenue collections and expenditure projects to determine what funds, if any, will be needed for the month of August. The City will advance to the contractor by August 5, 2012 the funds if necessary, to insure the availability of funds to meet budget requirements of the golf course for the month of August. On September 2, 2012, the City will review the projected revenue collections and expenditures for the month of September. The City will advance to the contractor by September 5, 2012 the funds, if necessary, to insure the availability of funds to meet the budgetary needs of the golf course for the month of September. It is anticipated that the contractor would repay the funds advanced by the City by September 30, 2012. If the Contractor is not able to repay the advances as of September 30, 2012 from golf course revenues, the advances shall be considered a loan to the golf course and shall be repaid to the City each month from golf course revenues in an amount sufficient to repay the loan to the City without jeopardizing the courses ability to meet its financial obligations consistent with the approved operating Budget and Annual Business Plan.

B. Remittance to City.

At the end of each month, Contractor shall determine the amount (if any) by which the balance of the operating account exceeds the Working Capital requirement specified in the then current Annual Budget and the amount, if any, needed to fund any projected deficiency. Funds in the operating account in excess of the specified Working Capital requirement shall be remitted to City on or before ten (10) days after the end of such month.

SECTION 6. TERM

The term of this Agreement shall commence on October 1, 2012 and expire on September 30, 2017, unless sooner terminated as provided herein. This Agreement may be renewed for an additional 5-year period, solely at the City's option and with the mutual acceptance by Contractor within thirty (30) days of the City's exercise of the option; such option shall be exercised by the City, in writing, at least six months prior to the expiration of the original Agreement.

SECTION 7. SUBCONTRACTING

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City, and the City's approval shall be solely within the City's discretion. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 8. ASSIGNMENT

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City. Such consent shall be solely within the discretion of the City.

SECTION 9. COMPLIANCE WITH LAWS AND POLICIES

A. Laws.

This Agreement is subject to and Contractor shall comply with all statutes, ordinances, regulations, and rules of the Federal Government, the State of Florida, the County of Volusia and the City of Port Orange.

B. Financial Management Policies and Procedures

This Agreement is subject to and the Contractor agrees to comply with the Policies and Procedures of the Finance Department of the City to the extent applicable.

C. Equal Employment Opportunity.

Contractor shall not discriminate in its employment practices because of race, religion, sex, age, disability, marital status or national origin. This Agreement is subject to and Contractor shall comply with the provisions of the Equal Employment Opportunity Program of the City of Port Orange, Florida.

SECTION 10. HOLD HARMLESS AND INDEMNITY

A. The Contractor shall indemnify, protect, defend and hold harmless the City of Port Orange, its council members, officers, agents, representatives, employees and volunteers and The Golf Club at Cypress Head, Inc. from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the Contractor, its agents, employees, licensees, that result in injury to, constitute violations of individual rights of persons, results in damage to property or any other liability for the City.

B. The City shall, subject to the limitations set forth in section 768.28 of the Florida Statutes, indemnify, protect, defend and hold harmless the Contractor, its agents, representatives, employees and affiliates from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the City, its council members, officers, agents, employees, licensees, that result in liability, environmental condition or other matter relating to the Golf Course and occurring prior to the commencement of Contractor's services hereunder, except that such liability shall be limited to \$200,000 per individual, or \$300,000 per incident/occurrence together with

attorney's fees which shall not exceed 25% of the judgment, in accordance with section 768.28, Florida Statutes.

- C. Unavoidable Delays. The provisions of this Section shall be applicable if there shall occur, due to no fault of the party asserting the Unavoidable Delay (as hereinafter defined) and beyond the reasonable control of such party, during the term of the Agreement any (i) strikes, lockouts, or labor disputes, (ii) inability to obtain labor or materials, or reasonable substitutes therefor beyond the control of the party obligated to perform, (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire, or other casualty, or (iv) other conditions similar to those enumerated in this Section beyond the reasonable control of the party obligated to perform. If either party shall, as the result of any of the above-described events, fail punctually to perform any obligation on its part to be performed under this Agreement, then, upon written notice to the other, within ten (10) days of such event, such failure shall be excused and not be a breach of this Agreement by the party claiming an unavoidable delay (an "Unavoidable Delay"), but only to the extent occasioned by such event. If any right or option of either party to take any action under or with respect to the term of this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time or such named date shall be deemed to be extended or delayed, as the case may be, upon written notice, as provided above, for a time equal to the period of the Unavoidable Delay. Notwithstanding anything contained herein to the contrary, the provisions of this Section shall not be applicable to either party's obligation to pay any sums, monies, costs, charges, or expenses required to be paid pursuant to the terms of this Agreement.

SECTION 11. INSURANCE

- A. The Contractor, as a Golf Course cost and expense, shall procure and maintain at all times during the term of this Agreement general liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00) single limit per occurrence for liability for acts of the Contractor or its agents and/or employees. The City shall be an additional named insured, and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- B. The Contractor, as a Golf Course cost and expense, shall procure and maintain liability insurance in an amount not less than Three Million Dollars (\$3,000,000.00)* single limit per occurrence for vehicles used in connection with this Agreement and the City shall not assume liability for accidents arising out of the use of such vehicle or any vehicle, including but not limited to golf carts. The City shall be an additional named insured and shall be provided 30 days notice of cancellation or nonrenewal and the terms of the coverage shall be substantially the same as maintained by the City on June 30, 2012.
- C. The Contractor, as part of the Golf Course Expense, shall procure and maintain during the term of this Agreement State of Florida Worker's Compensation insurance in such

amounts as are required by general law. The Contractor shall name the City as an additional insured or provide to the City a waiver of subrogation rights.

- D. The Contractor shall retain the originals of such insurance policies and a copy or memorandum copy of a document evidencing such insurance coverage shall be furnished to the City not later than 15 days prior to commencement of services by the Contractor under this Agreement.

Special Note: the limits of liability specified in A and B above can be satisfied through a combination of primary, umbrella or excess liability policies, provided that the coverage under such umbrella or excess liability policies is at least as broad as the primary coverage.

- E. The City shall be notified in writing 30-days prior to cancellation or nonrenewal by the Contractor of any changes in such policies.
- F. The Contractor shall acquire, as an expense of the Golf Course, any other insurance required by the State of Florida or deemed prudent or necessary by the City of Port Orange, including, but not limited to, liability resulting from the sale of alcoholic beverages.

SECTION 12. REPORTS, INFORMATION AND AUDITS

- A. The Contractor, at such times and in such form as the City may require, as a Golf Course Expense, shall furnish the City such reports as may be reasonably requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement. The Contractor shall retain on-site all financial and administrative records as public records as prescribed by the public records laws of the State of Florida, and shall permit the City or any of its representatives or auditors (both internal and external) access to such records.
- B. The City shall make available to the Contractor financial information regarding matters covered in this Agreement. Upon termination of this Agreement for any reason, the Contractor shall immediately deliver the financial and administrative records to the Finance Director.
- C. The Contractor shall in a timely manner provide to the City the reports and information as identified in Exhibit A and Exhibit B.
- D. The City retains the right to perform unannounced inspection of all records during normal business hours. This inspection will be conducted consistent with internal audit procedure and performed in accordance with generally accepted governmental auditing standards.
- E. As a Golf Course Expense, Contractor shall retain a firm of certified public accountants to perform independent annual audits. The result of this audit will be reported in a timely manner, not later than 90 days after the close of the fiscal year, to the City Council and

included with the Annual City Audit.

SECTION 13. CONFLICT OF INTEREST

No officer, employee, or agent of the City of Port Orange who exercises any functions or responsibilities in connection with the planning and implementation of the services provided under this Agreement, nor shall any City of Port Orange officer's, employee's or agent's immediate family member, close business associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Contractor or in this Agreement and the Contractor shall take appropriate steps to assure compliance.

SECTION 14. INDEPENDENT CONTRACTOR

- A. The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City of Port Orange. Nothing herein shall be construed as creating a partnership or joint venture between City of Port Orange and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City of Port Orange, nor shall any such person be entitled to any benefits available or granted to employees of City Port Orange.
- B. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement.
- C. None of the parties hereto is an agent, employee, or representative of the other, except as authorized in writing by the City pursuant to the City's purchasing policies and for purposes of managing the operations pursuant to the licensing relating to the sale of alcoholic beverages.
- D. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any rights hereunder to third parties or other persons, or increase the duties or responsibility of the parties to other persons; the sole purpose of this Agreement is to establish the relationships and the respective rights or duties of the parties hereto, each to the other.

SECTION 15. DEFAULT, CURE, REMEDY and TERMINATION.

- A. In the event either party defaults in the performance of any of the covenants, agreements or promises to be kept, done or performed by the Contractor under the terms of this Agreement or fails to fulfill the terms and conditions of this Agreement in a timely and diligent manner, the nondefaulting party shall notify the defaulting party in writing of the nature of such default. Within ten (10) working days following such notice, the defaulting party shall correct the default and in case of defaults not capable of being corrected within ten (10) working days, the defaulting party shall commence correcting the default

within five (5) working days of the notification thereof, shall diligently pursue correction, and shall notify the nondefaulting party of the corrective steps performed and scheduled to be performed, and of the estimated time to cure, and thereafter the defaulting party shall complete the correction of the default with diligence. The default shall be corrected within thirty (30) days, unless a longer period of time is agreed to by the nondefaulting party and the defaulting party shall not knowingly thereafter commit the same default.

- B. If either party fails to correct the default as provided above, the nondefaulting party shall have the right and remedy singularly, or in combination, with such other rights and remedies provided by law or equity, to declare that this Agreement, together with all rights granted hereunder are terminated, effective upon such date as the nondefaulting party shall designate.
- C. In the event that the Contractor (i) commits a material breach of this Agreement which is incapable of cure within 120 days of the date of such breach, or (ii) breaches this Agreement more than twelve separate occasions (as shown by notice from the City to the Contractor) during any Fiscal Year, or (iii) commits a breach of this Agreement as set forth in Section 15, paragraph D, the City shall have the following rights and remedies which the City shall have singularly, or in combination with such other rights and remedies provided by law:
 - 1. The right to declare that this Agreement, together with all rights granted the Contractor hereunder, is terminated, effective upon such date as the City shall designate.
 - 2. The right to demand the Surety to secure performance of this Agreement.
- D. The following which shall not be all inclusive, shall constitute substantial and material events of default and shall entitle the City to exercise the City's rights and remedies under this Agreement, including but not limited to those specified in Section 15.
 - 1. The determination that any material representation or warranty of Contractor contained in this Agreement or any Exhibit attached to this Agreement is not true, accurate, and complete, and is materially misleading.
 - 2. The filing of any petition for relief under the Bankruptcy Code or any similar federal or state statute by or against Contractor or the principal of Contractor, or the failure by Contractor or the principals of Contractor to generally pay their debts as they become due.
 - 3. An application for the appointment of a receiver for the making of a general assignment for the benefit of creditors by, or the insolvency of, Contractor or the principals of Contractor.
 - 4. The dissolution, merger, consolidation or reorganization of Contractor.

5. If there is any change of control of Contractor, whether voluntary or involuntary, by sale, merger, consolidation, reorganization, or otherwise.
6. If any creditor of Contractor or the principals of Contractor proceeds, threatens to proceed or notifies Contractor or the principals of Contractor of its intention to proceed to enforce its rights under the provisions of any instrument creating an interest in the assets of Contractor or the principals of Contractor or if any creditor of Contractor or the principals of Contractor seeks, threatens or notifies Contractor or the principals of Contractor of its intention to accelerate the payment of any debt owing to it by the Contractor or the principals of Contractor, or if Contractor or the principals of Contractor are otherwise in default under the terms of any agreement creating an interest in the assets of Contractor or the principals of Contractor.
7. If the City, in its sole discretion, determines in good faith that a material adverse change has occurred in the financial condition of Contractor most recently disclosed to City in any manner, and as required in Exhibit A.
- E. Upon termination of this Agreement, the City shall be entitled to a limited license to use for the six (6) months following such termination, printed materials with the Kemper Sports Management logo.

SECTION 16. OWNERSHIP OF PROPERTY

- A. The Contractor agrees that at the expiration or in the event of any termination of this Agreement that all properties of the City shall be returned to and delivered to the City on or before the effective date of the termination, including but not limited to, the financial and administrative records of the golf course operation performed by the Contractor, the furnishing and equipment, the merchandise, the operating inventory, the buildings and all other facilities and property of the Golf Course.
- B. The name, trademark, and logo of the Golf Club at Cypress Head are and shall remain the property of the City of Port Orange, Florida.

SECTION 17. NOTICES

- A. This Agreement requires that any notices, approvals, authorizations, waivers, instructions, or determinations shall be effective only when given in writing and signed by the City Manager or the authorized designee.
- B. This Agreement requires that all notices shall be personally served or sent by certified mail, postage prepaid and return receipt requested, addressed to the parties:

To City:

Attention: City Manager
CITY OF PORT ORANGE, FLORIDA
1000 City Center Circle
Port Orange, FL 32129--4144

To Contractor:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Chief Executive Officer

With CC to:

Kemper Sports Management, Inc.
500 Skokie Boulevard
Suite 444
Northbrook, Illinois 60062
Attn: Corporate Counsel

SECTION 18. WAIVER

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 19. LAW TO GOVERN

This Agreement is entered into and is to be performed in the State of Florida. The City and the Contractor agree that the law of the State of Florida shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. The parties agree that the courts of competent jurisdiction for Volusia County, Florida shall be the venue for all administrative actions or litigation.

SECTION 20. AMENDMENT

This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

SECTION 21. ENTIRETY

This Agreement and the Exhibits attached hereto contain the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

SECTION 22. ATTORNEY FEES AND COSTS

The Parties acknowledge and agree that they have actively participated in the negotiations and drafting of this Agreement, and should any ambiguities exist in this Agreement, the ambiguities shall be construed fairly and not for or against any of the Parties to this Agreement. In the event of a dispute between the Parties arising out of the performance or enforcement of the terms, conditions, and obligations imposed by this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, and expenses incurred in connection with such dispute, including attorney fees and costs incurred at the appellate level.

SECTION 23. CONFLICTS AND SEVERABILITY

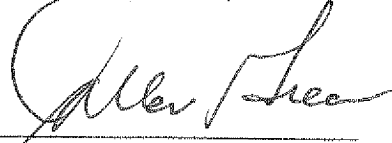
- A. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit A, the terms and conditions set forth in Exhibit A shall prevail.
- B. In the event any conflict or inconsistency exists between the terms and conditions contained within the body of this Agreement and the terms and conditions described in Exhibit B, the terms and conditions set forth in this Agreement shall prevail.
- C. This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

SECTION 24. PERFORMANCE SURETY

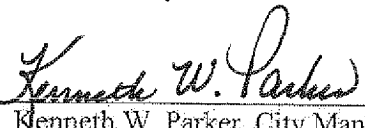
The Contractor shall, at its sole cost and expense, prior to the execution of this Agreement deliver to the City a performance surety in the form of a bond, cashier's check, certified check, or letter of credit, in the principle sum of Forty-five Thousand and 00/100 Dollars (\$ 45,000.00) to guarantee performance of the contractor's obligations under this Agreement and as set forth in Exhibit A. The surety company issuing such surety and the form of the surety itself shall be subject to approval by the City.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on this 18th day of September, 2012.

CITY OF PORT ORANGE, FLORIDA

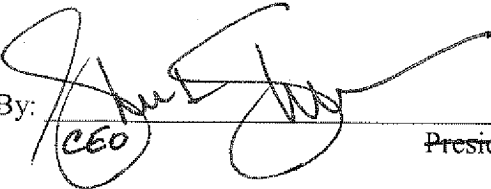
By: 

Allen Green, Mayor

Attested By: 

Kenneth W. Parker, City Manager

KEMPER SPORTS MANAGEMENT, INC.

By:  CEO President

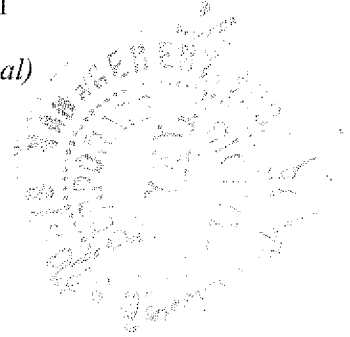
Attested:

By: 

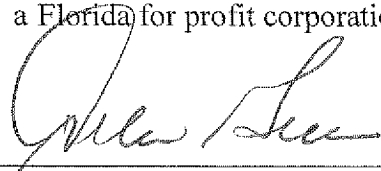


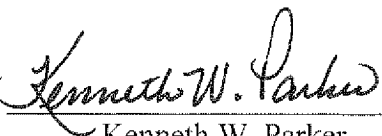
Name/Title: LAURA A. Pinter NAT'L Mkt
for: Kemper Sports Management, Inc. Coordinator
500 Skokie Boulevard, Suite 444
Northbrook, Illinois 60062
Fed I.D. No. 36-2965951

(Corporate Seal)



THE GOLF CLUB AT CYPRESS HEAD, INC.,
a Florida for profit corporation

By: 
Allen Green, President

Attested By: 
Kenneth W. Parker

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

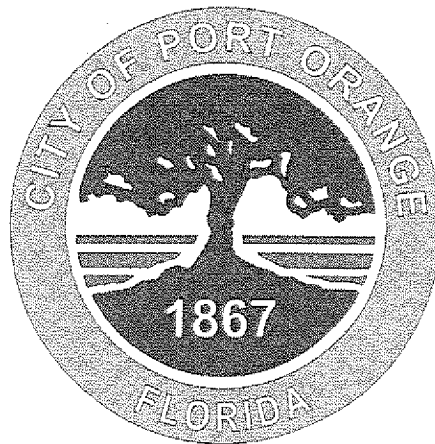
- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

CITY OF PORT ORANGE, FLORIDA

Request for Proposals for Management Services at the Golf Club at Cypress Head

RFP No. 12-11



Prepared by:

City of Port Orange Purchasing Division

March 2012

Release date: **April 2, 2012**

Mandatory Pre-Proposal Meeting: **April 11, 2012**

Last day for questions: **April 26, 2012 5:00 p.m.**

Proposal due date and time Envelope #1 and Envelope #2: **May 2, 2012 at 2:00 p.m.**

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5501
www.port-orange.org

Page 1 of 52
Exhibit "A"



SECTION 00020

R.F.P. #12-11

REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB AT CYPRESS HEAD.

Notice is hereby given that the City of Port Orange is soliciting Requests for Proposals for Management Services at the Golf Club at Cypress Head. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 pm on May 2, 2012** or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All proposal deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at **3:00 p.m.** the same day.

DESCRIPTION: Request for proposals for Management Services at the Golf Club at Cypress Head.

All proposals are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-256, and all proposals will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida, and at www.municode.com

Copies of the proposal documents, requirement, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from Onvia (DemandStar) via their website at www.demandstar.com or from Tom Cinefro, Purchasing Coordinator, 500 Oak Street, Port Orange, Florida 32127 via email tcinefro@port-orange.org.

All questions shall be directed **in writing** to the Purchasing Coordinator, Tom Cinefro, tcinefro@port-orange.org. There will be a mandatory pre-proposal conference.

All proposers are required to complete and submit a Public Entity Crime Statement, the Anti-collusion Statement, Drug Free Tie Bid Preference Statement.

No proposals received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received, whenever such waiver or rejection is in the best interest of the City.

Proposals shall be submitted with (1) "original", seven (7) copies and one (1) CD version addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in **Two (2) SEALED ENVELOPES** plainly marked on the outside: **"RFP No. 12-11, Management Services at the Golf Club at Cypress Head"-Envelope #1 and #2, respectively-**

Tom Cinefro
Purchasing Coordinator
Legal Ad - One Time -- **April 2, 2012**

SECTION 00025

TABLE OF CONTENTS
CITY OF PORT ORANGE

REQUEST FOR PROPOSALS FOR MANAGEMENT SERVICES AT THE GOLF CLUB
AT CYPRESS HEAD

RFP NO. 12-11

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00020	Invitation to Bid-Legal Advertisement (page 2)
00025	Table of Contents (page 3)
00030	Proposer Acknowledgement Form (page 4)
00040	Proposer's Checklist (page 5)
00050	Proposer's Submittal Checklist (page 6)
00100	Introduction and General Information (page 7)
00110	Scope of services for lease proposals (page 8)
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00170	Sworn Statement on Public Entity Crimes (page 27)
00180	Anti-Collusion Statement (page 28)
00190	Drug Free/ Tie Preference Statement (page 29)
00200	Timeline and pre-proposal meeting (page 30)
00210	Exhibit A (page 31)
00220	Exhibit B (page 38)
00230	Exhibit C (page 39)

SECTION 00030



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

RFP 12-11

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Request for Proposal for Management Services at the Golf Club at Cypress Head

RFP RELEASE DATE: April 2, 2012

MANDATORY PRE-PROPOSAL MEETING: April 11, 2012 at 10:00 a.m.

RFP DEADLINE FOR QUESTIONS: April 26, 2012 at 5 p.m.

RFP DUE DATE & TIME, ENVELOPE #1 & #2: May 2, 2012 at 2:00 p.m.

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

PHONE NUMBER: _____ **EMAIL:** _____

ACKNOWLEDGMENT OF ADDENDA: (circle each addendum) 1 2 3 4 5 6 7

If returning as a "No Proposal", please state reason (s): _____

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Port Orange, the proposer offers and agrees that if the proposal is accepted, the proposer will convey, 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 Antitrust 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.

X _____
AUTHORIZED SIGNATURE (MANUAL)

NAME (TYPED)

TITLE

DATED

SECTION 00040



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

PROPOSER'S CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to a Proposal for the City of Port Orange

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; Supplies and/or services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Purchasing Coordinator's name, address, phone numbers and e-mail address.** This is the only person (or his designee) you are allowed to communicate with regarding the Proposal and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the proposal.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Purchasing Coordinator by the due date listed in the Bid and view the answers given in the formal "addenda" issued for the bid. All addenda issued for a proposal are posted on www.demandstar.com website and will include all questions asked and answered concerning the bid. It is the proposer's responsibility to be sure all addenda were received.
5. _____ **Follow the format required in the Proposal** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or evaluator/evaluation ranking committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, bid acknowledgment form, exhibits, etc.
8. _____ **Check the website for proposal addenda's.** Before submitting your response, check the DemandStar website at www.demandstar.com to determine whether any addenda were issued for the proposal. If so, you must circle for each addenda issued on the "Proposer acknowledgment form".
9. _____ **Review and read the proposal document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete.
10. _____ **Submit your response on time.** Note all the dates and times listed in the proposal and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

SECTION 00050

PROPOSER'S SUBMITTAL CHECKLIST



City of Port Orange

Purchasing Division
1000 City Center Circle
Port Orange, Florida 32129
Telephone (386) 506-5704
Fax (386) 756-5376

This checklist is for the Proposer's use in preparing their proposal. It is not intended to include all details necessary to prepare a proposal and it is not intended as a substitute for the requirements of the Specifications. Use of this checklist does not relieve the proposer from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable proposal.

Proposer's Submittal Checklist:

1. _____ **Envelope #1: "Forms"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Forms:

- ☐ 1: Proposer acknowledgement form: (page 4)
- ☐ 2: Sworn Statement on Public Entity Crimes (page 27)
- ☐ 3: Anti-Collusion Statement (page 28)
- ☐ 4: Drug Free/ Tie Preference Statement (page 29)
- ☐ 5: Operational concepts and Plans (page 13)
- ☐ 6: Current Corporate Financial Statements (page 13)
- ☐ 7: Resumes of key Corporate Personnel Assigned to Project (page 14)
- ☐ 8: List of Golf Courses Managed by proposer (page 15)

2. _____ **Envelope #2: "Price"** (1) original, (7) copies and (1) CD version of the proposal (tabbed and indexed, must be in the following order)

Price:

- ☐ 1: Management Fee: (page 14)
- ☐ 2: Capital Improvement Plan (page 14)

SECTION 00100

INTRODUCTION AND GENERAL INFORMATION:

The City of Port Orange, Florida ("City") is seeking Proposals from qualified firms or individuals that are interested in providing management services for the City-owned Golf Club at Cypress Head. Proposals will be accepted from firms or individuals that have demonstrated experience in managing, leasing, and operating golf courses ("Proposer"). Experience in operating a public or municipal golf course is preferred.

The Golf Club at Cypress Head ("Club") is an eighteen-hole golf course that plays to a par 72 at 6,832 yards. It was constructed in the early 1990's using an Arthur Hill/Mike Dasher design that provides the general public with excellent playing conditions (greens, fairways and tees) and a balanced approach to challenges such as water hazards, bunkers, and traps. The greens, fairways, and tees are all meticulously maintained to provide the best possible playing conditions for the Club's customers. The Club also offers two practice putting greens, practice bunkers, and a lighted driving range, which includes target greens at various distances.

The Club has a fully stocked pro shop that offers all visitors a good selection of quality merchandise at affordable prices. The pro shop carries the latest equipment, apparel, and accessories in the golf industry. The Club utilizes an automated operating system that includes a point of sale for all merchandise, cart fees, rounds of golf, and other pro shop sales. It also provides for recording and tracking inventory.

The Cypress Head Bar and Grill offers a relaxing atmosphere with a varied menu of Continental and American cuisine. It has a fully stocked bar and a banquet facility that can handle groups as large as 200. The kitchen is equipped with all necessary commercial appliances like the griddle, char-broiler, ovens, deep fryer, walk-in refrigerator, industrial dishwasher, and the like. The liquor license is currently in the name of the Club.

The cart barn and the clubhouse have just been re-painted and the fascia board on both buildings has been repaired and replaced with aluminum. The maintenance facility is equipped with all of the modern tools and equipment needed to support the maintenance operations. Automated calibration equipment and reel sharpeners are already in use, lifts for tractors and mowers are installed, and sufficient storage areas exist for tools, fertilizers, seed, and parts inventory. A new fleet of golf carts was purchased in October 2011.

SECTION 00110

SCOPE OF SERVICES FOR LEASE PROPOSALS:

It is the intent of the City to acquire the services of an individual or firm to manage and operate the Club as a premiere public golf facility. The City is interested in maintaining a private/public partnership that will help the City operate its municipally-owned golf course. The company that is awarded a Management and Operations Contract ("Contract") by the City will then be expected to operate the Club in such a manner as to provide the residents of Port Orange and the general public the best golfing experience possible at an affordable price.

The City will accept proposals from interested parties that have at least the following minimum qualifications:

1. Have a minimum of five (5) years of experience within the last ten (10) years in the following golf related fields:
 - a. Total management and operation of a golf course facility similar to the quality maintained at the Club;
 - b. Pro shop operations, including driving range, merchandise sales, and golf cart operations. The City requires that the Proposer employ or contract with a "Class A" PGA professional to be on staff at the Club; and
 - c. Golf course maintenance operations. The City requires that the proposer employ a fully qualified and experienced individual (at least five (5) years as superintendent) that can effectively maintain and care for the Club in keeping with USGA standards and the specific standards identified in this RFP (preference given to experience in Florida).
2. Possess and demonstrate a record of financial responsibility commensurate with the obligations contemplated under this RFP.
3. Possess a competent record of employment or history of contract service in the operation of a similar golf facility as verified and supported by references, letters, and other necessary evidence from all employers and/or public agencies.

Operational Concepts

The Proposer that is awarded a Contract by the City will be expected to manage the Club and all of its operations consistent with modern management trends in the golf industry. The City desires to offer the public challenging playing conditions, meticulously manicured greens, fairways, and tees, and all other golf services that may be sought by the Club's patrons. It is up to each Proposer to fully describe their approach to the specific issues outlined in this RFP. See "Exhibit A" for a description of the required maintenance standards.

The Club has already established a number of operating policies and guidelines that are used in the decision making process of the Club's management team. These include bylaws, golf services policies, financial and accounting policies, maintenance policies, rate resolutions, defining the number and types of pre-paid annual passes that are sold, and establishing annual trail fees. The Club has a great relationship with the Men's Golf Association and the Women's Golf Association, as well as the Homeowner's Association of the Cypress Head Subdivision. These relationships have evolved over time and are founded in the implementation of the policies and procedures in place today. The City wants to ensure that these relationships are continued in the same spirit.

Since the Club is currently an Enterprise Fund of the City it is intricately involved in the annual budget development process (operating and capital) and is accounted for in the City's annual audit. The Club will acquire the services of an independent auditor to perform its audit separately, which is then "rolled" into the City's audit. The successful Proposer will be expected to prepare and present an annual operating and capital budget to the City each year in accordance with the budget calendar established by the City. The City operates under a fiscal year that begins October 1 and ends September 30 of each year. Proposers will be expected to operate under the same fiscal year.

The projected number of rounds played at the Club during fiscal year 2012 is 54,000. Approximately 15% of those rounds are played by the Club's annual play pass holders. The pro shop is expected to generate about \$1,000,000 from sales of greens fees, annual play pass holders, cart rentals, driving range, merchandise, and handicap fees. The food and beverage department is budgeted to generate \$290,000. More detailed information on the Club's financial history will be provided to all Proposers that attend the mandatory pre-proposal conference.

Marketing Plan

It will be the responsibility of the Proposer to develop and submit to the City a five-year marketing plan for the Club. The plan should identify target markets, establish goals and objectives for increasing the use of the driving range, golfing instruction, increasing sales in the pro shop, bar and grill, and increasing the number of rounds of golf.

Proposers should identify what media will be used to disseminate information about the Club's services. Performance indicators must be included in the marketing plan so the City can judge the performance of the Proposer in achieving the stated goals each year of the plan.

SECTION 00120

PROPOSAL EVALUATION

The City Council will evaluate proposals based on the criteria established in this RFP and will be responsible for reviewing and evaluating all proposals submitted. If submittals are received from five (5) or fewer Proposers, the City Council will interview and rank each. If greater than five (5) Proposers submit, the City Council will establish a "short list" of proposals they deem to be most advantageous to the City and will interview and rank those firms and/or individuals that were included on the "short list." Notwithstanding the above, the City Council reserves the right to conduct all interviews and oral presentations by any or all Proposers. The City Council is not bound to accept the top ranked proposal. It is the sole authority of the City Council to select the proposal that best fits the intent and desires of the City Council in regards to providing management and operations services at the Club.

Evaluation Criteria

1. Proposer's Experience and Capability (25 points)

- a. Proposer's demonstrated financial stability.
- b. Proposer's demonstrated operational capabilities stressing the ability to provide: comprehensive golf course maintenance services, pro shop, and food and beverage services; golf professional services; the methodology for course management and maintenance responsibilities, golf instructions, and other golf services.
- c. Proposer's verified experience in golf course operations.
- d. Proposer's demonstrated history of customer satisfaction.
- e. Proposer's verified history of compliance with obligations and responsibilities assumed for similar golf courses operations.
- f. Proposer's intended management team and proposed staffing plan.

2. City Financial Benefits (25 points)

The net expense to the City shall be based upon the proposed management fees and services identified by the Proposer in the proposal package. All firms or individuals that submit proposals for management and operations services should base their proposals on a five-year term. Options to extend the five-year agreement will be evaluated and, if agreed to by both parties may be included in the final agreement.

Award of the Contract will not be solely based on the cost of services being proposed; rather it will be based upon an extensive evaluation of criteria that includes qualifications of the firm and the senior staff assigned to the Club, methodology and management approach, understanding of the Club's municipal operating environment and the City's intent to keep it public, technical superiority, financial stability, and references. The results of this comprehensive evaluation will be the basis for determining which Proposal best fits the City's expectations.

3. Service Program (25 points)

- a. The nature and extent of the golf programs and related services to be offered.
- b. The Proposer's intended approach toward achieving and measuring customer satisfaction.

- e. The nature and extent of golf course, building and facility maintenance programs.
- d. The nature and extent to which the Proposer intends to maximize public use of the premises and the facilities.
- e. The proposed staffing plan for all operations. It is important to differentiate between full and part time positions, corporate employees and Club employees.

4. Understanding the Project and the City's Intent (25 points)

Proposers must clearly state their understanding of the City's intent to operate the Club in such a manner as to provide the public with excellent playing conditions and affordable services and products. It is necessary to recognize the need to balance that expectation with the desire to operate the Club strictly on a for-profit basis. Proposers should describe how they intend to strike that balance between providing the residents of Port Orange affordable golf and the desire to generate profits. It is also very important that each Proposer insure full accountability of all public assets and policies. Proposers should indicated how they envision transitioning into management of the Club to minimize or eliminate any disruption to the players and customers.

The City will in no way be obligated to subsidize or support the operation of the Club by the successful Proposer. The City will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the firm that enters into the Contract with the City. The Club is an Enterprise Fund of the City and as such it must be able to pay all of its financial obligations, including operational expenses and debt from its own operating revenues. It will be the complete responsibility of the successful Proposer to insure that the Club operates in a financially responsible manner.

SECTION 00130

PROPOSAL FORMAT

The complete original proposal, seven (7) copies and one CD version must be submitted in a sealed package and received by the City no later than **May 2, 2012**. All proposals shall be clearly marked **RFP for Management Services for the Golf Club at Cypress Head**. Proposers shall file all documents necessary to support their proposal in the format provided and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals prior to the date and time specified and to the following individual during regular business hours:

Tom Cinefro
Purchasing Coordinator
City of Port Orange
1000 City Center Circle
Port Orange, Florida, 32129

It shall not be sufficient to show that the proposal was mailed in time to be received before the scheduled closing time. NO LATE Proposals will be accepted or considered.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the proposal documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms; it will be evaluated and deemed responsive or non-responsive. All proposals deemed non-responsive will be returned to the proposer and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive proposers will be opened and read aloud at 3:00 P.M., the same day. Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

The following list of headings is provided as a method of cataloguing requested information for comparative purposes.

- 1) Operational Concepts and Plans
- 2) Current Corporate Financial Statements
- 3) Management Fee
- 4) Capital Improvement Plan
- 5) Resumes of Key Corporate Personnel Assigned to Project
- 6) List of Golf Courses Managed by Proposer

A more comprehensive description of the information requested in each of the topic areas is described below. Please keep in mind that the body of this RFP contains many references to important information a Proposer must supply to the City in their proposal. It is the sole responsibility of a Proposer to read each section carefully and provide the City with all of the information requested in this RFP.

1. PROPOSER'S OPERATIONAL CONCEPTS AND PLANS

The Proposer must describe in detail the proposed management plans and methods, its financial commitments (if any), and plans in regard to the following:

- A. Overall statement of operational plans for the Club, including transitional plans.
- B. Overall statement summarizing the existing and future operating environment of this public golf course.
- C. Detailed description of management approach and plans for:
 - 1. Course Maintenance and Improvement
 - 2. Capital Improvement Program (greens, fairways, tees, and buildings)
 - 3. Golf Cart Rental Program
 - 4. Food and Beverage Services (including banquets)
 - 5. Pro Shop Operation
 - 6. Golf Professional and Instructions
 - 7. Junior Golf Program
 - 8. Tournaments and Special Events
 - 9. Driving Range
 - 10. Men's and women's golf associations
 - 11. Staffing Plan
 - 12. Use of starters and rangers
 - 13. Pace of play regulation
 - 14. Marketing strategies and plans (golf, food/beverage, and merchandise)
 - 15. Any other new programs

Proposers should submit copies of policies and procedures, organizational charts, job descriptions, etc. that they use in their everyday effort to improve the businesses they are responsible for managing. The Proposer hereby acknowledges that these attachments and statements are an integral part of the proposal and as such are truthful and complete. Furthermore, Proposer affirms its liability to the City in carrying out its proposed operational concepts, financial commitments and plans, should it be the successful Proposer.

2. CURRENT CORPORATE FINANCIAL STATEMENTS

Each Proposer is required to submit a true copy of their current financial statements or the most recent independent audit report of the Proposer. The City will use this and other information to make an informed judgment of the financial stability of the Proposer. Proposers are encouraged to fully discuss

their financial profile and offer the City insight into their capacity to obtain financing for large-scale projects and equipment purchases.

3. MANAGEMENT FEES

Fee Proposal Instructions: Each Proposer must submit a description of the management fees they propose the City pay for their services. Proposers will provide, at a minimum, the requested information in the form described below. More complete narrative descriptions of the Proposer's offer are encouraged. Proposers are not limited to only proposing a monthly management fee. The City will accept fee proposals that include alternative approaches to the base management fees, such as profit sharing and other performance incentives so long as they are in compliance with the Internal Revenue Code requirements attached as "**Exhibit B**".

The Proposer agrees to provide management and operational services at the Club for the following fees:

Year 1 \$ _____ Year 5 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____

* Proposers must identify the financial relationship that will exist between the corporation and the Club. Include a description of the methods used to transfer funds from the Club's operating accounts to corporate accounts, what amounts will be transferred, and how often will the transfers be made.

4. CAPITAL IMPROVEMENT PLANS

The undersigned agrees that the annual dollar amount of Capital Improvements shall not be less than:

Year 1 \$ _____
Year 2 \$ _____
Year 3 \$ _____
Year 4 \$ _____
Year 5 \$ _____

It will be the responsibility of the Proposer to determine what capital projects are needed to improve the overall operation and maintenance of the Club. The successful Proposer will be expected to insure that the minimum amount for capital projects is adequately funded within the annual operating and capital budget approved by the City each year. Proposals should also include a description of the projects they believe will be necessary to maintain the long-term viability of the Club.

5. RESUMES OF KEY PERSONNEL ASSIGNED TO THE CLUB

Proposers must include a resume of each officer or employee that will be responsible for managing the Club under the terms and conditions of the ensuing contract. All resumes for any corporate employees, agents or assigns that may have any interest in the Club or the ensuing contract must also be included.

6. LIST OF GOLF COURSES MANAGED BY PROPOSER

Provide a comprehensive list of golf courses owned or operated by the Proposer (over the past five years), its officers or employees and the individuals that will be assigned to the Club. Be sure to include contact information. If Proposers have conducted surveys to determine customer satisfaction at those facilities please include that information in your Proposal package.

SECTION 00140

GENERAL TERMS AND CONDITIONS

Some of the following terms and conditions will be applicable to the proposal process while others are provided as insight into the contractual obligations that will be expected when a final agreement is negotiated. The successful Proposer will be expected to enter into contract negotiations with the City to identify the entire contractual relationship that will exist.

1. Request for Additional Information: Prior to the final 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 this RFP and subsequent Contract.
2. Denial of Reimbursement: The City will not reimburse Proposers for any costs associated with the preparation and submittal of any proposal.
3. Right of Rejection and Clarification: The City reserves the right to reject any and all proposals or parts of proposals and to request clarification of information from any Proposer. The City is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.
4. Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
5. Rights to Submitted Material: All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers shall become the property of the City when received.
6. Right of Negotiation: The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.
7. Indemnification and Insurance Requirements: In consideration of the Contract, if awarded, the successful Proposer agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of this RFP.

The successful Proposer shall hold harmless, indemnify and defend the indemnities (as herein defined) against any claim, action, loss, damage, injury, liability, cost or expense whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Contract (including goods and services provided thereto) by or on behalf of the successful Proposer, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: the City of Port Orange and its members, officers and employees.

Prior to award, the successful Proposer has five (5) business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverage may cause the successful Proposer to be considered non-responsive and not eligible for award of the Contract. The insurance coverage and limits shall meet, at a minimum, the specifications of the insurance currently in place and as more explicitly described on the Club Insurance Program pages 1, 3-14 and Statement of Values, attached as "**Exhibit C.**" Any variations to these specifications must be explained. Neither approval nor failure to disapprove the insurance furnished by the successful Proposer shall relive the Proposer of its full responsibility to provide insurance as required by the Contract.

8. Cancellation of Insurance: No change or cancellation in insurance shall be made without thirty (30) days written notice to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within five (5) days of 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.
9. 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.
10. Coordination with the City: The Proposer shall fully coordinate its activities in the performance of the contract with the City and shall meet with the Golf Advisory Board on a monthly basis. As the work of the Proposer progresses, advice and information on matters covered by the contract shall be made available by the contractor to the City throughout the effective period of the contract.
11. All material developed or acquired by the Proposer as a result of work under the contract shall become the property of the City when the contract expires or is terminated. No material or reports prepared by Proposer shall be released without the prior written consent of the City.
12. Conflict of Interest: 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.
13. The Proposer covenants that they presently have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Proposer further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in the Contract.
14. Independent Contractor: The Proposer represents itself to be an independent contractor offering such services to the general public and shall not represent himself or his 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 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.

15. Termination: 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 contractor.
16. 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, or the U.S. Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his operations and shall secure, at his expense, all licenses and permits necessary for construction and operation of the golf course. The Proposer shall also be solely responsible for payment of any and all taxes levied on the operation including sales and use tax, real estate and personal property tax.
17. Contract Monitoring: The management and operation of the golf course will be subject to routine monitoring by a City Contract Administrator. The indirect costs associated with this position and City oversight will have to be borne by the successful Proposer. Those costs will be calculated annually during the budget development process, provided to the successful Proposer, and will be considered as an operating expense of the Club. There will also be an annual review before the City Council. Such annual review is to occur within ninety (90) days of end of the fiscal year and will include audited financial statements, maintenance performance, course usage and activities, capital improvements, facilities maintenance, and future programs.
18. Applicable Laws: In connection with the furnishing of supplies of performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standard 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.
19. Non-discrimination: There shall be no discrimination as to race, sex, color, creed or national origin in the operations referred to by this RFP; and further, there shall be no discrimination regarding any use, service, maintenance or operation of the premises. All facilities located on the premises shall be available to the public, subject to the right of the Proposer to establish and enforce rules and regulations to provide for the safety, orderly operation, and security of the facilities.
20. Reports: Monthly reports of activities shall be submitted to the Director of Parks and Recreation by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following
 - 1) Gross Revenue Statement
 - 2) Sales Tax Report

- 3) Staff Vacancies
- 4) Maintenance Conditions Report
- 5) Rounds of Golf
- 6) Expenditures Statement

Within ninety (90) days after each fiscal year an annual report of the golf course activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

- 1) Revenue Report
- 2) Capital Improvement Status
- 3) Equipment Inventory
- 4) Organizational Chart
- 5) Rounds of Golf Report
- 6) Expenditures Statement broken out by standard expenditure classifications*
- 7) Marketing Plan and Performance Report
- 8) USGA Turf Advisory Report

*Said statement shall be certified as true, accurate and complete by the Proposer, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interests of the City.

21. Records, Accounts and Audits: The Proposer shall keep on the Premises, or such other place within Volusia County, Florida approved by the City, true, accurate and complete records and accounts of all sales, rentals and business being transacted upon or from the Premises and shall give the City access during reasonable business hours and upon three (3) business days' notice to examine and audit such records and accounts.

Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Proposer's gross receipts pursuant to generally accepted auditing standards. The City's Internal Auditor or designee shall have the right, during regular business hours to audit, inspect, examine and copy the Proposer's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to this agreement and the Proposer's revenues thereunder throughout the term of this agreement and for three (3) years following its expiration or cancellation.

22. Existing Contracts: Proposer acknowledges that the City has entered into certain contracts for tournaments to take place after the commencement date of the term of this Agreement and has entered into a Golf Cart Lease Contract. Proposer shall assume, observe and agree to be bound by the provision of those contracts.
23. Closing of Facilities: If closure of the facilities is due to fire damage, flood, civil disorder, acts of God, etc., to some, but not all, of the facilities, the City will allow prorated adjustment of quarterly payments up to the time the damage is repaired. Payment shall be continuous and uninterrupted and any adjustment shall be made by a credit applied to the monthly payment.

24. Intent: It is the intent of these specifications to grant to the Proposer the right to manage, operate and maintain the Club located at 6231 Palm Vista Street, Port Orange Florida.
25. Beginning of Operations: The successful proposer must assume all operations no later than October 1, 2012, unless otherwise agreed upon.
26. Hours of Operation: During the term of the Agreement, the facilities shall be open and properly staffed seven (7) days per week, with appropriate hours to serve golf patrons and the general public. Operation hours shall be submitted for approval.
27. Managerial Services: The Proposer shall have an experienced manager or managers on the premises at all times. Should any vacancy occur in the position of course manager or course maintenance superintendent, Proposer will advise the City in writing fifteen (15) days in advance of hiring as to the identity and the qualifications of any person whom the Proposer intends to place in such vacant position. The City reserves the right, at its sole discretion, to disapprove any such selection.
28. Proposer's Employees: All full time and part time employees at the Club will be required to submit to a drug screening. Employment of any convicted felon must be approved by the City Manager.

Conduct of the employees of the Proposer shall be subject to reasonable regulation by the City. All employees shall observe all the graces of personal grooming.

29. Course Operations: Proposer shall observe and comply with all of the City's existing policies concerning advance registrations, tournaments, men's and women's clubs, green fee discounts, use of the City's golf course by juniors, high school and college students and seniors, and starter services. Proposer shall not change any of said policies nor institute new policies without first obtaining the written consent of the City.
30. City Reservation: The City reserves the right to utilize the Club for City organized events for a minimum of four (4) days per year. The City will not be obligated to pay the greens and cart fees for those events. The dates and times of the events will be negotiated between the successful Proposer and the City. The City also reserves the right to utilize the banquet facilities for ten (10) gatherings per year for City organized affairs. The City will pay for food and beverages provided at the events at direct cost. No overhead expense (including personnel) or profit margin can be built into the cost of services.
31. Disclosure of Information: The Proposers who attend the Mandatory Pre-proposal Conference will be provided the opportunity to tour the Club and all of its property, ask questions of City and Club staff, seek clarification of requested information or the RFP process, and will receive a packet of current and historical financial and operational data.
32. Questions: All prospective Proposers are hereby cautioned NOT to contact any member of the City of Port Orange, the City Council, nor any member of the any evaluation or evaluation committees that may be appointed. Any questions concerning the RFP package shall be submitted in writing by email, fax or mail to Tom Cinefro, Purchasing Coordinator, tcinefro@port-orange.org, fax 386-756-5376, or 1000 City Center Circle, Port Orange, Florida

32129. No representation from any individual in the City is binding unless expressly stated to or by the City. Any attempt to lobby or persuade the result of the process through any other channels shall result in disqualification.

33. Submissions Deadline: Proposal packages are due no later **May 2, 2012 at 2:00 p.m.** The City of Port Orange will NOT accept or consider any late submittals. Please make sure that your proposal package is received by the Purchasing Coordinator, Tom Cinefro, 1000 City Center Circle, Port Orange, Florida 32129, no later than the specified date and time.

Due to the timing of mail service, the City cautions proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Proposals received after the established deadline shall not be considered.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Any proposal received after **2:00 p.m.** (local time), **May 2, 2012** will not be considered and will be returned unopened. Proposals, once received, become the property of the City, cannot be withdrawn, and will not be returned to the proposers. Upon opening, proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

Unless otherwise specified, Proposer's shall use the proposal forms supplied by the Purchasing Division. Proposals will be accepted in the Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until **2:00 p.m.**, on the date indicated in the bid documents or as addendum issued by the City. Two (2) envelopes, as described below, shall be submitted. Envelope #1 contains required forms, it will be evaluated and deemed responsive or non-responsive. All bids deemed non-responsive will be returned to the bidder and envelope #2 will not be opened. Envelope #2 contains technical and price information. Envelope #2 from all responsive bidders will be opened and read aloud at **3:00 P.M.**, the same day.

Proposals (Envelope #1 and #2, respectively) shall contain one (1) original and seven (7) copies, and one (1) electronic copy unless otherwise indicated in the legal advertisement and shall be addressed to Tom Cinefro, Purchasing Coordinator, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in Two (2) SEALED ENVELOPES. The envelopes shall be plainly marked on the outside to include the bid project name and bid number.

Hand deliveries of envelopes shall be made to the Clerk's Office, 1st floor City Hall, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129.

34. All proposal packages must be submitted in a sealed envelope clearly marked **"RFP 12-11 Management Services for the Golf Club at Cypress Head"**. The name of the Proposer and the address of the Proposer must also be clearly identified on the outside of the envelope.
35. Waiver Rights: The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in the proposals received whenever such waiver or rejection is in the best interests of the City and/or it doesn't meet the minimum requirements set forth. All reasonably responsive proposals will be considered. However, the City reserves the right to waive formalities or informalities in proposals, to reject, with or without cause, any or all proposals or

portions of proposals, or to interview or not interview individual proposers, and to accept any proposal(s) or portions of proposals deemed to be in the best interest(s) of the City.

36. Conduct of proposers: All submitters or individuals acting on behalf of submitters are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Proposal Evaluation Committee, City Council members, or 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. All submitters or individuals acting on behalf of submitters are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Proposal 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 submitters. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be channeled through the Office of Purchasing. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, CRA members, City Council members and the CRA Proposal Evaluation Committee during a public meeting shall not be considered a violation of this requirement.
37. Public Records: Florida Statutes 119.071(1)(c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10 day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, *portions of such meetings* may now be closed to the public during oral presentations made by a vendor, or where a vendor answers questions. In other words, neither bidders, nor the public will be permitted to sit in on meetings wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing bidders, but the new law makes it more difficult to observe the entire decision making process until after the records become available for inspection and copying.
38. Separation and distribution: This RFP 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.

The City will utilize Demand Star for distribution of RFP #12-11 at: www.demandstar.com
In addition, vendors may obtain a PDF version of the RFP Proposal by submitting an Email request directly to: Tom Cinefro, Purchasing Coordinator, E-mail: tcinefro@port-orange.org

39. Additional information/Addenda: All questions concerning this RFP must be submitted In Writing no later than **5:00 p.m.** on **April 26, 2012** to:

Tom Cinefro, Purchasing Coordinator
1000 City Center Circle, Port Orange, FL 32129
tcinefro@port-orange.org

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

It is the proposer's responsibility to be sure all addenda were received. The proposer should verify with the designated contact persons prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.

Written responses, in the form of an addendum, will be provided via the Demand Star website at: www.demandstar.com

40. Late proposals, late modifications and late withdrawals: Proposals received after the Proposal Due Date and time are late and shall not be considered. Modifications received after the Proposal Due Date are also late and shall not be considered. Letters of withdrawal received after the Proposal Due Date or after contract award, whichever is applicable, are late and shall not be considered.
41. RFP Postponement/Cancellation/Waiver of Irregularities: The City may, at its sole and absolute discretion, reject any and all, or parts of, proposals; re-advertise this RFP for new proposals; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP, or to accept that proposal which best serves the interest of the City.
42. Cost incurred by proposers: All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith shall be borne by the proposer(s). No payment shall be made for any responses received, nor for any other effort required of or made by the proposer(s) prior to commencement of work as defined by a contract approved by the City Council.
43. Proprietary Information: Responses to this Request for Proposals, upon receipt by the City, become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed, and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

44. Rules, Regulations and Licensing Requirement: The proposer 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.
45. Review of Proposals: Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all required documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive. The City Council will review and evaluate all proposals submitted in response to this RFP.
46. 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. These records shall be subject at all reasonable time to review, inspect, 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.
47. Conflict of Interest: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal 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 this RFP.
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 proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to RFP hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
49. Public Entity Crimes Statement: Proposers are hereby notified about Section 287.133(2)(a), Florida Statutes, which requires that:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

50. State Licensing requirement: 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.

The offeror shall have, prior to making this offer, 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 which evidence such qualifications with your response to this RFP; and, that the offeror shall provide follow-up evidence that the contractor maintains such credentials throughout the period of the agreement.

A copy of a current certificate of authority from the Secretary of State authorizing your company 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 this RFP. Information concerning certification with the Secretary of State can be obtained at <http://ccfcorp.dos.state.fl.us/index.html>.

51. Use of proposal forms: Proposers should complete the appropriate Proposal Form(s) included in the RFP. All blanks on the Proposal Forms should 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 Proposal Forms. Failure to fully complete the appropriate Proposal Forms may result in disqualification of your proposal.

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 Proposal 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 on the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the proposal. The original proposal, and each copy submitted, should contain an original signature on the Proposer’s Acknowledgement Form contained in each Proposal Form.

52. Irrevocability of proposal: Each proposer agrees that proposals shall remain open until the effective date not to exceed 60 days after selection, shall not be subject to revocation, and shall be subject to the City Council’s acceptance of a contract with the proposer.
53. Contract: The City anticipates entering into a contract with the proposer within one hundred twenty (120) days after selection has been made. The proposer understands that this RFP does not constitute an agreement or a contract with the proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the City Council and executed by all parties. All proposers shall honor their proposal for 120 days after selection of the first proposer.

54. Hold harmless/indemnification provision: 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.

SECTION 00170

PUBLIC ENTITY CRIME STATEMENT

Any person or affiliate who has been placed on the convicted vendor list following a conviction 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____ by signing below hereby certifies that neither he/she nor the firm of _____ is or has been placed on the convicted vendor list, now or within the period of thirty-six (36) months.

Signed By: _____

President/Authorized Agent or Official

Witnessed By: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2012,

by _____, President, Authorized Agent or

Official of _____ a Florida Company, who is personally known to me or

who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

SECTION 00180

ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

By Signing this form, the bidder agrees that this bid 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 bids will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. UMBER: _____

NO bid may be withdrawn for a period of sixty- (60) days subsequent to the submittal of the bids, without the consent of the City of Port Orange.

NO BID (REASON):

SECTION 00190

DRUG FREE/TIE BID PREFERENCE STATEMENT

In the event of a tie bid a preference is given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special conditions are as follow:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

Section 00200

TIMELINE:

Release RFP to proposers (date of publication/notice)	April 2, 2012
Pre-Proposal Conference (mandatory)	April 11, 2012
Deadline for Questions	April 26, 2012 5:00 p.m.
Proposal Submission Deadline (envelope #1 & 2)	May 2, 2012 2:00 p.m.
Interviews & Ranking of Proposals (if 5 or less Proposers) OR Shortlisting of Proposers (if greater than 5 Proposers)	May 8, 2012
Interviews & Ranking of Shortlisted Proposers (if needed)	May 29, 2012
Approval of Selected Proposer (date of selection)	June 5, 2012
Negotiation (no later than)	August 7, 2012
City Council consideration of contract	August 17, 2012

PRE-SUBMITTAL MEETING:

A pre-submittal meeting will be held at **10:00 a.m.** on **April 11, 2012** at the Port Orange City Hall, City Council Chambers/1st Floor, 1000 City Center Circle, Port Orange Florida 32129. Attendance is **mandatory**. Please note: This shall be a public meeting and shall be an opportunity for prospective respondents to directly address City staff regarding this RFP.

SECTION 00210

EXHIBIT "A"

Maintenance Standards for the Club

Greens, Fairways, and Tees

One of the most important components of providing exceptional services to the golfing community is to give players a meticulously maintained course. The condition of the greens, fairways, and tees and all other areas within the property lines of the Club must be monitored daily and maintained to United States Golf Association (USGA) standards. The greens have been designed and constructed in accordance with USGA standards and the City expects them to be maintained accordingly. To ensure this, it will be the responsibility of the successful proposer to present an annual USGA Green Section Turf Advisory Service Report to the City Council. The successful Proposer will be required to maintain on site all of the necessary records, files, and documentation used to verify maintenance activities.

The City understands that many conditions (weather, soil, wind, disease, etc.) affect a Proposer's "routine" maintenance practices. For example, improved playing conditions may be achieved by increasing the number of top dressing applications or verticuts on the greens and fairways. The City encourages Proposers to identify a higher level of maintenance standards in their proposal package, with the understanding that the base level must be provided at a minimum. In order to evaluate proposals consistently and for future performance evaluations the following are the base maintenance standards that must be provided by each Proposer. Any deviation to the base standards the City has identified must be clearly described in full detail in the proposal package. Along with a description of a proposed deviation to the base standards, Proposers will be required to explain the reasons they want to offer an alternative approach.

I. Fertilization Requirements

GREENS

- Greens should be fertilized with a nitrogen fertilizer using a minimum of 14 lbs. per 1000 sq. ft. and no more than 16 lbs. per 1000 sq. ft. per year.
- During the overseed period (November – April) the Greens will be spoon fed @ .125 lb. per 1000 sq. ft. of Nitrogen per application.
- There should be a minimum of three granular fertilizer applications using a 4-1-2 or 2-1-2 ratio of NPK (Nitrogen, Phosphorous, and Potassium).
- One week prior to overseeding an application of granular fertilizer will be applied as a pre-plant/starter to winterize the turf and help germinate the overseed.
- During the warmer months of April through October, monthly and weekly applications of fertilizer will be applied using the 4-1-2 or 2-1-2 ratios and can be applied as granular or spray.

- Proposers may use any combination of slow release and soluble nitrogen release fertilizers as well as complete combination fertilizers.
- Phosphorous, Potassium and minor elements are an important part of turfgrass and must be applied on a program with Nitrogen. Each year the program will be submitted to the USGA Agronomist in preparation for the required annual turf grass report.
- Fertigation through the irrigation system is not an acceptable method of applying the required fertilizers. Fertigation can only be used as a supplemental form of plant nutrition and surfactant application.

TEES

- Tees should be fertilized a minimum of eight times each year. The minimum rate of application of Nitrogen and Potassium is 8 lbs. per 1000 sq. ft.
- Phosphorus should be applied eight times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

FAIRWAYS, ROUGHS, DRIVING RANGE, AND CLUBHOUSE TURF

- These areas will require a minimum of six (6) fertilizer applications per year; fertigation is not to be included in the number of applications.
- A minimum of 6 lbs. per 1000 sq. ft. of Nitrogen and Potassium are required.
- Phosphorus should be applied six (6) times each year with a minimum of 5 lbs. per 1000 sq. ft. in one year.

LANDSCAPE, ORNAMENTALS, AND SHRUBBERY

- Each of these will require at least two fertilizer applications per year.

SOIL ANALYSIS

- Soil samples should be taken twice a year on Greens, Tees, and Fairways.
- Fertilizer applications may be tailored to the soil needs.
- A certified laboratory should analyze the samples and the resulting report will be used to make treatment decisions.

II. Mowing Requirements

GREENS

- Greens will be mowed on a daily basis, weather permitting.

- If Greens' mowing is skipped, it shall be recorded in the daily log and a description of the circumstances that prevented the mowing should also be provided.
- Mowing heights will be maintained on a daily basis to keep a smooth rolling surface and a stimpmeter speed of at least 9 and no more than 10.5 (stimpmeter must meet the U.S.G.A. requirements).
- This activity should be scheduled at such a time as to limit the interference of play.

TEES, FAIRWAYS, AND APRONS

- Must be mowed at least three times per week.
- Mowing heights must be maintained at .500 or lower.
- This activity should be scheduled at such a time as to limit the interference of play.

ROUGHS

- Must be mowed at least two times a week.
- Mowing heights can be maintained at 1.250" – 1.750".
- This activity should be scheduled at such a time as to limit the interference of play.

MISCELLANEOUS

- Bunker slopes, bahia grass, clubhouse turf, and all other turf areas should be mowed at least one time per week.
- During cooler months it may be acceptable mow bi-weekly.

III. Cultural Practices

AERIFICATION

Greens – are required to be aerified 3 times per year between the months of April and September. Coring tines with a minimum diameter of .500" are required to be used two of the three times. The third aerification should be done with .250" tines.

Tees and Aprons – are required to be aerified at least two times a year with .500" coring tines.

Fairways and Roughs - are required to be aerified at least two times a year with .750" coring tines.

Topdressing - is required following aerifications. Topdressing material should meet the requirements of the U.S.G.A. specifications. All cored holes and turf canopy of all greens, tees and aprons should be filled and covered.

Traffic and Wear Areas – require year round solid tine aerification to reduce compaction and matted/worn turf areas.

VERTICUTTING

Greens – are required to be verticut monthly from April through November or until overseeding takes place. Light top dressing will be applied after each verticut.

Fairways - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

Tees and Aprons - should be on a light verticutting schedule or bi-annually with a heavy and aggressive verticutting.

IV. Overseeding

GREENS

A minimum of 8 lbs. per 1000 sq. ft. of *Poa Trivialis* greens grade seed shall be applied in late October and no later than the second week of November. Prior to overseeding all of the appropriate cultural practices should take place (i.e., verticutting, topdressing, etc.).

FAIRWAYS

A minimum of 300 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

TEES AND APRONS

A minimum of 500 lbs. per acre of fairway, turf-type perennial ryegrass seed must be applied in late October and no later than the second week of November.

V. Chemical Program

HERBICIDES

- A post and pre emerge program should be in place prior to each weed season.
- A minimum of two pre-emerge summer weed control applications are to be scheduled between February and June.
- Products such as Ronstar, Dimension, and Pendimethalin are acceptable for these purposes and should be used in conjunction with a granular fertilizer application.
- Pre-emerge control for *Poa Annua*, escape rye grass, and winter broadleaf is also required during overseeding months.

- Post emergent control will be on an as needed basis on all turf and landscape areas such as tree rings and plant bed edges.
- Mechanical removal of all weeds is strongly recommended before herbicides are applied.

INSECTICIDES

- Preventative and post treatment programs for mole crickets, ants, all types of worms, grubs, wasps, and any other turf damaging insects are required.

FUNGICIDES

- Preventative and post treatment programs for disease are required.

VI. *Cups and Pins*

- Cup locations should be changed at least seven (7) times a week.
- Cups should be moved at least twenty (20) feet from previous location.
- Cups should be replaced at least two (2) times a year and painted on a bi-weekly basis.
- Pin locations are affected by many factors. Proper placement of the pins requires judgment and knowledge of the game. The USGA recommends that the pin be placed at least five (5) paces from the nearest edge of the green. Pins should not be placed in tricky positions.
- The pin should be placed according to the design of the hole. For example, for long shots with a wood or low iron, pins should be placed far enough from the front and sides to accommodate the required shot and provide adequate room to put.

VII. *Repairs*

- Repair all ball marks, divots, and other damaged turf on greens and practice greens daily.

VIII. *Cart Paths*

It will be the responsibility of the Proposer to maintain the concrete cart paths throughout the course. The paths must be maintained free of all debris and weeds. All repairs to the cart path must be accomplished in a timely manner so as to provide a safe route for moving about on the course. Proper herbicides will be applied and routine edging will be required to accomplish this requirement. Erosion control will also be necessary in some areas to avoid degrading the integrity of the paths.

IX. Irrigation

It shall be the responsibility of the Proposer to insure that all of the equipment required to irrigate the golf course is maintained in good repair. The Club uses reclaimed water from the City's wastewater system in its routine irrigation practices. The source of the water used for irrigation is surface water obtained from the ponds on the property, one of which is the receiving pond for the re-use water.

Proposers will be expected to repair and replace all heads, valves controllers, pumps, wiring, and lines as needed to keep the proper operation of the irrigation system on the entire golf course. The greens, fairways, and tees will be irrigated as is necessary to insure the best playing conditions and support proper growth of the turf. Many conditions affect the frequency and amount of irrigation used in each application. It will be the responsibility of the Proposer to determine this frequency. The USGA annual turf advisory report provided by the Proposer to the City each year will provide an independent assessment of how well the successful Proposer performed this and other maintenance requirements set forth by City policies.

X. Fleet Maintenance and Golf Carts

The City acquires most of the capital equipment used in the operations of the golf course on behalf of the Club and then leases the fleet to the Club. The maintenance equipment and the golf carts therefore are not a part of the Club's inventory, rather it is on the City's inventory. A new fleet of golf carts was purchased in October 2011. The City wants all Proposers to be aware of this pre-existing obligation and recognize that the annual lease payments are established each year during the City's annual budget development process. The City will entertain offers to purchase the equipment and carts.

Fleet maintenance is an integral part of maintaining the playing conditions of the course. Therefore, it will be the sole responsibility of the successful Proposer to maintain the equipment in good working order and service the equipment when required. It is imperative that each Proposer insures that the equipment used by the staff is in the best shape possible. This will require warranty enforcement, repair and maintenance of damaged equipment, such as hydraulic leaks, calibration problems, tires, and many other equipment problems. Equipment operators must be trained in the use and care of all such equipment and must be alert to operational problems that occur while on the course. Avoiding damage to the greens, fairways, and tees from operator errors and poor fleet maintenance practices is an important aspect of maintaining the course in top playing shape.

Therefore, proposals must include a description of the Proposer's preventative maintenance and equipment operator training programs in the Operational Concepts section of the proposal package. Also, the proposal package must identify the recommended renewal and replacement program for the equipment and carts.

XI. Facility Maintenance

It will be the sole responsibility of the Proposer to insure that all of the Club's facilities (clubhouse, restaurant, cart barn, maintenance facility and course restrooms) and buildings are maintained in a manner consistent with a first-class destination and a premier municipal golf course. Cleanliness of the grounds around the facilities and the exterior and interior of the buildings must be maintained to a level

that is satisfactory to the City. The normal routine maintenance of the facilities must be designed to keep the premises in a good state of repair, free from hazardous conditions and deterioration, thus providing a comfortable and safe environment for all visitors and patrons of the Club. This will include, at a minimum:

1. repairing and maintaining
 - a) the HVAC system
 - b) kitchen equipment
 - c) range ball dispenser
 - d) range lights
 - e) electrical system
 - f) security systems
 - g) plumbing
 - h) buildings
 - i) fences
 - j) parking lot landscape irrigation
 - k) entrance sign and other signage
2. repairing and replacement of all office and restaurant furnishings, including window treatments
3. trash and rubbish removal
4. providing full utilities to all buildings
5. providing janitorial services

XII. Lake Maintenance

The costs associated with lake maintenance will be the responsibility of the successful Proposer; however, the City's Public Works Department will oversee the lake maintenance and vendor contract since some of the lakes are included in the original mitigation plan approved by the State of Florida Department of Environmental Protection. It is imperative that the lakes are maintained in accordance with applicable laws, rules and regulations.

SECTION 00220

EXHIBIT "B"

The Golf Course facility was financed with tax-exempt bonds. Accordingly, proposals must comply with the Internal Revenue Code requirements relating to "qualified management contracts".

General Requirements for Management Contracts. A Qualified Management Contract must:

1. Provide for reasonable compensation for services with no compensation based in whole or in part on a share of the net profits on the operation of the facility. The compensation can be based upon increases in gross revenues (or adjusted gross revenues), or reductions in expenses is permissible, but the arrangement may not be based upon both increases in gross revenues and any portion of the expenses.
2. The term of the contract cannot exceed 80% of the reasonably expected useful life of the property. Due to the proposed length of the contract, this is unlikely to be of concern in the context of the Golf Course.

Permissible Arrangements. The permissible arrangements are generally based upon the concept of some portion of the compensation's being a periodic fixed fee. Periodic fixed fee means a stated dollar amount for services rendered during a specified period of time. For example, \$1,000 per month is a periodic fixed fee. The dollar amount may be adjusted in accordance with a specified objective standard such as the consumer price index. A fixed fee is contrasted to a capitation fee (based upon the number of persons) or a per unit fee (based upon the number of units of an item provided or sold), both of which are not periodic fixed fees. A second concern is the term of the arrangement and this will include renewal options where the service provider has a right to renew the contract. A right on the behalf of the City to renew the contract, or a renewal which must be mutually agreed upon, will not constitute a renewal option (even if it expected to be renewed).

The permissible arrangements are as follows:

- (i) 95% fixed fee — 15 years. At least 95% of compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 15 years.
- (ii) 80% fixed fee — 10 year term. At least 80% if the compensation to the manager for each annual period during the term of the contract is based upon a periodic fixed fee. The term of the contract must not exceed 10 years.
- (iii) 50% periodic fixed fee — 5 year term. The contract must be terminable by the service provider upon reasonable notice, without penalty or cause, at the end of the third year if the contract term.
- (iv) Per unit fee — 3 year term. All of the compensation is on a per unit fee basis or combination of a periodic fixed fee on a per unit basis. Term of the contract does not exceed three years and the contract is terminable by the manager on reasonable notice without penalty or cause at the end of the second year of the contract term.

SECTION 00230

EXHIBIT "C"

CLUB INSURANCE PROGRAM

PREPARED FOR:

City of Port Orange DBA The Golf Club at Cypress Head, Inc.

6231 Palm Vista Street

Port Orange, FL 32128

07/01/2011- 07/01/2012

Presented by:

Town & Country Insurance Agency, Inc.

Program Manager:

Bollinger Inc.

101 JFK Parkway

Short Hills, NJ 07078

(800) 446-5311

CLUB INSURANCE PROGRAMS COVERAGE SUMMARY

PACKAGE POLICY

PROPERTY COVERAGE

Coverage protects your Club against direct and consequential loss resulting from a covered cause of loss. Coverage is provided on a special club form unless otherwise noted.

- ◆ Blanket Building & Personal Property \$ 2,276,200
- ◆ Deductible* \$ 2,500

*Windstorm/Hail Deductible- 5% of each building/contents subject to a \$100,000 minimum per occurrence, each location will apply ONLY to those occurrences designated as Named Storms.

Risk of direct physical loss to building and personal property, includes bridges, towers, pipes, dams, exterior light fixtures and poles, inground sprinkler systems and equipment, tennis courts, televisions and radio satellite dishes and antennas, fences, bulkheads, pilings, piers, wharves, docks, retaining walls, roadways, walks, patios, other paved surfaces, outdoor signs, lightning detection/warning systems, foundations and swimming pools. Includes risk of direct physical loss the personal property of others. Includes coverage for Members Bags and Clubs while in the care, custody and control of the club. Coverage is provided on a replacement cost basis.

- ◆ Golf holes meaning tees, driving ranges, cut fairways, greens, grass and sand bunkers, cut and maintained roughs and other cut and maintained playing surfaces, sod used in the maintenance and repair of the golf course and is covered on a "special perils" based upon the extent that they are covered causes of loss in the policy. These perils include fire, lightning, explosion, riot or civil commotion, aircraft, vehicles, vandalism, windstorm or hail and the weight of ice and snow. \$ 1,000,000

- ◆ Windstorm & Hail Deductible for Golf Holes /Named Storm \$150,000
per occurrence/each location

- ◆ Windstorm & Hail Deductible for Tree Debris Removal /Named Storm \$ 150,000
per occurrence/each location

- ◆ Includes golf clubs, bags and golf equipment of others while on the insured's premises, but not in the care, custody and control of the club not to exceed \$2,500 any one bag and set of clubs

Deductible: \$500

COVERAGE EXTENSIONS**Limits of Insurance
At Each Location**

◆ Newly Acquired or Constructed Buildings	\$ 2,000,000
◆ Newly Acquired Business Personal Property	\$ 1,000,000
◆ Debris Coverages (including removal of trees)	\$ 250,000
◆ Back-up of Sewers and Drains	\$ 250,000
◆ Building Alterations	\$ 100,000
◆ Valuable Papers and Records - Cost of Research	\$ 300,000
◆ Accounts Receivable	\$ 300,000
◆ Accounts Receivable in transit	\$ 25,000
◆ Club Professional Replacement Expense	\$ 50,000
◆ Business Income and Extra Expense	\$ 50,000
◆ Food Contamination Coverage	\$50,000
◆ Electronic Data Processing Equipment (Computer)	\$250,000
◆ Electronic Data Processing Equipment and Media (Media, Electronic Data and Programs)	\$ 100,000
◆ Fine Arts	\$ 50,000
◆ Fine Arts in the course of transit	\$25,000
◆ Newly Acquired Fine Arts	\$50,000
◆ Theft of Fur Garments	\$ 50,000
◆ Theft of Jewelry/Precious Metal	\$ 50,000
◆ Theft of stamps, Tickets & Lottery Tickets	\$2,500
◆ Utility Services-includes overhead transmission lines of Power Supply Companies - restrictions apply	\$ 100,000
◆ Power Interruption	\$ 100,000
◆ Water for Direct Physical Damage & Actual Loss of Business Income	\$ 50,000
◆ Property Off Premises	\$ 50,000
◆ Property in Transit, on Exhibition or in Custody of Salespersons	\$ 50,000
◆ Emergency Service Charge	\$ 15,000
◆ Fire Protection Devices	\$ 50,000
◆ Reward	\$ 50,000
◆ Preservation of Property	\$ 15,000
◆ Pollutant Clean Up and Removal	\$100,000
◆ Deferred Payments	\$ 50,000
◆ Additional Expenses	\$50,000
◆ Personal Effects	\$ 25,000
◆ Contract Penalty Clause	\$ 25,000
◆ Inventory & Appraisal	\$ 50,000
◆ Virus & Hacking	\$25,000
◆ Non-Owned Detached Trailers	\$5,000
◆ Lost Key Consequential Loss	\$ 5,000

◆ Theft of Dataline Services	\$ 5,000
◆ Errant Golf Ball Property Damage Coverage	\$ 1,500
◆ Hole-in-One Reimbursement Expense restrictions apply	\$250 occurrence/ \$2,000 aggregate
◆ Glass	INCLUDED
◆ Outdoor Trees, Shrubs, Plants & Lawns	EXCLUDED
◆ Expanded Premises Boundary	INCLUDED
◆ Brand and Label	INCLUDED
◆ Property of Others in the Care, Custody and Control of the Club	INCLUDED
◆ Ordinance or Law	
A. Coverage For Loss to the Undamaged Portion of the Property	INCLUDED
B. Demolition Cost Coverage	INCLUDED
C. Increase Cost of Construction	INCLUDED
◆ Automatic Increase - 3%	INCLUDED
◆ Agreed Amount	INCLUDED
◆ Flood Coverage (Eligible Flood zones B, C or X only)	OPTIONAL
◆ Earthquake \$25,000 Deductible (Eligible in Mercalli zones 1-6 only)	\$ 1,000,000

EQUIPMENT BREAKDOWN COVERAGES

◆ Coverage is automatically provided up to the property limits. Includes perils of mechanical breakdown, electrical arcing and steam boiler explosion.	INCLUDED
◆ Deductible: Includes but not limited to: Heating Equipment, Air Conditioning Equipment, Electrical Apparati, Deep Well and Other Pumps, Refrigeration Equipment, Motors and Water Heaters.	\$ 2,500
◆ Comprehensive Form	
◆ Property Damage	
◆ Business Income	
◆ Extra Expense	
◆ Off Premises Property Damage	
◆ Ammonia Contamination	
◆ Water Damage	
◆ Service Interruption	
◆ Consequential Damage (Spoilage)	
◆ Expediting Expense	
◆ CFC Refrigerants	
◆ Computer Equipment	\$ 100,000
◆ Hazardous Substance Clean-up	\$ 100,000
◆ Loss Control Services	
◆ Annual State Inspections	

BUSINESS INCOME COVERAGE

- ◆ Business Income and Extra Expense \$ 200,000
- ◆ Deductible NO WAITING PERIOD
 - Windstorm & Hail Deductible (ONLY Named Storms) 72 Hours
- ◆ Coinsurance Percentage WAIVED
- ◆ Extra Expense is part of the Limit
 - Covers loss of net income, continuing expenses, and extra expenses you incur during the period of restoration

INLAND MARINE COVERAGES

- ◆ Accounts Receivable INCLUDED
 - ◆ Maintenance Equipment/Golf Carts -- \$250 deductible \$ 595,034
 - ◆ Silverware, Club Trophies & Prizes OPTIONAL
 - ◆ Fine Arts INCLUDED
 - ◆ Mini-Computer/Word Processor INCLUDED
-
- ◆ Valuable Papers & Records INCLUDED
 - (when no deductible shown, all other peril deductible will apply)

COMMERCIAL GENERAL LIABILITY COVERAGE

Coverage is provided for damage you are legally obligated to pay due to Bodily Injury or Property Damage caused by an occurrence and arising out of your ownership, maintenance, or use of your premises or operations.

◆ Bodily Injury & Property Damage Per Occurrence Limit	\$ 1,000,000
◆ Bodily Injury & Property Damage General Aggregate	\$ 3,000,000
◆ Bodily Injury & Property Damage Products/Completed Operations Aggregate	\$ 3,000,000
◆ Personal and Advertising Liability Limit	\$ 1,000,000
◆ Fire Damage Liability	\$ 300,000 Any one Premises
◆ Medical Payments (including members)	\$ 15,000 Any one Person

GENERAL LIABILITY ENHANCEMENTS

- Independent Contractors
- Contractual Liability
- Defense Costs in Addition to Limits
- Host Liquor Liability
- Incidental Malpractice
- Non-Owned Watercraft up to 51 feet
- Worldwide Coverage - Limited
- Waiver of Subrogation
- Additional Insureds:
 - Employees
 - Club Members
 - Volunteer Workers
 - Golf or Tennis Professional
 - Incidental Malpractice (excluding physicians or medical doctors)
 - Golf Cart Operators (excess)
- Professional Liability - Club Professionals

◆ Liquor Law Liability	\$ 1,000,000 Per Occurrence
	\$ 1,000,000 Annual Aggregate

PREMIUM BASIS

◆ General Liability - Gross Income (less initiation fees & interest income)	\$ 1,433,490
◆ Liquor Liability - Receipts	\$ 95,500
◆ Hired and Non-Owned Auto Liability	\$ 1,000,000
◆ Garagekeepers' Insurance (Valet Parking)	OPTIONAL

Professional Liability Exclusion:

All professional services except the following provided by employees:

- a) the rendering or failure to render services by a tennis, golf or touring golf, tennis professionals, certified and licensed fitness trainers, or any other athletic instructors
- (b) the rendering or failure to render any treatment or services to the body by a barber, beautician, or manicurist; or
- (c) body massaging

Policy is NOT subject to audit

EMPLOYEE BENEFITS LIABILITY

◆ Employee Benefits Liability	\$ 1,000,000
◆ Deductible	\$ 1,000
◆ Claims Made	

COMMERCIAL CRIME EXTENSIONS

◆ Employee Theft	\$ 50,000
◆ Premises - Money and Securities	\$ 10,000
◆ Transit - Money and Securities	\$ 10,000
◆ Depositors Forgery	\$ 50,000
◆ Money Order & Counterfeit Paper Currency	\$ 5,000
◆ Deductible	\$ 1,000

Broadened Definition of Employee

- Any Non-Compensated Officer
- Any Director or Trustee of an Insured

Theft by Computer

◆ ERISA Bonding (covered up to Employee Theft limit)	INCLUDED
(ERISA bonding requirement must be 10% of plan assets—higher limits available)	

BUSINESS AUTOMOBILE

* Combined Single Limit	OPTIONAL
* Personal Injury	OPTIONAL
* Medical Payments	OPTIONAL
* Uninsured Motorists	OPTIONAL
* Comprehensive	OPTIONAL
* Collision	OPTIONAL

Physical Damage Coverage:

Comprehensive - (deductible) N/A

Comprehensive perils include, but not limited to, breakage of glass, theft, fire, earthquake, flood, windstorm, hail, vandalism and malicious mischief.

Collision - (deductible) N/A

Collision is considered to be collision with another object and upset or overturn of the vehicle

SCHEDULED VEHICLES

DIRECTORS & OFFICERS LIABILITY COVERAGE

◆ Limit of Liability

OPTIONAL
Each Loss
OPTIONAL
Each Policy Year

◆ Deductibles

Directors and Officers

N/A

Employment Practices

N/A

DIRECTORS & OFFICERS LIABILITY ENHANCEMENTS

◆ Claims Made Form

Non - Profit Organization Form

Broadened Definition of Named Insured:

- Past, Present and Future Directors, Officers and Trustees
- Committee Members
- Employers
- Volunteers
- Clubs as a Legal Entity

"Duty to Defend" Language

Hammer Clause 75/25 Provision

Severability of Interest

Defense Cost Outside of Liability Limit

Identity Theft

Terrorism Travel Coverage

Terrorism Emergency Real Estate Fees

Terrorism Temporary Meeting Space Reimbursement

Terrorism Destroyed Records Reimbursement

Terrorism Death Benefit

Workplace Violence

Key Person Replacement

Crisis Management Doubles

Donation Relief

Travel Accident

Federal Immigration and Nationality Act Violations

Kidnap Expense

Image Restoration and Counseling

No Exclusions For:

- Discrimination
- Failure to Maintain Insurance
- Prior Acts

EMPLOYMENT PRACTICES LIABILITY

3rd Party Liability Language:

Provides coverage for employee-related claims i.e.

Discrimination, Wrongful Termination, Sexual Harassment, Mental Anguish, Emotional Distress

FIDUCIARY LIABILITY

✦ Limit of Liability - ERISA Liability

OPTIONAL

✦ Deductible

N/A

✦ Claims Made

LIMITED POLLUTION LIABILITY COVERAGE-DESIGNATED SITE

Provides coverage for 3rd party claims which the insured is legally obligated to pay due to damages related to bodily injury, property damage and clean-up costs (including government mandate) as a result of the discharge, dispersal, seepage, migration, release, or escape of covered pollutants at or from a designated site.

Broad definition of pollutants includes: Pesticides, Herbicides, Fungicide, Fertilizers, Insecticides, Pool Chemicals and or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste.

◆ Per Incident Limit	\$ 1,000,000
◆ Annual Aggregate	\$ 1,000,000
◆ Claims Made Form	
◆ Deductible*	NONE
*Corrective Action Cost (Applicable Only if Tank Liability Coverage Included)	\$5,000
Includes Off Premises Cleanup	
Includes Mandated Governmental Clean-up Coverage Limit	\$1,000,000
◆ Above Ground Storage Tank Liability (2 tanks)	INCLUDED

UMBRELLA LIABILITY COVERAGE

Provides catastrophic liability coverage over other liability insurance carried by you and known as underlying insurance. It also covers all but a few specifically excluded liability exposures on claims to which no underlying insurance applies

◆ Limit of Liability

- Each Occurrence	\$ 1,000,000
- General Aggregate	\$ 2,000,000
- Products Aggregate	\$ 1,000,000

◆ Self-insured Retention

NONE

UMBRELLA LIABILITY ENHANCEMENTS

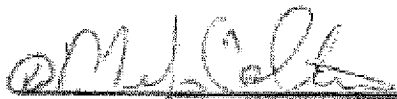
◆ Follow Form Basis:

Comprehensive General Liability including Hired & Non-Owned Auto	INCLUDED
Employee Benefits Liability	INCLUDED
Commercial Automobile Liability	NOT INCLUDED
Liquor Liability	INCLUDED
Employers Liability	NOT INCLUDED

Workers Compensation must be written with acceptable carrier & rated A- or better in A.M. Best. EL limits must be \$500/500/500. for all states except TX and CA limits must be \$1000/1000/1000.

City of Port Orange DBA The Golf Club at Cypress Head
Statement of Values for Policy Effective: 07/01/2011

Loc	Bldg	Property Description	Bldg 100%	Cont 100%
1	1	Men Clubhouse	1,200,000	275,000
1	1	Steel Fence	15,000	0
1	1	2 AGST	6,200	0
1	2	Maintenance Bldg	100,000	50,000
1	3	Cart Barn	275,000	75,000
1	4	Restroom 6th hole	10,000	10,000
1	5	Restroom 14 Hole	10,000	10,000
			1,616,200	420,000
		Grand Total - All Locations		2,276,200


 Insured Signature


 Date

Exhibit “B” - Kemper Response to RFP

ON FILE WITH CLERK’S OFFICE

SELECTION CRITERIA:

TYPE - EQ
LOCATION - 53
STATUSES - F A
CLASS - ALL CLASSES
PROJECT - ALL PROJECTS
ACQUISITION METHOD - ALL ACQUISITION METHODS
DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE
DEPARTMENT - ALL DEPARTMENTS
DIVISION - ALL DIVISIONS
ACTIVITY - ALL ACTIVITIES
PRINT MISC INFO - NO
ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012
DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / STATUS	DEPR ACCT	ACCT		DATE		PROJECT	INS COVERAGE	CAPITAL COST
COM CODE	DEPR EXP	ACCT		NEW/USED	PRICE		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	FUNDING SOURCE		INVESTMENT ACCOUNT			BOOK VALUE	
ASSET ACCOUNT								
535861 / 0000 / FERTILIGATION SYSTEM	10 00 580	GOLF COURSE	P	5861	252244	0	PRO PLUS/LYLE INC	5800.00
55314 / 6/12/1992	10 00 580	GOLF COURSE		6/12/1992	0/00/0000	60		5800.00
P 505000001660000	50510005809902			004370	.00			5800.00
	505000001670000			N				
535870 / 0000 / HONDA PRESSURE WASHER	10 00 580	GOLF COURSE	P	5870	10225	0	A A CASEY CO. OF DAYTONA	1517.00
56847 / 8/28/1992	10 00 580	GOLF COURSE		8/28/1992	0/00/0000	60		1517.00
P 505000001660000	50510005809902			004847	.00			1517.00
	505000001670000			N				
535873 / 0000 / BROWER MARK 2 SOD CUTTER	10 00 580	GOLF COURSE	P	5873	252344	0	OVIEDO TRACTOR COMPANY	2010.00
56660 / 8/14/1992	10 00 580	GOLF COURSE		8/14/1992	0/00/0000	60		2010.00
P 505000001660000	50510005809902			004629	.00			2010.00
	505000001670000			N				
535878 / 0000 / TRUE BAR COOLER TBB-4 (BAR AREA)	03 00 580	GOLF COURSE	P	5878	252331	0	DESIGNS, FURNISHINGS &	1325.00
57084 / 9/11/1992	03 00 580	GOLF COURSE		9/11/1992	0/00/0000	60		1325.00
P 450000001660000	45003005799902			004685	.00			1325.00
	450000001670000			N				
535879 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	03 00 580	GOLF COURSE	P	5879	252331	0	DESIGNS, FURNISHINGS &	277.00
57084 / 9/11/1992	03 00 580	GOLF COURSE		9/11/1992	0/00/0000	60		277.00
P 450000001660000	45003005799902			004685	.00			277.00
	450000001670000			N				
535880 / 0000 / BAR SINK SUPERMETAL (BAR AREA)	03 00 580	GOLF COURSE	P	5880	252331	0	DESIGNS, FURNISHINGS &	558.00
57084 / 9/11/1992	03 00 580	GOLF COURSE		9/11/1992	0/00/0000	60		558.00
P 450000001660000	45003005799902			004685	.00			558.00
	450000001670000			N				
535881 / 0000 / RECESS SINK COMBO SUPERMETAL	03 00 580	GOLF COURSE	P	5881	252331	0	DESIGNS, FURNISHINGS &	245.00
57084 / 9/11/1992	03 00 580	GOLF COURSE		9/11/1992	0/00/0000	60		245.00
P 450000001660000	45003005799902			004685	.00			245.00
	450000001670000			N				
535882 / 0000 / COCKTAIL UNIT SUPERMETAL	03 00 580	GOLF COURSE	P	5882	252331	0	DESIGNS, FURNISHINGS &	245.00
	45003005799902							
	450000001670000							

ASSET REGISTER
BY ASSET TYPE

PAGE 3

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS	SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
535882 / 0000 / COCKTAIL UNIT SUPERMETAL	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 25	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	004685	0/00/0000	60	DESIGNS, FURNISHINGS	.00	752.00	752.00	.00	.00
535883 / 0000 / COCKTAIL UNIT SUPERMETAL (BAR AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 31	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	004685	0/00/0000	60	DESIGNS, FURNISHINGS	.00	752.00	752.00	.00	.00
535887 / 0000 / RECESS SINK COMBO SUPERMETAL	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 26	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	004685	0/00/0000	60	DESIGNS, FURNISHINGS	.00	245.00	245.00	.00	.00
535888 / 0000 / FRYMASTER FRYER MDL# MJ3355D	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 20	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	004685	0/00/0000	60	DESIGNS, FURNISHINGS	.00	1200.00	1200.00	.00	.00
535889 / 0000 / DRAINBOARD SUPERMETAL (BAR AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 27	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	004685	0/00/0000	60	DESIGNS, FURNISHINGS	.00	219.00	219.00	.00	.00
535894 / 0000 / UNIVEX SLICER	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 15	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	004685	0/00/0000	60	DESIGNS, FURNISHINGS	.00	954.00	954.00	.00	.00
535895 / 0000 / HEAT LAMP (KITCHEN AREA)	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 14	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	004685	0/00/0000	60	DESIGNS, FURNISHINGS	.00	132.00	132.00	.00	.00
535896 / 0000 / CHEF'S TABLE	9/11/1992	FULLY DEPRECIATED	EQUIPMENT (DEPRECIABLE)	ITEM 14	P	450000001660000	57084	03 00 580 GOLF COURSE	Y	P	004685	004685	0/00/0000	60	DESIGNS, FURNISHINGS	.00	2115.00	2115.00	.00	.00

EXHIBIT "C"

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
535896		CHEF'S TABLE FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) ITEM 13	GOLF COURSE 45003005799902 45000001670000 450				9/11/1992 004685 N	0/00/0000		.00 .00	.00 2115.00 .00
535899	/ 0000 /	ADVANCE POT SINK	03 00 580 GOLF COURSE	Y	P	5899	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	1195.00 1195.00 1195.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) 94K6181 ITEM 7	45003005799902 45000001670000 450								
535900	/ 0000 /	ARTIC WALK IN COOLER (KITCHEN AREA)	03 00 580 GOLF COURSE	Y	P	5900	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	4745.00 4745.00 4745.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) NONE	45003005799902 45000001670000 450								
535901	/ 0000 /	ADVANCE DISHTABLE	03 00 580 GOLF COURSE	Y	P	5901	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	413.00 413.00 413.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) OTC53048L ITEM 8	45003005799902 45000001670000 450								
535903	/ 0000 /	SOILED DISHTABLE	03 00 580 GOLF COURSE	Y	P	5903	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	1605.00 1605.00 1605.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) K45K30600 ITEM 10	45003005799902 45000001670000 450								
535904	/ 0000 /	ADVANCE RACK SHELF	03 00 580 GOLF COURSE	Y	P	5904	PURCHASED 9/11/1992 004685 N	0/00/0000	252331 60	DESIGNS, FURNISHINGS & .00 .00 .00	196.00 196.00 196.00
57084		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) ITEM 11	45003005799902 45000001670000 450								
535905	/ 0000 /	FILING CABINET LATERAL 4	DWR GRAY 03 00 580 GOLF COURSE	MDL "HON" P		5905	PURCHASED 9/29/1992 004851 N	0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES .00 .00 .00	136.50 136.50 136.50
57579		FULLY DEPRECIATED EQUIPMENT (DEPRECIABLE) NONE	45003005799902 45000001670000 450								
535906	/ 0000 /	FILING CABINET LATERAL 4	DWR GRAY 03 00 580 GOLF COURSE	MDL "HON" P		5906	PURCHASED 9/29/1992 004851 N	0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES .00 .00 .00	136.50 136.50 136.50
57579		FULLY DEPRECIATED									

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR REM LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
535906 415 45000001660000	FILING CABINET LATERAL, 4 DWR GRAY, MDL "HON" EQUIPMENT (DEPRECIABLE) NONE 45000001670000 450			004851 N		.00	.00	136.50 .00
535907 / 0000 / FILING CABINET LATERAL 4 DRAWER, MDL "HON" 57579 FULLY DEPRECIATED 415 EQUIPMENT (DEPRECIABLE) P 45000001660000	03 00 580 GOLF COURSE 45003005799902 45000001670000 450	Y	P	PURCHASED 9/29/1992 004851 N	5907 0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	136.50 136.50 136.50 .00
535908 / 0000 / FILING CABINET LATERAL 4 DWR GRAY, MDL "HON" 57579 FULLY DEPRECIATED 415 EQUIPMENT (DEPRECIABLE) P 45000001660000	03 00 580 GOLF COURSE 45003005799902 45000001670000 450	Y	P	PURCHASED 9/29/1992 004851 N	5908 0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	136.50 .00 136.50 .00
535910 / 0000 / LAMINATE DESK, GRAY 30X60 "HON" 57579 FULLY DEPRECIATED 415 EQUIPMENT (DEPRECIABLE) P 45000001660000	03 00 580 GOLF COURSE 45003005799902 45000001670000 450	Y	P	PURCHASED 9/29/1992 004851 N	5910 0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	299.50 .00 299.50 .00
535911 / 0000 / OAK EXECUTIVE DESK 36X72 "HON" 57579 FULLY DEPRECIATED 415 EQUIPMENT (DEPRECIABLE) P 45000001660000	03 00 580 GOLF COURSE 45003005799902 45000001670000 450	Y	P	PURCHASED 9/29/1992 004851 N	5911 0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	265.00 .00 265.00 .00
535915 / 0000 / OAK BOOKCASE 4 SHELVES "HON" 57579 FULLY DEPRECIATED 415 EQUIPMENT (DEPRECIABLE) P 45000001660000	03 00 580 GOLF COURSE 45003005799902 45000001670000 450	Y	P	PURCHASED 9/29/1992 004851 N	5915 0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	115.50 .00 115.50 .00
535916 / 0000 / PRINTER STAND, GRAY "HON" 57579 FULLY DEPRECIATED 415 EQUIPMENT (DEPRECIABLE) P 45000001660000	03 00 580 GOLF COURSE 45003005799902 45000001670000 450	Y	P	PURCHASED 9/29/1992 004851 N	5916 0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	102.00 .00 102.00 .00
535917 / 0000 / CHAIR EVERYDAY W/ARM "HON" 57579 FULLY DEPRECIATED 415 EQUIPMENT (DEPRECIABLE) P 45000001660000	03 00 580 GOLF COURSE 45003005799902 45000001670000 450	Y	P	PURCHASED 9/29/1992 004851 N	5917 0/00/0000	251366 60	CAPITOL OFFICE SUPPLIES	119.00 .00 119.00 .00

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

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ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	ACQUISITION:	VENDOR	NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	DATE	METHOD	LIFE	REMA	INS COVERAGE	CAPITAL COST
COM CODE	TYPE	DEPR EXP ACCT	LOCATION			PO NBR	DATE	PROJECT		YTD DEPR	LTD DEPR
ASSET CLS	SERIAL NUMBER	ACCUM DEPR ACCT	DEPR EXP ACCT			NEW/USED	PRICE			BOOK VALUE	
ASSET ACCOUNT	FUNDING SOURCE					INVESTMENT ACCOUNT					
535917	CHAIR EVERYDAY W/ARM "HON"										
P	ITEM7902NN61										
450000001660000											
535918	/ 0000 / CHAIR EVERYDAY W/ARM "HON"										
57579	9/30/1992										
415	FULLY DEPRECIATED										
P	EQUIPMENT (DEPRECIABLE)										
450000001660000	ITEM7902NN61										
535925	/ 0000 / CHAIRS, 84 UPHOLSTERED RESTAURANT										
57610	9/30/1992										
965	FULLY DEPRECIATED										
P	EQUIPMENT (DEPRECIABLE)										
450000001660000	NONE										
535926	/ 0000 / STACKING CHAIRS 18" ONE PIECE PLASTIC										
57017	9/04/1992										
415	FULLY DEPRECIATED										
G	EQUIPMENT (DEPRECIABLE)										
450000001660000											
535928	/ 0000 / TABLE TOPS (20, FOR RESTAURANT)										
57257	9/18/1992										
965	FULLY DEPRECIATED										
P	EQUIPMENT (DEPRECIABLE)										
450000001660000	NONE										
535929	/ 0000 / CHAIR CART/DOLLIES										
57017	9/04/1992										
415	FULLY DEPRECIATED										
P	EQUIPMENT (DEPRECIABLE)										
450000001660000	NONE										
535930	/ 0000 / CHARCOAL GREY FOLDING TABLES 30X96 (18 TABLES)										
57017	9/04/1992										
415	FULLY DEPRECIATED										
P	EQUIPMENT (DEPRECIABLE)										
450000001660000	NONE										
535931	/ 0000 / SHELVING FOR KITCHEN AREA										
57084	9/11/1992										
P	FULLY DEPRECIATED										
450000001660000	EQUIPMENT (DEPRECIABLE)										
ITEM 2, 4, 5,											

EXHIBIT "C"

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
535931 / 0000 / SHELVING FOR KITCHEN AREA	450000001660000	450							
535963 / 0000 / HOSHIZAKI ICE MACHINE MDL KM-630M9E	56 00 579 Y		P	PURCHASED 12/03/1998	5963	0/00/0000	254754 60	PURCHASING ASSN. OF PRIVA	1951.00
87007 / 12/03/1998 FULLY DEPRECIATED	GOLF COURSE			027505 N					1951.00
P 450000001660000	45003005799902			45000001670000			.00		
535981 / 0000 / PORTABLE DANCE FLOORING FOR BANQUET ROOM	56 00 579 Y		P	PURCHASED 10/19/2000	5981	0/00/0000	250736 60	SICO AMERICA, INC.	4870.80
36919 / 10/19/2000 FULLY DEPRECIATED	GOLF COURSE			035174 N					4870.80
P 450000001660000	45003005799902			45000001670000			.00		4870.80
535992 / 0000 / PORTER-CABLE AIR COMPRESSOR 175 PSI ML	56 00 579 Y		P	PURCHASED 5/13/2002	5992	0/00/0000	254905 60	LOWES COMPANIES, INC.	849.60
35288 / 8/24/2000 FULLY DEPRECIATED	GOLF COURSE			0416072075			.00		849.60
P 450000001660000	45003005799902			45000001670000			.00		849.60
536486 / 0000 / RANGE/OVEN, VULCAN	54 00 579 Y		P	PURCHASED 8/24/2000	6486	0/00/0000	255328 60	SYSCO SUPPLY & EQUIPMENT	5033.77
35288 / 8/24/2000 FULLY DEPRECIATED	GOLF COURSE			034364 N			.00		5033.77
P 450000001660000	45054005799902			45000001670000			.00		5033.77
536895 / 0000 / ICE MACHINE/DISPENSER HOSHIZAKI	53 01 579 Y		P	PURCHASED 6/30/2008	6895	0/00/0000	166123 60	PORT ORANGE AIR CONDITION	5475.41
129035 / 6/05/2008 ACTIVE	GOLF COURSE			060519 N			.00		3650.26
P 450000001660000	45053015799902			45000001670000			.00		1825.15
536900 / 0000 / A/C, RUUD 5 TON W/HEAT PUMP (450 FUND PORTION)	03 00 579 Y		P	PURCHASED 9/26/2012	6900	0/00/0000	166123 60	PORT ORANGE AIR CONDITION	1900.00
155484 / 8/24/2012 ACTIVE	GOLF COURSE			067200 N			.00		1900.00
P 450000001660000	45003005799902			45000001670000			.00		1900.00
536900 / 0001 / A/C, RUUD 5 TON W/HEAT PUMP (451 FUND PORTION)	03 00 579 Y		P	PURCHASED 9/26/2012	6900	0/00/0000	166123 60	PORT ORANGE AIR CONDITION	1900.00
155484 / 8/24/2012 ACTIVE	GOLF COURSE			067200 N			.00		1900.00
P 450000001660000	45003005799902			45000001670000			.00		1900.00

ASSET REGISTER
BY ASSET TYPE

[illegible]

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

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GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	47 ASSETS	INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
					.00	109,183.50
					.00	.00
					1,095.08	103,558.35
						5,625.15
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	47 ASSETS	.00	109,183.50
					.00	.00
					1,095.08	103,558.35
						5,625.15
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	0 ASSETS	.00	.00
					.00	.00
					.00	.00

EXHIBIT "C"

SELECTION CRITERIA:

TYPE - RS

LOCATION - 53

STATUSES - F A

CLASS - ALL CLASSES

PROJECT - ALL PROJECTS

ACQUISITION METHOD - ALL ACQUISITION METHODS

DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE

DEPARTMENT - ALL DEPARTMENTS

DIVISION - ALL DIVISIONS

ACTIVITY - ALL ACTIVITIES

PRINT MISC INFO - NO

ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012

DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR / CHECK DATE	LOCATION				PO NBR			YTD DEPR		
MANUFACT STATUS	DEPR EXP ACCT				NEW/USED	METHOD	PROJECT			
COM CODE TYPE	ACCUM DEPR ACCT				INVESTMENT ACCOUNT	PRICE				
ASSET CLS SERIAL NUMBER	FUNDING SOURCE									
ASSET ACCOUNT										BOOK VALUE
535823 / 0000 / CUSHMAN 56192 TOP DRESSER	10 00 580	Y	P	5823	PURCHASED 3/13/1992	0/00/0000	250050	ZAUN EQUIPMENT	.00	6093.00
53286 FULLY DEPRECIATED	50510005809902				003875		60		.00	.00
P 50500001660000	92001271				N		.00		.00	6093.00
535831 / 0000 / JACOBSEN 62240 WALKING GREENS MOWER	10 00 580	Y	P	5831	PURCHASED 3/13/1992	0/00/0000	250458	TRESCA INDUSTRIES, INC	.00	2926.00
53292 FULLY DEPRECIATED	50510005809902				003876		60		.00	.00
P 50500001660000	3253				N		.00		.00	2926.00
535851 / 0000 / 1992 FORD TRACTOR W/FRONT WEIGHTS	10 00 580	Y	P	5851	PURCHASED 7/09/1992	0/00/0000	250385	FORD NEW HOLLAND, INC	.00	11794.00
55636 FULLY DEPRECIATED	50510005809902				003504		60		.00	.00
P 50500001660000	BD12097				N		.00		.00	11794.00
535853 / 0000 / 1992 FORD TRACTOR W/LOADER	10 00 580	Y	P	5853	PURCHASED 7/09/1992	0/00/0000	250385	FORD NEW HOLLAND, INC	.00	14570.00
55636 FULLY DEPRECIATED	50510005809902				003504		60		.00	.00
P 50500001660000	BD12098				N		.00		.00	14570.00
555970 / 0000 / BLOWER, AGRIMETAL 360 JOHN DEERE	10 00 580	Y	P	5970	PURCHASED 2/08/1999	0/00/0000	254202	NURCANE MACHINERY	.00	3150.00
19846 FULLY DEPRECIATED	50510005809902				028408		60		.00	.00
P 50500001660000	L 8800				N		.00		.00	3150.00
555971 / 0000 / SPIKER, GREENWHEELER	10 00 580	Y	P	5971	PURCHASED 2/17/1999	0/00/0000	254830	REVELS TRACTOR CO.	.00	2200.00
20253 FULLY DEPRECIATED	50510005809902				028420		60		.00	.00
P 50500001660000	5157				N		.00		.00	2200.00
555973 / 0000 / 2000 JOHN DEERE ELECTRIC TURF GATOR 4X2 AMT	10 00 580	Y	P	5973	PURCHASED 8/01/2000	0/00/0000	252090	NUCRANE CORPORATION	.00	6505.00
34987 FULLY DEPRECIATED	50510005809902				034072		60		.00	.00
P 50500001660000	W0E4X2E001125				N		.00		.00	6505.00
555976 / 0000 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270				5976			255324	EXPRESS REEL GRINDING INC		

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION	DEPR EXP ACCT			PO NBR	PRICE	PROJECT	YTD DEPR		
COM CODE	ACCUM DEPR ACCT	FUNDING SOURCE			INVESTMENT ACCOUNT					
ASSET CLS SERIAL NUMBER										
ASSET ACCOUNT										BOOK VALUE
555976 / 2000 TY-CROP TOP DRESSER, QUICK PASS 270	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	60		.00	7690.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509				.00	7690.00
P 505000001660000	50510005809902				N				.00	7690.00
505000001660000	505000001670000									
555989 / 0000 / BRUSH, STANDARD QP270 (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1195.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1195.00
P 505000001660000	50510005809902				N				.00	1195.00
505000001660000	505000001670000									
555990 / 0000 / TWIN SPINNERS QP270 (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1995.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1995.00
P 505000001660000	50510005809902				N				.00	1995.00
505000001660000	505000001670000									
555991 / 0000 / BRUSH, VORTEX (TOP DRESSER ATTACHMENT)	10 00 580	Y	P		PURCHASED 7/20/2000	0/00/0000	255324	EXPRESS REEL GRINDING INC	.00	1195.00
34537 FULLY DEPRECIATED	GOLF COURSE				034509		45		.00	1195.00
P 505000001660000	50510005809902				N				.00	1195.00
505000001660000	505000001670000									
555995 / 0000 / 2004 TORO RM5500D FAIRWAY MOWER	10 00 580	Y	P		PURCHASED 5/31/2004	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	34250.00
69156 FULLY DEPRECIATED	GOLF COURSE				046646		60		.00	34250.00
P 505000001660000	50510005809902				N				.00	34250.00
505000001660000	505000001670000									
555996 / 0000 / 2004 TORO RM5500D FAIRWAY MOWER	10 00 580	Y	P		PURCHASED 5/31/2004	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	34250.00
69156 FULLY DEPRECIATED	GOLF COURSE				046646		60		.00	34250.00
P 505000001660000	50510005809902				N				.00	34250.00
505000001660000	505000001670000									
556545 / 0000 / SHARPENER, NEARY RELL MDL 550SR	10 00 580	Y	P		PURCHASED 2/27/2001	0/00/0000	254889	WESCO TURF SUPPLY INC	.00	15900.00
40352 FULLY DEPRECIATED	GOLF COURSE				036613		60		.00	15900.00
P 505000001660000	50510005809902				N				.00	15900.00
505000001660000	505000001670000									
556784 / 0000 / 2003 JOHN DEERE 2500A GREENS MOWER	10 00 580	Y	P		PURCHASED 6784	0/00/0000	256527	COASTAL EQUIPMENT SYSTEMS	.00	21638.50
61783	505000001670000						60			

ASSET REGISTER
BY ASSET TYPE

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ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REP#	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR	STATUS	COST CENTER	LOCATION	CODE	TYPE	ACQUISITION:	PROJECT	YTD DEPR	LTD DEPR	CAPITAL COST
MANUFACT	TYPE	DATE	DATE			DATE				
COM CODE						DATE				
ASSET CLS	SERIAL NUMBER	ACCT	ACCT			PRICE				
ASSET ACCOUNT		FUNDING SOURCE				INVESTMENT ACCOUNT				BOOK VALUE
556784	2003 JOHN DEERE 2500A GREENS MOWER					8/31/2003	0/00/0000	.00	.00	21638.50
	FULLY DEPRECIATED	GOLF COURSE				043960		.00	.00	.00
P	ROLLING STOCK	50510005809902				N				
50500001660000	TC250AD010463	50500001670000	505							
556785	2003 JOHN DEERE 2500A GREENS MOWER					6785	256527	COASTAL EQUIPMENT	SYSTEMS	21638.50
61783	7/17/2003	10 00 580	Y	P		8/31/2003	0/00/0000	.00	.00	21638.50
	FULLY DEPRECIATED	GOLF COURSE				043960		.00	.00	21638.50
P	ROLLING STOCK	50510005809902				N				.00
50500001660000	TC250AD010498	50500001670000	505							.00
556786	2003 JOHN DEERE PRO GATOR UTILITY VEHICLE					6786	256527	COASTAL EQUIPMENT	SYSTEMS	12670.00
61783	7/17/2003	10 00 580	Y	P		8/31/2003	0/00/0000	.00	.00	12670.00
	FULLY DEPRECIATED	GOLF COURSE				043960		.00	.00	12670.00
P	ROLLING STOCK	50510005809902				N				.00
50500001660000	TC2020A035508	50500001670000	505							.00
556787	2003 JOHN DEERE HD200 SPRAYER					6787	256527	COASTAL EQUIPMENT	SYSTEMS	5000.00
61783	7/17/2003	10 00 580	Y	P		8/31/2003	0/00/0000	.00	.00	5000.00
	FULLY DEPRECIATED	GOLF COURSE				043960		.00	.00	5000.00
P	ROLLING STOCK	50510005809902				N				.00
50500001660000	TC200GX030175	50500001670000	505							.00
556788	2003 JOHN DEERE ELECTRIC GATOR UTILITY VEHICLE					6788	256527	COASTAL EQUIPMENT	SYSTEMS	6815.00
61783	7/17/2003	10 00 580	Y	P		8/31/2003	0/00/0000	.00	.00	6815.00
	FULLY DEPRECIATED	GOLF COURSE				043960		.00	.00	6815.00
P	ROLLING STOCK	50510005809902				N				.00
50500001660000	W0E4X2E002801	50500001670000	505							.00
556789	2003 JOHN DEERE 1200A BUNKER & FIELD RAKE					6789	256527	COASTAL EQUIPMENT	SYSTEMS	7515.00
61783	7/17/2003	10 00 580	Y	P		8/31/2003	0/00/0000	.00	.00	7515.00
	FULLY DEPRECIATED	GOLF COURSE				043960		.00	.00	7515.00
P	ROLLING STOCK	50510005809902				N				.00
50500001660000	TC1200A135456	50500001670000	505							.00
556791	2003 JOHN DEERE 5105 TRACTOR					6791	255305	JOHN DEERE CO.		14011.60
61846	7/17/2003	10 00 580	Y	P		8/31/2003	0/00/0000	.00	.00	14011.60
	FULLY DEPRECIATED	GOLF COURSE				043957		.00	.00	14011.60
P	ROLLING STOCK	50510005809902				N				.00
50500001660000	LV5105C410951	50500001670000	505							.00
556876	2005 TORO 5 GANG PULL BEHIND MOWER					6876	254889	WESCO TURF SUPPLY INC.		20182.92
80725	6/30/2005	10 00 580	Y	P		6/30/2005	0/00/0000	.00	.00	20182.92
	FULLY DEPRECIATED	GOLF COURSE						.00	.00	.00

EXHIBIT "C"

ASSET REGISTER
 BY ASSET TYPE

ASSET NBR	IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR	CHECK DATE	LOCATION				PO NBR		PROJECT	YTD DEPR		CAPITAL COST
MANUFACT TYPE		DEPR EXP ACCT				NEW/USED					LTD DEPR
COM CODE		FUNDING SOURCE				INVESTMENT ACCOUNT					BOOK VALUE
ASSET CLS	SERIAL NUMBER										
ASSET ACCOUNT											
556876	2005 TORO 5 GANG PULL BEHIND MOWER	50510005809302			051816			.00	.00		20182.92
P	ROLLING STOCK	50500001670000			N						.00
50500001660000											
556877	0000 / 2005 TORO GROUNDSMASTER 228 D MOWER	10 00 580	Y	P	6877	PURCHASED 6/30/2005	0/00/0000	254889	WESCO TURF SUPPLY INC.		14322.84
80725	FULLY DEPRECIATED	50510005809902				051816		.00	.00		14322.84
P	ROLLING STOCK	50500001670000			N						.00
50500001660000											.00
556878	0000 / 2005 TORO REELMASTER 3100 D MOWER	10 00 580	Y	P	6878	PURCHASED 6/30/2005	0/00/0000	254889	WESCO TURF SUPPLY INC.		22157.23
80725	FULLY DEPRECIATED	50510005809902				051816		.00	.00		22157.23
P	ROLLING STOCK	50500001670000			N						.00
50500001660000											.00
556879	0000 / 2005 TORO REELMASTER 3100 D MOWER	10 00 580	Y	P	6879	PURCHASED 6/30/2005	0/00/0000	254889	WESCO TURF SUPPLY INC.		22157.23
80725	FULLY DEPRECIATED	50510005809902				051816		.00	.00		22157.23
P	ROLLING STOCK	50500001670000			N						.00
50500001660000											.00
556880	0000 / 2005 TORO WORKMAN 3200 UTILITY VEHICLE	10 00 580	Y	P	6880	PURCHASED 6/30/2005	0/00/0000	254889	WESCO TURF SUPPLY INC.		13501.55
80725	FULLY DEPRECIATED	50510005809902				051816		.00	.00		13501.55
P	ROLLING STOCK	50500001670000			N						.00
50500001660000											.00
556881	0000 / 2005 SALSICO 6" CHIPPER	10 00 580	Y	P	6881	PURCHASED 9/30/2005	0/00/0000	254889	WESCO TURF SUPPLY INC.		3500.00
82808	FULLY DEPRECIATED	50510005809902				051816		.00	.00		3500.00
P	ROLLING STOCK	50500001670000			N						.00
50500001660000											.00
556882	0000 / 2006 MONTANA 4920 UTILITY TRACTOR W/LOADER	10 00 580	Y	P	6882	PURCHASED 7/31/2006	0/00/0000	258097	DISCOUNT TRACTORS OF VOL		20832.00
102655	FULLY DEPRECIATED	50510005809902				055339		.00	.00		20832.00
P	ROLLING STOCK	50500001670000			N				3124.80		20832.00
50500001660000											.00
556883	0000 / 2006 BUFFALO BLOWER BTKB10G2	10 00 580	Y	P	6883	PURCHASED 9/30/2006	0/00/0000	252354	GOLF VENTURES		6500.00
104163	FULLY DEPRECIATED	50510005809902				055338		.00	.00		6500.00
P	ROLLING STOCK	50500001670000			N				1191.67		6500.00

ASSET NBR / CHECK NBR MANUFACT COM CODE ASSET CLS ASSET ACCOUNT	IMPROVEMENT NBR / CHECK DATE STATUS TYPE SERIAL NUMBER	DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
556883 P 505000001660000	2006 / 11875 BUFFALO BLOWER BTKB10G2 505		505000001670000 505				N		.00		.00
556884 104756 P 505000001660000	0000 / 9/29/2006 JOHN DEERE GATOR TE 10 00 580 FULLY DEPRECIATED ROLLING STOCK W04X2ED001581 505		505000001670000 505	Y	P	6884 PURCHASED 9/30/2006 055341 N	0/00/0000		256527 60	COASTAL EQUIPMENT SYSTEMS .00 1349.34 7360.00 7360.00 .00	
556885 104756 P 505000001660000	0000 / 9/29/2006 JOHN DEERE GATOR TE 10 00 580 FULLY DEPRECIATED ROLLING STOCK 23215111075159 505		505000001670000 505	Y	P	6885 PURCHASED 9/30/2006 055341 N	0/00/0000		256527 60	COASTAL EQUIPMENT SYSTEMS .00 545.42 2975.00 2975.00 .00	
556886 104163 P 505000001660000	0000 / 9/08/2006 RAYSIDE TANDEM BUMP TRAILER 10 00 580 FULLY DEPRECIATED ROLLING STOCK 1R9GD410TN063575 505		505000001670000 505	Y	P	6886 PURCHASED 9/30/2006 055338 N	0/00/0000		252354 60	GOLF VENTURES .00 1805.84 9850.00 9850.00 .00	
556887 111619 P 505000001660000	0000 / 6/21/2007 CUSHMAN TURF TRUCKSTER 10 00 580 ACTIVE ROLLING STOCK 2535590 505		505000001670000 505	Y	P	6887 PURCHASED 7/31/2007 058020 N	0/00/0000		258395 60	KILPATRICK COMPANY .00 3139.87 15699.32 13344.41 2354.91	
556888 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE ELECTRIC GATOR 4X2 10 00 580 ACTIVE ROLLING STOCK W04X2ED002156 505		505000001670000 505	Y	P	6888 PURCHASED 7/31/2007 057941 N	0/00/0000		256527 60	COASTAL EQUIPMENT SYSTEMS .00 1472.00 7360.00 6256.00 1104.00	
556889 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE GREENS MOWER 10 00 580 ACTIVE ROLLING STOCK TC250AD030018 505		505000001670000 505	Y	P	6889 PURCHASED 7/31/2007 057941 N	0/00/0000		256527 60	COASTAL EQUIPMENT SYSTEMS .00 5185.60 25928.00 22038.79 3889.21	
556890 111698 P 505000001660000	0000 / 6/27/2007 JOHN DEERE GREENS MOWER 10 00 580 ACTIVE ROLLING STOCK TC250AD040698 505		505000001670000 505	Y	P	6890 PURCHASED 7/31/2007 057941 N	0/00/0000		256527 60	COASTAL EQUIPMENT SYSTEMS .00 5185.60 25928.00 22038.79 3889.21	

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION										TAG/REF#		VENDOR NBR		VENDOR NAME		PURCHASE COST	
CHECK NBR / CHECK DATE										ACQUISITION:		LIFE		INS COVERAGE		CAPITAL COST	
MANUFACT STATUS										METHOD		PROJECT		SALVAGE VALUE		LTD DEPR	
COM CODE TYPE										DATE		PRICE		YTD DEPR		BOOK VALUE	
ASSET CLS SERIAL NUMBER										PO NBR		NEW/USED					
ASSET ACCOUNT										INVESTMENT ACCOUNT							
556890	127649	/	0000	/	2007	JOHN DEERE GREENS MOWER	505										
505000001660000																	
556892	127649	/	0000	/	2008	JOHN DEERE 2500B MOWER	505										
505000001660000																	
556893	127649	/	0000	/	2008	JOHN DEERE 2500B MOWER	505										
505000001660000																	
556894	127649	/	0000	/	2008	JOHN DEERE ELECTRIC GATOR	505										
505000001660000																	
556896	134686	/	0000	/	2009	JOHN DEERE 7700 FAIRWAY MOWER	505										
505000001660000																	
556897	134686	/	0000	/	2009	JOHN DEERE 7700 FAIRWAY MOWER	505										
505000001660000																	
556898	134686	/	0000	/	2009	JOHN DEERE DECK MOWER 1445	505										
505000001660000																	
556899	134701	/	0000	/	2009	SISIS MULTI-SLIT SHEER FOR GOLF COURSE	505										
505000001660000																	

EXHIBIT "C"

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BY ASSET TYPE

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559229 / 0000 / E-Z GO CUSHMAN HAULER 800G UTL CART 151952 / 1/20/2012 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9229	258706 60	EZ GO TETRON	6962.00 .00 .00 6962.00
559230 / 0000 / E-Z GO CUSHMAN HAULER 1200G UTL CART 151952 / 1/20/2012 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9230	258706 60	EZ GO TETRON	7345.00 .00 .00 7345.00
559231 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9231	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559232 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9232	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559233 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9233	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559234 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9234	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559235 / 0000 / E-Z GO GOLF CART 151467 / 12/15/2011 / ACTIVE ROLLING STOCK P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9235	258706 60	EZ GO TETRON	3865.00 .00 .00 3865.00
559236 / 0000 / E-Z GO GOLF CART					9236	258706	EZ GO TETRON	

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT ACCUM DEPR ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559236 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782210 P 50500001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	0/00/0000	60	.00 .00 .00	3865.00 .00 3865.00
559237 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782211 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9237 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559238 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782212 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9238 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559239 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782213 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9239 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559240 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782214 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9240 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559241 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782215 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9241 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559242 / 0000 / E-Z GO GOLF CART 151467 12/15/2011 ACTIVE ROLLING STOCK 2782215 P 505000001660000	10 00 519 GOLF COURSE 50510005199902 505000001670000 505	Y	P	PURCHASED 2/29/2012 066402 N	9242 0/00/0000	258706 60	EZ GO TEXTRON .00 .00 .00	3865.00 .00 3865.00
559243 / 0000 / E-Z GO GOLF CART 151467 12/15/2011	10 00 519	Y	P	PURCHASED	9243	258706 60	EZ GO TEXTRON .00	3865.00

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION DEPR EXP ACCT FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR REM LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559243 / E-Z GO GOLF CART	GOLF COURSE							
P 505000001660000	50510005199902			2/29/2012 066402 N	0/00/0000		.00	.00
	505000001670000						.00	3865.00
559244 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED 2/29/2012 066402 N	9244	258706 60	EZ GO TEXTRON	3865.00
P 505000001660000	50510005199902				0/00/0000		.00	.00
	505000001670000						.00	3865.00
559245 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED 2/29/2012 066402 N	9245	258706 60	EZ GO TEXTRON	3865.00
P 505000001660000	50510005199902				0/00/0000		.00	.00
	505000001670000						.00	3865.00
559246 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED 2/29/2012 066402 N	9246	258706 60	EZ GO TEXTRON	3865.00
P 505000001660000	50510005199902				0/00/0000		.00	.00
	505000001670000						.00	3865.00
559247 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED 2/29/2012 066402 N	9247	258706 60	EZ GO TEXTRON	3865.00
P 505000001660000	50510005199902				0/00/0000		.00	.00
	505000001670000						.00	3865.00
559248 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED 2/29/2012 066402 N	9248	258706 60	EZ GO TEXTRON	3865.00
P 505000001660000	50510005199902				0/00/0000		.00	.00
	505000001670000						.00	3865.00
559249 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED 2/29/2012 066402 N	9249	258706 60	EZ GO TEXTRON	3865.00
P 505000001660000	50510005199902				0/00/0000		.00	.00
	505000001670000						.00	3865.00
559250 / 0000 / E-Z GO GOLF CART	GOLF COURSE	Y	P	PURCHASED 2/29/2012 066402 N	9250	258706 60	EZ GO TEXTRON	3865.00
P 505000001660000	50510005199902				0/00/0000		.00	.00
	505000001670000						.00	3865.00

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST, CENTER, LOCATION, DEPR EXP ACCT, ACCUM DEPR ACCT, FUNDING SOURCE	DEPR CODE	CALC TYPE	ACQUISITION: METHOD, DATE, PO NBR, NEW/USED, INVESTMENT ACCOUNT	TAG/REF#	VENDOR NBR, LIFE, PROJECT	VENDOR NAME, INS COVERAGE, SALVAGE VALUE, YTD DEPR	PURCHASE COST, CAPITAL COST, LTD DEPR, BOOK VALUE
559250 P 505000001660000	E-Z GO GOLF CART ROLLING STOCK 2782225			066402 N		.00	.00	3865.00
559251 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782226	Y	P	PURCHASED 2/29/2012 066402 N	9251	258706 60	EZ GO TEXTRON	3865.00
559252 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782227	Y	P	PURCHASED 2/29/2012 066402 N	9252	258706 60	EZ GO TEXTRON	3865.00
559253 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782228	Y	P	PURCHASED 2/29/2012 066402 N	9253	258706 60	EZ GO TEXTRON	3865.00
559254 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782229	Y	P	PURCHASED 2/29/2012 066402 N	9254	258706 60	EZ GO TEXTRON	3865.00
559255 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782230	Y	P	PURCHASED 2/29/2012 066402 N	9255	258706 60	EZ GO TEXTRON	3865.00
559256 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK 2782231	Y	P	PURCHASED 2/29/2012 066402 N	9256	258706 60	EZ GO TEXTRON	3865.00
559257 151467 P 505000001660000	/ 0000 / E-Z GO GOLF CART 12/15/2011 ACTIVE ROLLING STOCK	Y	P	PURCHASED 2/29/2012 066402	9257	258706 60	EZ GO TEXTRON	3865.00

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559257 / E-Z GO GOLF CART	50500001670000									
P 2782232	505									3865.00
559258 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9258						
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000	60	EZ GO TEXTRON	3865.00
P 2782233	50510005199902									3865.00
50500001670000	505									3865.00
559259 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9259						
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000	60	EZ GO TEXTRON	3865.00
P 2782234	50510005199902									3865.00
50500001670000	505									3865.00
559260 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9260						
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000	60	EZ GO TEXTRON	3865.00
P 2782235	50510005199902									3865.00
50500001670000	505									3865.00
559261 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9261						
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000	60	EZ GO TEXTRON	3865.00
P 2782236	50510005199902									3865.00
50500001670000	505									3865.00
559262 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9262						
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000	60	EZ GO TEXTRON	3865.00
P 2782237	50510005199902									3865.00
50500001670000	505									3865.00
559263 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9263						
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000	60	EZ GO TEXTRON	3865.00
P 2782238	50510005199902									3865.00
50500001670000	505									3865.00
559264 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	9264						
151467 / 12/15/2011	GOLF COURSE			2/29/2012	066402		0/00/0000	60	EZ GO TEXTRON	3865.00
P 2782240	50510005199902									3865.00
50500001670000	505									3865.00

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
MANUFACT STATUS	TYPE			DISPOSAL: DATE		LIFE	INS COVERAGE	CAPITAL COST
COM CODE	DEPR EXP ACCT			PO NBR		PROJECT	YTD DEPR	LTD DEPR
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED			BOOK VALUE	
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT				
559264 / 0000 / E-Z GO GOLF CART								
50500001660000								
559265 / 12/15/2011 / E-Z GO GOLF CART								
151467	ACTIVE	Y	P	2/29/2012	9265	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559266 / 0000 / E-Z GO GOLF CART								
151467	ACTIVE	Y	P	2/29/2012	9266	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559267 / 0000 / E-Z GO GOLF CART								
151467	ACTIVE	Y	P	2/29/2012	9267	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559268 / 0000 / E-Z GO GOLF CART								
151467	ACTIVE	Y	P	2/29/2012	9268	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559269 / 0000 / E-Z GO GOLF CART								
151467	ACTIVE	Y	P	2/29/2012	9269	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559270 / 0000 / E-Z GO GOLF CART								
151467	ACTIVE	Y	P	2/29/2012	9270	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00
559271 / 0000 / E-Z GO GOLF CART								
151467	ACTIVE	Y	P	2/29/2012	9271	258706	EZ GO TEXTRON	3865.00
	ROLLING STOCK			066402		60		.00
P 50500001660000				N		.00		3865.00

EXHIBIT "C"

ASSET REGISTER
 BY ASSET TYPE

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	TAG/REF#	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	TYPE	ACCUM DEPR ACCT		PO NBR		LIFE PROJECT	YTD DEPR		
COM CODE	ASSET CLS SERIAL NUMBER	FUNDING SOURCE		INVESTMENT ACCOUNT			BOOK VALUE		
ASSET ACCOUNT									
559272 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9272	258706	60	EZ GO TEXTRON		
151467 12/15/2011	GOLF COURSE			2/29/2012	60			3865.00	
ROLLING STOCK	50510005199902			066402				.00	
P 50500001660000	505			N	.00			3865.00	
559273 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9273	258706	60	EZ GO TEXTRON		
151467 12/15/2011	GOLF COURSE			2/29/2012	60			3865.00	
ROLLING STOCK	50510005199902			066402				.00	
P 50500001660000	505			N	.00			3865.00	
559274 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9274	258706	60	EZ GO TEXTRON		
151467 12/15/2011	GOLF COURSE			2/29/2012	60			3865.00	
ROLLING STOCK	50510005199902			066402				.00	
P 50500001660000	505			N	.00			3865.00	
559275 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9275	258706	60	EZ GO TEXTRON		
151467 12/15/2011	GOLF COURSE			2/29/2012	60			3865.00	
ROLLING STOCK	50510005199902			066402				.00	
P 50500001660000	505			N	.00			3865.00	
559276 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9276	258706	60	EZ GO TEXTRON		
151467 12/15/2011	GOLF COURSE			2/29/2012	60			3865.00	
ROLLING STOCK	50510005199902			066402				.00	
P 50500001660000	505			N	.00			3865.00	
559277 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9277	258706	60	EZ GO TEXTRON		
151467 12/15/2011	GOLF COURSE			2/29/2012	60			3865.00	
ROLLING STOCK	50510005199902			066402				.00	
P 50500001660000	505			N	.00			3865.00	
559278 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9278	258706	60	EZ GO TEXTRON		
151467 12/15/2011	GOLF COURSE			2/29/2012	60			3865.00	
ROLLING STOCK	50510005199902			066402				.00	
P 50500001660000	505			N	.00			3865.00	
559279 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 9279	258706	60	EZ GO TEXTRON		
151467 12/15/2011	GOLF COURSE			2/29/2012	60			3865.00	
ROLLING STOCK	50510005199902			066402				.00	
P 50500001660000	505			N	.00			3865.00	

EXHIBIT "C"

ASSET REGISTER
 BY ASSET TYPE

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	CHECK DATE	STATUS	MANUFACT TYPE	COM CODE	ASSET CLS	SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
559279 / 151467	12/15/2011	ACTIVE	ROLLING STOCK	2782255				10 00 519	Y	P	PURCHASED 2/29/2012 066402 N				0/00/0000	60			.00				3865.00
P 505000001660000								50510005199902											.00				3865.00
								505000001670000											.00				3865.00
559280 / 151467	12/15/2011	ACTIVE	ROLLING STOCK	2782256				10 00 519	Y	P	PURCHASED 2/29/2012 066402 N				0/00/0000	60	EZ GO TEXTRON		.00				3865.00
P 50500001660000								50510005199902											.00				3865.00
								505000001670000											.00				3865.00
559281 / 151467	12/15/2011	ACTIVE	ROLLING STOCK	2782257				10 00 519	Y	P	PURCHASED 2/29/2012 066402 N				0/00/0000	60	EZ GO TEXTRON		.00				3865.00
P 50500001660000								50510005199902											.00				3865.00
								505000001670000											.00				3865.00
559282 / 151467	12/15/2011	ACTIVE	ROLLING STOCK	2782258				10 00 519	Y	P	PURCHASED 2/29/2012 066402 N				0/00/0000	60	EZ GO TEXTRON		.00				3865.00
P 50500001660000								50510005199902											.00				3865.00
								505000001670000											.00				3865.00
559283 / 151467	12/15/2011	ACTIVE	ROLLING STOCK	2782259				10 00 519	Y	P	PURCHASED 2/29/2012 066402 N				0/00/0000	60	EZ GO TEXTRON		.00				3865.00
P 50500001660000								50510005199902											.00				3865.00
								505000001670000											.00				3865.00
559284 / 151467	12/15/2011	ACTIVE	ROLLING STOCK	2782260				10 00 519	Y	P	PURCHASED 2/29/2012 066402 N				0/00/0000	60	EZ GO TEXTRON		.00				3865.00
P 50500001660000								50510005199902											.00				3865.00
								505000001670000											.00				3865.00
559285 / 151467	12/15/2011	ACTIVE	ROLLING STOCK	2782261				10 00 519	Y	P	PURCHASED 2/29/2012 066402 N				0/00/0000	60	EZ GO TEXTRON		.00				3865.00
P 50500001660000								50510005199902											.00				3865.00
								505000001670000											.00				3865.00
559286 / 151467	12/15/2011	ACTIVE	ROLLING STOCK	2782262				10 00 519	Y	P	PURCHASED 2/29/2012 066402 N				0/00/0000	60	EZ GO TEXTRON		.00				3865.00
P 50500001660000								50510005199902											.00				3865.00
								505000001670000											.00				3865.00

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / STATUS	DEPR ACCT	ACCT		PO NBR	PRICE	REMA LIFE	INS COVERAGE	CAPITAL COST
COM CODE	DEPR ACCT	ACCT		INVESTMENT ACCOUNT		PROJECT	YTD DEPR	LTD DEPR
ASSET ACCOUNT	FUNDING SOURCE						BOOK VALUE	
559286	E-Z GO GOLF CART			2/29/2012	0/00/0000			.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559287	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	
151467	12/15/2011	Y	P	PURCHASED		60		3865.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559288	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	
151467	12/15/2011	Y	P	PURCHASED		60		3865.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559289	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	
151467	12/15/2011	Y	P	PURCHASED		60		3865.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559290	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	
151467	12/15/2011	Y	P	PURCHASED		60		3865.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559291	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	
151467	12/15/2011	Y	P	PURCHASED		60		3865.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559292	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	
151467	12/15/2011	Y	P	PURCHASED		60		3865.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00
559293	/ 0000 / E-Z GO GOLF CART			2/29/2012	0/00/0000	60	EZ GO TEXTRON	
151467	12/15/2011	Y	P	PURCHASED		60		3865.00
P	ACTIVE			066402				.00
50500001660000	ROLLING STOCK			N				3865.00

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	DISPOSAL: DATE METHOD PRICE	VENDOR NBR	VENDOR NAME	INS COVERAGE	PURCHASE COST
CHECK NBR / CHECK DATE	LOCATION	ACCUM DEPR ACCT	FUNDING SOURCE	DATE	INVESTMENT ACCOUNT	PROJECT	REMA LIFE	YTD DEPR	BOOK VALUE	INS COVERAGE	PURCHASE COST	CAPITAL COST
MANUFACT TYPE	STATUS	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK
COM CODE	TYPE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK
ASSET CLS	SERIAL NUMBER	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK
ASSET ACCOUNT	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE	ROLLING STOCK	ACTIVE
559293	E-Z GO GOLF CART											
P	2782270											
505000001660000												
559294	/ 0000 / E-Z GO GOLF CART											
151467	12/15/2011											
P	2782271											
505000001660000												
559295	/ 0000 / E-Z GO GOLF CART											
151467	12/15/2011											
P	2782272											
505000001660000												
559296	/ 0000 / E-Z GO GOLF CART											
151467	12/15/2011											
P	2782276											
505000001660000												
559297	/ 0000 / E-Z GO GOLF CART											
151467	12/15/2011											
P	2782277											
505000001660000												
559298	/ 0000 / E-Z GO GOLF CART											
151467	12/15/2011											
P	2782278											
505000001660000												
559299	/ 0000 / E-Z GO GOLF CART											
151467	12/15/2011											
P	2782279											
505000001660000												
559300	/ 0000 / E-Z GO GOLF CART											
151467	12/15/2011											
P	2782279											
505000001660000												

ASSET REGISTER
BY ASSET TYPE

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER LOCATION	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE PO NBR NEW/USED INVESTMENT ACCOUNT	TAG/REF#	DISPOSAL: DATE METHOD PRICE	VENDOR NBR LIFE PROJECT	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
559300 E-Z GO GOLF CART	505000001670000				N				3865.00
505000001660000									
559301 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012	9301	0/00/0000	60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902			066402					.00
P 505000001660000	505000001670000			N					3865.00
559302 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012	9302	0/00/0000	60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902			066402					.00
P 505000001660000	505000001670000			N					3865.00
559303 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012	9303	0/00/0000	60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902			066402					.00
P 505000001660000	505000001670000			N					3865.00
559304 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012	9304	0/00/0000	60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902			066402					.00
P 505000001660000	505000001670000			N					3865.00
559305 / 0000 / E-Z GO GOLF CART	10 00 519	Y	P	PURCHASED 2/29/2012	9305	0/00/0000	60	EZ GO TEXTRON	3865.00
151467 ACTIVE ROLLING STOCK	50510005199902			066402					.00
P 505000001660000	505000001670000			N					3865.00
ASSET TYPE RS	NON-DISPOSED SUBTOTALS:				DEPRECIABLE:	120 ASSETS		26,364.00	919,144.69
					NON-DEPRECIABLE:	0 ASSETS		55,741.54	530,207.73
									388,936.96
								.00	.00
								.00	.00
								.00	.00

ASSET REGISTER
 BY ASSET TYPE

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR / CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			DATE	PROJECT	SALVAGE VALUE	LTD DEPR
COM CODE	DEPR EXP ACCT			PO NBR		YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED			
ASSET ACCOUNT	FUNDING SOURCE			PRICE			
				INVESTMENT ACCOUNT			

TOTAL:

120 ASSETS

26,364.00
 55,741.54
 919,144.69
 530,207.73
 388,936.96

EXHIBIT "C"

ASSET REGISTER
BY ASSET TYPE

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GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	120 ASSETS	INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST	
						CAPITAL COST	LTD DEPR
						BOOK VALUE	
					26,364.00	919,144.69	
					55,741.54	530,207.73	
						388,936.96	
			NON-DEPRECIABLE:	0 ASSETS	.00	.00	
					.00	.00	
					.00	.00	
		TOTAL:		120 ASSETS	26,364.00	919,144.69	
					55,741.54	530,207.73	
						388,936.96	
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00	.00	
					.00	.00	
					.00	.00	
			NON-DEPRECIABLE:	0 ASSETS	.00	.00	
					.00	.00	
					.00	.00	
		TOTAL:		0 ASSETS	.00	.00	
					.00	.00	
					.00	.00	

EXHIBIT "C"

SELECTION CRITERIA:

TYPE - CE
LOCATION - 53
STATUSES - F A
CLASS - ALL CLASSES
PROJECT - ALL PROJECTS
ACQUISITION METHOD - ALL ACQUISITION METHODS
DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE
DEPARTMENT - ALL DEPARTMENTS
DIVISION - ALL DIVISIONS
ACTIVITY - ALL ACTIVITIES
PRINT MISC INFO - NO
ACQUISITION DATE - FROM 01/01/1942 TO 09/26/2012
DISPOSAL DATE - FROM EARLIEST TO LATEST

ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	MANUFACT STATUS	COM CODE	ASSET CLS	SERIAL NUMBER	ASSET ACCOUNT	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	PO NBR	NEW/USED	INVESTMENT ACCOUNT	TAG/REF#	DISPOSAL: DATE	METHOD PRICE	VENDOR NBR	REMA LIFE	VENDOR NAME	INS COVERAGE	SALVAGE VALUE	YTD DEPR	PURCHASE COST	CAPITAL COST	LTD DEPR	BOOK VALUE
535958 / 0000 / PRINTER, HP DESKJET 870CXI COLOR PRINTER						56 00 579		P	PURCHASED 9/11/1997				5958	254361	0			LOGICAL SOLUTIONS, INC.				480.00			
7833						45003005792902			022479					0/00/0000								480.00			
P 45000001660000						45000001670000			N					.00								480.00			
ASSET TYPE CE														1 ASSETS								480.00			
														DEPRECIABLE:								480.00			
														NON-DEPRECIABLE:								480.00			
														0 ASSETS								480.00			
														TOTAL:								480.00			
														1 ASSETS								480.00			

ASSET REGISTER
BY ASSET TYPE

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GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	1 ASSETS	INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
					.00	480.00
					.00	.00
					.00	480.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	1 ASSETS	.00	480.00
					.00	.00
					.00	480.00
					.00	.00
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			NON-DEPRECIABLE:	0 ASSETS	.00	.00
					.00	.00
					.00	.00
			TOTAL:	0 ASSETS	.00	.00
					.00	.00
					.00	.00

EXHIBIT "C"

Sorted: General - category

System No.	Asset Balances				Reductions				Net Book Value			
	Beginning Balance	Additions	Deletions	Ending Balance	Beq. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions		Deletion Reductions	Total Reductions	
Buildings and Improvements												
2 Roll Up Doors	2,150.00	0.00	0.00	2,150.00	943.50	SL	40.00	N/A	100.00	0.00	997.25	1,152.75
13 Pro Shop Office	2,050.00	0.00	0.00	2,050.00	845.50	SL	40.00	N/A	100.00	0.00	896.75	1,153.25
14 18 Tee Signs	7,919.18	0.00	0.00	7,919.18	7,919.18	SL	7.00	N/A	100.00	0.00	7,919.18	0.00
16 11 Ball washers	3,385.15	0.00	0.00	3,385.15	3,385.15	SL	5.00	N/A	100.00	0.00	3,385.15	0.00
17 Range Lights	5,300.00	0.00	0.00	5,300.00	4,542.84	SL	7.00	N/A	100.00	0.00	5,300.00	0.00
20 Pump	2,450.00	0.00	0.00	2,450.00	2,100.00	SL	7.00	N/A	100.00	0.00	2,450.00	0.00
22 Range Lights	1,293.25	0.00	0.00	1,293.25	1,108.50	SL	7.00	N/A	100.00	0.00	1,293.25	0.00
25 Park Benches	1,739.18	0.00	0.00	1,739.18	1,490.70	SL	20.00	N/A	100.00	0.00	1,739.18	0.00
27 Side Walks	2,736.60	0.00	0.00	2,736.60	820.98	SL	40.00	N/A	100.00	0.00	957.81	1,778.79
31 Plants Trees Parking Lot	3,875.00	0.00	0.00	3,875.00	581.28	SL	20.00	N/A	100.00	0.00	678.16	3,196.84
33 Duct Smoke detectors	1,574.32	0.00	0.00	1,574.32	472.32	SL	7.00	N/A	100.00	0.00	551.04	1,023.28
34 Restaurant Lights	1,149.72	0.00	0.00	1,149.72	698.06	SL	164.25	N/A	100.00	0.00	862.31	287.41
38 Rest. & Pro Shop Entrances	4,584.00	0.00	0.00	4,584.00	1,069.60	SL	20.00	N/A	100.00	0.00	1,298.80	3,285.20
39 Restaurant Banquet Rm Enclosure	7,250.00	0.00	0.00	7,250.00	860.94	SL	181.25	N/A	100.00	0.00	1,042.19	6,207.81
40 Cart Pathway Pavers	9,367.00	0.00	0.00	9,367.00	1,951.46	SL	20.00	N/A	100.00	0.00	2,419.81	6,947.19
43 Golf Course Drains	8,011.36	0.00	0.00	8,011.36	1,669.04	SL	400.57	N/A	100.00	0.00	2,069.61	5,941.75
44 Subtotal:	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44	0.00	0.00	0.00	0.00	33,860.49	30,974.27
Buildings and Improvements												
Less dispositions and exchanges:												
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net for: Buildings and Improvements	64,834.76	0.00	0.00	64,834.76	30,459.05	3,401.44	0.00	0.00	0.00	0.00	33,860.49	30,974.27
Improvements												
Furniture and Fixtures	749.00	0.00	0.00	749.00	749.00	SL	7.00	N/A	100.00	0.00	749.00	0.00
Furniture and Fixtures	749.00	0.00	0.00	749.00	749.00	SL	7.00	N/A	100.00	0.00	749.00	0.00

Sorted: General - category

10/01/2011 - 09/30/2012

System No.	Asset Balances				Reductions				Total Reductions	Net Book Value	
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions			
Furniture and Fixtures											
Ball Washer	1,537.00	0.00	0.00	1,537.00	1,537.00	0.00	SL	N/A	100.00	0.00	0.00
8							0.00		0.00		
Scoreboards	3,338.00	0.00	0.00	3,338.00	3,338.00	0.00	SL	N/A	100.00	0.00	0.00
9											
Podium with Loudspeaker	866.00	0.00	866.00	0.00	866.00	0.00	SL	N/A	100.00	D	0.00
10											
Bryant A/C	2,100.00	0.00	0.00	2,100.00	2,100.00	0.00	SL	N/A	100.00	0.00	0.00
11											
Projection TV	2,575.00	0.00	0.00	2,575.00	2,575.00	0.00	SL	N/A	100.00	0.00	0.00
12											
Water cooler (6)	1,763.00	0.00	0.00	1,763.00	1,763.00	0.00	SL	N/A	100.00	0.00	0.00
15											
13 Water Coolers	678.41	0.00	0.00	678.41	678.41	0.00	SL	N/A	100.00	0.00	0.00
18											
6 20 gallon Litter Baskets	950.68	0.00	0.00	950.68	950.68	0.00	SL	N/A	100.00	0.00	0.00
19											
Bar Stools	1,090.20	0.00	0.00	1,090.20	934.44	155.76	SL	N/A	100.00	0.00	0.00
23											
Freezer	1,485.67	0.00	0.00	1,485.67	1,273.44	212.23	SL	N/A	100.00	0.00	0.00
24											
Restroom Fans	1,197.06	0.00	0.00	1,197.06	1,026.06	171.00	SL	N/A	100.00	0.00	0.00
26											
Ansul Kitchen System	1,602.83	0.00	0.00	1,602.83	1,373.88	228.95	SL	N/A	100.00	0.00	0.00
30											
Kitchen Steamer	3,308.60	0.00	0.00	3,308.60	2,126.97	472.66	SL	N/A	100.00	0.00	0.00
35											
Hosiyake Ice Machine	2,480.00	0.00	0.00	2,480.00	1,623.83	354.29	SL	N/A	100.00	0.00	0.00
36											
FD100 Credit Card Machine	1,429.05	0.00	1,429.05	0.00	867.64	0.00	SL	N/A	100.00	D	0.00
37											
Rest. Mats for New Carpet	503.00	0.00	0.00	503.00	341.33	71.86	SL	N/A	100.00	0.00	0.00
41											
Trash Receptacles	1,266.00	0.00	0.00	1,266.00	723.44	180.86	SL	N/A	100.00	0.00	0.00
42											
Subtotal: Furniture and Fixtures	28,919.50	0.00	2,295.05	26,624.45	24,848.12	1,847.61	0.00	0.00	1,733.64	24,962.09	1,662.36
Less dispositions and exchanges:											
	2,295.05	0.00	2,295.05	0.00	1,733.64	0.00	0.00	0.00	1,733.64	0.00	0.00
Net for: Furniture and Fixtures	26,624.45	0.00	0.00	26,624.45	23,114.48	1,847.61	0.00	0.00	0.00	24,962.09	1,662.36
Machinery and Equipment											
24 inch Hedge Trimmer							SL	N/A	100.00		

EXHIBIT "C"

EXHIBIT "C"

Net Book Value - Depreciation

Sorted: General - category

10/01/2011 - 09/30/2012

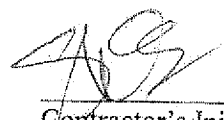
System No.	Asset Balances				Reductions				Total Reductions	Net Book Value		
	Beginning Balance	Additions	Deletions	Ending Balance	Beg. Accum. Depreciation	Current Depreciation	Sec. 179/ Bonus	Other Reductions			Deletion Reductions	
Machinery and Equipment												
1	543.00	0.00	0.00	543.00	543.00	0.00	0.00	N/A	0.00	0.00	543.00	0.00
Jacobson Pump						SL	7.00		100.00			
2	656.00	0.00	656.00	0.00	656.00	0.00	0.00	0.00	0.00	656.00	0.00	0.00
Teatic 550 Edger						SL	7.00		100.00			
3	603.00	0.00	0.00	603.00	603.00	0.00	0.00	0.00	0.00	0.00	603.00	0.00
Senior Gelf Ball Picker						SL	7.00		100.00			
4	1,712.00	0.00	0.00	1,712.00	1,712.00	0.00	0.00	0.00	0.00	0.00	1,712.00	0.00
AG Gear Box						SL	7.00		100.00			
5	697.00	0.00	697.00	0.00	697.00	0.00	0.00	0.00	0.00	697.00	0.00	0.00
Jacobson Engine						SL	7.00		100.00			
6	1,034.00	0.00	1,034.00	0.00	1,034.00	0.00	0.00	0.00	0.00	1,034.00	0.00	0.00
Compressors						SL	7.00		100.00			
21	2,980.00	0.00	0.00	2,980.00	2,554.26	425.74	0.00	0.00	0.00	0.00	2,980.00	0.00
AC compressors						SL	10.00		100.00			
28	3,023.54	0.00	0.00	3,023.54	1,814.10	302.35	0.00	0.00	0.00	0.00	2,116.45	907.09
AC Slabs						SL	20.00		100.00			
29	5,550.40	0.00	0.00	5,550.40	1,665.12	277.52	0.00	0.00	0.00	0.00	1,942.64	3,607.76
Garage door						SL	20.00		100.00			
32	3,300.00	0.00	0.00	3,300.00	990.00	165.00	0.00	0.00	0.00	0.00	1,155.00	2,145.00
Capitel Lease - Ricoh Copier MP161						SL	2.50		100.00			
45	1,298.00	0.00	0.00	1,298.00	778.80	0.00	0.00	0.00	0.00	0.00	778.80	519.20
Subtotal:	21,396.94	0.00	2,387.00	19,009.94	13,047.28	1,170.61	0.00	0.00	0.00	2,387.00	11,830.89	7,179.05
Machinery and Equipment												
Less dispositions and exchanges:												
	2,387.00	0.00	2,387.00	0.00	2,387.00	0.00	0.00	0.00	0.00	2,387.00	0.00	0.00
Net for:	19,009.94	0.00	0.00	19,009.94	10,660.28	1,170.61	0.00	0.00	0.00	0.00	11,830.89	7,179.05
Machinery and Equipment												
Subtotal:	115,151.20	0.00	4,682.05	110,469.15	68,354.45	6,419.66	0.00	0.00	0.00	4,120.64	70,653.47	39,815.68
Less dispositions and exchanges:												
	4,682.05	0.00	4,682.05	0.00	4,120.64	0.00	0.00	0.00	0.00	4,120.64	0.00	0.00
Grand Totals:	110,469.15	0.00	0.00	110,469.15	64,233.81	6,419.66	0.00	0.00	0.00	0.00	70,653.47	39,815.68

The Contractor, by executing the foregoing Agreement for Golf Course Management Services, acknowledges receipt of the following documents:

- EXHIBIT A** Request for Proposals (RFP) by the City of Port Orange dated April 2, 2012, as amended.
- EXHIBIT B** Kemper Sports Management Proposal in response to the RFP.
- EXHIBIT C** City of Port Orange Fixed Assets Inventory of the Golf Course at Cypress Head.

Supplemental Information Provided:

- Cypress Head Insurance Program Listing
- State of Florida General Records Handbook
- City of Port Orange Purchasing Policies and Procedures
- Resolution No. 12-44 relating to Golf Course fees and charges


Contractor's Initials

**CONTRACT ADDENDUM NO. 1 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 1 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to renovate the golf course during the term of the Agreement; and

WHEREAS, the Contractor's management services, previously bargained for in the Agreement, will be significantly reduced while the golf course is closed for renovations; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities; and

WHEREAS, the City deems it necessary to modify the budgeted expenses authorized during temporary golf course closure for renovation.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, agree as follows:

1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to temporarily reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement during each of the following months during calendar year 2015: May, June, July, August, September and October (the "Renovation Period") by fifty percent (50%). Beginning with November, 2015, payment of the monthly Fixed Management Fee in accordance with Section 3.A of the Agreement shall resume.
3. In addition to the day-to-day maintenance obligations set forth in the Agreement, Contractor shall be responsible for overseeing the course renovations as described in Bid #15-19 of the City of Port Orange.
4. The City hereby adopts the attached modified budget (Exhibit "A") to serve as the budget of expenses at the golf course during the six (6) month Renovation Period. In the event that the Contractor faces an unanticipated expenditure that is reasonable and necessary to carry out the provisions of this Contract Addendum or the Agreement, Contractor shall obtain prior written authorization from City Council prior to incurring the expense.
5. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
6. This Contract Addendum 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 Contract Addendum shall be deemed valid as if an original signature was delivered. No

contract shall be formed between Contractor and the City until the City signs this Contract Addendum.

7. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

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

Witnesses:

KEMPER SPORTS MANAGEMENT, INC.

Tracy Tobin
Printed Name: Tracy Tobin

By: [Signature]
Printed Name: STEVEN K. SKINNER
Title: C.E.O.

Maggie Linke
Printed Name: MAGGIE LINKE

Date: 4/27/15

Witnesses:

CITY OF PORT ORANGE

Barbara J. Abbate
Printed Name: Barbara J. Abbate

By: Allen Green
Allen Green, Mayor

Margaret T. Roberts
Printed Name: Margaret T. Roberts

Date: April 28, 2015

Witnesses:

ATTEST:

Barbara J. Abbate
Printed Name: Barbara J. Abbate
Paul H. London
Printed Name: Paul H. London

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

Date: 4/28/15

[CA #3883]

Contract Addendum Exhibit "A"

Cypress Head GC - Renovation Expenses Full Banquet renovations Summer 2015

Description	May	June	July	August	September	October	Total
Maintenance Department							
Hourly - 9 employees	12,050	12,050	12,050	12,050	12,050	12,050	72,300
Salary - Superintendant/Assistant	6,650	6,650	6,650	6,650	6,650	6,650	39,900
Payroll Benefits	3,411	3,411	3,411	3,411	3,411	3,411	20,466
Payroll - FICA	1,450	1,450	1,450	1,450	1,450	1,450	8,700
Payroll - U.C.	116	116	116	116	116	116	697
Payroll - W.C.	410	410	410	410	410	410	2,463
Payroll Expense	24,088	24,088	24,088	24,088	24,088	24,088	144,526
Course Accessories	-	-	-	-	500	1,000	1,500
Fertilizer	3,554	2,505	3,890	475	3,384	3,952	17,759
Flowers/Decor	-	-	-	-	-	3,750	3,750
Fuel	1,275	1,275	1,275	1,275	1,275	1,275	7,650
Fungicides	800	-	-	-	-	750	1,550
Herbicides	185	918	1,953	1,116	1,060	3,286	9,417
Insecticides	-	225	3,000	3,200	2,500	1,500	10,425
Sand/Topdress	1,750	-	-	-	600	-	2,350
Irrigation	125	600	125	125	1,400	350	2,725
Repair & Maint - Equipment	1,500	1,500	1,500	1,500	1,500	1,500	9,000
Equipment Lease	4,495	4,495	4,495	4,495	4,495	4,905	27,380
Utilities - Electric	157	164	224	280	328	299	1,452
Utilities - Other	2,350	1,945	1,126	1,642	1,374	1,100	9,548
Utilities - Telephone/Fax	101	101	101	101	101	101	604
Utilities - Water	197	168	168	209	370	316	1,429
Education & Training - Certifications	306	-	50	-	-	-	356
O/S - Other	-	1,900	-	-	-	-	1,900
Profession Dues - Certifications	-	-	-	200	-	-	200
Travel - Other - Car allowance	300	300	300	300	300	300	1,800
Operating Expenses	17,104	16,096	18,197	14,917	20,097	24,384	110,795
Cart Department							
Cart Staff 1/2 month prior to open	-	-	-	-	-	2,150	2,150
Payroll Benefits	-	-	-	-	-	200	200
Payroll - FICA	-	-	-	-	-	200	200
Payroll - U.C.	-	-	-	-	-	75	75
Payroll - W.C.	-	-	-	-	-	25	25
Total Payroll Expense	-	-	-	-	-	2,650	2,650
Cart Lease Payments	-	-	-	-	-	-	-
Utilities - Electric	100	100	100	100	100	100	600
Operating Expenses	100	100	100	100	100	2,750	3,250
Driving Range							
Range Revenues if open	-	-	-	-	-	-	13,500
Range Balls Expense - if open	-	-	-	5,000	-	-	5,000
Operating Expenses	-	-	-	5,000	-	-	5,000
Golf Shop Department							
Shop Staff 1/2 month prior to open	-	-	-	-	-	2,150	2,150
Payroll Benefits	-	-	-	-	-	250	250
Payroll - FICA	-	-	-	-	-	200	200
Payroll - U.C.	-	-	-	-	-	75	75
Payroll - W.C.	-	-	-	-	-	25	25
Payroll Expense	-	-	-	-	-	2,700	2,700
Retail Golf Shop Revenues if open	-	-	-	-	-	-	4,500
Merchandise Expense	525	525	525	525	525	525	3,150

G&A							
G&A Salary GM/Controller	7,751	7,751	7,751	7,751	7,751	7,751	46,504
Payroll Benefits	1,931	1,931	1,931	1,931	1,931	1,931	11,586
Payroll - FICA	593	593	593	593	593	593	3,558
Payroll - U.C.	25	25	25	25	25	25	150
Payroll - W.C.	167	167	167	167	167	167	1,000
Payroll Expense	10,466	10,466	10,466	10,466	10,466	10,466	62,798
Office Supplies	50	50	50	50	50	50	299
Alarm System	90	90	90	90	90	90	540
Computer Service	235	235	235	235	235	235	1,409
Pest Control Quarterly payment	-	285	-	-	285	-	570
Off-Site Storage	157	157	157	157	157	157	942
Utilities - Other	1,000	1,000	1,000	1,000	1,000	2,550	7,550
Utilities - Telephone/Fax	141	121	107	100	101	150	720
Bank Charges	189	188	187	198	190	137	1,089
Cell Phone	175	175	175	175	175	175	1,050
Copier/Photocopies	35	35	35	35	35	35	210
Credit Card Discounts	75	75	75	75	75	75	450
Dues & Subscriptions	-	421	-	-	40	75	536
Insurance Expense	3,569	3,453	3,733	3,733	3,733	3,317	21,537
Payroll Processing Fee	146	167	198	131	122	250	1,013
Postage/Shipping	65	65	65	65	65	65	390
Tax/Licenses/Fees	-	-	-	38	45	-	83
Travel - Other	586	144	481	1,368	418	450	3,446
Operating Expenses	6,512	6,661	6,587	7,449	6,814	7,811	41,835
F&B Department							
Salary/Hourly 1/2 month prior to open	-	-	-	-	-	6,500	6,500
Payroll Benefits	-	-	-	-	-	1,100	1,100
Payroll - FICA	-	-	-	-	-	500	500
Payroll - U.C.	-	-	-	-	-	50	50
Payroll - W.C.	-	-	-	-	-	167	167
Payroll Expense	-	-	-	-	-	8,317	8,317
Sales & Marketing Department							
Salary	1,950	1,695	1,695	3,060	3,060	3,060	14,520
Payroll Benefits	185	-	-	375	375	375	1,309
Payroll - FICA	125	-	-	234	234	234	827
Payroll - U.C.	8	-	-	8	8	8	31
Payroll - W.C.	35	-	-	65	65	65	230
Payroll Expense	2,303	1,695	1,695	3,741	3,741	3,741	16,916
Adv/Promo - Mktg/Bus Dev	1,031	700	700	7,500	10,000	15,000	34,931
Website Expense	-	2,100	-	-	-	-	2,100
Operating Expenses	1,031	2,800	700	7,500	10,000	15,000	37,031
Facility Totals							
Monthly Payroll Total	36,857	36,249	36,249	38,295	38,295	51,962	237,907
Monthly Expenses Total	25,272	26,183	26,109	35,491	37,536	50,470	201,061
Monthly Management Fees	0	0	0	7370	7370	7591	22,331
Monthly Total	62,129	62,432	62,358	81,156	83,201	110,023	461,299
Monthly Revenue							18,000
Proj. Soft Costs	59,129	59,432	59,358	78,156	80,201	107,023	443,299
*Cart Lease Payments - city payment to city	6,032	6,032	6,032	6,032	6,032	6,032	36,192

The information contained in this pro forma is based on assumptions and future events and does not take into account, nor make provision for, any rise or decline in local or general economic conditions and other circumstances that may have significant adverse effects on actual results. These projections have been prepared based on current information available. Kemper Sports cannot, and does not, warrant or guarantee the information contained in this pro forma to be a projection of actual results of the operation of this facility.

**CONTRACT ADDENDUM NO. 2 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Addendum No. 2 (hereinafter referred to as the "Contract Addendum") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to lease the Cypress Head restaurant and banquet facility to a professional restaurateur; and

WHEREAS, the Contractor has expressly authorized the City to explore all options regarding a potential lease of the restaurant and banquet facility; and

WHEREAS, with the permission of the Contractor, the City has prepared RFP 15-29 in which the City will seek proposals from prospective restaurateurs interested in leasing the restaurant and banquet facility; and

WHEREAS, the Contractor's food and beverage ("F&B") management services, previously bargained for in the Agreement, will no longer be needed if the City successfully secures a restaurateur; and

WHEREAS, the Parties desire to adjust the fixed management fee set forth in the Agreement considering the reduced management responsibilities.

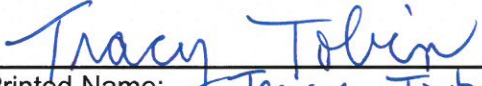
NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

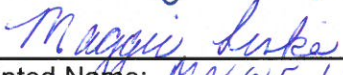
1. This Contract Addendum expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Contract Addendum shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Contractor hereby agrees to reduce that portion of its Fixed Management Fee that would otherwise be payable to Contractor in accordance with the terms of Section 3.A of the Agreement by twenty-four percent (24%) beginning November 1, 2015. Said reduction, once implemented, shall remain in effect for the remainder of the Agreement term, and any renewal term thereafter, unless otherwise modified as provided for herein. Upon execution of this Agreement by the Parties, Contractor shall no longer be responsible for the F&B management services as set forth in the Agreement. However, Contractor shall continue to advertise and market the golf course, golf tournaments, and other special events (i.e. weddings, banquets, private parties, etc.) which may include the use of the banquet facility, and shall maintain the master schedule of special events held within the banquet facility for calendaring purposes.
3. The City shall have the option, at its sole discretion, to re-engage the Contractor for F&B management services at the originally agreed upon Fixed Management Fee at any time during the term of the Agreement, upon ten (10) days written notice from the City to the Contractor.

4. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
5. This Contract Addendum 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 Contract Addendum shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Contract Addendum.
6. Each person signing this Contract Addendum warrants that he or she is duly authorized to do so and to bind the respective party to the Contract Addendum.

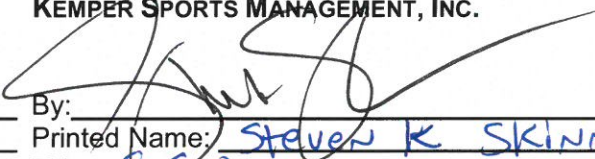
IN WITNESS WHEREOF, the parties hereto have made and executed this for the purposes herein expressed on the dates set forth below.

Witnesses:


Printed Name: Tracy Tobin


Printed Name: MAGGIE LINKE

CONTRACTOR:
KEMPER SPORTS MANAGEMENT, INC.


By: _____
Printed Name: STEVEN K SKINNER
Title: C.E.O.

Date: 8/31/15

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Allen Green, Mayor

Printed Name: _____ Date: _____

Witnesses:

ATTEST:

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

Printed Name: _____ Date: _____

[CA #4941}

**AMENDMENT AND EXTENSION OF AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Amendment and Extension of Agreement for Golf Course Management Services (hereinafter referred to as the "Amendment") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the Parties dated September 18, 2012, as amended by Addendum 1 on April 28, 2015, and as further amended by Addendum 2 on September 9, 2015 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the City desires to extend the Agreement with the Contractor for an additional three (3) year term with an option to extend for an additional two (2) year term thereafter; and

WHEREAS, the City no longer wishes to require a USGA Turf Advisory Report annually, but instead would like to be able to request a report on an as-needed basis; and

WHEREAS, the City desires to update its maintenance standards for the newly renovated greens; and

WHEREAS, the City desires to update its practices and processes as it relates to finance and accounting.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

1. This Amendment expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Amendment shall prevail. The defined terms used herein shall have the same meaning as defined in the Agreement.
2. Subsection 2.A.4. of the Agreement is hereby amended to read, in its entirety, as follows:
The Contractor shall be authorized as the City's agent to purchase goods and services from City approved vendors and contractors and in accordance with the City purchasing policies. When the Contractor elects to purchase good and/or services independent of the City's purchasing power then the Contractor shall submit the pricing and specifications to the City prior to purchase and the City shall have the right to require the Contractor to purchase goods and/or services at the best price for comparable specifications. City shall provide Contractor a list of approved vendors relative to Contractor's goods and/or services, upon Contractor's request.
3. Subsection 2.I.1. of the Agreement is hereby amended to read, in its entirety, as follows:
All Revenues generated by the Golf Course and collected by the Contractor, whether in cash, checks, money order or credit card, shall be deposited by the Contractor into an account in a bank approved by the City. Such deposit shall be made daily and no later than close of business day at the Golf Course. The Mayor and City Manager shall be approved signatories on the account.
4. Subsection 2.I.3. of the Agreement is hereby amended to read, in its entirety, as follows:
The Contractor shall bear all risk of loss including, but not limited to, damage, destruction, disappearance, theft, fraudulent or any dishonest or unlawful act, or other hazard, and

whether by Contractor's employees or any other person or entity, until such monies or other things of value have been deposited in the City's account and verified by the bank in accordance with this Agreement. Should such an event or act occur, Contractor shall notify as soon as possible the City, the Port Orange Police Department, or the agency having jurisdiction where such unlawful act occurred. The Contractor shall also prepare a report of such incident. Contractor shall notify the City of any operational changes deemed necessary by Contractor to safeguard the Golf Course monies or things of value.

5. Section 6 of the Agreement is hereby amended to read, in its entirety, as follow:

Section 6. TERM

The term of this Agreement shall commence on October 1, 2012 and expire on September 30, 2020 unless sooner terminated as provided herein. This Agreement may be renewed for an additional two (2) year period, at the City's option and with the mutual acceptance by Contractor within thirty (30) days of the City's exercise of its option; such option shall be exercised by the City, in writing, at least six (6) months prior to the expiration of the Agreement.

6. Section 20 of RFP 12-11 as set forth on pages 18-19 of Exhibit "A" to the Agreement is hereby amended to read, in its entirety, as follows:

20. Reports: Monthly reports of activities shall be submitted to the Finance Director, with a copy to the Parks and Recreation Director, by the 15th of each month. Reports can be in the form developed by the Proposer and approved by the Director of Parks and Recreation. Reports to be submitted include but are not limited to the following:

- 1) Gross Revenue Statement
- 2) Sales Tax Report
- 3) Staff Vacancies
- 4) Rounds of Golf
- 5) Expenditures Statement
- 6) Balance Sheet
- 7) Bank Reconciliation

Within ninety (90) days after each fiscal year an annual report of the golf court activities, revenues, improvements and conditions must be prepared by the Proposer for review by the City Council and will include but are not limited to the following:

- 1) Revenue Report
- 2) Capital Improvement Status
- 3) Equipment Inventory
- 4) Organizational Chart
- 5) Rounds of Golf Report
- 6) Expenditures Statement broken out by standard expenditure classifications*
- 7) Marketing Plan and Performance Report
- 8) USGA Turf Advisory Report, only upon request by the City

*Said statement shall be certified as true, accurate and complete by the Proposer, by and through a duly authorized independent Certified Public Accountant. The City may take any action necessary to monitor the progress of the contractor if deemed in the best interest of the City.

7. Section 00210 of RFP 12-11 as set forth on pages 31-37 of Exhibit "A" of the Agreement is hereby amended to remove the requirement to submit an annual USGA Green Section Turf Advisory Service Report, and replace said requirement by requiring a USGA Green Section Turf Advisory Service Report upon request by the City.
8. Section 00210 of RFP 12-11 as set forth on pages 31-37 of Exhibit "A" of the Agreement is hereby amended to establish the new maintenance standard for the greens as set forth on Exhibit "A" to this Amendment. Any conflict between the standards for green maintenance set forth in RFP 12-11 for green maintenance, and the new green maintenance standard attached hereto as Exhibit "A", shall resolve with the Contractor applying the new green maintenance standard attached hereto as **Exhibit "A"**.
9. Exhibit "C" of the Agreement is hereby replaced by the updated inventory list attached hereto as **Exhibit "B"**.
10. Except as otherwise expressly modified herein, the provisions of the Agreement shall remain in full force and effect.
11. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Amendment.
12. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party to the Amendment.

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

Witnesses:

Tracy Tobin
Printed Name: Tracy Tobin

Julie D. Voie-Arman
Printed Name: JULIE D. VOIE-ARMOUR

CONTRACTOR:

KEMPER SPORTS MANAGEMENT, INC.

By: [Signature]

Printed Name: STEVEN K. SKINNER
Title: C.E.O.

Date: 7/21/17

Witnesses:

Michelle Cusella
Printed Name: Michelle Cusella

Barbara J. Abbate
Printed Name: Barbara J. Abbate

CITY OF PORT ORANGE

By: [Signature]
Donald O. Burnette, Mayor

Date: 8/1/17

Witnesses:

Michelle Cusella
Printed Name: Michelle Cusella

Barbara J. Abbate
Printed Name: Barbara J. Abbate

ATTEST:

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

Date: 8/1/17

[CA #5859]

Cypress Head Golf Club					
GREEN'S STANDARDS OF MAINTENANCE					
	Winter	Spring	Summer	Fall	
	Dec Jan Feb	Mar April May	Jun July August Sept	Oct Novemeber	
Species/Variety-Jones Dwarf					
Target Speed	9.0-10.5	9.0-10.0	9.0-10.0	9.0-10.0	
Mowing Freq.	3X/wk.	5x/wk.	7x/wk.	5X/wk.	
Clean up cut Freq.	2x/week	2x/week	3x/week	2x/week	
Mower Type	Triplex	Triplex	Triplex	Triplex	
		Grooming Weekly until warm enough for light			
Verticutting(dethatching)/Grooming	Grooming 2x monthly	verticutting	Every 2 weeks verticutting	Grooming weekly	
Topdress	Monthly based on growth	2x/Month	following verticutting	2x/Month	
Aerification		April	June and August		
Overseeding Rate	NA	NA	NA	NA	
Ball Mark Repair Freq.	daily	daily	daily	daily	
Logo-ed Flags	Yes	Yes	Yes	Yes	
Pin Placement Rotation	Random	Random	Random	Random	
Handwatering	as needed	as needed	as needed	as needed	
Greens Rolled	2-3X/wk	3X/wk	3-4x/wk	3X/wk	
Pest/Nematode Control		as needed	as needed	as needed	
Weed Control (Post/Pre)	as needed	as needed	as needed	as needed	
	Liquid fertilisers 2x monthly+ light granular application in Feb if needed	Granular applications prior to aerification + weekly liquid applications	Granular applications prior to aerification + weekly liquid applications	Possibly one final granular application if needed + liquid fertilisers biweekly	
Fertility	as needed			as needed	
Pigment					
Growth Regulator	as temperatures dictate	weekly applications	weekly applications	as temperatures dictate	

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ASSET REGISTER
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Exhibit "B"

PAGE 1

SELECTION CRITERIA:

TYPE - ALL TYPE CODES
LOCATION - ALL LOCATIONS
STATUSES - A F
CLASS - ALL CLASSES
PROJECT - ALL PROJECTS
ACQUISITION METHOD - ALL ACQUISITION METHODS
DEPRECIABLE - BOTH DEPRECIABLE & NON-DEPRECIABLE
DEPARTMENT - 53
DIVISION - ALL DIVISIONS
ACTIVITY - ALL ACTIVITIES
PRINT MISC INFO - NO
ACQUISITION DATE - FROM EARLIEST TO LATEST
DISPOSAL DATE - FROM EARLIEST TO LATEST

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR LIFE	REMA LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
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COM CODE TYPE	DEPR EXP ACCT				NEW/USED	PRICE					BOOK VALUE
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ASSET ACCOUNT	FUNDING SOURCE										
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174745 11/25/2015	GOLF COURSE			11/25/2015	0/00/0000		60	49		.00	5043.84
ACTIVE	50510005199902			070449						.00	
ROLLING STOCK	50500001670000			N					924.70		924.70
P 3171063	505										4119.14
50500001660000											
539760 / 0000 / EZ GO GAS BEVERAGE CART	53 00 519	Y	P	9760	258706				EZ GO TEXTRON		
174745 11/25/2015	GOLF COURSE			11/25/2015	0/00/0000		60	49		.00	15984.40
ACTIVE	50510005199902			070449						.00	
ROLLING STOCK	50500001670000			N					2930.47		2930.47
P 3170501	505										13053.93
50500001660000											
539761 / 0000 / EZ GO GAS GOLF CART	53 00 519	Y	P	9761	258706				EZ GO TEXTRON		
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ROLLING STOCK	50500001670000			N					924.70		924.70
P 3171062	505										4119.14
50500001660000											
539798 / 0000 / 2016 KUBOTA L3901 TRACTOR	53 00 519	Y	P	9798	259351				RIDGE EQUIPMENT CO. INC.		
176367 3/16/2016	GOLF COURSE			3/30/2016	0/00/0000		60	53		.00	30822.00
ACTIVE	50510005199902			071069						.00	
EQUIPMENT (DEPRECIABLE)	50500001670000			N					3595.90		3595.90
P 60073	505										27226.10
50500001660000											
539799 / 0000 / 2016 TORO PROPASS 200 SPREADER	53 00 519	Y	P	9799	259088				WESCO TURF INC		
176752 3/30/2016	GOLF COURSE			3/30/2016	0/00/0000		60	53		.00	12813.01
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P 316000119	505										11318.16
50500001660000											
539841 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9841	258706				EZ GO TEXTRON		
174745 11/25/2015	GOLF COURSE			11/25/2015	0/00/0000		60	49		.00	2122.23
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ROLLING STOCK	50500001670000			N					389.07		389.07
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ROLLING STOCK	50500001670000			N					389.07		389.07
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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR LIFE REM	VENDOR NAME INS COVERAGE	PURCHASE COST
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ASSET ACCOUNT									
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P	EZGDZ0AFCG3171789	50500001670000			N			.00	1733.16
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	ACTIVE	GOLF COURSE			11/25/2015			.00	
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50500001660000		505							

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ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR	NBR	VENDOR NAME	PURCHASE COST
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COM CODE	TYPE		DEPR EXP ACCT			PO NBR	METHOD		YTD DEPR	BOOK VALUE
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539855	/ 0000 / EZ GO GOLF CART		53 00 519	Y	P	11/25/2015	0/00/0000	49	EZ GO TEXTRON	2122.22
174745	11/25/2015		GOLF COURSE			070449		60	.00	.00
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	ACTIVE									

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR LIFE REM LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION				PO NBR	PRICE	PROJECT	YTD DEPR		
COM CODE TYPE	DEPR EXP ACCT				NEW/USED					
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT				INVESTMENT ACCOUNT					
ASSET ACCOUNT	FUNDING SOURCE									BOOK VALUE
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50500001660000		505								
539859	/ 0000 / EZ GO GOLF CART									
174745	11/25/2015	53 00 519	Y	P	9859	258706	49	EZ GO TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	2122.22
	ROLLING STOCK	50510005199902			070449			389.07	.00	389.07
P	EZGDZ0AFEG3171802	50500001670000			N			.00		1733.15
50500001660000		505								
539860	/ 0000 / EZ GO GOLF CART									
174745	11/25/2015	53 00 519	Y	P	9860	258706	49	EZ GO TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	2122.23
	ROLLING STOCK	50510005199902			070449			389.07	.00	389.07
P	EZGDZ0AFEG3171785	50500001670000			N			.00		1733.16
50500001660000		505								
539861	/ 0000 / EZ GO GOLF CART									
174745	11/25/2015	53 00 519	Y	P	9861	258706	49	EZ GO TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	2122.22
	ROLLING STOCK	50510005199902			070449			389.07	.00	389.07
P	EZGDZ0AFEG3171800	50500001670000			N			.00		1733.15
50500001660000		505								
539862	/ 0000 / EZ GO GOLF CART									
174745	11/25/2015	53 00 519	Y	P	9862	258706	49	EZ GO TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	2122.23
	ROLLING STOCK	50510005199902			070449			389.07	.00	389.07
P	EZGDZ0AFEG3171783	50500001670000			N			.00		1733.16
50500001660000		505								
539863	/ 0000 / EZ GO GOLF CART									
174745	11/25/2015	53 00 519	Y	P	9863	258706	49	EZ GO TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	2122.22
	ROLLING STOCK	50510005199902			070449			389.07	.00	389.07
P	EZGDZ0AFEG3171801	50500001670000			N			.00		1733.15
50500001660000		505								
539864	/ 0000 / EZ GO GOLF CART									
174745	11/25/2015	53 00 519	Y	P	9864	258706	49	EZ GO TEXTRON		
	ACTIVE	GOLF COURSE			11/25/2015	0/00/0000			.00	2122.23
	ROLLING STOCK	50510005199902			070449			389.07	.00	389.07

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION				PO NBR	METHOD	PROJECT	SALVAGE VALUE	LTD DEPR	CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT				NEW/USED	PRICE		YTD DEPR		BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT				INVESTMENT ACCOUNT					
ASSET ACCOUNT	FUNDING SOURCE									
539864 / EZ GO GOLF CART	50500001670000									
P 174745 11/25/2015	53 00 519	Y	P	9865	11/25/2015	0/00/0000	258706 60	EZ GO TEXTRON	.00	2122.23
ROLLING STOCK	50510005199902				070449			389.07		389.07
EZGDZ0AFAG3171799	50500001670000				N		.00			1733.16
539866 / EZ GO GOLF CART	50500001670000									
P 174745 11/25/2015	53 00 519	Y	P	9866	11/25/2015	0/00/0000	258706 60	EZ GO TEXTRON	.00	2122.23
ROLLING STOCK	50510005199902				070449			389.07		389.07
EZGDZ0AFPG3171794	50500001670000				N		.00			1733.16
539867 / EZ GO GOLF CART	50500001670000									
P 174745 11/25/2015	53 00 519	Y	P	9867	11/25/2015	0/00/0000	258706 60	EZ GO TEXTRON	.00	2122.22
ROLLING STOCK	50510005199902				070449			389.07		389.07
EZGDZ0AFUG3171779	50500001670000				N		.00			1733.15
539868 / EZ GO GOLF CART	50500001670000									
P 174745 11/25/2015	53 00 519	Y	P	9868	11/25/2015	0/00/0000	258706 60	EZ GO TEXTRON	.00	2122.22
ROLLING STOCK	50510005199902				070449			389.07		389.07
EZGDZ0AFEG3171791	50500001670000				N		.00			1733.15
539869 / EZ GO GOLF CART	50500001670000									
P 174745 11/25/2015	53 00 519	Y	P	9869	11/25/2015	0/00/0000	258706 60	EZ GO TEXTRON	.00	2122.23
ROLLING STOCK	50510005199902				070449			389.07		389.07
EZGDZ0AFLG3171769	50500001670000				N		.00			1733.16
539870 / EZ GO GOLF CART	50500001670000									
P 174745 11/25/2015	53 00 519	Y	P	9870	11/25/2015	0/00/0000	258706 60	EZ GO TEXTRON	.00	2122.23
ROLLING STOCK	50510005199902				070449			389.07		389.07
EZGDZ0AFEG3171788	50500001670000				N		.00			1733.16
539871 / EZ GO GOLF CART	50500001670000									
P 174745 11/25/2015	53 00 519	Y	P	9871	11/25/2015	0/00/0000	258706 60	EZ GO TEXTRON	.00	2122.22
ROLLING STOCK	50510005199902				070449			389.07		389.07
EZGDZ0AFKG3171778	50500001670000				N		.00			1733.15

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ASSET NBR	IMPROVEMENT NBR	DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR	CHECK DATE	STATUS	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE	INS COVERAGE	CAPITAL COST
COM CODE	TYPE		LOCATION			DATE	REMA	SALVAGE VALUE	LTD DEPR
ASSET CLS	SERIAL NUMBER		DEPR EXP ACCT			PO NBR	PRICE	YTD DEPR	BOOK VALUE
ASSET ACCOUNT			ACCUM DEPR ACCT			NEW/USED	INVESTMENT ACCOUNT		
539871	/	EZ GO GOLF CART	505						
50500001660000									
539872	/	0000 / EZ GO GOLF CART	53 00 519	Y	P	9872	258706	EZ GO TEXTRON	2122.22
174745	11/25/2015	ACTIVE	GOLF COURSE			11/25/2015	60	.00	.00
		ROLLING STOCK	50510005199902			070449	0/00/0000	389.07	389.07
P		EZGDZ0AFKG3171775	50500001670000			N	.00		1733.15
50500001660000			505						
539873	/	0000 / EZ GO GOLF CART	53 00 519	Y	P	9873	258706	EZ GO TEXTRON	2122.23
174745	11/25/2015	ACTIVE	GOLF COURSE			11/25/2015	60	.00	.00
		ROLLING STOCK	50510005199902			070449	0/00/0000	389.07	389.07
P		EZGDZ0AFVG3171784	50500001670000			N	.00		1733.16
50500001660000			505						
539874	/	0000 / EZ GO GOLF CART	53 00 519	Y	P	9874	258706	EZ GO TEXTRON	2122.23
174745	11/25/2015	ACTIVE	GOLF COURSE			11/25/2015	60	.00	.00
		ROLLING STOCK	50510005199902			070449	0/00/0000	389.07	389.07
P		EZGDZ0AFVG3171749	50500001670000			N	.00		1733.16
50500001660000			505						
539875	/	0000 / EZ GO GOLF CART	53 00 519	Y	P	9875	258706	EZ GO TEXTRON	2122.23
174745	11/25/2015	ACTIVE	GOLF COURSE			11/25/2015	60	.00	.00
		ROLLING STOCK	50510005199902			070449	0/00/0000	389.07	389.07
P		EZGDZ0AFVG3171735	50500001670000			N	.00		1733.16
50500001660000			505						
539876	/	0000 / EZ GO GOLF CART	53 00 519	Y	P	9876	258706	EZ GO TEXTRON	2122.22
174745	11/25/2015	ACTIVE	GOLF COURSE			11/25/2015	60	.00	.00
		ROLLING STOCK	50510005199902			070449	0/00/0000	389.07	389.07
P		EZGDZ0AFVG3171772	50500001670000			N	.00		1733.15
50500001660000			505						
539877	/	0000 / EZ GO GOLF CART	53 00 519	Y	P	9877	258706	EZ GO TEXTRON	2122.23
174745	11/25/2015	ACTIVE	GOLF COURSE			11/25/2015	60	.00	.00
		ROLLING STOCK	50510005199902			070449	0/00/0000	389.07	389.07
P		EZGDZ0AFVG3171748	50500001670000			N	.00		1733.16
50500001660000			505						
539878	/	0000 / EZ GO GOLF CART	53 00 519	Y	P	9878	258706	EZ GO TEXTRON	2122.22
174745	11/25/2015	ACTIVE	GOLF COURSE			11/25/2015	60	.00	.00
		ROLLING STOCK	50510005199902			070449	0/00/0000	389.07	389.07
P		EZGDZ0AFVG3171757	50500001670000			N	.00		1733.15
50500001660000			505						

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MANUFACT STATUS	LOCATION									
COM CODE TYPE	DEPR EXP ACCT				PO NBR	METHOD	PROJECT	YTD DEPR	LTD DEPR	CAPITAL COST
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT				NEW/USED	PRICE				BOOK VALUE
ASSET ACCOUNT	FUNDING SOURCE				INVESTMENT ACCOUNT					
539879 / 0000 / EZ GO GOLF CART 174745 11/25/2015 ACTIVE ROLLING STOCK EZGDZ0AFAG3171740 P 50500001660000	53 00 519 GOLF COURSE 50510005199902 50500001670000 505	Y	P	9879	11/25/2015 070449 N	0/00/0000 . .	258706 60 49	EZ GO TEXTRON .00 389.07		2122.22 .00 389.07 1733.15
539880 / 0000 / EZ GO GOLF CART 174745 11/25/2015 ACTIVE ROLLING STOCK EZGDZ0AFHG3171756 P 50500001660000	53 00 519 GOLF COURSE 50510005199902 50500001670000 505	Y	P	9880	11/25/2015 070449 N	0/00/0000 . .	258706 60 49	EZ GO TEXTRON .00 389.07		2122.23 .00 389.07 1733.16
539881 / 0000 / EZ GO GOLF CART 174745 11/25/2015 ACTIVE ROLLING STOCK EZGDZ0AFVG3171753 P 50500001660000	53 00 519 GOLF COURSE 50510005199902 50500001670000 505	Y	P	9881	11/25/2015 070449 N	0/00/0000 . .	258706 60 49	EZ GO TEXTRON .00 389.07		2122.23 .00 389.07 1733.16
539882 / 0000 / EZ GO GOLF CART 174745 11/25/2015 ACTIVE ROLLING STOCK EZGDZ0AFLG3171755 P 50500001660000	53 00 519 GOLF COURSE 50510005199902 50500001670000 505	Y	P	9882	11/25/2015 070449 N	0/00/0000 . .	258706 60 49	EZ GO TEXTRON .00 389.07		2122.23 .00 389.07 1733.16
539883 / 0000 / EZ GO GOLF CART 174745 11/25/2015 ACTIVE ROLLING STOCK EZGDZ0AFLG3171741 P 50500001660000	53 00 519 GOLF COURSE 50510005199902 50500001670000 505	Y	P	9883	11/25/2015 070449 N	0/00/0000 . .	258706 60 49	EZ GO TEXTRON .00 389.07		2122.23 .00 389.07 1733.16
539884 / 0000 / EZ GO GOLF CART 174745 11/25/2015 ACTIVE ROLLING STOCK EZGDZ0AFVG3171798 P 50500001660000	53 00 519 GOLF COURSE 50510005199902 50500001670000 505	Y	P	9884	11/25/2015 070449 N	0/00/0000 . .	258706 60 49	EZ GO TEXTRON .00 389.07		2122.23 .00 389.07 1733.16
539885 / 0000 / EZ GO GOLF CART 174745 11/25/2015 ACTIVE ROLLING STOCK EZGDZ0AFHG3171787 P 50500001660000	53 00 519 GOLF COURSE 50510005199902 50500001670000 505	Y	P	9885	11/25/2015 070449 N	0/00/0000 . .	258706 60 49	EZ GO TEXTRON .00 389.07		2122.23 .00 389.07 1733.16
539886 / 0000 / EZ GO GOLF CART				9886			258706	EZ GO TEXTRON		

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR LIFE	NBR REM LIFE	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION				PO NBR	METHOD	PROJECT		YTD DEPR		CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT				NEW/USED	PRICE					LTD DEPR
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT				INVESTMENT ACCOUNT						BOOK VALUE
ASSET ACCOUNT	FUNDING SOURCE										
539886 / 174745 / EZ GO GOLF CART	53 00 519	Y	P	9887	11/25/2015	0/00/0000	60	49	EZ GO TEXTRON	.00	2122.23
CHECK NBR 11/25/2015	GOLF COURSE				070449					.00	.00
MANUFACT ACTIVE	50510005199902				N				389.07		389.07
COM CODE ROLLING STOCK	50500001670000										1733.16
ASSET CLS 50500001660000	505										
539887 / 174745 / EZ GO GOLF CART	53 00 519	Y	P	9887	11/25/2015	0/00/0000	60	49	EZ GO TEXTRON	.00	2122.23
CHECK NBR 11/25/2015	GOLF COURSE				070449					.00	.00
MANUFACT ACTIVE	50510005199902				N				389.07		389.07
COM CODE ROLLING STOCK	50500001670000										1733.16
ASSET CLS 50500001660000	505										
539888 / 174745 / EZ GO GOLF CART	53 00 519	Y	P	9888	11/25/2015	0/00/0000	60	49	EZ GO TEXTRON	.00	2122.22
CHECK NBR 11/25/2015	GOLF COURSE				070449					.00	.00
MANUFACT ACTIVE	50510005199902				N				389.07		389.07
COM CODE ROLLING STOCK	50500001670000										1733.15
ASSET CLS 50500001660000	505										
539889 / 174745 / EZ GO GOLF CART	53 00 519	Y	P	9889	11/25/2015	0/00/0000	60	49	EZ GO TEXTRON	.00	2122.23
CHECK NBR 11/25/2015	GOLF COURSE				070449					.00	.00
MANUFACT ACTIVE	50510005199902				N				389.07		389.07
COM CODE ROLLING STOCK	50500001670000										1733.16
ASSET CLS 50500001660000	505										
539890 / 174745 / EZ GO GOLF CART	53 00 519	Y	P	9890	11/25/2015	0/00/0000	60	49	EZ GO TEXTRON	.00	2122.23
CHECK NBR 11/25/2015	GOLF COURSE				070449					.00	.00
MANUFACT ACTIVE	50510005199902				N				389.07		389.07
COM CODE ROLLING STOCK	50500001670000										1733.16
ASSET CLS 50500001660000	505										
539891 / 174745 / EZ GO GOLF CART	53 00 519	Y	P	9891	11/25/2015	0/00/0000	60	49	EZ GO TEXTRON	.00	2122.22
CHECK NBR 11/25/2015	GOLF COURSE				070449					.00	.00
MANUFACT ACTIVE	50510005199902				N				389.07		389.07
COM CODE ROLLING STOCK	50500001670000										1733.15
ASSET CLS 50500001660000	505										
539892 / 174745 / EZ GO GOLF CART	53 00 519	Y	P	9892	11/25/2015	0/00/0000	60	49	EZ GO TEXTRON	.00	2122.22
CHECK NBR 11/25/2015	GOLF COURSE				070449					.00	.00
MANUFACT ACTIVE	50510005199902				N				389.07		389.07
COM CODE ROLLING STOCK	50500001670000										1733.15
ASSET CLS 50500001660000	505										
539893 / 174745 / EZ GO GOLF CART	53 00 519	Y	P	9893			60	49	EZ GO TEXTRON	.00	2122.23

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: DEPR CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER CODE TYPE	ACQUISITION: METHOD DATE	LIFE REM	INS COVERAGE	CAPITAL COST
COM CODE TYPE	LOCATION	DISPOSAL: DATE	LIFE	SALVAGE VALUE	LTD DEPR
ASSET CLS SERIAL NUMBER	DEPR EXP ACCT	PO NBR	PROJECT	YTD DEPR	BOOK VALUE
ASSET ACCOUNT	ACCUM DEPR ACCT	NEW/USED PRICE			
	FUNDING SOURCE	INVESTMENT ACCOUNT			
539893 / 0000 / EZ GO GOLF CART	53 00 519 Y P	11/25/2015 0/00/0000	258706 60 49	EZ GO GOLF CART	2122.23
ACTIVE	GOLF COURSE	11/25/2015 0/00/0000	60 49	389.07	389.07
ROLLING STOCK	505100005199902	070449			1733.16
EZGDZ0AFHG3171752	50500001670000	N	.00		
50500001660000	505				
539894 / 0000 / EZ GO GOLF CART	53 00 519 Y P	11/25/2015 0/00/0000	258706 60 49	EZ GO TEXTRON	2122.23
174745 11/25/2015	GOLF COURSE	11/25/2015 0/00/0000	60 49	389.07	389.07
ACTIVE	505100005199902	070449			1733.16
ROLLING STOCK	50500001670000	N	.00		
EZGDZ0AFHG3171739	505				
50500001660000	505				
539895 / 0000 / EZ GO GOLF CART	53 00 519 Y P	11/25/2015 0/00/0000	258706 60 49	EZ GO TEXTRON	2122.22
174745 11/25/2015	GOLF COURSE	11/25/2015 0/00/0000	60 49	389.07	389.07
ACTIVE	505100005199902	070449			1733.15
ROLLING STOCK	50500001670000	N	.00		
EZGDZ0AFHG3171773	505				
50500001660000	505				
539896 / 0000 / EZ GO GOLF CART	53 00 519 Y P	11/25/2015 0/00/0000	258706 60 49	EZ GO TEXTRON	2122.23
174745 11/25/2015	GOLF COURSE	11/25/2015 0/00/0000	60 49	389.07	389.07
ACTIVE	505100005199902	070449			1733.16
ROLLING STOCK	50500001670000	N	.00		
EZGDZ0AFHG3171771	505				
50500001660000	505				
539897 / 0000 / EZ GO GOLF CART	53 00 519 Y P	11/25/2015 0/00/0000	258706 60 49	EZ GO TEXTRON	2122.23
174745 11/25/2015	GOLF COURSE	11/25/2015 0/00/0000	60 49	389.07	389.07
ACTIVE	505100005199902	070449			1733.16
ROLLING STOCK	50500001670000	N	.00		
EZGDZ0AFHG3171734	505				
50500001660000	505				
539898 / 0000 / EZ GO GOLF CART	53 00 519 Y P	11/25/2015 0/00/0000	258706 60 49	EZ GO TEXTRON	2122.23
174745 11/25/2015	GOLF COURSE	11/25/2015 0/00/0000	60 49	389.07	389.07
ACTIVE	505100005199902	070449			1733.16
ROLLING STOCK	50500001670000	N	.00		
EZGDZ0AFHG3171750	505				
50500001660000	505				
539899 / 0000 / EZ GO GOLF CART	53 00 519 Y P	11/25/2015 0/00/0000	258706 60 49	EZ GO TEXTRON	2122.22
174745 11/25/2015	GOLF COURSE	11/25/2015 0/00/0000	60 49	389.07	389.07
ACTIVE	505100005199902	070449			1733.15
ROLLING STOCK	50500001670000	N	.00		
EZGDZ0AFHG3171768	505				
50500001660000	505				
539900 / 0000 / EZ GO GOLF CART	53 00 519 Y P	11/25/2015 0/00/0000	258706 60 49	EZ GO TEXTRON	2122.23
174745 11/25/2015	GOLF COURSE	11/25/2015 0/00/0000	60 49	389.07	389.07
ACTIVE					1733.16

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MANUFACT STATUS	LOCATION				DATE	DATE	PROJECT	SALVAGE VALUE		CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT				PO NBR	METHOD		YTD DEPR		LTD DEPR
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT				NEW/USED	PRICE				BOOK VALUE
ASSET ACCOUNT	FUNDING SOURCE				INVESTMENT ACCOUNT					
539900 / EZ GO GOLF CART	50510005199902				070449			389.07		389.07
ROLLING STOCK	50500001670000				N					1733.16
P 50500001660000	505							.00		
539903 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9903	11/25/2015	0/00/0000	258706 60	49	EZ GO TEXTRON	2122.22
174745 ACTIVE	GOLF COURSE				070449			.00		.00
ROLLING STOCK	50510005199902							389.07		389.07
P 50500001660000	50500001670000				N			.00		1733.15
EZGDZ0AFVG3171795	505									
539904 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9904	11/25/2015	0/00/0000	258706 60	49	EZ GO TEXTRON	2122.22
174745 ACTIVE	GOLF COURSE				070449			.00		.00
ROLLING STOCK	50510005199902							389.07		389.07
P 50500001660000	50500001670000				N			.00		1733.15
EZGDZ0AFVG3171767	505									
539905 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9905	11/25/2015	0/00/0000	258706 60	49	EZ GO TEXTRON	2122.23
174745 ACTIVE	GOLF COURSE				070449			.00		.00
ROLLING STOCK	50510005199902							389.07		389.07
P 50500001660000	50500001670000				N			.00		1733.16
EZGDZ0AFVG3171790	505									
539906 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9906	11/25/2015	0/00/0000	258706 60	49	EZ GO TEXTRON	2122.22
174745 ACTIVE	GOLF COURSE				070449			.00		.00
ROLLING STOCK	50510005199902							389.07		389.07
P 50500001660000	50500001670000				N			.00		1733.15
EZGDZ0AFVG3171786	505									
539907 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9907	11/25/2015	0/00/0000	258706 60	49	EZ GO TEXTRON	2122.23
174745 ACTIVE	GOLF COURSE				070449			.00		.00
ROLLING STOCK	50510005199902							389.07		389.07
P 50500001660000	50500001670000				N			.00		1733.16
EZGDZ0AFVG3171782	505									
539908 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9908	11/25/2015	0/00/0000	258706 60	49	EZ GO TEXTRON	2122.23
174745 ACTIVE	GOLF COURSE				070449			.00		.00
ROLLING STOCK	50510005199902							389.07		389.07
P 50500001660000	50500001670000				N			.00		1733.16
EZGDZ0AFAG3171754	505									
539909 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9909	11/25/2015	0/00/0000	258706 60	49	EZ GO TEXTRON	2122.22
174745 ACTIVE	GOLF COURSE				070449			.00		.00
ROLLING STOCK	50510005199902							389.07		389.07

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR LIFE REM	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION				DATE	DATE	PROJECT	YTD DEPR	SALVAGE VALUE	CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT				PO NBR	METHOD				LTD DEPR
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT				NEW/USED	PRICE				BOOK VALUE
ASSET ACCOUNT	FUNDING SOURCE				INVESTMENT ACCOUNT					
539909 EZ GO GOLF CART	50500001670000				N	.00				1733.15
P EZGDZ0AFPG3171780	505									
539911 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9911	11/25/2015	0/00/0000	258706 60 49	EZ GO TEXTRON	.00	2122.23
174745 ACTIVE	GOLF COURSE				11/25/2015				.00	.00
P ROLLING STOCK	50510005199902				070449				389.07	389.07
EZGDZ0AFPG3171758	50500001670000				N	.00				1733.16
50500001660000	505									
539912 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9912	11/25/2015	0/00/0000	258706 60 49	EZ GO TEXTRON	.00	2122.23
174745 ACTIVE	GOLF COURSE				11/25/2015				.00	.00
P ROLLING STOCK	50510005199902				070449				389.07	389.07
EZGDZ0AFTG3171745	50500001670000				N	.00				1733.16
50500001660000	505									
539913 / 0000 / EZ GO GOLF CART	53 00 519	Y	P	9913	11/25/2015	0/00/0000	258706 60 49	EZ GO TEXTRON	.00	2122.23
174745 ACTIVE	GOLF COURSE				11/25/2015				.00	.00
P ROLLING STOCK	50510005199902				070449				389.07	389.07
EZGDZ0AFVG3171770	50500001670000				N	.00				1733.16
50500001660000	505									
559530 / 0000 / JOHN DEERE PROGATOR 2014	53 00 519	Y	P	9530	5/16/2014	0/00/0000	251937 60 31	JOHN DEERE COMPANY	.00	18993.84
165859 ACTIVE	GOLF COURSE				5/16/2014				.00	.00
P ROLLING STOCK	50510005199902				069140				3798.77	9180.35
ITC202ATEET075165	50500001670000				N	.00				9813.49
50500001660000	505									
559531 / 0000 / JOHN DEERE HD200 SPRAYER	53 00 519	Y	P	9531	5/16/2014	0/00/0000	251937 60 31	JOHN DEERE COMPANY	.00	9121.76
165859 ACTIVE	GOLF COURSE				5/16/2014				.00	.00
P ROLLING STOCK	50510005199902				069140				1824.35	4408.84
ITC200GXEDT070299	50500001670000				N	.00				4712.92
50500001660000	505									
559532 / 0000 / JOHN DEERE 2500B GREENS MOWER 2014	53 00 519	Y	P	9532	5/16/2014	0/00/0000	251937 60 31	JOHN DEERE COMPANY	.00	30759.82
165859 ACTIVE	GOLF COURSE				5/16/2014				.00	.00
P ROLLING STOCK	50510005199902				069140				6151.96	14867.23
ITC250BDPET080092	50500001670000				N	.00				15892.59
50500001660000	505									
559533 / 0000 / JOHN DEERE 2500B GREENS MOWER 2014	53 00 519	Y	P	9533	5/16/2014	0/00/0000	251937 60 31	JOHN DEERE COMPANY	.00	30759.82
165859 ACTIVE	GOLF COURSE				5/16/2014				.00	.00
P ROLLING STOCK	50510005199902				069140				6151.96	14867.23
ITC250BDKET080093	50500001670000				N	.00				15892.59
50500001660000	505									

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: DEPR CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER CODE TYPE	ACQUISITION: METHOD DATE	LIFE REM	INS COVERAGE	CAPITAL COST
COM CODE TYPE	LOCATION	DISPOSAL: DATE	LIFE	SALVAGE VALUE	LTD DEPR
ASSET CLS SERIAL NUMBER	DEPR EXP ACCT	PO NBR	PROJECT	YTD DEPR	BOOK VALUE
ASSET ACCOUNT	ACCUM DEPR ACCT	NEW/USED			
	FUNDING SOURCE	INVESTMENT ACCOUNT			
559533 JOHN DEERE 2500B GREENS MOWER 2014					
50500001660000	505				
559559 / 0000 / 2015 JOHN DEERE GATOR TE UTILITY		9559	251937	JOHN DEERE COMPANY	
170541 3/10/2015	53 00 519 Y	PURCHASED	60		9612.22
ACTIVE	GOLF COURSE	2/06/2015		.00	.00
ROLLING STOCK	50510005199902	069942		1922.44	3204.06
1MOT145ETFM100039	50500001670000	N		.00	6408.16
50500001660000	505				
559560 / 0000 / 2015 JOHN DEERE GATOR TE UTILITY		9560	251937	JOHN DEERE COMPANY	
170541 3/10/2015	53 00 519 Y	PURCHASED	60		9612.22
ACTIVE	GOLF COURSE	2/06/2015		.00	.00
ROLLING STOCK	50510005199902	069942		1922.44	3204.06
1MOT145ETFM100041	50500001670000	N		.00	6408.16
50500001660000	505				
559601 / 0000 / 2015 JOHN DEERE GATOR TS		9601	251937	JOHN DEERE COMPANY	
171075 4/10/2015	53 00 519 Y	PURCHASED	60		7129.90
ACTIVE	PARKS	2/06/2015		.00	.00
ROLLING STOCK	50510005199902	069943		1425.98	2376.63
1MO4X2SJTFM100520	50500001670000	N		.00	4753.27
50500001660000	505				
559604 / 0000 / 2015 TORO PROFORCE DEBRIS BLOWER		9604	259088	WESCO TURF INC	
171189 4/16/2015	53 00 519 Y	PURCHASED	60		6745.81
ACTIVE	GOLF COURSE	3/16/2015		.00	.00
EQUIPMENT (DEPRECIABLE)	50510005199902	069951		1349.16	2136.17
315000165	50500001670000	N		.00	4609.64
50500001660000	505				
559845 / 0000 / EZ GO GOLF CART		9902	258706	EZ GO TEXTRON	
174745 11/25/2015	53 00 519 Y	PURCHASED	60		2122.22
ACTIVE	GOLF COURSE	11/25/2015		.00	.00
ROLLING STOCK	50510005199902	070449		389.07	389.07
EZGDZ0AFCG3171744	50500001670000	N		.00	1733.15
50500001660000	505				
559901 / 0000 / EZ GO GOLF CART		9901	258706	EZ GO TEXTRON	
174745 11/25/2015	53 00 519 Y	PURCHASED	60		2122.22
ACTIVE	GOLF COURSE	11/25/2015		.00	.00
ROLLING STOCK	50510005199902	070449		389.07	389.07
EZGDZ0AFCG3171797	50500001670000	N		.00	1733.15
50500001660000	505				
559902 / 0000 / EZ GO GOLF CART		9902	258706	EZ GO TEXTRON	
174745 11/25/2015	53 00 519 Y	PURCHASED	60		2122.22
ACTIVE	GOLF COURSE	11/25/2015		.00	.00
ROLLING STOCK	50510005199902	070449		389.07	389.07
EZGDZ0AFCG3171744	50500001670000	N		.00	1733.15
50500001660000	505				

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION						TAG/REF#	VENDOR NBR LIFE REM LIFE	VENDOR NAME INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR CODE	CALC TYPE	ACQUISITION: METHOD DATE	DISPOSAL: DATE METHOD	PROJECT		
MANUFACT STATUS	COM CODE	LOCATION	TYPE	FUNDING SOURCE	PO NBR NEW/USED INVESTMENT ACCOUNT	PRICE			
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT							
ASSET ACCOUNT		ACCUM DEPR ACCT							
939870	/ 0000 / EZ GO GOLF CART				9848		258706	EZ GO TEXTRON	
174745	11/25/2015	53 00 519 Y P			11/25/2015	0/00/0000	60 49	.00	2122.23
	ACTIVE	GOLF COURSE			070449			.00	.00
P	ROLLING STOCK	50510000519902			N		.00	389.07	389.07
	EZGDZOAFCG3171789	50500001670000							1733.16
	50500001660000	505							
COST CENTER 53-00/519		NON-DISPOSED SUBTOTALS:		DEPRECIABLE:	87 ASSETS			.00	349,487.21
								.00	.00
								63,208.86	92,906.37
									256,580.84
				NON-DEPRECIABLE:	0 ASSETS			.00	.00
								.00	.00
								.00	.00
				TOTAL:	87 ASSETS			.00	349,487.21
								.00	.00
								63,208.86	92,906.37
									256,580.84

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD	DATE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR	METHOD	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED	PRICE		
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
539840 / 0000 / EZ GO GAS GOLF CART	53 00 542	Y	P	9840	258706	EZ GO TEXTRON	8109.40
174745 11/25/2015	GOLF COURSE			11/25/2015	60	49	.00
ACTIVE	50510005199902			070449	0/00/0000		.00
ROLLING STOCK	50500001670000			N	.00		1486.72
P EZGBH0BATG3170768	505						6622.68
50500001660000							
COST CENTER 53-00/542	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	1 ASSETS		.00
							.00
							1,486.72
							8,109.40
				NON-DEPRECIABLE:	0 ASSETS		.00
							.00
							.00
							.00
				TOTAL:	1 ASSETS		.00
							.00
							1,486.72
							8,109.40
							1,486.72
							6,622.68

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: COST CENTER	DEPR CODE	CALC TYPE	TAG/REF#	ACQUISITION: METHOD DATE	DISPOSAL: DATE	VENDOR NBR LIFE REM	VENDOR NAME	INS COVERAGE	PURCHASE COST
MANUFACT STATUS	LOCATION				PO NBR	METHOD	PROJECT	YTD DEPR	SALVAGE VALUE	CAPITAL COST
COM CODE TYPE	DEPR EXP ACCT	ACCUM DEPR ACCT			NEW/USED	PRICE				LTD DEPR
ASSET CLS SERIAL NUMBER	FUNDING SOURCE				INVESTMENT ACCOUNT					BOOK VALUE
ASSET ACCOUNT										
537001 / 0000 / GOLF COURSE CLUBHOUSE RENOVATION	53 00 572		Y	P	53 00 572		256520	DJ DESIGN, INC.		
173988 10/14/2015	GOLF COURSE				8/25/2015	0/00/0000	360 346		.00	20110.00
ACTIVE	45003005799902				070235		AIO025		.00	.00
BUILDINGS RECREATION	45000001630000				N			670.33		782.05
G 45000001620000	451							.00		19327.95
537001 / 0001 / GOLF COURSE CLUBHOUSE RENOVATION	53 00 572		Y	P	53 00 572		80705	HALL CONSTRUCTION CO., INC.		
174210 10/21/2015	GOLF COURSE				9/30/2015	0/00/0000	360 347		.00	138432.00
ACTIVE	45003005799902				070417		AIO025		.00	.00
BUILDINGS RECREATION	45000001630000				N			4614.39		4998.00
P 45000001620000	451							.00		133433.08
537001 / 0002 / GOLF COURSE CLUBHOUSE RENOVATION	53 00 572		Y	P	53 00 572		80705	HALL CONSTRUCTION CO., INC.		
174485 11/10/2015	GOLF COURSE				9/30/2015	0/00/0000	360 348		.00	15382.00
ACTIVE	45003005799902				070417		AIO025		.00	.00
BUILDINGS RECREATION	45000001630000				N			512.73		512.73
P SEE BELOW	451							.00		14869.27
STATUS A	ASSET ACCOUNT 45000001620000	DEPR EX ACCT 45003005799902	ACCUM DEPR ACCT 45000001651000	FUNDING SOURCE 451	PERCENT 100.00	Y-T-D 512.73	I-T-D 512.73			
537001 / 0003 / GOLF COURSE CLUBHOUSE RENOVATION	53 00 572		Y	P	53 00 572		256520	DJ DESIGN, INC.		
174743 11/25/2015	GOLF COURSE				11/25/2015	0/00/0000	360 347		.00	5379.40
ACTIVE	45003005799902				070235		AIO025		.00	.00
BUILDINGS RECREATION	45000001630000				N			165.28		165.28
G 45000001620000	451							.00		5214.12
537001 / 0004 / GOLF COURSE CLUBHOUSE RENOVATION	53 00 572		Y	P	53 00 572		80705	HALL CONSTRUCTION CO., INC.		
176804 4/12/2016	GOLF COURSE				2/24/2016	0/00/0000	360 351		.00	162113.00
ACTIVE	45003005799902				070417		AIO025		.00	.00
BUILDINGS RECREATION	45000001630000				N			3612.54		3612.54
P 45000001620000	451							.00		158500.46
COST CENTER 53-00/572	NON-DISPOSED SUBTOTALS:	DEPRECIABLE:	5 ASSETS					.00		341,416.40
								.00		.00
								9,575.27		10,071.52
										331,344.88
		NON-DEPRECIABLE:	0 ASSETS					.00		.00
								.00		.00
								.00		.00

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD	DATE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			DATE	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			PO NBR	METHOD		
ASSET ACCOUNT	FUNDING SOURCE			NEW/USED	PRICE		
				INVESTMENT ACCOUNT			

TOTAL:	5 ASSETS	.00	341,416.40
		.00	.00
		9,575.27	10,071.52
			331,344.88

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED: DEPR CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER CODE TYPE	ACQUISITION: METHOD DATE	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION	DISPOSAL: DATE	LIFE	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT	PO NBR	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT	NEW/USED			
ASSET ACCOUNT	FUNDING SOURCE	INVESTMENT ACCOUNT			
537000 / 0018 / PANIC BARS FOR CLUBHOUSE DOORS (TWO SETS)	53 00 579 Y P	7000 PURCHASED	17850 120 0	ATLAS GLASS	1300.00
72816 6/24/1994 FULLY DEPRECIATED	GOLF COURSE	6/24/1994 0/00/0000			.00
IMPROVEMENT (THE BIG ONE)	40103005809902	010715			.00
6231 PALM VISTA	40100001631000	N	.00		1300.00
P 40100001640000	450				.00
537001 / 0005 / REPAVEMENT OF CLUBHOUSE PARKING LOT	53 00 579 Y P	80700 PURCHASED	120 118	HALIFAX PAVING, INC	78124.68
181095 12/21/2016 ACTIVE	GOLF COURSE	8/19/2016 0/00/0000	AIO025		.00
IMPROVEMENTS RECREATION	45003005799902	071445		1302.07	1302.07
P 45000001640000	45000001651000	N	.00		76822.61
537002 / 0000 / GOLF COURSE RENOVATION	53 00 579 Y P	259209 PURCHASED	240 226	BENSON CONSTRUCTION COMPA	652252.54
172070 6/11/2015 ACTIVE	GOLF COURSE	8/31/2015 0/00/0000	AIO024		.00
IMPROVEMENTS PARKS	45003005799902	070239		32338.57	43209.44
P 45000001640000	45000001630000	N	.00		609043.10
537002 / 0001 / GOLF COURSE RENOVATION	53 00 579 Y P	259083 PURCHASED	240 226	DASHER GOLF DESIGN INC	17345.00
173180 8/20/2015 ACTIVE	GOLF COURSE	7/28/2015 0/00/0000	AIO024		.00
IMPROVEMENTS PARKS	45003005799902	069745		852.67	1286.29
P 45000001640000	45000001630000	N	.00		16058.71
537002 / 0002 / GOLF COURSE RENOVATION	53 00 579 Y P	178309 PURCHASED	240 225	QUENTIN L. HAMPTON ASSOC.	6380.00
173116 8/13/2015 ACTIVE	GOLF COURSE	7/15/2015 0/00/0000	AIO024		.00
IMPROVEMENTS PARKS	45003005799902	070236		314.96	474.46
P 45000001640000	45000001630000	N	.00		5905.54
537002 / 0003 / GOLF COURSE RENOVATION	53 00 579 Y P	258390 PURCHASED	240 227	SPARKS CONCRETE, LLC	8295.00
173936 9/30/2015 ACTIVE	GOLF COURSE	9/23/2015 0/00/0000	AIO024		.00
IMPROVEMENTS PARKS	45003005799902	070409		413.01	482.13
P 45000001640000	45000001630000	N	.00		7812.87
COST CENTER 53-00/579	NON-DISPOSED SUBTOTALS:	DEPRECIABLE:	6 ASSETS	.00	763,697.22
				35,221.28	715,642.83

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION			TAG/REF#		VENDOR NBR		VENDOR NAME			
CHECK NBR	CHECK DATE	ASSIGNED:	DEPR	CALC	ACQUISITION:	LIFE	REM	INS COVERAGE	PURCHASE COST	
MANUFACT	STATUS	COST CENTER	CODE	TYPE	METHOD	DISPOSAL:	LIFE	SALVAGE VALUE	CAPITAL COST	
COM CODE	TYPE	LOCATION			DATE	DATE	PROJECT	YTD DEPR	LTD DEPR	
ASSET CLS	SERIAL NUMBER	DEPR EXP ACCT			PO NBR	METHOD			BOOK VALUE	
ASSET ACCOUNT		ACCUM DEPR ACCT			NEW/USED	PRICE				
		FUNDING SOURCE			INVESTMENT ACCOUNT					
NON-DEPRECIABLE:					0 ASSETS			.00		.00
										.00
										.00
										.00
TOTAL:					6 ASSETS			.00	763,697.22	
										.00
									35,221.28	48,054.39
										715,642.83

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ASSET NBR / IMPROVEMENT NBR / DESCRIPTION	ASSIGNED:	DEPR	CALC	TAG/REF#	VENDOR NBR	VENDOR NAME	PURCHASE COST
CHECK NBR CHECK DATE	COST CENTER	CODE	TYPE	ACQUISITION:	LIFE REM	INS COVERAGE	CAPITAL COST
MANUFACT STATUS	LOCATION			METHOD DATE	DISPOSAL:	SALVAGE VALUE	LTD DEPR
COM CODE TYPE	DEPR EXP ACCT			PO NBR METHOD	PROJECT	YTD DEPR	BOOK VALUE
ASSET CLS SERIAL NUMBER	ACCUM DEPR ACCT			NEW/USED PRICE			
ASSET ACCOUNT	FUNDING SOURCE			INVESTMENT ACCOUNT			
536895 / 0000 / ICE MACHINE/DISPENSER HOSHIZAKI	53 01 579	Y	P	6895	166123	PORT ORANGE AIR CONDITION	
129035 6/05/2008	53 01 579			PURCHASED	60		
FULLY DEPRECIATED	GOLF COURSE			6/30/2008	0/00/0000	.00	5475.41
EQUIPMENT (DEPRECIABLE)	45053015799902			060519		.00	.00
P 750760E	45000001670000			N	.00	.00	5475.41
45000001660000	450						.00
COST CENTER 53-01/579	NON-DISPOSED SUBTOTALS:			DEPRECIABLE:	1 ASSETS	.00	5,475.41
						.00	.00
						.00	5,475.41
							.00
				NON-DEPRECIABLE:	0 ASSETS	.00	.00
						.00	.00
						.00	.00
						.00	.00
				TOTAL:	1 ASSETS	.00	5,475.41
						.00	.00
						.00	5,475.41
							.00

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					INS COVERAGE SALVAGE VALUE YTD DEPR	PURCHASE COST CAPITAL COST LTD DEPR BOOK VALUE
GRAND TOTAL	NON-DISPOSED	TOTALS:	DEPRECIABLE:	100 ASSETS	.00 .00 109,492.13	1,468,185.64 .00 157,994.41 1,310,191.23
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			TOTAL:	100 ASSETS	.00 .00 109,492.13	1,468,185.64 .00 157,994.41 1,310,191.23
GRAND TOTAL	DISPOSED	TOTALS:	DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			NON-DEPRECIABLE:	0 ASSETS	.00 .00 .00	.00 .00 .00
			TOTAL:	0 ASSETS	.00 .00 .00	.00 .00 .00

**EXTENSION OF CONTRACT ADDENDUM NO. 3 TO AGREEMENT
FOR GOLF COURSE MANAGEMENT SERVICES**

This Extension of Contract Addendum No. 3 (hereinafter referred to as the "Extension") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties"), and relates to that certain Agreement for Golf Course Management Services between the parties dated September 18, 2012 (hereinafter referred to as "the Agreement").

WITNESSETH:

WHEREAS, the Agreement originally provided for the Contractor to provide the food and beverage ("F&B") management services at the Cypress Head Golf Course; however, the Parties agreed to amend the Agreement by entering into Contract Addendum No. 2 to Agreement for Golf Course Management Services which reduced the fixed management fee paid to the Contractor by twenty-four percent (24%), and permitted the City to engage a professional restaurateur; and

WHEREAS, on August 29, 2017, the Parties entered into Contract Addendum No. 3, and the Contractor resumed F&B management services, as described in the Agreement, at a reduced fee, until such time the City could engage a new restaurateur through a competitive solicitation; and

WHEREAS, the Parties now desire to extend the term of Contract Addendum No. 3 to provide the City with additional time to secure a new restaurateur.

NOW, THEREFORE, in exchange for the mutual covenants contained herein and in the Agreement, the Parties hereto agree as follows:

1. The term of the Contract Addendum No. 3 is hereby extended and shall continue until March 31, 2018, except as otherwise earlier terminated as provided herein (the "Contract Addendum Term").
2. The City Manager shall have the option, at his sole discretion, to terminate the F&B management services provided by the Contractor upon ten (10) days written notice to the Contractor. Upon termination, the City shall pay the Contractor in accordance with this Contract Addendum for any F&B management services provided up to the date of termination; thereafter, the Contractor's fixed management fee shall be reduced by fifteen percent (15%), and the Contractor shall no longer be responsible for F&B management services. However, upon termination or expiration of this Contract Addendum, the Contractor shall continue to advertise and market the golf course, golf tournaments, and other special events (i.e. weddings, banquets, private parties, etc.) which may include the use of the banquet facility, and shall maintain the master schedule of special events held within the banquet facility for calendaring purposes.
3. Except as otherwise expressly modified herein, the provisions of the Agreement and Contract Addendum No. 3 shall remain in full force and effect.
4. This Extension may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Extension shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Extension.

5. Each person signing this Extension warrants that he or she is duly authorized to do so and to bind the respective party to the Extension.

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

Witnesses:

Tracy Tobin
Printed Name: Tracy Tobin

Margaret Link
Printed Name: MARGARET LINK

CONTRACTOR:

KEMPER SPORTS MANAGEMENT, INC.

By: [Signature]

Printed Name: STEVEN K. SKINNER

Title: CEO

Date: 2/15/18

Witnesses:

CITY OF PORT ORANGE

Michelle Cusella
Printed Name: Michelle Cusella

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

Deanna Massey
Printed Name: Deanna Massey

Date: 3/2/18

Witnesses:

ATTEST:

Michelle Cusella
Printed Name: Michelle Cusella

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

Deanna Massey
Printed Name: Deanna Massey

Date: 3/2/18

[CA #6163]



**EXTENSION AGREEMENT NO. 2
FOR GOLF COURSE MANAGEMENT SERVICES**

This **EXTENSION AGREEMENT NO. 2** for Golf Course Management Services (hereinafter referred to as the "Agreement") is entered into by and between **KEMPER SPORTS MANAGEMENT, INC.**, whose principal address is 500 Skokie Boulevard, Suite 444, Northbrook, Illinois 60062 (hereinafter referred to as "Contractor"), and **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as "City") (collectively referred to as the "Parties").

WHEREAS, on the 18th day of September, 2012, Contractor entered into an Agreement for Golf Course Management Services with the City, pursuant to RFP No. 12-11-Request for Proposals for Management Services at the Golf Club at Cypress Head (the "Contract"), for an initial term commencing on October 1, 2012 and continuing until September 30th, 2017, which could be renewed for one (1) additional five-year period, upon mutual agreement of the Parties, and

WHEREAS, on the 28th day of April, 2015, the Parties entered into Addendum 1 modifying certain fees and responsibilities; and

WHEREAS, on the 9th day of September 2015, the Parties entered into Addendum 2 modifying certain fees and responsibilities; and

WHEREAS, on the 1st day of August, 2017, the Parties entered into an Amendment and Extension of Agreement for Golf Course Management Services, amending the terms (including the renewal terms) and extending the initial term for an additional three (3) year term to September 30th, 2020 and providing that the term could be renewed for one (1) additional two-year period, upon mutual agreement of the Parties, and

WHEREAS, the Parties desire to renew the Contract, notwithstanding the date of execution, for a period commencing on October 1st, 2020 and continuing until September 30th, 2022; and

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

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

1. **Term.** The term of the Contract as amended is hereby extended. Notwithstanding the date of execution, this Agreement shall be effective commencing a period commencing on October 1st, 2020 and continuing until September 30th, 2022.

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

All other terms and conditions of the Contract as amended shall remain in full force and effect.

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

Witnesses:

Tracy Tobin
Printed Name: Tracy Tobin

Maggie Linke
Printed Name: MAGGIE LINKE

CONTRACTOR:

KEMPER SPORTS MANAGEMENT, INC.

By: [Signature]
Printed Name: STEVEN K. SKINNER
Title: C.E.O.

Date: 1/27/2020

Witnesses:

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Shelby Field
Printed Name: Shelby Field

CITY OF PORT ORANGE

By: [Signature]
Donald O. Burnette, Mayor

Date: 2/4/2020

Witnesses:

Ruth E. Thayne
Printed Name: RUTH E. THAYNE

Shelby Field
Printed Name: Shelby Field

ATTEST:

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

Date: 2/4/2020



GOLF COURSE EQUIPMENT			
Model Year	Make	Model	Approx. hours
BUNKER RAKES			
2020	JOHN DEERE	1200A BUNKER RAKE	150
GREENS MOWERS			
2013	JOHN DEERE	2500B GREENS MOWER	4449
2013	JOHN DEERE	2500B GREENS MOWER	4293
2014	JOHN DEERE	2500B GREENS MOWER	4863
2018	JOHN DEERE	2500B GREENS MOWER	2840
2021	TORO	GREENSMaster 3300	794
FAIRWAY MOWERS			
2018	JOHN DEERE	7700A FAIRWAY MOWER	1183
2019	JOHN DEERE	7700A FAIRWAY MOWER	831
REEL MOWERS			
2015	TORO	GROUNDMASTER 3280 72" REEL MOWER	2253
2020	TORO	GROUNDMASTER 3500D MOWER	1003
ZERO TURN MOWERS			
2019	JOHN DEERE	Z997R 72 IN ZTRAK MOWER	1286
GATORS & HAULERS			
2005	TORO	WORKMAN	No longer Owned
2007	CUSHMAN	TRUCKSTER	1345
2015	JOHN DEERE	GATOR TE ELECTRIC	3206
2015	JOHN DEERE	GATOR TE ELECTRIC	3461
2020	TORO	WORKMAN HDX UTILITY CART	1228
2021	CLUB CAR	CARRYALL 500	101
2021	CLUB CAR	CARRYALL 500	172
BEVERAGE CARTS			
2015	EZ GO	BEVERAGE CART	N/A
2015	EZ GO	BEVERAGE CART	N/A
2015	EZ GO	BEVERAGE CART	N/A
UTILITY TRACTORS			
2003	JOHN DEERE	5105C TRACTOR	N/A
2016	KUBOTA	L3901 TRACTOR W/BACKHOE ATT.	940
2019	JOHN DEERE	5100M TRACTOR	890
PRO GATORS			
2003	JOHN DEERE	2020A GATOR SPRAY RIG	2272
2014	JOHN DEERE	PROGATOR	No longer Owned
MISCELLANEOUS			
1992	CUSHMAN	CUSHMAN TOP DRESSER	N/A

Model Year	Make	Model	Approx. hours
2016	TORO	PROPASS 200 TOP DRESSER	N/A
1992	BROUWER	SOD CUTTER	N/A
2009		GREENS MULTI SHEARER	N/A
2015	TORO	PROFORCE BLOWER	654
2016	TRIMAX	SNAKE 320 MOWER ATTACHMENT	N/A
2021	TORO	PROCORE AERATOR	89

**AGREEMENT FOR GOLF COURSE MANAGEMENT
SERVICES AT CYPRESS HEAD**

FINANCIAL STATEMENTS

SEPTEMBER 30, 2017

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
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INDEPENDENT AUDITORS' REPORT

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise Cypress Head Golf Club's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Cypress Head Golf Club's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

- 1 -

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Opinion

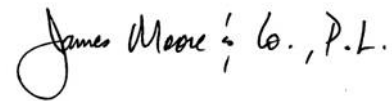
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Cypress Head Golf Club as of September 30, 2017, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Agreement for Golf Course Management Services at Cypress Head and do not purport to, and do not, present fairly the financial position of City of Port Orange, Florida, or the City's entire Golf Course fund, as of September 30, 2017, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November XX, 2017, on our consideration of Cypress Head Golf Club's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cypress Head Golf Club's internal control over financial reporting and compliance.



Daytona Beach, Florida
November XX, 2017

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF ASSETS, LIABILITIES, AND NET POSITION
SEPTEMBER 30, 2017**

ASSETS

Current assets

Cash and cash equivalents	\$ 214,920
Accounts receivable	98,657
Inventories	21,382
Prepays and other current assets	27,064
Total current assets	<u>362,023</u>

Capital assets

Building improvements	30,598
Machinery and equipment	5,550
Accumulated depreciation	(25,383)
Capital assets, net	<u>10,765</u>

Total Assets

\$ 372,788

LIABILITIES AND NET POSITION

Current liabilities

Accounts payable and accrued liabilities	\$ 76,269
Due to the City of Port Orange, Florida	21,585
Unearned revenue	274,934
Total current liabilities	<u>372,788</u>

Net position

Net investment in capital assets	10,765
Unrestricted	(10,765)
Total net position	<u>-</u>

Total Liabilities and Net Position

\$ 372,788

The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF REVENUE, EXPENSES, AND TRANSFERS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Operating Revenue

Charges for Services:	
Green fees and membership charges	\$ 667,107
Cart rentals and trail fees	476,152
Pro-shop sales and merchandise	77,666
Food and beverage sales	15,788
Surcharges	78,614
Total operating revenue	<u>1,315,327</u>

Operating Expenses

Personal services	664,440
Cost of sales	48,213
Materials and supplies	131,470
Utilities	75,628
Maintenance and repairs	38,917
Depreciation	1,147
Management fees	69,411
Other expenses	161,083
Total operating expenses	<u>1,190,309</u>

Operating income to City of Port Orange, Florida before transfers	<u>125,018</u>
---	----------------

Transfers from (to) the City of Port Orange, Florida

For loss from operations	37,241
For maintenance and usage of equipment	(122,903)
For debt service	-
For renewal and replacement surcharges	(39,356)
Total transfers from (to) the City of Port Orange, Florida	<u>(125,018)</u>
Net income after transfers	<u><u>\$ -</u></u>

The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2017**

Cash flows from operating activities	
Cash received from customers	\$ 1,286,861
Cash paid for personal services	(662,029)
Cash paid to suppliers	(593,869)
Net cash provided by operating activities	<u>30,963</u>
Cash flows from noncapital and related financing activities	
Net cash payments from (to) the City of Port Orange, Florida	6,956
Net increase in cash and cash equivalents	<u>37,919</u>
Cash and cash equivalents, beginning of year	177,001
Cash and cash equivalents, end of year	<u><u>\$ 214,920</u></u>
Reconciliation of operating income to net cash provided by operating activities	
Operating income	\$ 125,018
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,147
Decrease (increase) in current assets:	
Accounts receivable	(6,064)
Inventories	(5,148)
Prepays and other current assets	(9,778)
Increase (decrease) in current liabilities:	
Accounts payable and accrued liabilities	(51,810)
Unearned revenue	(22,402)
Net cash provided by operating activities	<u><u>\$ 30,963</u></u>

The accompanying notes to the financial statements
are an integral part of this statement.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:**

The following is a summary of the significant accounting policies of the Agreement for Golf Course Management Services at Cypress Head, which affect significant elements of the financial statements:

(a) **Organization and nature of activities**—The Cypress Head Golf Club (the "Golf Course") is an 18-hole championship course, with lighted practice facility, driving range, maintenance barn, cart barn, clubhouse, pro shop, and other related facilities wholly owned and operated by the City. Golf Club at Cypress Head, Inc. was incorporated on August 31, 2001, under the laws of the State of Florida and is the successor of Cypress Head Golf Course, Inc. which was incorporated on October 10, 1991. Golf Club at Cypress Head, Inc. is wholly owned by the City of Port Orange, Florida (the "City"). The City has agreed to operate and maintain these facilities for a period of 30 years after the Golf Course opened in 1992. At the completion of this term, the City may continue to operate the Course, or simply allow the property to revert to open space. These financial statements provide a separate accounting for the revenues and expenses generated from player fees, pro-shop sales, and other related financial activities of the Golf Course. The Golf Course is managed by an independent sports management company as described in Note 3. The accompanying financial statements were prepared to present only those financial activities of the Golf Course which is managed pursuant to the Agreement for Golf Course Management Services at Cypress Head. Other real and other personal property associated with the Golf Course and related revenues and expenses are recorded only on the City's accounting records. Therefore, these financial statements are not intended to be a complete presentation of the Golf Course's assets, liabilities, revenue, and expenses.

(b) **Basis of accounting**—The financial statements are prepared on the accrual basis of accounting. The use of this method of accounting identifies revenues and expenses with specific periods of time. Revenues are recorded when earned and expenses are recorded as incurred, without regard to the date of receipt or payment of cash.

(c) **Use of estimates**—The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could vary from those estimates.

(d) **Cash and cash equivalents**—For the purposes of the statement of cash flows, the Golf Course considers all cash, demand deposit accounts, and highly liquid investments with original maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

(e) **Accounts receivable**—Accounts receivable are reported at net realizable value. The receivables are stated net of an allowance for uncollectible accounts which has been provided based upon management's analysis of historical trends. Accounts deemed worthless are written off in the year they are determined to be worthless. At September 30, 2017, management has determined no allowance is required.

(f) **Revenue recognition**—Annual golf passes are recognized as revenue in the applicable membership period which is based on the fiscal year. Amounts billed in advance are appropriately recorded and captioned as "Unearned revenue" in the financial statements.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(1) **Summary of Significant Accounting Policies:** (Continued)

(g) **Inventories**—Inventories are stated at lower of cost (average cost) or market value. Inventories consist of retail golf merchandise.

(h) **Capital assets**—Capital assets are accounted for and capitalized at cost or, if donated, at the approximate fair value at the date of donation. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Depreciation is computed using the straight-line method over the assets' estimated useful lives. The estimated useful lives of the major classes of capital assets are as follows:

<u>Assets</u>	<u>Years</u>
Building improvements	20 - 40
Machinery and equipment	7 - 20

(i) **Operating revenue and expenses**—Operating revenue and expenses are distinguished from non-operating revenue. Operating revenue and expenses generally result from providing services and delivering goods in connection with ongoing operations. The principal operating revenue of the Golf Course is charges for services. The Golf Course also charges a \$1.00 surcharge for every 9 holes of golf as authorized by City of Port Orange, Florida Resolution 15-76.

(j) **Accrued payroll and accumulated unpaid vacation pay**—The portion of employees' payroll costs paid subsequent to year-end attributable to services performed prior to year-end is recorded and recognized as a current liability.

(k) **Income taxes**—The City of Port Orange, Florida, is exempt from income taxes as a state or subdivision thereof. Since the Golf Club at Cypress Head, Inc. acts as an agent for the City of Port Orange, Florida, and therefore has no assets, liabilities, revenue, or expenses, the corporation has no corporate income tax liability.

(l) **Subsequent events**—The Course has evaluated events and transactions for potential recognition of disclosure in financial statements through **November XX, 2017**, the date through which the financial statements were available to be issued. No subsequent events requiring recognition or disclosure have been identified.

(2) **Cash and Investments:**

(a) **Interest rate risk**—Generally, the Golf Course limits its exposure to fair value losses arising from increases in interest rates by limiting the investment of its operating funds in investments with maturities of less than one year. Substantially all of the Golf Course's surplus funds are invested in non-interest bearing demand deposit accounts.

(b) **Credit risk**—The provisions of Section 218.415, Florida Statutes, require that the investment activity of the Golf Course be conducted in accordance with a written investment plan adopted by the governing body. Under that plan, allowable investment instruments include: bonds, notes, certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States of America, interest bearing savings accounts, interest bearing certificates of deposit, and interest bearing time deposits, including those held with the Florida State Board of Administration investment pool.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(2) **Cash and Investments:** (Continued)

(c) **Custodial credit risk**—Custodial credit risk is the risk that in the event of a bank failure, the Golf Course's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, The Florida Security for Public Deposits Act ("the Act"), the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State's Chief Financial Officer as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State's Chief Financial Officer to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State Chief Financial Officer's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State Chief Financial Officer.

At September 30, 2017, the carrying amount of the Golf Course's deposits was \$175,054, all of which was covered by collateral securities in accordance with the Act. Also included in the Golf Course's cash position at year end was \$1,550 of cash on hand used for daily operational purposes, not included in the Golf Course's cash deposits described above.

(3) **Related Party Transactions:**

(a) **Kemper Sports Management**—Effective October 1, 2012, the City of Port Orange, Florida entered into a five year management agreement for operation of the Golf Course with an independent sports management company. Under the terms of the original agreement, the management company was paid \$86,700 per year payable in advance in twelve monthly installments on the first business day of each month. There was an addendum to the agreement during the year ended September 30, 2016, to reduce the management fee by 24% beginning November 1, 2015 due to cessation of the Food and Beverage management services as set forth in the original agreement. There was a subsequent addendum to the agreement during the year ended September 30, 2017, to increase the management fee by 15% beginning September 1, 2017 due to resuming the Food and Beverage management services as set forth in the original agreement. The base management fee is increased by two percent of the management fee for the preceding twelve month period. In addition to the base management fee, the management company is entitled to an incentive fee equal to five percent of all gross receipts in excess of \$1,800,000 per annum, if any. The total incentive fee cannot exceed \$85,000. The agreement may be renewed for an additional five year period, solely at the City's option and with the mutual acceptance of Kemper Sports Management. The current agreement will expire on September 30, 2020.

Management fees incurred for the year ended September 30, 2017, are as follows:

Golf Course management fee	\$ 68,554
Food and beverage management fee	857
Incentive management fee	-
Total Management Fees	<u>\$ 69,411</u>

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(3) **Related Party Transactions:** (Continued)

(b) **City of Port Orange, Florida**—Throughout the fiscal year, the City requires the Golf Course to manage and finance its operational affairs from its own cash funds. As surplus funds accumulated exceed, or do not meet, amounts historically needed to provide for its ongoing seasonal operations, cash funds are transferred to and from the City, respectively, as cash and operating reserves dictate.

During the year ended September 30, 2017, the following related party transactions occurred between the Golf Course and the City:

Golf Course expense incurred by the City for:		
Golf Course use of golf carts, equipment, and rolling stock	\$	122,903
Repayment of interfund capital loan		-
Golf Course operating expenses incurred by the City		3,241
Surcharge for restricted renewal and replacement reserve collected and paid to the City		39,356
Cash transfers from City		42,670

(4) **Retirement Plan:**

Kemper Sports Management employs all personnel of the Golf Course and sponsors a defined contribution plan which covers employees, over 21 years of age, with a minimum of one year of service, and who work at least 1,000 hours during the plan year. The plan allowed for an employer matching contribution of 25% of the first 5% of employee salaries contributed by employees. For the year ended September 30, 2017, the Golf Course contributed \$1,133 to the plan.

(5) **Risk Management:**

The Golf Course is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Golf Course carries commercial insurance.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

(6) Capital Assets and Depreciation:

Capital asset activity of the Golf Course for the 2017 fiscal year was as follows:

	<u>Balance September 30, 2016</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance September 30, 2017</u>
Capital assets				
Building improvements	\$ 30,598	\$ -	\$ -	\$ 30,598
Furniture and fixtures	-	-	-	-
Machinery and equipment	5,550	-	-	5,550
Total capital assets	<u>36,148</u>	<u>-</u>	<u>-</u>	<u>36,148</u>
Accumulated depreciation				
Building improvements	(21,184)	(869)	-	(22,053)
Furniture and fixtures	-	-	-	-
Machinery and equipment	(3,052)	(278)	-	(3,330)
Total accumulated depreciation	<u>(24,236)</u>	<u>(1,147)</u>	<u>-</u>	<u>(25,383)</u>
Capital assets, net	<u>\$ 11,912</u>	<u>\$ (1,147)</u>	<u>-</u>	<u>\$ 10,765</u>

Depreciation expense for the year ended September 30, 2017 was \$1,147.

COMPLIANCE SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Cypress Head Golf Club's basic financial statements, and have issued our report thereon **November XX, 2017**.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cypress Head Golf Club's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cypress Head Golf Club's internal control. Accordingly, we do not express an opinion on the effectiveness of Cypress Head Golf Club's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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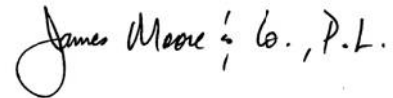
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cypress Head Golf Club's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the Cypress Head Golf Club in a separate letter dated November XX, 2017.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
November XX, 2017

**AGREEMENT FOR GOLF COURSE MANAGEMENT
SERVICES AT CYPRESS HEAD**

FINANCIAL STATEMENTS

SEPTEMBER 30, 2018

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
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INDEPENDENT AUDITORS' REPORT

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise Cypress Head Golf Club's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Cypress Head Golf Club's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

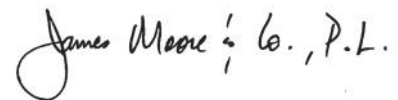
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Cypress Head Golf Club as of September 30, 2018, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Agreement for Golf Course Management Services at Cypress Head and do not purport to, and do not, present fairly the financial position of City of Port Orange, Florida, or the City's entire Golf Course fund, as of September 30, 2018, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated January 8, 2019, on our consideration of Cypress Head Golf Club's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cypress Head Golf Club's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
January 8, 2019

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF ASSETS, LIABILITIES, AND NET POSITION
SEPTEMBER 30, 2018**

ASSETS

Current assets

Cash and cash equivalents	\$ 145,875
Accounts receivable	107,885
Due from the City of Port Orange, Florida	6,386
Inventories	16,567
Prepays and other current assets	31,570
Total current assets	<u>308,283</u>

Capital assets

Building improvements	30,598
Machinery and equipment	5,550
Accumulated depreciation	<u>(26,529)</u>
Capital assets, net	9,619

Total Assets

\$ 317,902

LIABILITIES AND NET POSITION

Current liabilities

Accounts payable and accrued liabilities	\$ 62,841
Unearned revenue	<u>255,061</u>
Total current liabilities	<u>317,902</u>

Net position

Net investment in capital assets	9,619
Unrestricted	<u>(9,619)</u>
Total net position	-

Total Liabilities and Net Position

\$ 317,902

The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF REVENUE, EXPENSES, AND TRANSFERS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

Operating Revenue

Charges for Services:	
Green fees and membership charges	\$ 660,178
Cart rentals and trail fees	449,348
Pro-shop sales and merchandise	83,916
Food and beverage sales	121,454
Surcharges	73,632
Total operating revenue	<u>1,388,528</u>

Operating Expenses

Personell services	701,298
Cost of sales	101,002
Materials and supplies	114,225
Utilities	65,930
Maintenance and repairs	33,782
Depreciation	1,146
Management fees	75,067
Other expenses	159,642
Total operating expenses	<u>1,252,092</u>

Operating income to City of Port Orange, Florida before transfers	<u>136,436</u>
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Transfers from (to) the City of Port Orange, Florida

For loss from operations	28,440
For maintenance and usage of equipment	(128,061)
For debt service	-
For renewal and replacement surcharges	<u>(36,815)</u>
Total transfers from (to) the City of Port Orange, Florida	<u>(136,436)</u>

Net income after transfers	<u><u>\$ -</u></u>
----------------------------	--------------------

The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2018**

Cash flows from operating activities	
Cash received from customers	\$ 1,359,427
Cash paid for personell services	(699,997)
Cash paid to suppliers	(564,068)
Net cash provided by operating activities	<u>95,362</u>
Cash flows from noncapital and related financing activities	
Net cash payments from (to) the City of Port Orange, Florida	(164,407)
Net (decrease) in cash and cash equivalents	<u>(69,045)</u>
Cash and cash equivalents, beginning of year	214,920
Cash and cash equivalents, end of year	<u><u>\$ 145,875</u></u>
Reconciliation of operating income to net cash provided by operating activities	
Operating income	\$ 136,436
Adjustments to reconcile operating income to net cash provided by operating activities	
Depreciation	1,146
Decrease (increase) in current assets:	
Accounts receivable	(9,228)
Inventories	4,815
Prepays and other current assets	(4,506)
Increase (decrease) in current liabilities:	
Accounts payable and accrued liabilities	(13,428)
Unearned revenue	(19,873)
Net cash provided by operating activities	<u><u>\$ 95,362</u></u>

The accompanying notes to the financial statements
are an integral part of this statement.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

(1) Summary of Significant Accounting Policies:

The following is a summary of the significant accounting policies of the Agreement for Golf Course Management Services at Cypress Head, which affect significant elements of the financial statements:

(a) **Organization and nature of activities**—The Cypress Head Golf Club (the "Golf Course") is an 18-hole championship course, with lighted practice facility, driving range, maintenance barn, cart barn, clubhouse, pro shop, and other related facilities wholly owned and operated by the City of Port Orange, Florida (the "City"). The City has agreed to operate and maintain these facilities for a period of 30 years after the Golf Course opened in 1992. At the completion of this term, the City may continue to operate the Course, or simply allow the property to revert to open space. These financial statements provide a separate accounting for the revenues and expenses generated from player fees, pro-shop sales, and other related financial activities of the Golf Course. The Golf Course is managed by an independent sports management company as described in Note 3. The accompanying financial statements were prepared to present only those financial activities of the Golf Course which is managed pursuant to the Agreement for Golf Course Management Services at Cypress Head. Other real and other personal property associated with the Golf Course and related revenues and expenses are recorded only on the City's accounting records. Therefore, these financial statements are not intended to be a complete presentation of the Golf Course's assets, liabilities, revenue, and expenses.

(b) **Basis of accounting**—The financial statements are prepared on the accrual basis of accounting. The use of this method of accounting identifies revenues and expenses with specific periods of time. Revenues are recorded when earned and expenses are recorded as incurred, without regard to the date of receipt or payment of cash.

(c) **Use of estimates**—The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could vary from those estimates.

(d) **Cash and cash equivalents**—For the purposes of the statement of cash flows, the Golf Course considers all cash, demand deposit accounts, and highly liquid investments with original maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

(e) **Accounts receivable**—Accounts receivable are reported at net realizable value. The receivables are stated net of an allowance for uncollectible accounts which has been provided based upon management's analysis of historical trends. Accounts deemed worthless are written off in the year they are determined to be worthless. At September 30, 2018, management has determined no allowance is required.

(f) **Revenue recognition**—Annual golf passes are recognized as revenue in the applicable membership period which is based on the fiscal year. Amounts billed in advance are appropriately recorded and captioned as "Unearned revenue" in the financial statements.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

(1) **Summary of Significant Accounting Policies:** (Continued)

(g) **Inventories**—Inventories are stated at lower of cost (average cost) or market value. Inventories consist of retail golf merchandise.

(h) **Capital assets**—Capital assets are accounted for and capitalized at cost or, if donated, at the approximate fair value at the date of donation. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Depreciation is computed using the straight-line method over the assets' estimated useful lives. The estimated useful lives of the major classes of capital assets are as follows:

<u>Assets</u>	<u>Years</u>
Building improvements	20 - 40
Machinery and equipment	7 - 20

(i) **Operating revenue and expenses**—Operating revenue and expenses are distinguished from non-operating revenue. Operating revenue and expenses generally result from providing services and delivering goods in connection with ongoing operations. The principal operating revenue of the Golf Course is charges for services. The Golf Course also charges a \$1.00 surcharge for every 9 holes of golf as authorized by City of Port Orange, Florida Resolution 15-76.

(j) **Accrued payroll and accumulated unpaid vacation pay**—The portion of employees' payroll costs paid subsequent to year-end attributable to services performed prior to year-end is recorded and recognized as a current liability.

(k) **Income taxes**—The City of Port Orange, Florida, is exempt from income taxes as a state or subdivision thereof.

(l) **Subsequent events**—The Course has evaluated events and transactions for potential recognition of disclosure in financial statements through January 8, 2019, the date through which the financial statements were available to be issued. No subsequent events requiring recognition or disclosure have been identified.

(2) **Cash and Investments:**

(a) **Interest rate risk**—Generally, the Golf Course limits its exposure to fair value losses arising from increases in interest rates by limiting the investment of its operating funds in investments with maturities of less than one year. Substantially all of the Golf Course's surplus funds are invested in non-interest bearing demand deposit accounts.

(b) **Credit risk**—The provisions of Section 218.415, Florida Statutes, require that the investment activity of the Golf Course be conducted in accordance with a written investment plan adopted by the governing body. Under that plan, allowable investment instruments include: bonds, notes, certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States of America, interest bearing savings accounts, interest bearing certificates of deposit, and interest bearing time deposits, including those held with the Florida State Board of Administration investment pool.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

(2) **Cash and Investments:** (Continued)

(c) **Custodial credit risk**—Custodial credit risk is the risk that in the event of a bank failure, the Golf Course's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, The Florida Security for Public Deposits Act ("the Act"), the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State's Chief Financial Officer as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State's Chief Financial Officer to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State Chief Financial Officer's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State Chief Financial Officer.

At September 30, 2018, the carrying amount of the Golf Course's deposits was \$145,456, all of which was covered by collateral securities in accordance with the Act. Also included in the Golf Course's cash position at year end was \$1,350 of cash on hand used for daily operational purposes, not included in the Golf Course's cash deposits described above.

(3) **Related Party Transactions:**

(a) **Kemper Sports Management**—Effective October 1, 2012, the City of Port Orange, Florida entered into a five year management agreement for operation of the Golf Course with an independent sports management company. Under the terms of the original agreement, the management company was paid \$86,700 per year payable in advance in twelve monthly installments on the first business day of each month. There was an addendum to the agreement during the year ended September 30, 2016, to reduce the management fee by 24% beginning November 1, 2015 due to cessation of the Food and Beverage management services as set forth in the original agreement. There was a subsequent addendum to the agreement during the year ended September 30, 2017, to increase the management fee by 15% beginning September 1, 2017 through March 31, 2018 due to temporary resumption of the Food and Beverage management services. The base management fee is increased by two percent of the management fee for the preceding twelve month period. In addition to the base management fee, the management company is entitled to an incentive fee equal to five percent of all gross receipts in excess of \$1,800,000 per annum, if any. The total incentive fee cannot exceed \$85,000. The agreement may be renewed for an additional five year period, solely at the City's option and with the mutual acceptance of Kemper Sports Management. The current agreement will expire on September 30, 2020.

Management fees incurred for the year ended September 30, 2018, are as follows:

Golf Course management fee	\$ 69,925
Food and beverage management fee	5,142
Incentive management fee	-
Total Management Fees	<u>\$ 75,067</u>

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

(3) **Related Party Transactions:** (Continued)

(b) **City of Port Orange, Florida**—Throughout the fiscal year, the City requires the Golf Course to manage and finance its operational affairs from its own cash funds. As surplus funds accumulated exceed, or do not meet, amounts historically needed to provide for its ongoing seasonal operations, cash funds are transferred to and from the City, respectively, as cash and operating reserves dictate.

During the year ended September 30, 2018, the following related party transactions occurred between the Golf Course and the City:

Golf Course expense incurred by the City for:		
Golf Course use of golf carts, equipment, and rolling stock	\$	128,061
Repayment of interfund capital loan		-
Golf Course operating expenses incurred by the City		4,259
Surcharge for restricted renewal and replacement reserve collected and paid to the City		36,815
Cash transfers to City		131,849

(4) **Retirement Plan:**

Kemper Sports Management employs all personnel of the Golf Course and sponsors a defined contribution plan which covers employees, over 21 years of age, with a minimum of one year of service, and who work at least 1,000 hours during the plan year. The plan allowed for an employer matching contribution of 25% of the first 5% of employee salaries contributed by employees. For the year ended September 30, 2018, the Golf Course contributed \$1,760 to the plan.

(5) **Risk Management:**

The Golf Course is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Golf Course carries commercial insurance.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2018

(6) Capital Assets and Depreciation:

Capital asset activity of the Golf Course for the 2018 fiscal year was as follows:

	Balance September 30, 2017	Increases	Decreases	Balance September 30, 2018
Capital assets				
Building improvements	\$ 30,598	\$ -	\$ -	\$ 30,598
Machinery and equipment	5,550	-	-	5,550
Total capital assets	<u>36,148</u>	<u>-</u>	<u>-</u>	<u>36,148</u>
Accumulated depreciation				
Building improvements	(22,053)	(869)	-	(22,922)
Machinery and equipment	<u>(3,330)</u>	<u>(277)</u>	<u>-</u>	<u>(3,607)</u>
Total accumulated depreciation	(25,383)	(1,146)	-	(26,529)
Capital assets, net	<u>\$ 10,765</u>	<u>\$ (1,146)</u>	<u>\$ -</u>	<u>\$ 9,619</u>

Depreciation expense for the year ended September 30, 2018 was \$1,146.

COMPLIANCE SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the Cypress Head Golf Club's basic financial statements, and have issued our report thereon January 8, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cypress Head Golf Club's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cypress Head Golf Club's internal control. Accordingly, we do not express an opinion on the effectiveness of Cypress Head Golf Club's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

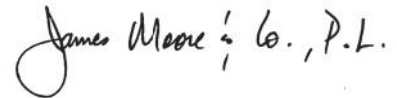
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cypress Head Golf Club's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the Cypress Head Golf Club in a separate letter dated January 8, 2019.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
January 8, 2019

**AGREEMENT FOR GOLF COURSE MANAGEMENT
SERVICES AT CYPRESS HEAD**

FINANCIAL STATEMENTS

SEPTEMBER 30, 2019

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
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INDEPENDENT AUDITORS' REPORT

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise Cypress Head Golf Club's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Cypress Head Golf Club's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

- 1 -

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Opinion

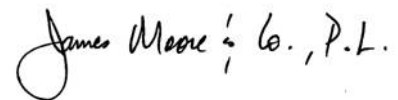
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Cypress Head Golf Club as of September 30, 2019, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Agreement for Golf Course Management Services at Cypress Head and do not purport to, and do not, present fairly the financial position of City of Port Orange, Florida, or the City's entire Golf Course fund, as of September 30, 2019, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 19, 2019, on our consideration of Cypress Head Golf Club's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cypress Head Golf Club's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
November 19, 2019

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF ASSETS, LIABILITIES, AND NET POSITION
SEPTEMBER 30, 2019

ASSETS

Current assets

Cash and cash equivalents	\$ 133,211
Accounts receivable	63,969
Due from the City of Port Orange, Florida	49,825
Inventories	17,540
Prepays and other current assets	29,403
Total current assets	<u>293,948</u>

Capital assets

Building improvements	30,598
Machinery and equipment	5,550
Accumulated depreciation	<u>(27,676)</u>
Capital assets, net	8,472

Total Assets

\$ 302,420

LIABILITIES AND NET POSITION

Current liabilities

Accounts payable and accrued liabilities	\$ 90,483
Unearned revenue	211,937
Total current liabilities	<u>302,420</u>

Net position

Net investment in capital assets	8,472
Unrestricted	<u>(8,472)</u>
Total net position	-

Total Liabilities and Net Position

\$ 302,420

The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF REVENUE, EXPENSES, AND TRANSFERS
FOR THE YEAR ENDED SEPTEMBER 30, 2019**

Operating Revenue

Charges for services:	
Green fees and membership charges	\$ 664,223
Cart rentals and trail fees	427,565
Pro-shop sales and merchandise	83,981
Surcharges	70,788
Total operating revenue	<u>1,246,557</u>

Operating Expenses

Personnel services	655,271
Cost of sales	45,330
Materials and supplies	131,126
Utilities	64,418
Maintenance and repairs	33,010
Depreciation	1,147
Management fees	71,324
Other expenses	158,804
Total operating expenses	<u>1,160,430</u>

Operating income to City of Port Orange, Florida before transfers	86,127
---	--------

Transfers from (to) the City of Port Orange, Florida

For loss from operations	88,228
For maintenance and usage of equipment	(138,962)
For renewal and replacement surcharges	(35,393)
Total transfers from (to) the City of Port Orange, Florida	<u>(86,127)</u>

Change in net position after transfers	\$ -
--	------

The accompanying notes to the financial statements
are an integral part of this statement.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2019

Cash flows from operating activities	
Cash received from customers	\$ 1,247,349
Cash paid for personnel services	(650,366)
Cash paid to suppliers	(480,081)
Net cash provided by operating activities	<u>116,902</u>
Cash flows from noncapital and related financing activities	
Net cash payments from (to) the City of Port Orange, Florida	(129,566)
Net increase (decrease) in cash and cash equivalents	<u>(12,664)</u>
Cash and cash equivalents, beginning of year	145,875
Cash and cash equivalents, end of year	<u><u>\$ 133,211</u></u>
Reconciliation of operating income to net cash provided by operating activities	
Operating income	\$ 86,127
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,147
Decrease (increase) in current assets:	
Accounts receivable	43,916
Inventories	(973)
Prepays and other current assets	2,167
Increase (decrease) in current liabilities:	
Accounts payable and accrued liabilities	27,642
Unearned revenue	(43,124)
Net cash provided by operating activities	<u><u>\$ 116,902</u></u>

The accompanying notes to the financial statements
are an integral part of this statement.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

(1) **Summary of Significant Accounting Policies:**

The following is a summary of the significant accounting policies of the Agreement for Golf Course Management Services at Cypress Head, which affect significant elements of the financial statements:

(a) **Organization and nature of activities**—The Cypress Head Golf Club (the "Golf Course") is an 18-hole championship course, with lighted practice facility, driving range, maintenance barn, cart barn, clubhouse, pro shop, and other related facilities wholly owned and operated by the City of Port Orange, Florida (the "City"). The City has agreed to operate and maintain these facilities for a period of 30 years after the Golf Course opened in 1992. At the completion of this term, the City may continue to operate the Course, or simply allow the property to revert to open space. These financial statements provide a separate accounting for the revenues and expenses generated from player fees, pro-shop sales, and other related financial activities of the Golf Course. The Golf Course is managed by an independent sports management company as described in Note 3. The accompanying financial statements were prepared to present only those financial activities of the Golf Course which is managed pursuant to the Agreement for Golf Course Management Services at Cypress Head. Other real and other personal property associated with the Golf Course and related revenues and expenses are recorded only on the City's accounting records. Therefore, these financial statements are not intended to be a complete presentation of the Golf Course's assets, liabilities, revenue, and expenses.

(b) **Basis of accounting**—The financial statements are prepared on the accrual basis of accounting. The use of this method of accounting identifies revenues and expenses with specific periods of time. Revenues are recorded when earned and expenses are recorded as incurred, without regard to the date of receipt or payment of cash.

(c) **Use of estimates**—The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could vary from those estimates.

(d) **Cash and cash equivalents**—For the purposes of the statement of cash flows, the Golf Course considers all cash, demand deposit accounts, and highly liquid investments with original maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

(e) **Accounts receivable**—Accounts receivable are reported at net realizable value. The receivables are stated net of an allowance for uncollectible accounts which has been provided based upon management's analysis of historical trends. Accounts deemed worthless are written off in the year they are determined to be worthless. At September 30, 2019, management has determined no allowance is required.

(f) **Revenue recognition**—Annual golf passes are recognized as revenue in the applicable membership period which is based on the fiscal year. Amounts billed in advance are appropriately recorded and captioned as "Unearned revenue" in the financial statements.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

(1) **Summary of Significant Accounting Policies:** (Continued)

(g) **Inventories**—Inventories are stated at lower of cost (average cost) or market value. Inventories consist of retail golf merchandise.

(h) **Capital assets**—Capital assets are accounted for and capitalized at cost or, if donated, at the approximate fair value at the date of donation. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Depreciation is computed using the straight-line method over the assets' estimated useful lives. The estimated useful lives of the major classes of capital assets are as follows:

<u>Assets</u>	<u>Years</u>
Building improvements	20 - 40
Machinery and equipment	7 - 20

(i) **Operating revenue and expenses**—Operating revenue and expenses are distinguished from non-operating revenue. Operating revenue and expenses generally result from providing services and delivering goods in connection with ongoing operations. The principal operating revenue of the Golf Course is charges for services. The Golf Course also charges a \$1.00 surcharge for every 9 holes of golf as authorized by City of Port Orange, Florida Resolution 15-76.

(j) **Accrued payroll and accumulated unpaid vacation pay**—The portion of employees' payroll costs paid subsequent to year-end attributable to services performed prior to year-end is recorded and recognized as a current liability.

(k) **Income taxes**—The City of Port Orange, Florida, is exempt from income taxes as a state or subdivision thereof.

(l) **Subsequent events**—The Course has evaluated events and transactions for potential recognition of disclosure in financial statements through November 19, 2019, the date through which the financial statements were available to be issued. No subsequent events requiring recognition or disclosure have been identified.

(2) **Cash and Investments:**

(a) **Interest rate risk**—Generally, the Golf Course limits its exposure to fair value losses arising from increases in interest rates by limiting the investment of its operating funds in investments with maturities of less than one year. Substantially all of the Golf Course's surplus funds are invested in non-interest bearing demand deposit accounts.

(b) **Credit risk**—The provisions of Section 218.415, Florida Statutes, require that the investment activity of the Golf Course be conducted in accordance with a written investment plan adopted by the governing body. Under that plan, allowable investment instruments include: bonds, notes, certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States of America, interest-bearing savings accounts, interest-bearing certificates of deposit, and interest-bearing time deposits, including those held with the Florida State Board of Administration investment pool.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

(2) **Cash and Investments:** (Continued)

(c) **Custodial credit risk**—Custodial credit risk is the risk that in the event of a bank failure, the Golf Course's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, The Florida Security for Public Deposits Act ("the Act"), the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State's Chief Financial Officer as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State's Chief Financial Officer to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State Chief Financial Officer's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State Chief Financial Officer.

At September 30, 2019, the carrying amount of the Golf Course's deposits was \$148,289, all of which was covered by collateral securities in accordance with the Act. Also included in the Golf Course's cash position at year end was \$1,350 of cash on hand used for daily operational purposes, not included in the Golf Course's cash deposits described above.

(3) **Related Party Transactions:**

(a) **Kemper Sports Management**—Effective October 1, 2012, the City of Port Orange, Florida entered into a five year management agreement for operation of the Golf Course with an independent sports management company. The agreement may be renewed for an additional five year period, solely at the City's option and with the mutual acceptance of Kemper Sports Management. The current agreement will expire on September 30, 2020. Under the terms of the original agreement, the management company was paid \$86,700 per year payable in advance in twelve monthly installments on the first business day of each month. There was an addendum to the agreement during the year ended September 30, 2016, to reduce the management fee by 24% beginning November 1, 2015, due to cessation of the Food and Beverage management services as set forth in the original agreement. There was a subsequent addendum to the agreement during the year ended September 30, 2017, to increase the management fee by 15% beginning September 1, 2017 through March 31, 2018, due to temporary resumption of the Food and Beverage management services. The base management fee is increased by two percent of the management fee for the preceding twelve month period. In addition to the base management fee, the management company is entitled to an incentive fee equal to five percent of all gross receipts in excess of \$1,800,000 per annum, if any. The total incentive fee cannot exceed \$85,000.

Management fees incurred for the year ended September 30, 2019, are as follows:

Golf Course management fee	\$ 71,324
Incentive management fee	-
Total Management Fees	<u>\$ 71,324</u>

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

(3) **Related Party Transactions:** (Continued)

(b) **City of Port Orange, Florida**—Throughout the fiscal year, the City requires the Golf Course to manage and finance its operational affairs from its own cash funds. As surplus funds accumulated exceed, or do not meet, amounts historically needed to provide for its ongoing seasonal operations, cash funds are transferred to and from the City, respectively, as cash and operating reserves dictate.

During the year ended September 30, 2019, the following related party transactions occurred between the Golf Course and the City:

Golf Course expense incurred by the City for:		
Golf Course use of golf carts, equipment, and rolling stock	\$	138,962
Repayment of interfund capital loan		-
Golf Course operating expenses incurred by the City		3,887
Surcharge for restricted renewal and replacement reserve collected and paid to the City		35,393
Cash transfers to City		142,308
Cash transfers from City		44,248

(4) **Retirement Plan:**

Kemper Sports Management employs all personnel of the Golf Course and sponsors a defined contribution plan which covers employees over 21 years of age, with a minimum of one year of service, and who work at least 1,000 hours during the plan year. The plan allowed for an employer matching contribution of 25% of the first 5% of employee salaries contributed by employees. For the year ended September 30, 2019, the Golf Course contributed \$2,002 to the plan.

(5) **Risk Management:**

The Golf Course is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Golf Course carries commercial insurance.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2019

(6) Capital Assets and Depreciation:

Capital asset activity of the Golf Course for the 2019 fiscal year was as follows:

	Balance September 30, 2018	Increases	Decreases	Balance September 30, 2019
Capital assets				
Building improvements	\$ 30,598	\$ -	\$ -	\$ 30,598
Machinery and equipment	5,550	-	-	5,550
Total capital assets	<u>36,148</u>	<u>-</u>	<u>-</u>	<u>36,148</u>
Accumulated depreciation				
Building improvements	(22,922)	(869)	-	(23,791)
Machinery and equipment	<u>(3,607)</u>	<u>(278)</u>	<u>-</u>	<u>(3,885)</u>
Total accumulated depreciation	(26,529)	(1,147)	-	(27,676)
Capital assets, net	<u>\$ 9,619</u>	<u>\$ (1,147)</u>	<u>\$ -</u>	<u>\$ 8,472</u>

Depreciation expense for the year ended September 30, 2019 was \$1,147.

COMPLIANCE SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2019, and the related notes to the financial statements, which collectively comprise the Cypress Head Golf Club's basic financial statements, and have issued our report thereon November 19, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cypress Head Golf Club's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cypress Head Golf Club's internal control. Accordingly, we do not express an opinion on the effectiveness of Cypress Head Golf Club's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. We did identify a certain deficiency in internal control as described below that we consider to be a significant deficiency.

- 12 -

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Reconciliation of Account Balances

Audit adjustments were required to correct account balances due to improper accrual of expenses, recording of management fees not yet incurred or paid, and not recording the close out of the prior year change in net position against Due to City liability. We noted the following effect on the financial statements: assets and liabilities were overstated by approximately \$46,000 and \$68,000, respectively; and net position and expenses were understated by approximately \$28,000 and \$6,000, respectively. We recommend management increase its review of such transactions, including a review of proper cutoff at the fiscal year-end, to help ensure accuracy of all financial reporting.

Management Response:

Management has implemented a process to reconcile the audited trial balance to the internal trial balance to ensure all adjusting entries are posted before the audit is finalized. Management will conduct a subsequent disbursements review and perform cut-off testing to confirm that all transactions are recorded in the appropriate fiscal year.

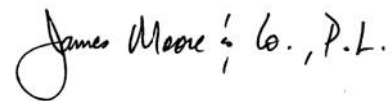
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cypress Head Golf Club's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain additional matters that we reported to management of the Cypress Head Golf Club in a separate letter dated November 19, 2019.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Daytona Beach, Florida
November 19, 2019

**AGREEMENT FOR GOLF COURSE MANAGEMENT
SERVICES AT CYPRESS HEAD**

FINANCIAL STATEMENTS

SEPTEMBER 30, 2021

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
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SEPTEMBER 30, 2021

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INDEPENDENT AUDITORS' REPORT

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise Cypress Head Golf Club's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Cypress Head Golf Club's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

- 1 -

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Opinion

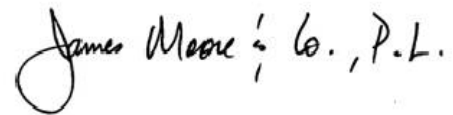
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cypress Head Golf Club as of September 30, 2021, and the changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note (1), the financial statements present only the Agreement for Golf Course Management Services at Cypress Head and do not purport to, and do not, present fairly the financial position of City of Port Orange, Florida, or the City's entire Golf Course fund, as of September 30, 2021, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2021, on our consideration of Cypress Head Golf Club's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cypress Head Golf Club's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
December 10, 2021

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF NET POSITION
SEPTEMBER 30, 2021

ASSETS

Current assets

Cash and cash equivalents	\$ 71,692
Accounts receivable	2,047
Inventories	17,032
Prepaid expenses	39,078
Total current assets	<u>129,849</u>

Capital assets

Building improvements	30,598
Machinery and equipment	5,550
Accumulated depreciation	<u>(29,968)</u>
Capital assets, net	6,180

Total Assets

\$ 136,029

LIABILITIES AND NET POSITION

Current liabilities

Accounts payable and accrued liabilities	\$ 72,707
Due to the City of Port Orange, Florida	2,507
Unearned revenue	60,815
Total current liabilities	<u>136,029</u>

Net position

Net investment in capital assets	6,180
Unrestricted	<u>(6,180)</u>
Total net position	-

Total Liabilities and Net Position

\$ 136,029

The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

Operating Revenue

Charges for services:

Green fees and membership charges	\$ 836,955
Cart rentals and trail fees	513,459
Pro-shop sales and merchandise	124,030
Surcharges	74,569
Total operating revenue	<u>1,549,013</u>

Operating Expenses

Personnel services	745,977
Cost of sales	69,851
Materials and supplies	152,718
Utilities	62,073
Maintenance and repairs	43,501
Depreciation	1,146
Management fees	74,205
Other expenses	175,955
Total operating expenses	<u>1,325,426</u>

Operating income to City of Port Orange, Florida before transfers	<u>223,587</u>
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Transfers from (to) the City of Port Orange, Florida

For (profit) loss from operations	(45,717)
For maintenance and usage of equipment	(140,575)
For renewal and replacement surcharges	(37,295)
Total transfers from (to) the City of Port Orange, Florida	<u>(223,587)</u>

Change in net position after transfers	<u><u>\$ -</u></u>
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The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2021**

Cash flows from operating activities	
Cash received from customers	\$ 1,455,775
Cash paid for personnel services	(771,566)
Cash paid to suppliers	(550,951)
Net cash provided by operating activities	<u>133,258</u>
Cash flows from noncapital and related financing activities	
Net cash payments from (to) the City of Port Orange, Florida	(178,494)
Net increase (decrease) in cash and cash equivalents	<u>(45,236)</u>
Cash and cash equivalents, beginning of year	116,928
Cash and cash equivalents, end of year	<u><u>\$ 71,692</u></u>
Reconciliation of operating income to net cash provided by operating activities	
Operating income	\$ 223,587
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,146
Decrease (increase) in current assets:	
Accounts receivable	47,424
Inventories	22
Prepaid expenses	3,193
Increase (decrease) in current liabilities:	
Accounts payable and accrued liabilities	(1,452)
Unearned revenue	(140,662)
Net cash provided by operating activities	<u><u>\$ 133,258</u></u>

The accompanying notes to the financial statements
are an integral part of this statement.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(1) Summary of Significant Accounting Policies:

The following is a summary of the significant accounting policies of the Agreement for Golf Course Management Services at Cypress Head, which affect significant elements of the financial statements:

(a) **Organization and nature of activities**—The Cypress Head Golf Club (the "Golf Course") is an 18-hole championship course, with lighted practice facility, driving range, maintenance barn, cart barn, clubhouse, pro shop, and other related facilities wholly owned and operated by the City of Port Orange, Florida (the "City"). The City has agreed to operate and maintain these facilities for a period of 30 years after the Golf Course opened in 1992. At the completion of this term, the City may continue to operate the Course, or simply allow the property to revert to open space. These financial statements provide a separate accounting for the revenues and expenses generated from player fees, pro-shop sales, and other related financial activities of the Golf Course. The Golf Course is managed by an independent sports management company as described in Note (3). The accompanying financial statements were prepared to present only those financial activities of the Golf Course which is managed pursuant to the Agreement for Golf Course Management Services at Cypress Head. Other real and other personal property associated with the Golf Course and related revenues and expenses are recorded only on the City's accounting records. Therefore, these financial statements are not intended to be a complete presentation of the Golf Course's assets, liabilities, revenue, and expenses.

(b) **Basis of accounting**—The financial statements are prepared on the accrual basis of accounting. The use of this method of accounting identifies revenues and expenses with specific periods of time. Revenues are recorded when earned and expenses are recorded as incurred, without regard to the date of receipt or payment of cash.

(c) **Use of estimates**—The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could vary from those estimates.

(d) **Cash and cash equivalents**—For the purposes of the statement of cash flows, the Golf Course considers all cash, demand deposit accounts, and highly liquid investments with original maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

(e) **Accounts receivable**—Accounts receivable are reported at net realizable value. The receivables are stated net of an allowance for uncollectible accounts which has been provided based upon management's analysis of historical trends. Accounts deemed worthless are written off in the year they are determined to be worthless. At September 30, 2021, management has determined no allowance is required.

(f) **Revenue recognition**—Annual golf passes are recognized as revenue in the applicable membership period which is based on the fiscal year. Amounts billed in advance are appropriately recorded and captioned as "Unearned revenue" in the financial statements.

(g) **Inventories**—Inventories are stated at lower of cost (average cost) or market value. Inventories consist of retail golf merchandise.

(h) **Prepaid expenses**—Payments made to vendors for services that will benefit periods beyond the current fiscal year are recorded as prepaid items. Costs are recorded as expenses when consumed rather than when purchased.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(1) **Summary of Significant Accounting Policies:** (Continued)

(i) **Capital assets**—Capital assets are accounted for and capitalized at cost or, if donated, at the approximate fair value at the date of donation. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Depreciation is computed using the straight-line method over the assets' estimated useful lives. The estimated useful lives of the major classes of capital assets are as follows:

<u>Assets</u>	<u>Years</u>
Building improvements	20 - 40
Machinery and equipment	7 - 20

(j) **Operating revenue and expenses**—Operating revenue and expenses are distinguished from non-operating revenue. Operating revenue and expenses generally result from providing services and delivering goods in connection with ongoing operations. The principal operating revenue of the Golf Course is charges for services. The Golf Course also charges a \$1.00 surcharge for every 9 holes of golf as authorized by City of Port Orange, Florida Resolution 21-33.

(k) **Accrued payroll and accumulated unpaid vacation pay**—The portion of employees' payroll costs paid subsequent to year-end attributable to services performed prior to year-end is recorded and recognized as a current liability.

(l) **Income taxes**—The City of Port Orange, Florida, is exempt from income taxes as a state or subdivision thereof.

(m) **Subsequent events**—The Course has evaluated events and transactions for potential recognition of disclosure in financial statements through December 10, 2021, the date through which the financial statements were available to be issued. No subsequent events requiring recognition or disclosure have been identified.

(2) **Cash and Investments:**

(a) **Interest rate risk**—Generally, the Golf Course limits its exposure to fair value losses arising from increases in interest rates by limiting the investment of its operating funds in investments with maturities of less than one year. Substantially all of the Golf Course's surplus funds are invested in non-interest bearing demand deposit accounts.

(b) **Credit risk**—The provisions of Section 218.415, Florida Statutes, require that the investment activity of the Golf Course be conducted in accordance with a written investment plan adopted by the governing body. Under that plan, allowable investment instruments include: bonds, notes, certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States of America, interest-bearing savings accounts, interest-bearing certificates of deposit, and interest-bearing time deposits, including those held with the Florida State Board of Administration investment pool.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(2) **Cash and Investments:** (Continued)

(c) **Custodial credit risk**—Custodial credit risk is the risk that in the event of a bank failure, the Golf Course's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, The Florida Security for Public Deposits Act ("the Act"), the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State's Chief Financial Officer as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State's Chief Financial Officer to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State Chief Financial Officer's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State Chief Financial Officer.

At September 30, 2021, the carrying amount of the Golf Course's deposits was \$83,615, all of which was covered by collateral securities in accordance with the Act. Also included in the Golf Course's cash position at year end was \$1,350 of cash on hand used for daily operational purposes, not included in the Golf Course's cash deposits described above.

(3) **Related Party Transactions:**

(a) **Kemper Sports Management**—Effective October 1, 2012, the City of Port Orange, Florida entered into a five-year management agreement for operation of the Golf Course with an independent sports management company. The agreement may be renewed for an additional five year period, solely at the City's option and with the mutual acceptance of Kemper Sports Management. The current agreement will expire on September 30, 2022. Under the terms of the original agreement, the management company was paid \$86,700 per year payable in advance in twelve monthly installments on the first business day of each month. There was an addendum to the agreement during the year ended September 30, 2016, to reduce the management fee by 24% beginning November 1, 2015, due to cessation of the Food and Beverage management services as set forth in the original agreement. There was a subsequent addendum to the agreement during the year ended September 30, 2017, to increase the management fee by 15% beginning September 1, 2017 through March 31, 2018, due to temporary resumption of the Food and Beverage management services. The base management fee is increased by two percent of the management fee for the preceding twelve month period. In addition to the base management fee, the management company is entitled to an incentive fee equal to five percent of all gross receipts in excess of \$1,800,000 per annum, if any. The total incentive fee cannot exceed \$85,000.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(3) **Related Party Transactions:** (Continued)

Management fees incurred for the year ended September 30, 2021, are as follows:

Golf Course management fee	\$ 74,205
Incentive management fee	-
Total Management Fees	<u>\$ 74,205</u>

(b) **City of Port Orange, Florida**—Throughout the fiscal year, the City requires the Golf Course to manage and finance its operational affairs from its own cash funds. As surplus funds accumulated exceed, or do not meet, amounts historically needed to provide for its ongoing seasonal operations, cash funds are transferred to and from the City, respectively, as cash and operating reserves dictate.

During the year ended September 30, 2021, the following related party transactions occurred between the Golf Course and the City:

Golf Course expense incurred by the City for:	
Golf Course use of golf carts, equipment, and rolling stock	\$ 140,575
Repayment of interfund capital loan	-
Golf Course operating expenses incurred by the City	4,812
Surcharge for restricted renewal and replacement reserve collected and paid to the City	37,295
Cash transfers to City	146,011
Cash transfers from City	-

(4) **Retirement Plan:**

Kemper Sports Management employs all personnel of the Golf Course and sponsors a defined contribution plan which covers employees over 21 years of age, with a minimum of one year of service, and who work at least 1,000 hours during the plan year. The plan allowed for an employer matching contribution of 25% of the first 5% of employee salaries contributed by employees. For the year ended September 30, 2021, the Golf Course contributed \$2,593 to the plan.

(5) **Risk Management:**

The Golf Course is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Golf Course carries commercial insurance.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

(6) Capital Assets and Depreciation:

Capital asset activity of the Golf Course for the 2021 fiscal year was as follows:

	Balance September 30, 2020	Increases	Decreases	Balance September 30, 2021
Capital assets				
Building improvements	\$ 30,598	\$ -	\$ -	\$ 30,598
Machinery and equipment	5,550	-	-	5,550
Total capital assets	36,148	-	-	36,148
Accumulated depreciation				
Building improvements	(24,660)	(869)	-	(25,529)
Machinery and equipment	(4,162)	(277)	-	(4,439)
Total accumulated depreciation	(28,822)	(1,146)	-	(29,968)
Capital assets, net	<u>\$ 7,326</u>	<u>\$ (1,146)</u>	<u>\$ -</u>	<u>\$ 6,180</u>

Depreciation expense for the year ended September 30, 2021 was \$1,146.

(7) Risk and Uncertainties – COVID-19:

During the year ended September 30, 2021, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impact to the Golf Course as of December 10, 2021, management believes that an impact on the Golf Course's financial position and results of future operations is reasonably possible.

COMPLIANCE SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2021, and the related notes to the financial statements, which collectively comprise the Cypress Head Golf Club's basic financial statements, and have issued our report thereon December 10, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cypress Head Golf Club's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cypress Head Golf Club's internal control. Accordingly, we do not express an opinion on the effectiveness of Cypress Head Golf Club's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. We did identify a certain deficiency in internal control as described below that we consider to be a significant deficiency.

- 12 -

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2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Bank Reconciliations

During our testing of cash balances, we noted an error in one of the bank reconciliations, which caused the cash balance in the payroll general ledger account to be overstated by approximately \$24,000. We recommend management increase its review over the bank reconciliation process to ensure accuracy in financial reporting.

Management Response:

Management has revised procedure for payroll entries. The accrual of payroll expenses at month end will offset to the accrued payroll expense account when using actual payroll summary.

Compliance and Other Matters

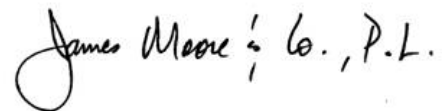
As part of obtaining reasonable assurance about whether Cypress Head Golf Club's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Management's Response to Findings

Management's response to the findings identified in our audit is described previously. Management's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Daytona Beach, Florida
December 10, 2021

**AGREEMENT FOR GOLF COURSE MANAGEMENT
SERVICES AT CYPRESS HEAD**

FINANCIAL STATEMENTS

SEPTEMBER 30, 2020

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
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SEPTEMBER 30, 2020

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Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	12 - 13

INDEPENDENT AUDITORS' REPORT

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the accompanying financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise Cypress Head Golf Club's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Cypress Head Golf Club's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

- 1 -

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Opinion

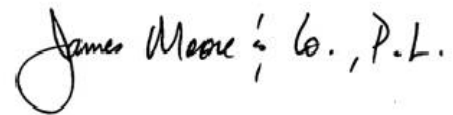
In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of Cypress Head Golf Club as of September 30, 2020, and the respective changes in financial position and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As discussed in Note (1), the financial statements present only the Agreement for Golf Course Management Services at Cypress Head and do not purport to, and do not, present fairly the financial position of City of Port Orange, Florida, or the City's entire Golf Course fund, as of September 30, 2020, and the changes in its financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 7, 2020, on our consideration of Cypress Head Golf Club's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Cypress Head Golf Club's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
December 7, 2020

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF NET POSITION
SEPTEMBER 30, 2020

ASSETS

Current assets

Cash and cash equivalents	\$ 116,928
Accounts receivable	49,471
Due from the City of Port Orange, Florida	42,586
Inventories	17,054
Prepaid expenses	42,271
Total current assets	<u>268,310</u>

Capital assets

Building improvements	30,598
Machinery and equipment	5,550
Accumulated depreciation	<u>(28,822)</u>
Capital assets, net	7,326

Total Assets

\$ 275,636

LIABILITIES AND NET POSITION

Current liabilities

Accounts payable and accrued liabilities	\$ 74,159
Unearned revenue	<u>201,477</u>
Total current liabilities	<u>275,636</u>

Net position

Net investment in capital assets	7,326
Unrestricted	<u>(7,326)</u>
Total net position	-

Total Liabilities and Net Position

\$ 275,636

The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

Operating Revenue

Charges for services:

Green fees and membership charges	\$ 712,162
Cart rentals and trail fees	452,147
Pro-shop sales and merchandise	99,880
Surcharges	72,087
Total operating revenue	<u>1,336,276</u>

Operating Expenses

Personnel services	753,372
Cost of sales	54,543
Materials and supplies	132,073
Utilities	61,865
Maintenance and repairs	42,564
Depreciation	1,146
Management fees	72,750
Other expenses	164,861
Total operating expenses	<u>1,283,174</u>

Operating income to City of Port Orange, Florida before transfers	<u>53,102</u>
---	---------------

Transfers from (to) the City of Port Orange, Florida

For loss from operations	106,313
For maintenance and usage of equipment	(123,363)
For renewal and replacement surcharges	(36,052)
Total transfers from (to) the City of Port Orange, Florida	<u>(53,102)</u>

Change in net position after transfers	<u><u>\$ -</u></u>
--	--------------------

The accompanying notes to the financial statements
are an integral part of this statement.

**AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2020**

Cash flows from operating activities	
Cash received from customers	\$ 1,340,314
Cash paid for personnel services	(744,366)
Cash paid to suppliers	(566,368)
Net cash provided by operating activities	<u>29,580</u>
Cash flows from noncapital and related financing activities	
Net cash payments from (to) the City of Port Orange, Florida	(45,863)
Net increase (decrease) in cash and cash equivalents	<u>(16,283)</u>
Cash and cash equivalents, beginning of year	133,211
Cash and cash equivalents, end of year	<u><u>\$ 116,928</u></u>
Reconciliation of operating income to net cash provided by operating activities	
Operating income	\$ 53,102
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation	1,146
Decrease (increase) in current assets:	
Accounts receivable	14,498
Inventories	486
Prepaid expenses	(12,868)
Increase (decrease) in current liabilities:	
Accounts payable and accrued liabilities	(16,324)
Unearned revenue	(10,460)
Net cash provided by operating activities	<u><u>\$ 29,580</u></u>

The accompanying notes to the financial statements
are an integral part of this statement.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) Summary of Significant Accounting Policies:

The following is a summary of the significant accounting policies of the Agreement for Golf Course Management Services at Cypress Head, which affect significant elements of the financial statements:

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(c) **Use of estimates**—The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts and disclosures. Accordingly, actual results could vary from those estimates.

(d) **Cash and cash equivalents**—For the purposes of the statement of cash flows, the Golf Course considers all cash, demand deposit accounts, and highly liquid investments with original maturity dates of three months or less to be cash equivalents. The carrying value of cash and cash equivalents approximates fair value because of the short maturities of those financial instruments.

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(f) **Revenue recognition**—Annual golf passes are recognized as revenue in the applicable membership period which is based on the fiscal year. Amounts billed in advance are appropriately recorded and captioned as "Unearned revenue" in the financial statements.

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(h) **Prepaid expenses**—Payments made to vendors for services that will benefit periods beyond the current fiscal year are recorded as prepaid items. Costs are recorded as expenses when consumed rather than when purchased.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(1) **Summary of Significant Accounting Policies:** (Continued)

(i) **Capital assets**—Capital assets are accounted for and capitalized at cost or, if donated, at the approximate fair value at the date of donation. Capital assets are defined by the City as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Depreciation is computed using the straight-line method over the assets' estimated useful lives. The estimated useful lives of the major classes of capital assets are as follows:

<u>Assets</u>	<u>Years</u>
Building improvements	20 - 40
Machinery and equipment	7 - 20

(j) **Operating revenue and expenses**—Operating revenue and expenses are distinguished from non-operating revenue. Operating revenue and expenses generally result from providing services and delivering goods in connection with ongoing operations. The principal operating revenue of the Golf Course is charges for services. The Golf Course also charges a \$1.00 surcharge for every 9 holes of golf as authorized by City of Port Orange, Florida Resolution 15-76.

(k) **Accrued payroll and accumulated unpaid vacation pay**—The portion of employees' payroll costs paid subsequent to year-end attributable to services performed prior to year-end is recorded and recognized as a current liability.

(l) **Income taxes**—The City of Port Orange, Florida, is exempt from income taxes as a state or subdivision thereof.

(m) **Subsequent events**—The Course has evaluated events and transactions for potential recognition of disclosure in financial statements through December 7, 2020, the date through which the financial statements were available to be issued. No subsequent events requiring recognition or disclosure have been identified.

(2) **Cash and Investments:**

(a) **Interest rate risk**—Generally, the Golf Course limits its exposure to fair value losses arising from increases in interest rates by limiting the investment of its operating funds in investments with maturities of less than one year. Substantially all of the Golf Course's surplus funds are invested in non-interest bearing demand deposit accounts.

(b) **Credit risk**—The provisions of Section 218.415, Florida Statutes, require that the investment activity of the Golf Course be conducted in accordance with a written investment plan adopted by the governing body. Under that plan, allowable investment instruments include: bonds, notes, certificates of indebtedness, treasury bills, or other securities which are guaranteed by the full faith and credit of the United States of America, interest-bearing savings accounts, interest-bearing certificates of deposit, and interest-bearing time deposits, including those held with the Florida State Board of Administration investment pool.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(2) **Cash and Investments:** (Continued)

(c) **Custodial credit risk**—Custodial credit risk is the risk that in the event of a bank failure, the Golf Course's deposits may not be returned to it. Pursuant to the applicable provisions of Chapter 280, Florida Statutes, The Florida Security for Public Deposits Act ("the Act"), the State of Florida, Department of Financial Services, Division of Treasury, Bureau of Collateral Management have established specific requirements relative to the security and collateralization for public deposits. Accordingly, banks qualifying as a public depository in the State of Florida must adopt the necessary procedures outlined in these statutes and meet all of the requirements of this chapter to be designated by the State's Chief Financial Officer as eligible to receive deposits from municipal depositors. Collateral having a market value equal to 50% of the average daily balance for each month of all public deposits in excess of any applicable depository insurance is required to be pledged or deposited with the State's Chief Financial Officer to secure such deposits. Additional collateral, up to a maximum of 125% may be required if deemed necessary under the conditions set forth in the Act. Securities eligible to be pledged as collateral are generally limited to obligations of the United States government and any state thereof and are held in the name of the State Chief Financial Officer's office. Compliance with the provisions of Chapter 280, Florida Statutes, is monitored by a Qualified Public Depository Oversight Board with members appointed by the State Chief Financial Officer.

At September 30, 2020, the carrying amount of the Golf Course's deposits was \$112,029, all of which was covered by collateral securities in accordance with the Act. Also included in the Golf Course's cash position at year end was \$1,350 of cash on hand used for daily operational purposes, not included in the Golf Course's cash deposits described above.

(3) **Related Party Transactions:**

(a) **Kemper Sports Management**—Effective October 1, 2012, the City of Port Orange, Florida entered into a five-year management agreement for operation of the Golf Course with an independent sports management company. The agreement may be renewed for an additional five year period, solely at the City's option and with the mutual acceptance of Kemper Sports Management. The current agreement will expire on September 30, 2022. Under the terms of the original agreement, the management company was paid \$86,700 per year payable in advance in twelve monthly installments on the first business day of each month. There was an addendum to the agreement during the year ended September 30, 2016, to reduce the management fee by 24% beginning November 1, 2015, due to cessation of the Food and Beverage management services as set forth in the original agreement. There was a subsequent addendum to the agreement during the year ended September 30, 2017, to increase the management fee by 15% beginning September 1, 2017 through March 31, 2018, due to temporary resumption of the Food and Beverage management services. The base management fee is increased by two percent of the management fee for the preceding twelve month period. In addition to the base management fee, the management company is entitled to an incentive fee equal to five percent of all gross receipts in excess of \$1,800,000 per annum, if any. The total incentive fee cannot exceed \$85,000.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(3) **Related Party Transactions:** (Continued)

Management fees incurred for the year ended September 30, 2020, are as follows:

Golf Course management fee	\$ 72,750
Incentive management fee	-
Total Management Fees	<u>\$ 72,750</u>

(b) **City of Port Orange, Florida**—Throughout the fiscal year, the City requires the Golf Course to manage and finance its operational affairs from its own cash funds. As surplus funds accumulated exceed, or do not meet, amounts historically needed to provide for its ongoing seasonal operations, cash funds are transferred to and from the City, respectively, as cash and operating reserves dictate.

During the year ended September 30, 2020, the following related party transactions occurred between the Golf Course and the City:

Golf Course expense incurred by the City for:	
Golf Course use of golf carts, equipment, and rolling stock	\$ 123,363
Repayment of interfund capital loan	-
Golf Course operating expenses incurred by the City	3,908
Surcharge for restricted renewal and replacement reserve collected and paid to the City	36,052
Cash transfers to City	126,833
Cash transfers from City	113,115

(4) **Retirement Plan:**

Kemper Sports Management employs all personnel of the Golf Course and sponsors a defined contribution plan which covers employees over 21 years of age, with a minimum of one year of service, and who work at least 1,000 hours during the plan year. The plan allowed for an employer matching contribution of 25% of the first 5% of employee salaries contributed by employees. For the year ended September 30, 2020, the Golf Course contributed \$1,915 to the plan.

(5) **Risk Management:**

The Golf Course is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Golf Course carries commercial insurance.

AGREEMENT FOR GOLF COURSE MANAGEMENT SERVICES AT CYPRESS HEAD
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2020

(6) Capital Assets and Depreciation:

Capital asset activity of the Golf Course for the 2020 fiscal year was as follows:

	Balance September 30, 2019	Increases	Decreases	Balance September 30, 2020
Capital assets				
Building improvements	\$ 30,598	\$ -	\$ -	\$ 30,598
Machinery and equipment	5,550	-	-	5,550
Total capital assets	36,148	-	-	36,148
Accumulated depreciation				
Building improvements	(23,791)	(869)	-	(24,660)
	(3,885)			
Machinery and equipment	(27,676)	(277)	-	(28,822)
Total accumulated depreciation	(27,676)	(1,146)	-	(28,822)
Capital assets, net	<u>\$ 8,472</u>	<u>\$ (1,146)</u>	<u>\$ -</u>	<u>\$ 7,326</u>

Depreciation expense for the year ended September 30, 2020 was \$1,146.

(7) Risk and Uncertainties – COVID-19:

During the year ended September 30, 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impact to the Golf Course as of December 7, 2020, management believes that a material impact on the Golf Course's financial position and results of future operations is reasonably possible.

COMPLIANCE SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Golf Board, Honorable Mayor, and City Council of the
City of Port Orange, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Agreement for Golf Course Management Services at Cypress Head (Cypress Head Golf Club) as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the Cypress Head Golf Club's basic financial statements, and have issued our report thereon December 7, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Cypress Head Golf Club's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Cypress Head Golf Club's internal control. Accordingly, we do not express an opinion on the effectiveness of Cypress Head Golf Club's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

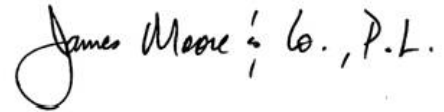
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Cypress Head Golf Club's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain additional matters that we reported to management of the Cypress Head Golf Club in a separate letter dated December 7, 2020.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "James Moore & Co., P.L." The signature is written in a cursive, flowing style.

Daytona Beach, Florida
December 7, 2020



Statement of Interest

June 21, 2022

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

RFP #22-05
GOLF COURSE MANAGEMENT AT CYPRESS HEAD

Dear Ms. Cox,

Since 2001, the City of Port Orange and KemperSports have partnered to make Cypress Head the model of a successful private-public partnership. Together, we have consistently delivered strong operating results and provided the residents of Port Orange and the broader Volusia County community an award-winning golf experience.

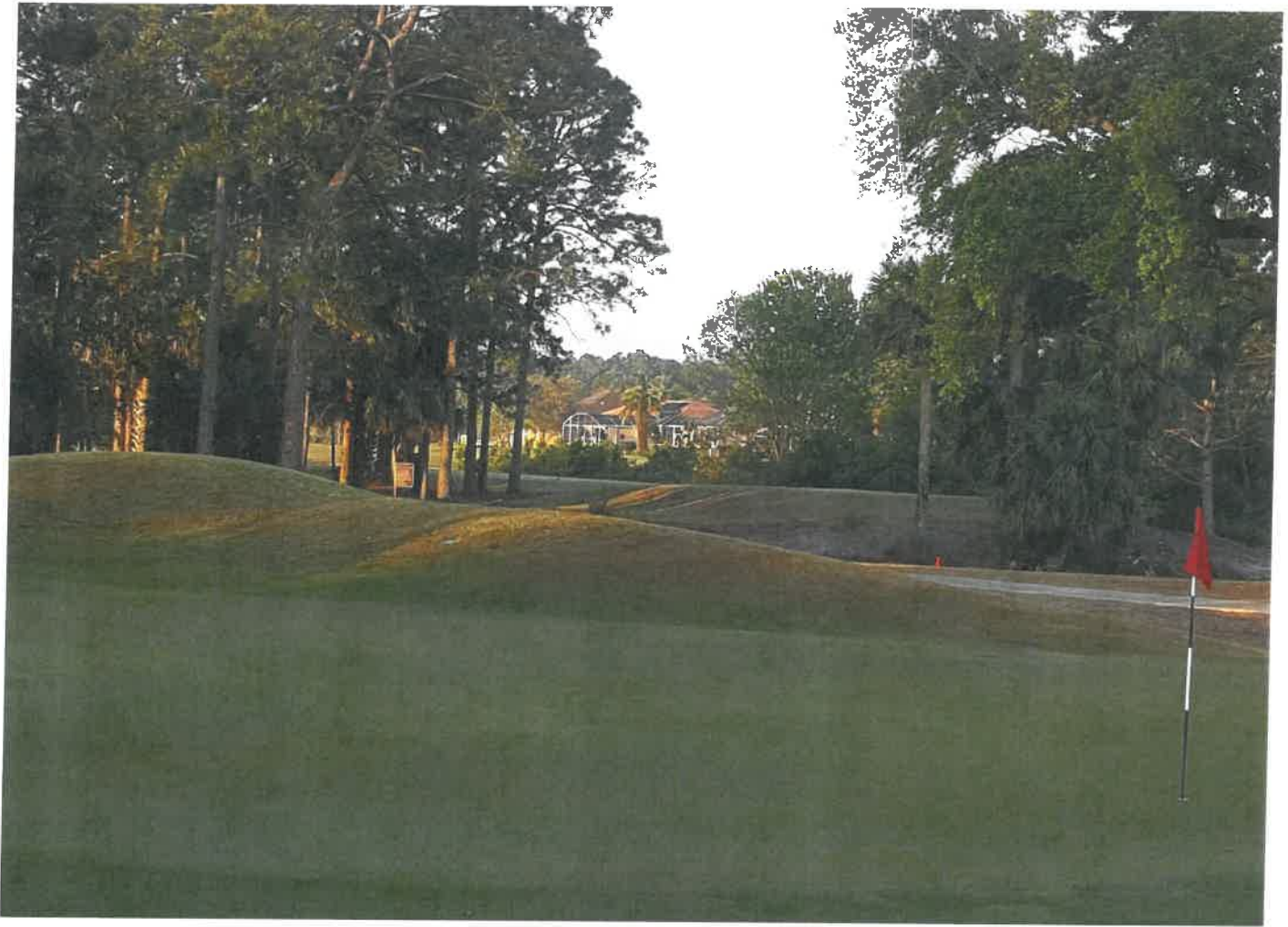
We are very proud to have Cypress Head in our management portfolio and would be honored to extend our relationship for the next five years and beyond, by building on the strong foundation we have established over the last 20+ years. When we first partnered with the City of Port Orange on Cypress Head, we had clear goals for the facility:

- Create a "Best In Class" golf experience
- Develop a strategic marketing plan to drive golf and ancillary revenues
- Produce award-winning golf course conditions
- Maintain and improve on the club assets
- Provide financial results that minimized the annual cost to operate the club for the City and eventually turn annual profits

For the past several years, the leadership team of Bob Duquette (GM), Reggie Hunter (Sales & Marketing), Susanne Snider (Accounting), and Darren Bache (Superintendent), supported by a great staff, have consistently delivered on these goals. We are proud of achieving the following awards:

- Hometown News - Best Around Volusia County 5 years running
- News-Journal - Best of the Best - Volusia and Flagler Counties 2009 to present

As an independently owned business, KemperSports' understands the importance of delivering on a promise. For 44 years, we have developed, owned and operated award-winning golf courses. We are proud to partner with numerous municipalities and government entities to serve their local communities. The results we have consistently achieved at Cypress Head are indicative of the value we strive to provide all our partners.



Despite the unprecedented operating challenges over the past two years during the pandemic, the KemperSports team was still be able to deliver for the City and its residents. By leveraging KemperSports' national resources to support the seasoned local team, Cypress Head not only navigated the pandemic, but delivered great playing conditions, a safe environment and record breaking financial results in 2021.

Although we have achieved much success together at Cypress Head, KemperSports is confident that the best is yet to come. Our team is energized and committed to perpetually "setting the bar" for daily fee golf, not just in Port Orange, but for the entire region. We have greatly appreciated working with City of Port Orange and are excited to continue this successful partnership!

Sincerely,

A handwritten signature in black ink that reads "Matt Lindley". The signature is fluid and cursive, with a long horizontal line extending from the end of the name.

Matthew Lindley, Vice President Operations
KemperSports Management

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 – Local Business Affidavit of Eligibility
- ☒ Form 9.10 – E-Verify Affidavit
- ☒ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- ☒ Form 9.12 – Non-Disclosure Agreement for Confidential Material
- ☒ Description of Confidential Material
- ☒ Form 9.13 – No Submittal Response Form
- ☒ Attachment 1 Services Costs/Fees Proposal Form
- ☒ Copy of License (Contractor, Sunbiz, etc.)
- ☒ Submission of one (1) original marked "ORIGINAL", three (3) copies and one (1) digital (flash drive) version in PDF format.

BY: Kemper Sports Management LLC
Name of Business


Authorized Signature

6/17/22
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 Proposals (RFP), 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 Proposal by all conditions of the Requestor Proposals.

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 RFP; 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 RFP.

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):

Kemper Sports Management LLC.
NAME OF BUSINESS

500 Skokie Blvd Suite 444
MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

Northbrook IL 60062
CITY, STATE & ZIP CODE

Jeremy Goldblatt, EVP
NAME, TITLE, TYPED

847 850 1818
TELEPHONE NUMBER / FAXNUMBER

36-2965951
FEDERAL IDENTIFICATION #

jgoldblatt@kempe-sports.com
E-MAIL ADDRESS

STATE OF IL COUNTY OF Cook

The foregoing instrument was acknowledged before me this day of 17 June, 2022 by Jeremy Goldblatt, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 8/5/22

[Signature]
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 Proposals (RFP), 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 # 1 Date: 6/14/22 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 above statement regarding Change Orders to the awarded Contract:

Kemper Sports Management LLC
 Name of Business

By: [Signature]
 Printed Name: Jeremy Goldblatt
 Title: EVP

STATE OF IL
 COUNTY OF Cook

Sworn to (or affirmed) and subscribed before me this 17 day of June, 20 22, by
Jeremy Goldblatt, as EVP of
(NAME) (TITLE)
Kemper Sports and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.

Tracy Tobin
 Notary Public, State of IL

Printed, typed, or stamped name, commission, and expiration:

TRACY TOBIN
 Official Seal
 Notary Public - State of Illinois
 My Commission Expires Aug 5, 2022

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.

Kemper Sports Management LLC

Name of Business

By: [Signature]

Printed Name: Jeremy Goldblatt

Title: EVP

STATE OF IL
COUNTY OF Cook

Sworn to (or affirmed) and subscribed before me this 17 day of June, 2022 by
Jeremy Goldblatt, as EVP of
(NAME) (TITLE)

Kemper Sports and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

is personally known to me, or
has produced _____ as identification.

Tracy Tobin
Notary Public, State of IL

Printed, typed, or stamped name, commission, and expiration:



This document must be stapled and enclosed 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 Jeremy Goldblatt who, being by me first duly sworn, made the following statement:

1. The business address of Kemper Sports Management LLC (name of Offeror or business) is 500 Skokie Blvd Suite 444 Northbrook, IL 60062.
2. My relationship to Kemper Sports Management LLC (name of Offeror or business) is EVP (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 _____ JSY. 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.)

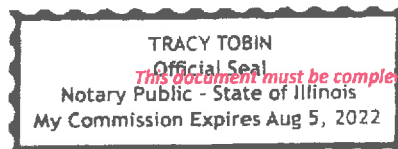
Kemper Sports Management LLC

Name of Business

By: JSYPrinted Name: Jeremy GoldblattTitle: EVPSTATE OF IL
COUNTY OF CookSworn to (or affirmed) and subscribed before me this 17 day of JUNE, 2022 by Jeremy Goldblatt as EVP of _____ and who:

[Notary: Please select one]

is personally known to me; or

has produced _____ as identification.Tracy TobinNotary Public, State of IL

Printed, typed, or stamped name, commission, and expiration:

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: Kemper Sports Management LLC

SIGNED BY: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED NAME OF SIGNATORY: Teemy Goldblatt

TITLE: Executive Vice President of Managed and Leased Services

ADDRESS: 500 Skokie Blvd Suite 444

CITY: Northbrook STATE: IL ZIP CODE: 60062

TELEPHONE: 847 850 1818 FAX: 847 291 0211

F.E.I.N. NUMBER: _____

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: Kemper-Sports Management LLC.
- B. Permanent main office address: 500 Skokie Blvd Suite 444 Northbrook, IL 60062
- C. Date organized: 6/17/2022
- D. If a corporation, where incorporated: IL originally, converted to a Delaware LLC in Apr. 2022
- E. How many years have you been engaged in the business under your present firm or trade name? 44
- 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: Golf Course Management
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- 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: Yes, see references and client list
- 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.

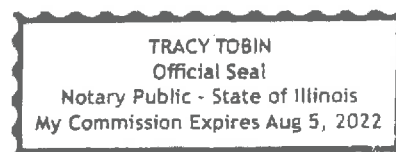
Kemper-Sports Management LLC.
 Name of Business
 By: [Signature]
 Printed Name: Jeremy Goldblatt
 Title: CEO

STATE OF: IL
 COUNTY OF: Cook

Sworn to (or affirmed) and subscribed before me this 17 day of June, 20 22
 by Jeremy Goldblatt and who:

[Notary: Please select one]

- ☒ Is personally known to me; or
☐ Has produced _____ as identification.
 Notary Public, State of: IL



Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.9 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #(as applicable): _____

BUSINESS NAME: _____ CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____

CITY-STATE-ZIP: _____ Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters and/or ☐ Principal Place of BusinessAnd within Legal Boundaries: ☐ City of Port Orange ☐ Volusia County ☐ State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach a valid business tax receipt, or other such documentation******ATTESTATION – I understand that:**

- In accordance with City of Port Orange City Code 2-275, local businesses shall have five (5) business days from bid/proposal opening to submit a best and final bid for evaluation. To qualify: A Port Orange business initial bid must be within (8%) of the lowest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the lowest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the lowest and best responsible bid from a non-State of Florida business.
- A local business must have its headquarters and/or principal place of business located within the legal boundaries of the City of Port Orange, Volusia County, or the State of Florida, as indicated herein, for at least twelve (12) months prior to the bid or proposal opening date and a valid business license, issued by the corresponding government agency. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Proposers shall attach to this affidavit of eligibility with abid or proposal, a copy of a valid business tax receipt or such other documentation, to the city's satisfaction, demonstrating the physical business presence of the firm within corresponding local limits.
- The preference does not apply to goods or services exempted by statute or prohibited by Federal law, State law, or other funding source restrictions.
- The preference established in this policy does not prohibit the right of the City, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The information contained herein may be subject to verification.
- A Proposer who misrepresents the local preference status of its firm in a proposal or bid submitted to the City of Port Orange will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference for a period of one (1) year. The City Manager may also recommend that the firm be referred for debarment.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____, as _____ of _____, a _____ He or she is _____ personally known or _____ produced _____ as identification.

Notary Public, State of Printed, typed, or stated name, commission, and expiration:***This document must be completed and returned with your Submittal***



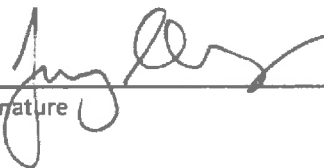
FORM 9.11 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**PRIMARY COVERED TRANSACTIONS
(TO BE COMPLETED BY PRIME CONTRACTOR)**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Kemper Sports Management LLC
Organization Name

RFP # 22-05
Bid Number or Project Name

Jeremy Goldblatt, EVP
Name(s) and Title(s) of Authorized Representatives


Signature

6-17-22
Date

This document must be completed and returned with your Submittal

Tab B: Experience & Capability

Financial Statements

As a matter of policy, KemperSports does not provide its financial statements in a public RFP. However, we are willing to make available our company financial statements to the City of Port Orange in a private and confidential setting during the interview and evaluation process, if KemperSports is selected (or as a condition of being selected) for this project.

FINANCIAL REFERENCES

BMO:

Vicky Hitz

Asst. Vice President Commercial Banking

111W. Monroe / 5W / Chicago, IL 60603

312-461-8370

vicky.htiz@bmo.com

TCF:

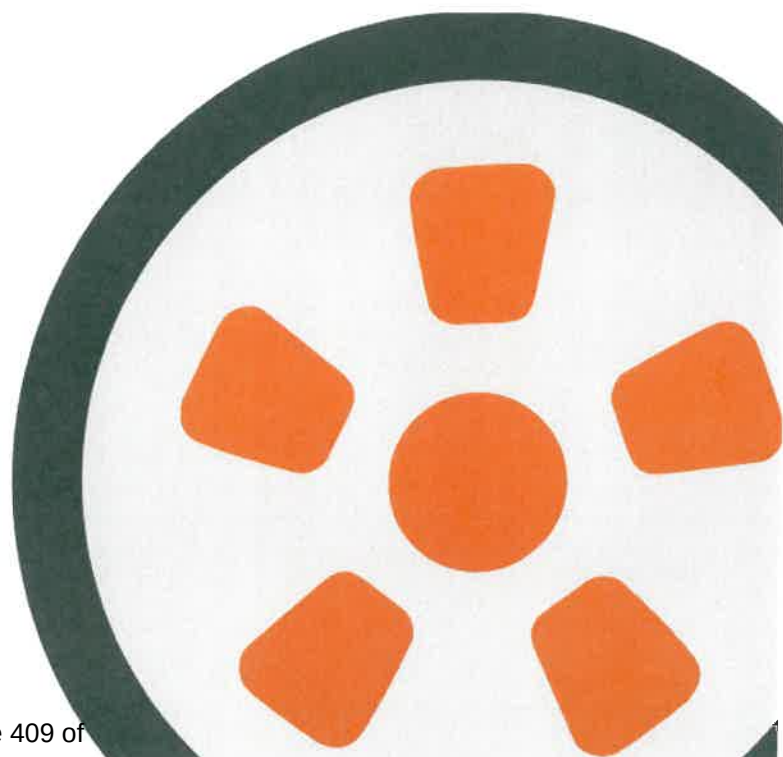
MATT STANGL Business Development Manager, Golf

TCF Capital Solutions, a division of TCF National Bank

1111 W. San Marnan Drive, Suite A2 West, Waterloo, IA 50701

P: 866-258-1129 | F: 800-741-8079 | C: 319-939-4489

mstangl@tcfbank.com



Experience & Capability



We leverage our past success only to build a better, more innovative and exciting future.

Our history proves our abilities as a leader in the hospitality and property management space, it's our fierce passion, agility and creativity that put us above the rest in delivering for our clients.

Passion is the purpose of our work.

We take what fuels a person and create a must-have experience around it—because we feel that passion too.

We champion our client's brand.

Our clients and their brands are the stars. We enhance our client's efforts by leveraging our depth of expertise for their gain. We customize solutions and execute proven tactics to maximize results.

We take it one relationship at a time.

Our company was built on family values. We have and always will act and conduct business with integrity while holding our relationships sacred. We treat our business, our teams, our clients and our customers like family. We focus on building one relationship at a time to grow and positively impact our communities.

We do things differently, because we can.

We are an independent family company with the agility and willingness to follow our instincts that put us above the rest in delivering for our clients. It's our competitive entrepreneurial spirit that fuels us.

Our size is our strength.

We offer a boutique, personalized service from single-course properties to expansive multi-experience operations. We have the exceptional talent and operational efficiencies of a large company with the attentive client and customer service of a small one.

We deliver results. Period.

We have over 40 years experience powering our clients into profitable businesses and driving revenue growth. Our model allows us to make long-term business decisions and our core company value of financial discipline grounds us.

Our portfolio reaches from golf property management and event marketing to hospitality and rare destination resorts. Our core values of service, relationships, loyalty, integrity, creativity and financial discipline are ingrained in who we are. We use our expertise and dedication to transform the industries we work in, from our founding KemperSports cornerstone to our latest expansion into experience management.

We manage more Top 100 Courses designated by Golf Digest, Golf Magazine and Golfweek, than any other management organization.

Our portfolio includes golf property management, event marketing and rare destination resorts.

National Scope, Local Focus.

Family Owned & Operated Since

1978

Facilities in Portfolio

120+

Staff & Team Members

6,500

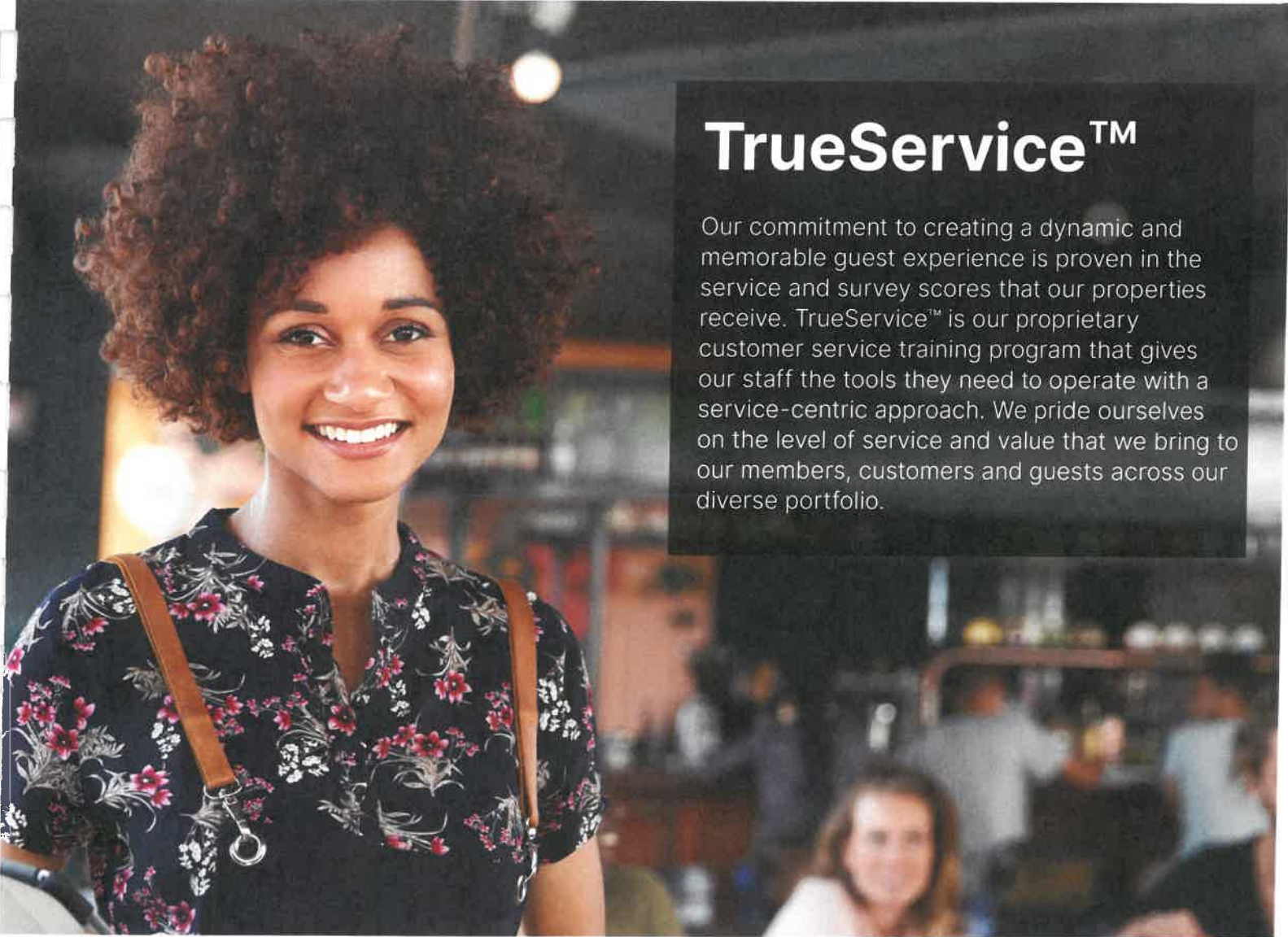
States in Operation

25

35 Municipal Clients | 45 Courses

- Bolingbrook Park District (IL)
- Broward County (FL)
- City of Dinuba (CA)
- City of Fairfield (CA)
- City of Janesville (WI)
- City of Kansas City (MO)
- City of La Crosse (WI)
- City of Lake Jackson (TX)
- City of Modesto (CA)
- City of Newton (KS)
- City of Palm Desert (CA)
- City of Portland (OR)
- City of Round Rock (TX)
- City of Buena Vista (CA)
- City of Stockton (CA)
- City of Sunnyvale (CA)
- City of Superior (WI)
- City of Ventura (CA)
- City of Yorba Linda (CA)
- Clark County (NV)
- County of Hunterdon (NJ)
- County of Union (NJ)
- Howard County (MD)
- Hudson County Improvement Authority (NJ)
- Illinois International Port District (IL)
- Pierce County (WA)
- The City of Lake Forest (IL)
- The City of Port Orange (FL)
- The County of Tunica (MS)
- Township of West Orange (NJ)
- Village of Bolingbrook (IL)
- Village of Lawrence (NY)
- Village of Sands Point (NY)
- Village of Vernon Hills (IL)
- Yolo County (CA)





TrueService™

Our commitment to creating a dynamic and memorable guest experience is proven in the service and survey scores that our properties receive. TrueService™ is our proprietary customer service training program that gives our staff the tools they need to operate with a service-centric approach. We pride ourselves on the level of service and value that we bring to our members, customers and guests across our diverse portfolio.

Customer Service

KemperSports is the recognized customer service leader because of a progressive approach to ensuring every member and guest feels appreciated with every staff interaction. TRUE SERVICE™ means consistently going the extra mile to assure customer satisfaction.

Our True Service program is designed to improve and enhance each staffer's communication skills with customers and fellow staff members. The program is administered by our operations group and involves on-going education. The TRUE SERVICE™ strategy is a commitment to achieving personal relationships with customers in order to take the facility to the highest level of operating professionalism and financial success as permitted by the budget.

The primary purpose of True Service is to create an atmosphere in which each staff member is encouraged to do something above and beyond "normal" service for customers and co-workers. The objective of the program is to accomplish the following goals: number of rounds played, customer retention, club utilization, banquet and special events, golf shop sales, food and beverage sales and word-of-mouth marketing.



KemperSports

TrueReview™

Summary Report



Report run: 6/17/2022 10:14 AM MDT

Data current as of: 6/17/2022 10:13 AM MDT

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	91.5	9.5	9.7	9.1	9.7	211
Cypress Head Golf Club	91.5	9.5	9.7	9.1	9.7	211

Summary Report



Report run: 6/17/2022 10:01 AM MDT

Data current as of: 6/17/2022 10:00 AM MDT

	NPS	Overall Rating	Service Rating	Course Rating	Recommend Rating	# of Surveys
Goal Index	70.0 70.0					
Totals	93.6	9.5	9.7	9.2	9.7	141
Cypress Head Golf Club	93.6	9.5	9.7	9.2	9.7	141

TrueReview

KemperSports has a proprietary customer survey system that provides golfers and other users of the facilities with the ability to provide feedback to the General Manager of each facility, the KemperSports Regional and National management team and to representatives of the City of Port Orange. After each round, or after a meal or event, the customer receives a customer survey with five questions...How would you rate the following... Service, Course, Food, Overall and Would Your Recommend This Course to a Friend?

As you can see, KemperSports senior officers, management team and course level operations teams receive their course results on a weekly basis as well as a "dissatisfied" customer report with email and phone number and each General Manager calls the customer to discuss their issue or situation. We also share this information with our clients at our monthly meetings. We also use a Net Promoter Score System, used by various Customer Service industries to measure overall satisfaction. KemperSports uses a minimum score of 70 which is considered a high benchmark by NPS standards.

Cypress Head Golf Club

4.4 ★★★★★ 592 Reviews [f](#) [t](#) [m](#)

[Rating Snapshot](#) [About](#) [Reviews](#) [Content, Offers and more](#)

Rating Snapshot

[All Time](#) [Last 6 Months](#) [Last 12 Months](#)

GOLFPASS Rating Index 4.4 ★★★★★ 592 Reviews

5 Stars	216	Conditions	4.3 ★★★★★
4 Stars	313	Value	4.5 ★★★★★
3 Stars	46	Layout	4.5 ★★★★★
2 Stars	12	Friendliness	4.6 ★★★★★
1 Stars	5	Pace	4.3 ★★★★★
		Amenities	4.1 ★★★★★

96.5%

[Recommend this course](#)

556 out of 592 reviews

[Read Reviews](#)

Cypress Head Golf Club

4.4 ★★★★★ 626 Reviews [f](#) [t](#) [m](#)

[Rating Snapshot](#) [About](#) [Reviews](#) [Content, Offers and more](#)

Rating Snapshot

[All Time](#) [Last 6 Months](#) [Last 12 Months](#)

Average Rating 4.5 ★★★★★ 136 Reviews

5 Stars	75	Conditions	4.5 ★★★★★
4 Stars	57	Value	4.5 ★★★★★
3 Stars	3	Layout	4.6 ★★★★★
2 Stars	0	Pace	4.2 ★★★★★
1 Stars	1	Amenities	4.3 ★★★★★
		Staff Friendliness	4.7 ★★★★★

99.3%

[Recommend this course](#)

135 out of 136 reviews

[Read Reviews](#)



TrueReview | Testimonials

The staff was courteous and friendly as usual! I always have a great experience at this course. Cypress head is my preferred course in the area.

You folks are great. From the check in process right through to the end. I always feel welcome. The course is in great shape and a true test for all handicap levels in my opinion.

Very impressed with the entire process. From bag drop, club house the course was incredible. And the restaurant very good. Had a good time. I'll be back

We play in a traveling group & we all look forward to playing Cypress Head. By far in the best condition of any area course, they have people at bag drop to help you with your clubs, and a friendly staff inside. Great food for lunch. All around the best place to spend your money! Don't change a thing!

I wish I could get the people who run this place to come to my home course in New Jersey, I would be the happiest person alive. Great course, very friendly people, overall, a wonderful day!

Great day playing the course, lots of fun and the staff is always so friendly. Best course in the county!!

KemperSports | Course Listing

Property	Property City	Property State
AllGolf at C.B. Smith Park	Pembroke Pines	FL
Ash Brook Golf Course	Scotch Plains	NJ
Bandon Dunes Golf Resort	Bandon	OR
Bear Creek Golf Complex	Chandler	AZ
Big Cedar Lodge	Ridgedale	MO
Black Gold Golf Club	Yorba Linda	CA
Blackhawk Golf Course	Janesville	WI
Bolingbrook Golf Club	Bolingbrook	IL
Boughton Ridge Golf Course and Ashbury's	Bolingbrook	IL
Broadmoor Golf Links	Fletcher	NC
Buenaventura Golf Course	Ventura	CA
Buffalo Creek Golf Club	Rockwall	TX
Cantigny Golf	Wheaton	IL
Center Weddings & Events (Yorba Linda Community Center)	Yorba Linda	CA
Chambers Bay Golf Course	University Place	WA
Colwood Golf Center	Portland	OR
Country Club of St. Albans	St. Albans	MO
Country Club of Winter Haven	Winter Haven	FL
Creskide Golf Course	Modesto	CA
Cypress Head Golf Club	Port Orange	FL
Deerpath Golf Course	Lake Forest	IL
Desert Willow Golf Resort	Palm Desert	CA
Dryden Park Golf Course	Modesto	CA
Dublin Ranch Golf Course	Dublin	CA
Forest Creek Golf Club	Round Rock	TX
Forest Hills Golf Course	La Crosse	WI
Gallopig Hill Golf Course	Kenilworth	NJ
Golden Horseshoe Golf Club	Williamsburg	VA
Harborside International Golf Center	Chicago	IL
Hawthorn Woods Country Club	Hawthorn Woods	IL
Heron Glen Golf Course	Ringoes	NJ
Heron Lakes Golf Club	Portland	OR
Hodge Park Golf Club	Kansas City	MO
Holly Hills Country Club	Ijamsville	MD
Knollwood Club	Lake Forest	IL
Lake Spanaway Golf Course	Tacoma	WA
Lakeview Golf Club	Meridian	ID

Property	Property City	Property State
Lawrence Yacht & Country Club	Lawrence	NY
Lincolnshire Fields Country Club	Champaign	IL
Links at Perry Cabin	St. Michaels	MD
Mink Meadows Golf Club	Vineyard Haven	MA
Mossy Oak Golf Club	West Point	MS
Nemadji Golf Course	Superior	WI
Old Waverly Golf Club	West Point	MS
Olivas Links	Ventura	CA
Paradise Valley Golf Club	Fairfield	CA
Rancho Solano Golf Club	Fairfield	CA
Reston National Golf Course	Reston	VA
Ridge Creek Dinuba Golf Club	Dinuba	CA
Riverside Golf Course	Janesville	WI
Rock Spring Golf Club	West Orange	NJ
Royal Melbourne Country Club	Long Grove	IL
Sand Creek Station	Newton	KS
Sand Valley	Nekoosa	WI
Scotch Hills Country Club	Scotch Plains	NJ
Seneca Hickory Stick Golf	Lewiston	NY
Sequoyah National Golf Club	Whittier	NC
Shoal Creek Golf Course	Kansas City	MO
Skyway Golf Course at Lincoln Park West	Jersey City	NJ
Spokane Club	Spokane	WA
Streamsong Resort	Streamsong	FL
Swan Point Yacht & Country Club	Issue	MD
Swenson Park Golf Course	Stockton	CA
The Club at Grandezza	Estero	FL
The Club at Sunrise	Las Vegas	NV
The Dunes Club	New Buffalo	MI
The Glen Club	Glenview	IL
The Governors Club	Brentwood	TN
The Governors Club POA	Brentwood	TN
The Inns at St. Albans	St. Albans	MO
The Jewel Golf Club	Lake City	MN
The Links at Bodega Harbour	Bodega Bay	CA
The Timbers at Troy	Elkridge	MD
The Village Club of Sands Point	Sands Point	NY
The Wilderness at Lake Jackson	Lake Jackson	TX
The Woodlands Course at Whittaker	New Buffalo	MI
The Yacht Club at Chandlers	Rockwall	TX
Thornberry Creek at Oneida	Oneida	WI
Timberlinks Golf Club	Denton	TX
Tunica National Golf & Tennis	Tunica Resorts	MS
Union County Concessions	Kenilworth	NJ
Vernon Hills Golf Course	Vernon Hills	IL
Warinanco Sports Center	Roselle	NJ
Whiskey Creek Golf Club	Ijamsville	MD
Wild Wings Golf Club	Woodland	CA
Wilderness Ridge Golf Club	Lincoln	NE

Management Team & Staffing Plan

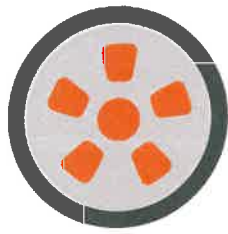
Our passion and skill empower us to help Port Orange discover, explore, map and create the future today, leading you to unlimited possibilities and unprecedented success.

Our dedicated management team provides clubs with a comprehensive suite of services to ensure that each course operates at its highest potential. We have a proven track record of maximizing profit while maintaining extraordinary standards of genuine, helpful and friendly service. KemperSports has established industry-leading benchmarks in management operations.

**"THE STRENGTH OF OUR PEOPLE
IS THE BACKBONE FOR SUCCESS."**

Steve Skinner | Chief Executive Officer





KemperSports®

**Jeremy Goldblatt**

Executive Vice President of Managed & Leased Services

Jeremy Goldblatt joined KemperSports in 2021 and leads KemperSports' highly regarded portfolio of best-in-class managed and leased properties. Jeremy most recently served as COO of Professional Sports Catering, a division of Levy – a leading hospitality company providing food and beverage to major sports and entertainment venues. During his tenure with Levy, he was instrumental in the company's growth and helped to launch a best-in-class management development program. He is a graduate of Brown University and received his master's degree in business administration from the University of Chicago.

**Matt Lindley**

Vice President, Operations

Matt Lindley has over 33 years' experience in the hospitality industry in destination golf, private clubs, lodging and regional operations management. He served as Vice President and General Manager at Sandestin Golf & Beach Resort for several years and has owned and operated two hospitality companies; Destination Adventure Holdings and Professional Golf Management, Inc. Based in Florida, Mr. Lindley oversees operations for properties in the southeast region of the United States, as well as the Caribbean and Mexico for KemperSports.

**Erica Espe**

Regional Sales & Marketing Director

Erica Espe oversees the development and execution of sales and marketing strategies for multiple properties on the east coast within the KemperSports portfolio. She has been with KemperSports for more than 12 years, most recently serving as the Sales, Marketing and F & B Director at the KemperSports-managed Heron Glen Golf Course in Ringoes, New Jersey. In 2016, she received the James S. Kemper Staffer of the Year award, which recognizes a KemperSports staffer who has made outstanding contributions to the company and the community while exemplifying the company's cultural principles.

**Jason Pierce**

Regional Agronomist

Jason Pierce is a 21-year KemperSports staffer currently serving as the director of agronomy at Golden Horseshoe Golf Club in Williamsburg, Va. A graduate of Rutgers' Turfgrass Program and a GCSAA Class A Superintendent, Jason's background includes three different course construction and grow-in projects. He has also worked on course renovation projects with renowned architects P.B. Dye (Dye Designs) and Brian Ault and Tom Clark (Ault, Clark & Associates) and has established two facilities as Audubon Certified.

**Shawn Richter**

Vice President of Accounting

Shawn Richter joined the KemperSports family in 2005. Throughout his career, he has been in the field as the Controller at daily fee, semi-private, private and resort facilities, as well as served multiple roles within the KemperSports Home Office, earning him the Mady Lesnik Home Office Staffer of the Year award in 2016. His success is attributable to his strong knowledge of accounting, coupled with a great understanding of operations. A True Service ambassador with a keen awareness of the impact operations has on our business, he is valued among clients and colleagues.

**Heather Margulis**

Senior Vice President of Human Resources

Heather Margulis is a Senior Human Resources leader with 20 years of experience delivering business results through strategic guidance. Her expertise in designing and implementing creative solutions support an organization's vision and drive employee engagement. Her wide experience as a generalist in Human Resources with specialties in Benefits, Compensation and HRIS makes Mrs. Margulis an asset to KemperSports. Adept at building relationships at all levels of organizations allows her opportunities to dig into the details for maximizing people capability and business results. Mrs. Margulis has developed a deep expertise in recruiting, developing and training staff in a multi-state environment. Mrs. Margulis is a graduate of the University of Iowa.

**Jeff Osborn**

Senior Director Business Affairs & Strategic Partnerships

Jeff Osborn is responsible for initiating, negotiating, optimizing and managing new and existing partnerships with key KemperSports vendors. In addition to his work overseeing strategic partnerships and preferred vendors, Jeff assists the Operations and New Business Development teams in driving incremental revenue through negotiation, analyzing and optimizing contract structures, incentive payments and purchasing partnerships. Jeff brings more than 15 years of sports and entertainment experience to KemperSports, most recently leading strategy, business development and finance for a division of Levy Restaurants. Jeff graduated from Tulane University and played on the men's golf team.

Cypress Head Golf Course Level Org Chart



Bob Duquette
General Manager

Darren Bache
Superintendent

Susanne Snider
Controller

Reggie Hunter
Sales & Marketing

Dylan Quintrell
Asst. Head Professional

Assistant Superintendent

Inside Golf Staff

Maintenance Staff

Outside Golf Staff



Robert M Duquette

PGA Professional

60 Golf Villa Dr. Port Orange, FL. 32128

Home 386.256.4354 Cell 863.221.7048

Professional Experience

General Manager Cypress Head Golf Club

May 2015- Present

Port Orange, Fl.

A city owned golf course with over 45,000 customer rounds annually.

- Managed all golf shop department operations and services; assuring high standards and total customer satisfaction.
- Involved in planning, budgeting, forecasting, monitoring, and correcting in all fiscal areas.
- Maintained close working relationships with Golf Course Superintendent, Food & Beverage Owner operator of Flagsticks restaurant and our Sales and Marketing Director.
- Developed a creative tournament schedule for all active members involving the Men's and Ladies golf organizations.
- Delivered high quality golf instruction, supervised clinics, golf camps and player development programs that addressed the needs of all of our customers.
- Coordinated staff meetings focused on customers, operations and improving communications for all aspects of the golf facility.
- Created policies to ensure proper hiring, training, and supervising of all staff members.
- Delegated key responsibilities to staff related to outside cart operations and merchandise sales and inventory control.
- Enforced golf shop operations policies, procedures, controls and fee structure to ensure the safekeeping of assets, inventory and resources.

*Interim General Manager
Palm Harbor Golf Club Palm Coast FL.*

November 2014 - February 2015

*Director of Golf/ Head Professional
Palm Harbor Golf Club Palm Coast, FL.*

October 2011- November 2014

*Assistant Golf Professional
ChampionsGate Golf Resort Davenport Fl.*

October 2005-May 2011

A 36 hole upscale resort club owned by the Omni Hotel and designed by Greg Norman with members and guests playing over 58,000 rounds annually.

- Responsible for managing, opening, closing and securing golf shop.
- Interacted with members, Omni guests, tournament guests and strategic partners.
- Involved with all aspects of merchandising and sales operations with annual sales in excess of 1.2 Million including inventory, promotion, displays and weekly sales reporting.
- Managed and coordinated tournament operations for over 100 events annually.
- Participated in tournament operations for the NBC Nationally televised Del/Webb Father/Son Challenge in 2006-2007 and 2008.
- Involved in operation of Golf Digest Demo Days from 2006-2010.
- Interacted with the David Leadbetter Teaching Academy observing teaching techniques and training programs.

Education

Elected to PGA membership in June of 2012.

Doctor of Chiropractic Degree from Northwestern Chiropractic College in Bloomington MN 1980.

Associate in Arts Degree from Holyoke Community College 1976.

Professional Affiliations

Member of the North Florida section and Member of the USGA

Darren Bache

dbbache@aol.com

112 Palm Circle • Flagler Beach, Florida 32136 • 386-547-2810

PROFESSIONAL SUMMARY

GCSAA Class A Superintendent with over 20 years industry experience. Highly skilled in all areas of golf course management, with extensive knowledge of agronomy and a strong work ethic. Proven leadership, operational management, organizational and project delivery skills, with the ability to build strong relationships and communicate and collaborate effectively. Active member in industry associations.

PROFESSIONAL EXPERIENCE

- **Cypress Head Golf Club/Kemper Sports, Port Orange, Florida** **12/2019 – present**
Golf Course Superintendent
 - Responsible for all employees, equipment maintenance, budgeting and purchasing
 - Responsible for grounds maintenance of clubhouse and surrounding areas
 - Responsible for all human resource functions, including recruitment and retention, annual performance reviews, corrective action and safety training
 - Develop and implement all pesticide and fertilizer programs
- **LPGA International, Daytona Beach, Florida** **7/2019 – 10/2019**
Golf Course Superintendent
 - Responsible for all employees, equipment maintenance, budgeting and purchasing for two golf courses
 - Responsible for grounds maintenance of clubhouse and pool area
 - Responsible for all human resource functions, including recruitment and retention, annual performance reviews, corrective action and safety training
 - Develop and implement all pesticide and fertilizer programs
 - Hosted 2019 Symetra Tour Championship
- **Halifax Plantation Golf Club, Ormond Beach, Florida** **2001 - 2019**
Golf Course Superintendent
 - Responsible for all employees, equipment maintenance, budgeting and purchasing
 - Responsible for grounds maintenance of clubhouse, tennis club and pool area
 - Build and maintain relationships with housing developer, real estate management and homeowners association
 - Responsible for all human resource functions, including recruitment and retention, annual performance reviews, corrective action and safety training
 - Develop and implement all pesticide and fertilizer programs
 - Oversaw golf course disaster recovery and clean-up efforts after major hurricanes

- **Pelican Bay Country Club, Daytona Beach, Florida** **1996 - 2001**
Golf Course Superintendent **1997 - 2001**
Golf Course Assistant Superintendent **1996 - 1997**
 - Responsible for all employees, equipment maintenance, budgeting and purchasing on two courses
 - Responsible for grounds maintenance of two clubhouses, tennis club and pool area
 - Responsible for all human resource functions, including recruitment and retention, annual performance reviews, corrective action and safety training
 - Develop and implement all pesticide and fertilizer programs
 - Oversaw all in-house bunker renovations
 - Oversaw all in-house tee construction and additions
 - While Assistant Superintendent, partnered in USGA greens reconstruction
- **Palm Aire Country Club, Pompano Beach, Florida** **1996 - 1996**
Intern assisting with Toro Osmac irrigation installation
- **Gainesville Country Club, Gainesville, Florida** **1994 - 1996**
Equipment Operator

EDUCATION

- University of Florida, Gainesville, Florida 1992 – 1996
Bachelor of Science – Environmental Horticulture, concentration in Turfgrass Management

LICENSES & AFFILIATIONS

- Class A Superintendent
- Member of Golf Course Superintendents Association of America
- Member of North Florida Golf Course Superintendents Association of America
 - Member of the Board of Directors 2017 - 2019
- Licensed Commercial Restricted Use Pesticide Applicator, specializing in ornamental and turf
- Certified in Best Management Practices for the Enhancement of Water Quality on Florida Golf Courses

Susanne Snider

611 Katherine Street, South Daytona Florida 32119
(386) 322-2570, Email: ssnider530@cfl.rr.com

Objective

Secure a position with a viable company in Management setting.

Skills

Microsoft Word, Excel and Outlook. Corel Wordperfect 8, Wordperfect 3.1, Windows 3.1/95/98/2000 & XP, Accounting software knowledge includes Peachtree, Solomon IV, CYMA, Stromberg Time Management, Quicken, DAC Easy Accounting, MAS 90 Accounting, Microsoft Great Plains. Telman/Unifocus Management Software, IBS Point of Sale and Teetimes and Fore! Reservations. Extensive Internet knowledge. AT&T Lucent and NEC phone systems. Typing 50 WPM.

Professional History

October '02 – Present KemperSports Management Port Orange and Palm Coast, FL

Controller

Bookkeeper/Controller for two 18 Hole Golf Course and Restaurant/Bar. Duties include daily, weekly and monthly accounting of all revenues.

Assist management with revenue reporting to the City of Port Orange as well as budgeting and business planning for upcoming fiscal year.

Bi-weekly payroll hour reporting and HR issues regarding benefits and hiring.

Assist in Proshop with general operations using IBS point of sale and Fore! Reservation systems.

Renewal of Annual Passholders and Annual Trail Passholders. Handling issues that occur when General Manager is not on property.

Customer service and inventory management.

Computer software Fore! Reservations, Integrated Business Systems, Peachtree, Great Plains, GHIN.

Susanne Snider*(cont.)***August '12 – Present****Part Time****Weight Watchers International****Leader/Receptionist**

Leader Instruct new members on program details. Give guidance and motivation to members at meetings and during open store hours.

Receptionist Weigh new and existing members for their weekly progress. Assist in customer service issues. Motivate members that are struggling and encourage them to keep trying.

September '99 – October '02**Elite Hospitality, Inc.****Daytona Beach, FL*****Operations Assistant***

Accounts payable for six hotels ranging in size from 72-142 rooms using Telman Management system and Solomon accounting software.

Processing Payroll for thirteen properties bi-weekly using Solomon and Unifocus software.

Office management overseeing daily operations and problem solving.

Assisting the Chairman and President of the company in various duties including preparing documents for real estate closings and refinancing.

Assisted in accounting software transition as well as opening new corporate offices.

Administer employee insurance program, which includes enrollment of new employees and yearly open enrollment for employee paid Health, Dental and Vision insurances as well as all the billing and payments for same.

April '95 – September '02**Harty Mfg. Eng. & Design, Inc.****d/b/a The Foundry****Daytona Beach, FL**

Susanne Snider*(cont.)*

Assistant V.P. Sales and Customer Service,
Administration and Accounting

Responsible to maintain the top customer accounts and International accounts. Travel to sales trade shows as a representative of the company.
Generate new accounts.

Manage office systems and employee relations.

Accounts receivable invoicing and collections (MAS 90).

Cross-trained in all aspects of shipping/receiving, accounts payable GL and inventory control. Train new employees in respective areas.

Maintain computer and phone systems.

December '93 – October '94

Kinsey, Vincent, Pyle P.A.

Daytona Beach, FL

Receptionist / Secretary

Answer phones and perform various secretarial duties.
Assist office manager.
Run various errands.
Organize file storage.

July '93 – November '93 Salary \$20k
Commercial Pool Systems Daytona Beach, FL

Receptionist / Secretary, Accounts Receivable

Answering phones.
Invoicing and job orders. Customer service.

April '91 – June '93
Eagle Spring Filtration Inc. Daytona Beach, FL

Sales and Accounts Receivable

Maintain sales accounts.
Handle incoming customer orders.
Process invoices through accounts receivable in accounting system (DAC Easy and MAS 90).

Susanne Snider*(cont.)*

Organize office systems and assist in the upkeep of the systems.

Various secretarial / receptionist duties.

Education

Fred Pryor Excel Seminar

June 2003

Dale Carnegie 12-week Sales Seminar,

November 1992

Daytona Beach Community College

Daytona Beach, Florida

Accounting and Business courses

**Summary of
Qualifications**

- Excellent communication and problem solving skills.
- Strong Customer service skills.
Able to learn new tasks quickly and handle them in a professional manner.
- Have assisted in numerous accounting software transitions.
- Possess knowledge of real estate closings and tourism industry.
- Extremely reliable and have a solid work history.
The one gap where I did not work was due to maternity leave.

Outside Interests

Raising my two boys, computers, Audobon Society activities, helping local non-profit Pet charities and reading.

Regina M. Hunter

*1111 Crystal Creek Drive
Port Orange, FL 32128
W: (386) 760-5562
C: (386) 212-8655*

Professional Standing:

Cypress Head Golf Club
Sales & Marketing Director – Kemper Sports
September 2009 to Present

Golf Sales Manager
Staed Hotels, Daytona Beach, Florida
September 2007 to August 2009

Tournament Director
LPGA International Golf Course
39 hole Semi-Private Golf Facility
Daytona Beach, Florida
1999 to August 2007

Mission Statement: To Promote Cypress Head Golf Club in all areas, and to exceed the expectation of each guest, in the areas of: attention to detail, customer service, friendliness & quality of product, every day.

Essential Duties & Responsibilities Cypress Head Golf Club

Primary contact for all Golf Tournaments and Outings, including Food & Beverage requirements.

Market the Golf Course to promote the Property with site tours, attending committee meetings, and speaking at professional organizations, including the Port Orange South Daytona Chamber of Commerce and the Port Orange-South Daytona Rotary.

Plan, direct & coordinate all tournament rounds including: Charity outings and Corporate events.

Responsible for Social Media output including Website, E-blasts, Instagram and FACEBOOK

Professional Affiliations:

Member of the Board of Directors of the POSD Chamber of Commerce since 2015, including Chairman of the Board in 2021. Member of the SE Volusia Chamber of Commerce, Member of the Daytona Beach Chamber of Commerce, Member of the POSD Rotary including past Treasurer, and head of various committees. Volunteer consultant on various local Charity Events.

Management:

Supervision: Coordinate 3 Departments (Golf inside Pro Shop Staff, Outside Golf Operations Staff, and Food & Beverage) from planning stages to tournament day.

“Hands on” Management Style: stepping in wherever needed to ensure smooth operations & quality service. Leads by example, empowering & motivating others to achieve their highest performance level.

Professional Highlights:

Was part of the LPGA International Management team for the opening and startup of new clubhouse in 2002.

Solely responsible for over \$1,000,000.00 in gross tournament and related food and beverage sales in 2006.

Manager of the Year – 2006 LPGA International

In 2002, Co-Hosted “Golf Talk”, weekly call-in program, on WNDB radio, for the greater Daytona Beach area.

Opening team at Palm Harbor Golf Club in Palm Coast in 2009

Team Member of the Re-Opening of Cypress Head Golf Club in 2015

Instrumental in promotion of annual campaigns for “Toys for Tots” Wreaths Across America, Folds of Honor program.

Cypress Head Golf Club has been voted the “BEST OF THE BEST” Golf Course every Year since 2009.

References:

Nancy Henderson
Executive Director LPGA
LPGA Tour Headquarters, Daytona Beach, FL
(386) 274-6200

Others provided on request

Dylan Quintrell

45 Fairway Circle New Smyrna Beach, FL 32168 | 330-730-1764 | dquintrell@kempersports.com

Experience

ASSISTANT PROFESSIONAL | CYPRESS HEAD GOLF CLUB | OCTOBER 2019-PRESENT

- Outside Staff Supervisor (Managing)
- Front Desk Manager
- Junior Clinics
- Junior/Adult Lessons
- Tournament Operations/Golf Genius
- Golf Cart Fleet Manager
- Marketing
- Callaway Staff/Certified Club Fitter
- Course Marshaling

ASSISTANT PROFESSIONAL | THE GOLF CLUB OF AMELIA ISLAND | JANUARY 2014-OCTOBER 2019

- Outside Staff Supervisor (Scheduling and Managing)
- 9 Hole Ladies Tournament Director
- Club Repair (Regripping)
- Front Desk Manager
- Junior Clinics and Lessons
- Tournament Operations
- Course Marshaling

CART ATTENDANT | FIRESTONE COUNTRY CLUB | APRIL 2008-OCTOBER 2013

- Shift Manager
- Cleaning and Organizing Carts
- Tournament Set Up
- Cart Maintenance

Education

DIPLOMA

Kenmore High School, 2011

Skills & Abilities

MANAGEMENT

- Cart Staff Supervisor
- Callaway Certified Fitter
- Cart Fleet Operations
- Ladies Golf Association Tournament Director

SALES

- Merchandise Sales
- Inventory Management

LEADERSHIP

- Outside Supervisor (Golf Club of Amelia Island)
- LGA Tournament Director
- Shift Manager (Firestone Country Club)

References:

Bob Duquette, *PGA*

General Manager

Cypress Head Golf Club

863-221-7048

bduquette@kempersports.com

Jason Hill

Head Golf Professional

The Golf Club of Amelia Island

904-277-0012

jason@golfclubofamelia.com

Steve Carter, *PGA*

General Manager

Firestone Country Club

330-245-3277

steve.carter@ourclub.com

Gary Robison, *PGA*

General Manager

Brookside Country Club

330-933-8509

grobison@brooksidecc.com

FILE 2ND

State of Florida Business License

CORPORATION SERVICE COMPANY
1201 Hays Street
Tallahassee, FL 32301
Phone: 850-558-1500

ACCOUNT NO. : I20000000195

REFERENCE : 704319 4306519

AUTHORIZATION :



COST LIMIT : \$ 125.00

ORDER DATE : May 24, 2022

ORDER TIME : 1:52 PM

ORDER NO. : 704319-055

CUSTOMER NO: 4306519

FOREIGN FILINGS

NAME: KEMPER SPORTS MANAGEMENT, LLC.

XXXX QUALIFICATION (TYPE: CO)

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

 CERTIFIED COPY
XX PLAIN STAMPED COPY
 CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Eyllena Baker -- EXT#

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Kemper Sports Management, LLC

Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Ann M. Schneider

Name of Person

Seyfarth Shaw LLP

Firm/Company

233 S. Wacker Drive, #8000

Address

Chicago, IL 60606

City/State and Zip Code

jlawler@kempersports.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Ann M. Schneider

312 460-6228
at ()

Name of Contact Person

Area Code

Daytime Telephone Number

Mailing Address:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:

Registration Section
Division of Corporations
The Centre of Tallahassee
2415 N. Monroe Street, Suite 810
Tallahassee, FL 32303

Enclosed is a check for the following amount:

Please make check payable to: **FLORIDA DEPARTMENT OF STATE**

☐ \$125.00 Filing Fee ☐ \$130.00 Filing Fee & ☐ \$155.00 Filing Fee & ☐ \$160.00 Filing Fee, Certificate
Certificate of Status Certified Copy of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Kemper Sports Management, LLC

(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. Delaware

(Jurisdiction under the law of which foreign limited liability company is organized)

3. 36-2965951

(FBI number, if applicable)

upon registration

4.

(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 500 Skokie Blvd., Suite 444

(Street Address of Principal Office)

6. 500 Skokie Blvd., Suite 444

(Mailing Address)

Northbrook, IL 60062

Northbrook, IL 60062

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Corporation Service Company

Office Address: 1201 Hays Street

Tallahassee, Florida 32301

(City)

(Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Corporation Service Company

By:

Eyelima Bahor

Assistant Vice President

(Registered agent's signature)

APPROVED
AND
FILED

2022 MAY 25 AM 9:08

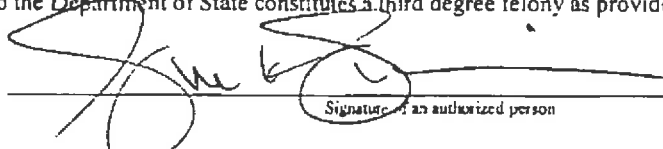
8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
☒ Manager	Name: <u>Steven K. Skinner</u>	☒ Manager	Name: <u>Steven H. Lesnik</u>
☐ Member	Address: <u>500 Skokie Blvd., Suite 444</u>	☐ Member	Address: <u>500 Skokie Blvd., Suite 444</u>
☐ Authorized	<u>Northbrook, IL 60062</u>	☐ Authorized	<u>Northbrook, IL 60062</u>
Person	_____	Person	_____
☐ Other _____	☐ Other _____	☐ Other _____	☐ Other _____
☐ Manager	Name: _____	☐ Manager	Name: _____
☐ Member	Address: _____	☐ Member	Address: _____
☐ Authorized	_____	☐ Authorized	_____
Person	_____	Person	_____
☐ Other _____	☐ Other _____	☐ Other _____	☐ Other _____
☐ Manager	Name: _____	☐ Manager	Name: _____
☐ Member	Address: _____	☐ Member	Address: _____
☐ Authorized	_____	☐ Authorized	_____
Person	_____	Person	_____
☐ Other _____	☐ Other _____	☐ Other _____	☐ Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



 Signature of an authorized person
 Steven K. Skinner, CEO

 Typed or printed name of signee

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "KEMPER SPORTS MANAGEMENT, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FOURTH DAY OF MAY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "KEMPER SPORTS MANAGEMENT, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF APRIL, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6769941 8300

SR# 20222264383

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203507984

Date: 05-24-22

Tab C: Operational Concepts & Plans

Tab C: Operational Concepts & Plans

KemperSports has been driving peak performance for golf courses and hospitality facilities with proven customized management solutions for more than 40 years. Our family value-based culture powers our business and growth.



With a commitment to delivering the vision of each client, we understand the intricacies of the club and hospitality business. We are squarely focused on positioning your brand as a market leader, giving you the tools, innovative solutions, industry expertise and partnership to achieve your goals.

Management Approach



Operations

The Regional Operations Group at KemperSports works closely with our teams in the field, led by our facility general managers. We champion client satisfaction by providing KemperSports TrueService™, a proprietary customer service training program, throughout all areas of the operations. Our operations team develops and executes financial plans and initiatives to drive profitable growth, and works with our facility teams to organize and deploy activities that generate customer demand.





Service, Proprietary Programs & Training

KemperSports has a number of proprietary programs to educate and assist staffers to execute and enjoy their respective jobs. As would be expected from a company the size and caliber of KemperSports, we spend significant dollars in the Human Resources department to ensure quality and consistent programs are in place. Now with COVID-19, we have further strengthened our safety and quality control programs for both our staffers as well as our customers. From a day-to-day management perspective, we have standard operating procedures, detailed job descriptions, staffer review programs, on-site and online job training, detailed hiring procedures, a proprietary customer service program called True Service™ as well as other internal controls and policies and procedures to ensure a consistent, well-operated facility on a daily basis.

Training Methodology

TrueService™ training is designed to enhance each staffer's communication and problem-solving skills. Sessions are administered by a TrueService™ Champion to build a culture of dialogue on improving customer service performance. TrueService™ has been proven to increase staff motivation and engagement, improve knowledge and boost confidence. In return, customers, members and guests will build better connections with our staff, which leads to increased revenue and customer loyalty.

Pillars of TrueService™ Training

1. Be genuine, helpful and friendly
2. My attitude is my responsibility
3. To the customer, everything matters
4. Service is team sport
5. Customer happiness is everything

TrueLeadership

This program represents our commitment to developing and supporting key leaders across the organization. Our proprietary TrueLeadership training program identifies high-potential staffers and helps them grow and develop into better managers and leaders of our company.

Operations



We hire, lead and train teams to support engagement and quality services. We coach and mentor our facility teams from general managers and department heads to hourly and seasonal staff. The Regional Operations Group works to communicate business updates and serves as a liaison to our clients' oversight representatives..

Through the leadership of the facility general manager, coupled with the guidance of our Regional Operations Group, your staff will be well equipped and trained to deliver memorable guest experiences while achieving property goals for operational excellence.

General Operations

- Policies and procedures

SOPs, Rules and Regulations, ByLaws

Staff Training

Golf Operations

- Tee sheet systems and management
- On course operations – pace of play
- Tournaments, leagues and open play
- Cart fleet maintenance, sanitation and rotation
- Professional golf staff - clinics and lessons
- Starters & rangers to monitor and encourage proper pace of play

Golf Cart Operations

- Lease/purchase sourcing and quote generation
- Fleet operations, maintenance and rotation
- Sanitation, cleanliness, setup
- Monitor appropriate maintenance and sanitation schedule and ensure maximum fleet uptime and utilization. These procedures increase the value of trade-ins and save money for the City of Port Orange.

Merchandising

- Strategic determinations of appropriate product mix, quantity and appearance
- Utilization of an Open-to-Buy plan to reduce occurrence of surplus or deficient product inventories



Agronomy & Maintenance

We pride ourselves on providing premier course conditions by utilizing precise operating standards and environmentally friendly practices. After all, course upkeep and maintenance is a driving factor of creating and maintaining loyal customers and returning guests. At Cypress Head, we've had great success in improving the conditions over the past two years using the best and newest technology, products and practices with an agronomic plan specific to Cypress Head and its unique environment. We have also modified the capital spend on equipment to better service the needs of the future.

Cypress Head Highlights

- Greens Fairways and Tees all have been recently improved and updated.
- Capital improvement for short term on building and other areas include Air Conditioning unit Clubhouse, updated Bathroom facilities in clubhouse, Range Equipment including Ball dispenser and Cleaning machine.
- Long term improvement include Replacement of Maintenance Barn Roof, installing looped irrigation heads around putting green surfaces, bunker repairs to include drainage and replacement sand, update of range lighting
- Funding for improvements to be collected via Surcharge of \$1 per 9 hole rounds \$2 per 18 hole rounds

Green to a Tee

- Our proprietary, multi-level certification program that focuses on environmentally-friendly practices in habitat management, water and fuel conservation, energy usage and recycling. Not only does Green to a Tee demonstrate our dedication to the environment, it also helps save money and positively impact the property and beyond, ultimately enhancing your customer's overall experience.

Standard Operating Procedures

- Establish policies and procedures consistent with your expectations and budget compliance.
- Maintenance programs for mowing, top dressing, watering, seeding, fertilizing, aerification, disease infection, weed control, fungicide applications, insecticide applications and herbicide applications.

Agronomy Advisory Committee

- Led by five regional agronomists and two home office industry veterans, the AAC provides agronomy education, training and support for superintendents, general, managers, clients and regional operations teams nationwide through a multitude of resources, including:
- *Education:* Featuring our national account partners, the AAC hosts monthly webinars that provide unique training opportunities and offer premier product insight, allowing your team to maximize the utility of your products and receive updates on industry-leading advancements.
- *Equipment Evaluation & Purchase Tool:* Created by the AAC, the equipment inventory evaluation and tracking tool helps you track, grade and evaluate repair and/or replacement of your current equipment. This tool also assists teams in planning ahead by not only helping you identify what equipment to buy, but also when to buy it. Superintendents also receive access to KemperSports-negotiated national pricing.
- *Yearly Agronomic Facility Reports:* This enhanced, annual agronomic report template helps you put together a report on your course's current condition, including an update on greens, tees, fairways, rough, bunkers, cart paths, tree care, short- and long-term projects, capital equipment overview, payroll and expenses and irrigation evaluation.
- *Monthly Agronomic Client Report:* The monthly agronomic report provides additional details regarding the course and grounds operation at your facility, course conditions, labor and expense explanations, and an overview of any projects either in planning or in process.
- *KemperSports Mentorship Program:* Our mentorship program pairs superintendents with other superintendents of varying experience and backgrounds, allowing teams to stay up to date on industry trends and learn from each other's successes in a variety of different format.

Player Development Programming

Player development programming is critical to keeping customers engaged and bringing new groups of people to the game, and to your facility. Our inaugural KemperSports Golfer Insights Survey queried nearly 25,000 current, lapsed and new golfers in 2021, and it revealed that nearly half of new players are looking for comfortable, social environments to keep them coming back for more rounds. The fun factor is important to new golfers, and we arm our facility teams with playbooks and creative programming ideas - for golfers and non-golfers alike - to drive revenue and keep customers engaged.

As operators and advocates for the game, we are committed to sharing our love and passion for the sport with every kind of player. We dedicate an entire month to player development programming each year - June is Player Development Month for our staff and properties - and provide tools, tips and best practices in real time as new ideas and learnings become available.

In 2021, we launched the All Welcome initiative designed to attract, welcome and retain new and diverse golfers at our properties. We also signed on as the first golf course management company to help launch the golf industry's new Make Golf Your Thing movement in 2021, which focuses on supporting an authentic and joyful environment for learning and inviting people from all backgrounds and skill levels to engage with the game of golf in their own way.

Examples of player development programs and events at Cypress Head includes:

- Fully lighted practice facility available including grass tees, yardage markers and various targets
- Two putting greens available as well as pitching, chipping and sand bunker practice areas
- Mens and Womens golf association – very active Mens and Ladies 18 hole as well as Ladies 9 hole groups
- Beginner and intermediate group clinics available with a PGA Professional.
- Individual private lessons and small group lessons available by three PGA approved professionals
- Complimentary lessons to local Chamber groups
- Junior golf programs and camps
- Juniors play free with paid adult
- Home course to Spruce Creek & Atlantic High Schools as well as Bethune Cookman College
- Complimentary range balls for junior players
- Adult programs and clinics
- Get Golf Ready
- Socially structured instructional clinics
- Men's, women's, couples and senior leagues
- Themed instruction nights
- Beginner golf programming and social events
- National Women's Golf Day
- Equipment demo days
- PGA Junior League





Sales & Marketing

Achieving revenue goals hinges on proactive efforts to establish a unique position in the marketplace and drive customer demand and engagement. We develop a customized sales and marketing plan for you to better target, engage and retain players, members and guests. We utilize proven marketing and sales tactics to maximize the earning potential for your property in the following categories.

Marketing Plan Development, Implementation and Reporting

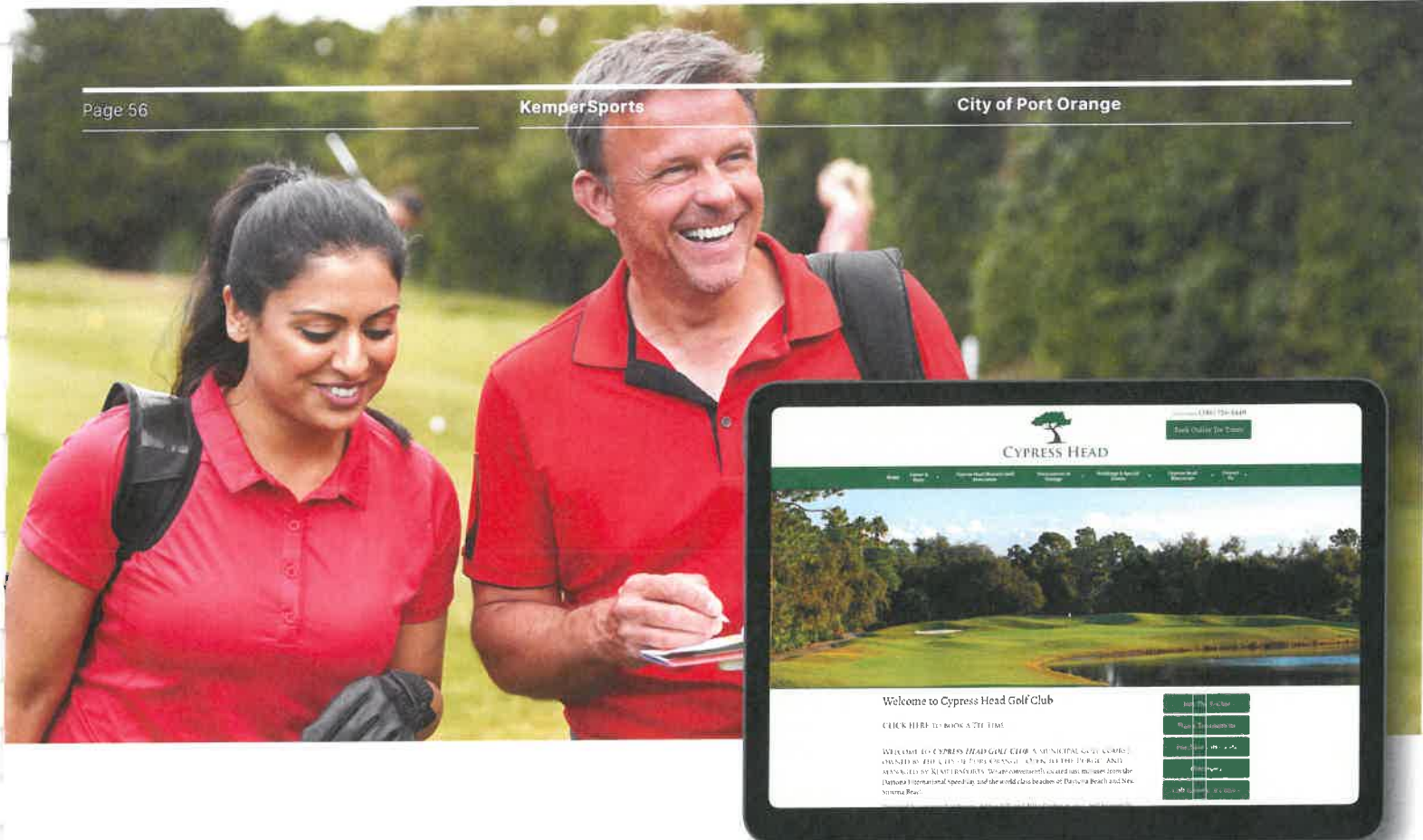
We assist in the development and implementation of a comprehensive strategic marketing plan tailored specifically for your property to set a foundation for long-term success. Your dedicated Regional Sales & Marketing Director is there every step of the way - from helping to identify your property's unique selling proposition within the marketplace to leading the development of a marketing plan that aligns with your goals and working in lockstep with onsite staff to bring the plan to life. We prepare monthly marketing reports to provide status updates on budget, bookings, rounds revenue and other key metrics.

Targeted Marketing Campaigns

We have access to a multitude of marketing insight tools, such as National Golf Foundation data and point of sale systems, that allow us to segment customer data across hundreds of categories such as zip code, age, discretionary spending, household density and golfing households. We work to personalize communications and segment programming to individual customers and customer segments to create more effective marketing campaigns that allow for a greater return on investment from your marketing budget.

Communication Strategy and Engagement

We utilize industry-leading digital marketing tools to create actionable content, quantify leads and position your brand across a variety of communication channels, including email, social media, SMS and direct-to-consumer applications. This includes content that leads to tee time bookings, event inquiries and one-click access to social media outlets. These tools allow us to track and analyze customer behavior and industry trends to make real-time adjustments to enhance the customer journey.



Website Design & Analytics

We assist in the development of a responsive, engaging and optimized website to reach customers. Our Sales & Marketing team continuously audit and adapt your property's website to include high-quality, responsive content that's designed specifically for search and mobile formats, helping you generate increased online bookings directly from your site.

Imagery

We facilitate the content capture of high-quality images and video of your course(s), clubhouse, event spaces and other amenities to inspire customers to take action. Good, quality visuals help increase your property's value proposition and create a consistent brand message. We are connected to the leading and emerging photographers and videographers in the industry to help capture the right imagery for marketing communications, advertising, social media and website needs.

Market Positioning & Branding

We bring decades of experience in branding and positioning to help launch new experiences in the industry and reposition established brands on behalf of our clients and partners. With every new client relationship, we explore and analyze your facility's target markets and unique brand positioning. This market review is key to establishing a compelling marketing plan and identifying the most valuable customer segments for your business.

We leverage KemperSports customer insights, conduct a competitive analysis and benchmark against National Golf Foundation data to review key market indicators in your area. Developing a firm understanding of the demographic trends, number of golfing households and supply and demand for the game in your region help inform our recommendations for your facility.

Our operations and sales and marketing teams work together to evaluate market insights and deliver the following reports that are used to inform short- and long-term business strategies.

- S.W.O.T. Analysis
- Market summary
- Unique selling proposition
- Competitive rate review
- Local partnership opportunities



Revenue Management

We offer and deploy a series of tried and tested revenue management tactics to maximize revenue channels for all of the properties that we support.

As you know as well as us, an effective reservation process, tee sheet management and third-party integration are all critical to the customer journey and financial health of your facility. We have a variety of customized tools at the ready to support you. Whether it's dynamic pricing models, using "white space" strategies to discover untapped revenue, or access to KemperSports-negotiated master service agreements for better trade time/commission rates with third-party distributors, like GolfNow and Lightspeed, we strive to deliver patterns and solutions that allow our operators to make sound financial decisions that maximize returns.

Retail Merchandising

At KemperSports, we know it's not a "one size fits all" strategy to run a successful retail operation. Each facility, region and clientele is different, and requires a highly-curated and constantly-evolving retail offering to deliver on the specific needs and preferences of your unique customer base. To be successful, we surround our onsite buyers and merchandisers with established relationships with industry-leading brands, as well as a dedicated team of our best retail professionals in the country to support the right product mix, quantity and merchandising best practices for your retail shop.

Technology

Technology plays a major role in our business and it is vital for establishing efficient operations and scaling digital marketing tactics for our clients. We pride ourselves on our ability to identify the latest technology in our industry and implement it on behalf of our clients to better communicate with customers and track our results. Our master service agreements with leading technology vendors ensures that we are providing you with a leveraged rate of services and enhanced customer support. The current POS system at Cypress Head will become obsolete and no longer supported and we will install Lightspeed in 2023.

Strategic Vendor Partnerships

Point of Sale Technology

- Lightspeed: Our other preferred vendor for POS technology, Lightspeed connects every side of your operation to one cloud-based platform while leveraging a comprehensive suite including POS, email, website and business intelligence.

Third-Party Distribution

- GolfNow: Our master service agreement with GolfNow ensures a transparent and beneficial relationship is honored for all parties for distribution and marketing services.

Customer Reviews

- TrueReview is our proprietary survey technology that utilizes customer emails to help our clients solicit feedback and establish Net Promoter Scores, a leading customer service benchmarking tool in the hospitality industry.

Human Resources and Internal Communications

- We leverage UltiPro, a cloud-based human resources management software, to better administer onboarding, benefits administration, time management, payroll and analytics for your staff. We also utilize a KemperSports UKG mobile app for staffers. This app allows staffers to easily access payroll information and other HR benefits, tools and news on their phones.
- For internal staff communications and collaboration, we also lean on tools such as Microsoft Teams, Mail Chimp and the KemperSports Center of Excellence, a file sharing site that allows us to share important resources with our teams in the field.

Finance & Accounting

- Great Plains: Financial accounting system used for general ledger accounting and month-end financial statement reporting. This is the direct financial interface across many of our preferred point of sale providers.
- Power BI Pro: We leverage this software for property-level financial analytics and benchmarking across our portfolio of properties.
- Vena: This cloud-based software is integrated with our Great Plains accounting system and in development for property budgeting and forecasting, daily and weekly revenue reporting, analytics and standard month-end financial reporting.



Purchasing & Procurement

By hiring KemperSports, you immediately gain access to our buying power, expertise and strategic relationships built over our 40-year history. Our team has made a concerted effort to develop and maintain deep relationships with brands that are truly best in class, that are deeply committed to the golf industry and are critical to the sustained financial and operational success of golf facilities. We do not mandate any purchasing, but rather set up industry-leading programs to provide you great value and support. This includes partners in every category from agronomy and clubhouse supplies to major capital purchases and food, beverage and retail inventory. Allow us to put our strong buying power and deep relationships to work for you.

Accounting & Finance

Financial guidance, transparency and accountability is the foundation of our service offerings, and our regional and home office teams provide you with a variety of insight and resources to analyze all facets of your operation.

Financial Management

- We provide several proven systems to achieve both revenue and profitability performance goals. With the support of our regional and home office teams, you will benefit from having industry-leading standard operating procedures as a guideline for improved financial performance.

Controls

- Our internal controls safeguard all property assets, including the tee sheet. We will provide all segments of your facility with a toolbox of controls and best practices tailored to the operation that will drive decisions and monitor the health of your business. Management of inventory is one area where our systematized inventory training and procedures enhance controls, accuracy of inventory reports and managing gross margin. Our regional support team performs periodic audits to ensure compliance with controls and best practices.

Reporting & Analysis

- To gauge progress against financial forecasts, budgets and goals, our team provides you with detailed monthly profit and loss statements, summary financial reports and other key financial metrics. We also deliver in-month snapshot reports to help facility leaders manage the business more effectively, tracking your success across Key Performance Indicators (KPIs) and through benchmarking using similar property types.

Payroll Compliance

- We assign a dedicated payroll administrator to each client who teams with property-level contacts to ensure payroll practices are aligned with local and state regulations for minimum wage, time and attendance and other related activities. Our team can quickly react to a broad range of new regulations and help you take advantage of emerging opportunities as they develop.

Budgeting & Forecasting

- Our regional team supports the budgeting and forecasting process for you through best in-class processes, data and capabilities. And, given our diverse portfolio and extensive industry experience, we bring to bear a wealth of insight across all property types throughout the country and can adapt to unique operating models.

Insurance & Risk Management

- Backed by industry-leading broker and carrier partners specializing in golf and hospitality risk, we deliver insurance programs and policies that are tailored to your business. These programs are supported by dedicated service and broker teams with safety consultants to help mitigate risk and claims advocates to manage claims. We provide training and other resources, such as our proprietary training program Safety National, to help proactively manage risk.

Human Resources

Our Human Resources team is responsible for hiring, employing and training all staff. When we work with a new client, we seek to retain and retrain the majority of existing staff to ensure continuity of service and community goodwill. Our goal is to build a passionate and diverse team of hospitality professionals that delivers exceptional customer service to all players, members, guests and partners.

Recruitment & Retention

- Recruiting the right team starts by looking in the right places. Our human resources team assists owners and general managers with identifying the best candidates, facilitating the interview process and hiring and onboarding key personnel. The Human Resources team also supports our properties in the lifecycle of our staffers, which includes training and development, personnel issues, workers compensation, FMLA and other HR topics.

Benefits

- When facility staffers become staffers of KemperSports, they gain access to an array of benefit choices, including medical, dental, vision and 401(k) benefits. Our Wellness Program encourages healthy living and provides premium discounts.

COVID-19 Pandemic

- As a result of the COVID-19 pandemic, we have further strengthened our safety and quality control programs for our staffers and our customers.

Workplace Safety

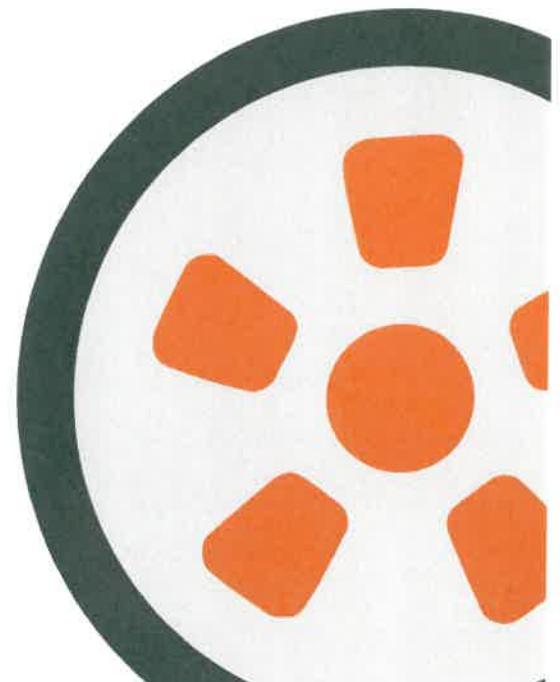
- We know that safety is crucial to all business operations. We promote overall property safety, including safe working conditions for staff members at all facilities across the country.
- Much of our success in creating a safe environment for our guests and staff comes from our proprietary Safety National program. In partnership with our risk management consultants and insurers at Aon Insurance, this unique program identifies cost savings opportunities for our properties and ensures the overall workplace safety is top of mind for all staffers on a daily basis.
- When our staffers work in environments that are free from safety risks, they are able to better focus their attention on delivering exceptional customer service.

Safety National includes:

- Cost savings opportunities by hosting routine internal safety audits and action plans to ensure standard compliance
- Quarterly safety webinars, and a summer program that highlights a variety of safety related areas to be mindful of and improve upon during the peak golf season
- Up to \$8,000 savings in insurance premiums

Workplace Wellness

- Wellness receives similar attention at KemperSports. With our HR and Benefits consulting partners, we constantly monitor our data and trends in the health and welfare benefit plan area. Through our Wellness Program, staffers have the opportunity to receive financial credits for health and wellness activities such as annual physicals, preventative health screenings, dental visits, COVID-19 vaccines and biometric screenings through offsite providers.

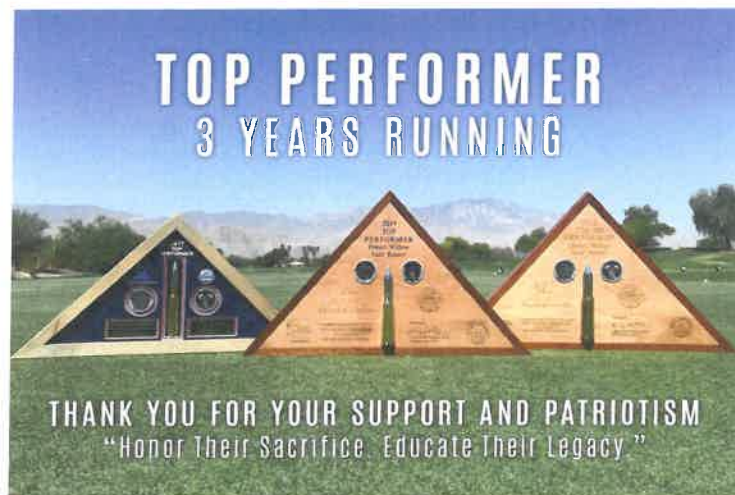


Community Outreach

We are strong believers in supporting and promoting the communities in which we operate. Not only is it key to our success, it's important to our staff and clients. We play a pivotal role in building relationships with local communities and business groups and giving back to local charities, made evident through the long-standing relationships we have established with organizations such as The First Tee and its chapters nationwide, Folds of Honor and the Evans Scholars Foundation - all leading charitable organizations in golf.

Additionally, we are known for bringing communities together through fun events and creative spaces - with golf and non-golf experiences. We help our property teams create community events that foster camaraderie, fundraising, networking, social opportunities and fun for all residents, businesses, media and partners in their region. Below are just a few examples of how we're continuing to give back:

- Folds of Honor Program 2 campaigns per year – Memorial Day and Labor Day
- Toys for Tots Annual Toy Collection Site & 2 golf tournaments
- Wreaths Across America – New initiative for 2021
- School Supply Drives – In conjunction with the Port Orange South Daytona Chamber of Commerce, including adoption of Horizon Elementary School for Volunteer support including a charity golf tournament
- Various Golf tournaments for community charity organizations – Port Orange South Daytona Rotary, Elks Club, Lions club, Spouses Backing the Blue, Marine Science Center, Halifax Hospital Hospice & Traumatic Loss, Spruce Creek High School Football Boosters, Spruce Creek High School Basketball Team, Spruce Creek High School Academy of Finance, Atlantic High School Football Team, Operation Outdoor Freedom, South Daytona Mayors Tournament, Port Orange Mayors Tournament



Last year, I was invited to the KemperSports' annual leadership conference, and the energy and passion we felt in the room was inspiring. Company leaders from all around the country felt personally invested in our mission. We are so grateful for their support and company-wide donations from Patriot Golf Day in 2017. It was a record year. KemperSports has helped us change the lives of thousands of military families. I am very proud to stand with my fellow golf professionals at KemperSports and I appreciate their continued commitment to Patriot Golf Day again this year."

**- Major Dan Rooney
Founder/CEO at Folds of Honor**



Golf Accessibility and Diversity

For over 43 years KemperSports has and always will seek opportunities to provide all people the opportunity to experience this great game. This is done through alignment with community organizations as well as creative programing.

KemperSports has been involved in the First Tee since its inception and currently have several of our municipal operations as hosting sites for the First Tee. Our President is on the national board, and we have been a major sponsor since its inception. In recent years all the major associations and large management companies have worked together to create new and innovative strategies to get young people and adults to try the game.

We have adopted our strategic partners programming that provides golf accessibility and diversity programing at our municipal golf operations. Many of our facilities, with our client's approval, provide juniors to play for free with an adult. We provide a variety of clinic programming for both juniors and adults through our player development initiatives. We will develop and execute new and fun programing to attract non-golfers to the game.

DISCOVER INSIC WHAT DOES THE NEW GOLFER

- Once they played, they couldn't stay away.
- 60% of respondents played more than 25 rounds
 - about 30% of all respondents played between 9
 - Our surveyed golfers play twice as much as the
 - our customers and the importance of keeping or
 - by other activities and events
- 2021 intent to play is even higher than 2020, if...
- Survey results confirmed that the majority of or
 - pandemic, but they plan to play even more go
 - golf in the future as current golfers play, if or
 - For the new golfer, 36% of those surveyed ar
 - and social events



DISCOVER INSIGHTS WHAT DOES THE NEW GOLFER WANT?

In March of 2021, KemperSports conducted a comprehensive customer survey to better understand our customers' behaviors, habits and preferences. The survey yielded over 24,000 responses. Several key takeaways from the survey indicated a facility's ability to create a welcoming environment for guests and members directly correlates to the customer's play and spending patterns. While this may seem intuitive, it is a good reminder of the importance and necessity of creating a welcoming environment for all customers regardless of their golfing ability, playing history or other demographic categories. 30% of new golfers were women & skewed younger – above industry norms & current industry demographics.

Our facilities, and golf in general, are all about the experience. The most common reasons people quote for not playing golf include time, cost and skill. While those can be real barriers to participation, one of the biggest barriers is an unwelcoming environment. Parsing through the research data, we uncovered several key learnings.

- Everyone needs a friend.
- 72% of new golfers took up the game because they were invited by friends or colleagues. And, nearly 80% of current golfers and more than 70% of lapsed golfers played with friends.
 - But, it's going to take a friend to stay in the game. Not having a group to play with kept new golfers from playing before 2020, and nearly 40% of new golfers in this survey agreed that not having a group to play with would be the biggest reason for playing fewer rounds in 2021.



Experience with Capital Improvements

We develop preliminary, short and long-term capital plans focusing on strategic improvements that enhance the property's overall value, improve the customer and staff experience and provide positive return on investments.

Our diverse portfolio of projects, coupled with 40 years of experience, make KemperSports a great fit for any type of capital project - from a golf course renovation to a clubhouse development or specialty construction project. Working with our clients, we are responsible for coordinating consultants and contractors on all aspects of a proposed development to ensure that the project runs safely, on-time and within budget. We relish the opportunity to work with you to enhance your facility through capital improvement projects.



Renovation & Construction

Since 1978, we have consulted and managed the construction and renovation of more than 50 clubhouse and golf course projects. Our development team works directly with your architect, general contractor, engineers, consultants and other owner teams to ensure a timely, on budget project that matches your vision.

Renovation & construction services include:

- Review of design and renovation plans
- Complete budget review, along with ongoing updates to budget during construction
- Assistance with the preparation of bid and award packages
- Management of the permitting process
- Development of construction timeline, mobilization and completion schedules
- Monitoring and recommending reporting, record keeping, filing drawings, etc.
- Serving as owner's representative during the construction phase
- Management of quality assurance and control procedures
- Management of final acceptance, grow-in and opening/occupancy plan

Tab D: References

(Form 9.8 – Professional References for Previous Experience Page 2)**LISTING OF PREVIOUS EXPERIENCE****Commercial Client List**

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided services similar to those required under the City's contract and as outlined in this Proposal package. A minimum of three (3) projects shall be listed below in order to Proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
¹	The Club at Sunrise Justin Williams, Clark County Park and Rec	702 - 455 - 8194	Y	Jan. 2021 - Dec. 2025	Full facility management of golf course, golf maintenance, food and beverage, membership, and marketing.
²	Buffalo Creek Golf Club Betty Perry, President	Uprockwall @att.net	Y	Jan 2022 - Dec 2026	Full facility management of golf course, golf maintenance, food and beverage, membership, and marketing.
³	Forest Creek Golf Club Sport Operations Manager: Brian Stillman	512 - 417 - 5618	Y	Jan 2017 - Current	Full facility management of golf course, golf maintenance, food and beverage, membership, and marketing

This document must be completed and returned with your Submittal.

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: Sand Creek Station
 Contact Person: Kelly McElroy, City Manager
 City, State: 201 ~~W~~ E 6th St, Newton KS 67114
 Telephone Number: N/A
 Email Address: KMcElroy@newtonkansas.com
 Description of goods or Services provided: Golf Management Services
 Contract Amount: -
 Start/End Date of Contract: Dec 2018 - Dec 2026
2. Company Name: Deepath Golf Course and Beach Park
 Contact Person: Sally Swarthout, Director of Parks and Rec
 City, State: Lake Forest, IL
 Telephone Number: 847 613 0179
 Email Address: Swarthos@cityoflakeforest.com
 Description of goods or Services provided: Golf Management Services
 Contract Amount: -
 Start/End Date of Contract: 2012 - 2024
3. Company Name: Bolingbrook Golf Club
 Contact Person: Mayor Mary Basta
 City, State: Bolingbrook, IL
 Telephone Number: 630 333 6513
 Email Address: mayor.mary@bolingbrook.com
 Description of goods or Services provided: Golf Management Services
 Contract Amount: -
 Start/End Date of Contract: 2001 - Apr 2024

This document must be completed and returned with your Submittal.

Tab E: Services Costs/Fees Proposal

Tab E: Services Costs/Fees Proposal

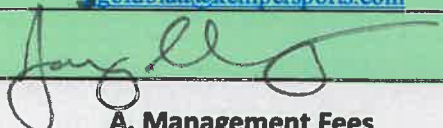
- Form 9.8 Professional References for Previous Experience



"ATTACHMENT 1" SERVICES COSTS/FEES PROPOSAL FORM
RFP 22-05
GOLF COURSE MANAGEMENT AT CYPRESS HEAD

Completed "Attachment 1" Services Costs/Fees Proposals form MUST be included with Proposal Submission Under Tab E - Proposed Fees as Completed on Attachment 1 - Services Costs/Fees Proposal

Proposers are required to complete all fields shaded in green. Proposers are encouraged to provide "Attachment 1" in Excel format in electronic format (thumb drive).

NAME OF BUSINESS:	KemperSports Management
CONTACT PERSON:	Jeremy Goldblatt
EMAIL ADDRESS:	jgoldblatt@kempersports.com
AUTHORIZED SIGNATURE:	
Year	A. Management Fees
1	\$76,800.00
2	\$79,104.00
3	\$81,477.12
4	\$83,921.43
5	\$86,439.08
TOTAL	\$407,741.63



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (B8) Resolution No. 22-23 - Partial Easement Vacation at Lot 126, Country Walk Phase III Subdivision (3455 Saddleback Court)

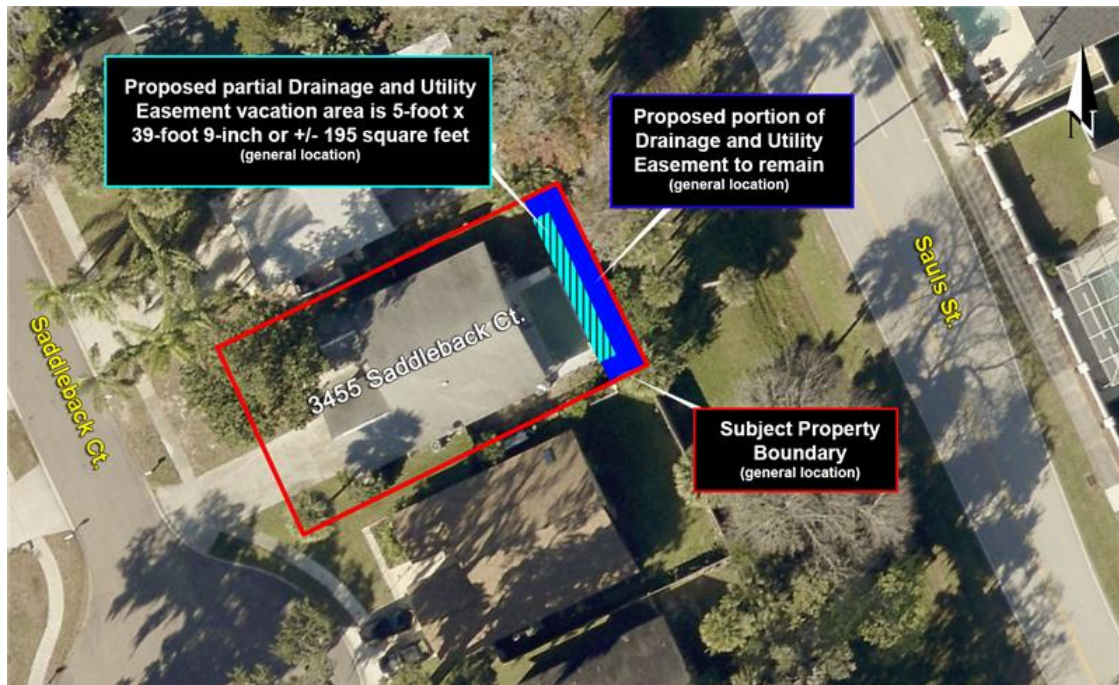
DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 22-23 to vacate a 5-foot x 39-foot 9-inch wide portion of the existing 10-foot wide Drainage & Utility Easement on Lot 126 of Countrywalk Phase III Subdivision

SUMMARY: Community Development has received an easement vacation application for a partial vacation of an existing Drainage and Utility Easement to accommodate the construction of a paver pool deck and pool screen enclosure. The subject property, Lot 126 in the Countrywalk Subdivision, is located at 3455 Saddleback Court. There is a platted 10-foot-wide Drainage and Utility Easement along the rear property line. The authorized contractor for the property owner (Sheryl Fish) met with City staff regarding the proposed partial easement vacation and there is no staff objection to the vacation of a 5-foot x 39-foot portion or +/- 195 square feet of the existing 10-foot-wide Drainage and Utility Easement (+/- 550 square feet) along the rear property line.

The easement vacation application and legal description have been reviewed for completeness and accuracy. City departments have reviewed the application and have no outstanding concerns. There are no planned drainage or utility improvements proposed for the subject area. All franchise utility companies have provided a release letter for the subject area. The easement area requested to be vacated is shown below and as described in the attached Resolution.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Resolution No. 22-23 with exhibit	8-16 Reso. No. 22-23 Partial Easement Vacation - Saddleback.pdf
2.	Proposed site plan for paver pool deck & screen enclosure	SKM_C75922071309141.pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 7/13/2022
Approved - 7/26/2022
Approved - 8/4/2022
Approved - 8/10/2022
Final Approval - 8/11/2022

RESOLUTION NO.22-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
VACATING A PORTION OF THE REAR YARD DRAINAGE
EASEMENT LOCATED AT 3455 SADDLEBACK COURT,
LOT 126 OF COUNTRY WALK PHASE III SUBDIVISION;
AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sheryl A. Fish, is the record property owner of Lot 126, Country Walk Phase III Subdivision, according to the Warranty Deed recorded in Official Records Book 7137, Page 3872, Public Records of Volusia County, Florida, and has applied for the vacation of a 5-foot x 39-foot portion of the existing 10-foot-wide Drainage and Utility Easement located at the rear lot line of 3455 Saddleback Court, in connection with the construction of a pool and concrete decking; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedicated easements within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in that portion of the easement to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon that portion of the drainage and utility easement as more particularly described on the attached **Exhibit "A."**

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

Section 1. The interest of the public in the portion of the utility easement depicted and described on the attached Exhibit "A," is hereby declared to be vacated and abandoned, and any right, title, and interest of the public in and to the attached easement hereby vacated are renounced and disclaimed. All other easements located within Lot 126, Country Walk Phase III Subdivision, according to Map Book 41, Page 147, Public Records, Volusia County, Florida, not previously vacated shall remain in full force and effect.

Section 2. By accepting this vacation of the drainage and utility easement, the Property Owner accepts full and sole responsibility for any damage to any private improvements placed or constructed within the vacated area.

Section 3. This resolution shall become effective immediately upon recording of a certified copy of this resolution in the Public Records of Volusia County, Florida.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2022

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

LEGAL DESCRIPTION:

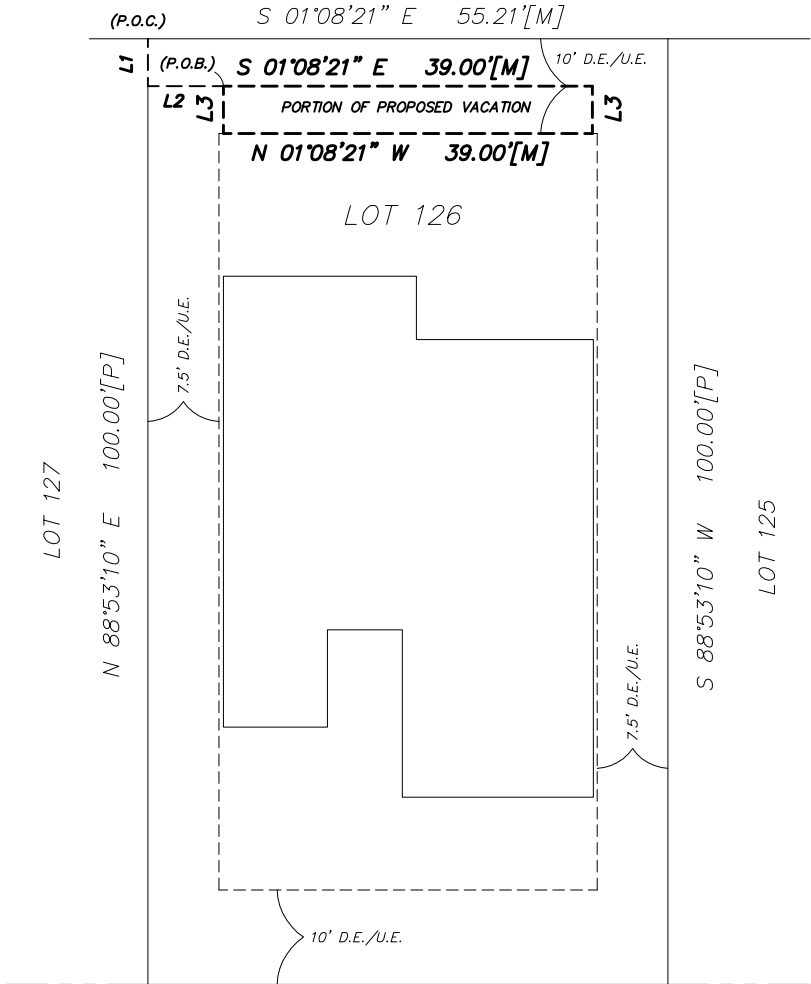
SKETCH OF DESCRIPTION: FROM THE NORTH EAST CORNER OF LOT 126, COUNTRY WALK PHASE III, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 41, PAGE 147, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, RUN THENCE RUN ALONG THE NORTHERLY LINE OF LOT 126 S 88°53'10" W, A DISTANCE OF 5.00 FEET; THENCE RUN S 01°08'21" E, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING OF THIS PARCEL TO BE VACATED; THENCE CONTINUE S 01°08'21" E FOR A DISTANCE 39.00 FEET; THENCE RUN S 88°53'10" W, A DISTANCE OF 5.00 FEET; THENCE RUN N 01°08'21" W, A DISTANCE OF 39.00 FEET; THENCE RUN N 89°14'30" E, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

SHEET 1 OF 1

SKETCH OF DESCRIPTION:
5.00' WIDE PART
VACATION OF
EASEMENT

NE CORNER OF LOT 126
COUNTRY WALK PHASE III
MAP BOOK 41, PAGE 147
VOLUSIA COUNTY, FLORIDA



SCALE: 1"=20'

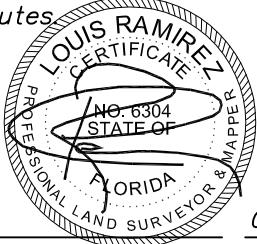
ABBREVIATIONS / LEGEND

- LB = LICENSED BUSINESS
- P.B. = PLAT BOOK
- PG. = PAGE
- P.I.D. = PARCEL IDENTIFICATION NUMBER
- (P.O.B.) = POINT OF BEGINNING
- (P.O.C.) = POINT OF COMMENCEMENT
- (P.O.L.) = POINT ON LINE
- (P.O.T.) = POINT OF TERMINUS
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- o = CHANGE IN DIRECTION
- CL = CENTER LINE
- R/W = RIGHT OF WAY
- M = MEASURED
- P = PLAT
- L1 = LINE NUMBER

LINE TABLE [M]		
LINE	LENGTH	BEARING
L1	5.00'	S 88°53'10" W
L2	8.00'	S 01°08'21" E
L3	5.00'	S 88°53'10" W
L4	5.00'	N 89°14'30" E

SURVEYORS CERTIFICATE

Certification: I certify that this Survey was made under my direction and that it meets the minimum technical standards set forth by the Board of Professional Land Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.



06/14/2022

DATE

CERTIFIED BY: LOUIS RAMIREZ PSM NO. 6304
Long Surveying, Inc.

"Specializing in Residential Surveying"

LB No. 7371

1061 S. Sun Dr. Ste. #1113
Lake Mary, FL 32746
Office 407-330-9717 or 407-330-9716
Fax 407-330-9775
www.longsurveying.com

CERTIFIED TO: SHERYL FISH

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17-0.050 THROUGH 5J-17-0.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

IN ACCORDANCE WITH CH-5J-17
OF THE FLORIDA ADMINISTRATIVE CODE, THIS
DESCRIPTION AND SKETCH OF DESCRIPTION
BEARS THE NOTATION:

THIS IS NOT A SURVEY

SURVEYOR'S NOTES

- BEARINGS SHOWN HEREON ARE BASED UPON THE NORTHERLY LINE OF LOT 126 BEING N 88°53'10" E PER PLAT
- THIS DRAWING IS A DESCRIPTION SKETCH ONLY AND DOES NOT REPRESENT A FIELD SURVEY OF THE PARCEL DESCRIBED.

PROPERTY ADDRESS: 3455 SADDLEBACK COURT, PORT ORANGE, FL.

P.I.D NO. 633727001260

DRAWN

LR

DATE

06/14/2022

SCALE
1"=20'

CHECKED

LR

DATE

06/14/2022

JOB NO.
124986A

**LONG
SURVEYING,
INC.**

"Specializing in Residential Surveying"

LB No. 7371

1061 S. Sun Dr. Ste. #1113

Lake Mary, FL 32746

Office 407-330-9717 or 407-330-9716

Fax 407-330-9775

www.longsurveying.com

DRAWN BY
KZR MA

CHECKED BY:
BRETT

CERTIFIED TO:
SHERYL FISH

COMMUNITY NO:
120313

PANEL: 0369 SUFFIX: J

F.I.R.M. DATE: 09/29/17

FLOOD ZONE:
X

SURVEY NO.
124986

FIELD DATE:
06/01/22



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (B9) Approval of Volusia County Justice Assistance Grant (JAG) Agency Funding Allocation

DEPARTMENT: Police Services

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the FY 2021-/22 allocation of funding from the Justice Assistance Grant (JAG) Agency.

SUMMARY: Volusia County is eligible to receive funding from the FY 2021/22 share of the Edward Byrne Memorial Justice Assistance Grant (JAG) County-wide funds that were released by the Florida Department of Law Enforcement (FDLE) in July 2022. In order to submit nonprofit agencies' applications for this funding, the County must receive approval from 51% of cities located within Volusia County.

The JAG program focuses on providing funding to several municipalities to improve the criminal justice system through one or more purpose areas. This includes but not limited to programs focused on law enforcement, prosecution/court, prevention/education, drug treatment and enforcement programs. The County of Volusia is recommending the funds be allocated to the non-profits SMA Healthcare, Inc. and the House Next Door, Inc.

Grant regulations require approval of the funding distribution by the majority of all local governments within the county. A letter certifying our city approves of the recommended allocation of funds to SMA Healthcare, Inc. and the House Next Door is required. In previous years, Port Orange provided support for these programs. No financial or other commitments are required from Port Orange.

PRESENTER: Manuel Marino

ATTACHMENTS:

1.	51% Letters_Port Orange	51% Letters_Port Orange.pdf
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Robin Fenwick
Manuel Marino

Created/Initiated - 7/26/2022
Approved - 7/28/2022

Matthew Jones
Wayne Clark
Robin Fenwick

Approved - 8/4/2022
Approved - 8/10/2022
Final Approval - 8/11/2022



CITY OF PORT ORANGE

OFFICE OF THE CITY ATTORNEY

1000 City Center Circle

Port Orange, Florida 32129

Legal Dept. Telephone No. (386) 506-5525

Legal Dept. Fax No. (386) 506-5530

August 16, 2022

Mr. Clyde Smith, FCCM
Government Operations Consultant I
Florida Department of Law Enforcement
Office of Criminal Justice Grants
PO BOX 1489
Tallahassee, FL 32302

Dear Mr. Smith:

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Port Orange approves the distribution of \$139,627 of Federal Fiscal Year 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) County- wide program for the following projects within Volusia County.

Sub-award Recipient	Contractor & Title of Project	Amount
County of Volusia	SMA Healthcare, Inc. - Adult Drug Court Program	\$105,522
County of Volusia	The House Next Door - Success by Design Program	\$34,105
	Total	\$139,627

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: _____

ATTEST:

By: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (B10) Approval of Minor Special Event for the First United Methodist Church (305 Dunlawton Avenue) Annual Pumpkin Patch

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the event duration beyond seven consecutive calendar days for a Minor Special Event request, by the First United Methodist Church at 305 Dunlawton Avenue.

SUMMARY: The First United Methodist Church, located at 305 Dunlawton Avenue, has requested a Minor Special Event permit for their annual sale of pumpkins and Halloween-related accessories. Minor Special Events are typically approved by staff administratively, but due to the proposed length of the event (32 days), the Code of Ordinances Chapter 58, Article III, Section 58-53, requires City Council approval for any Special Event that exceeds seven (7) consecutive calendar days.

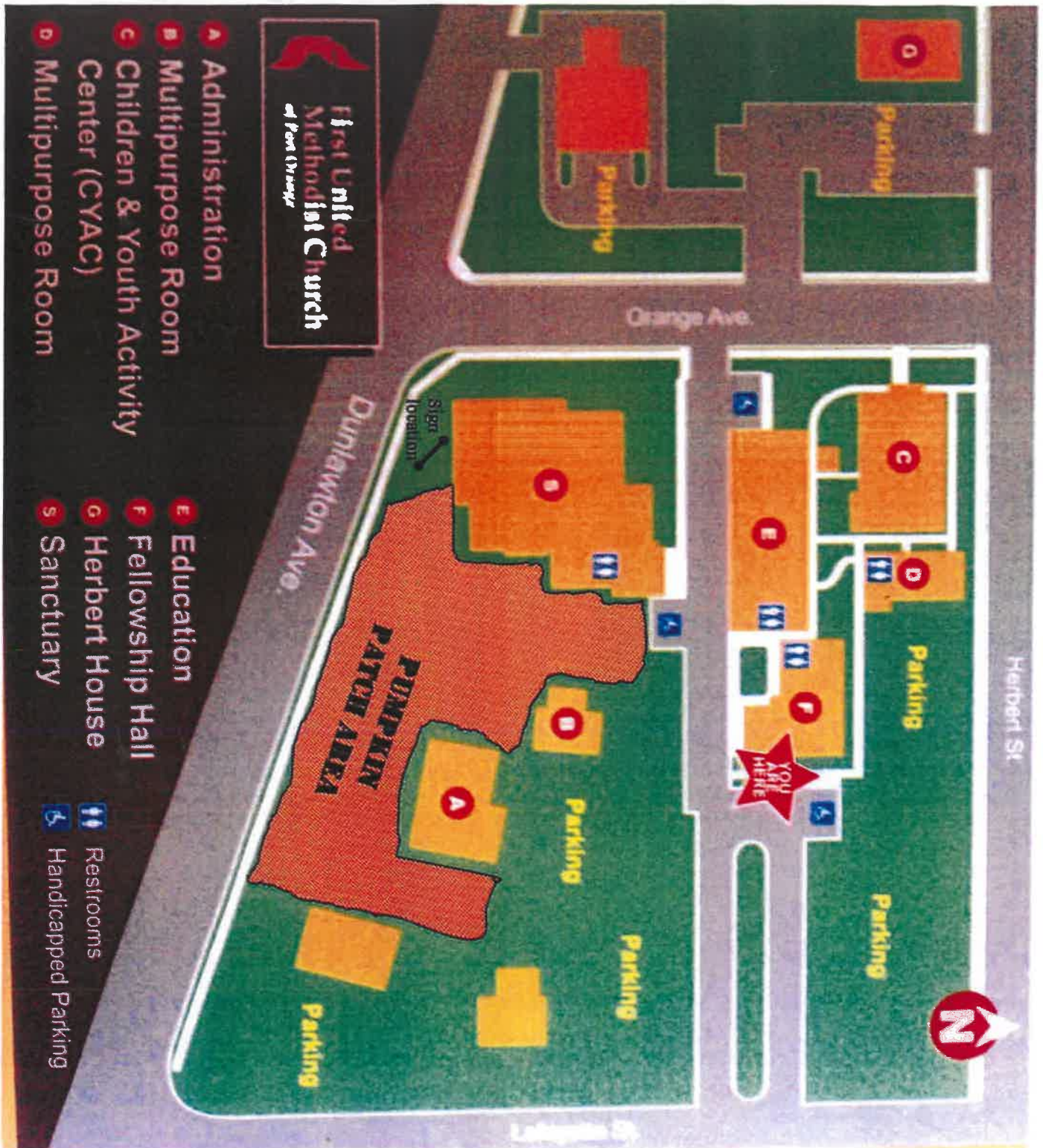
The requested event dates for the First United Methodist Church Pumpkin Patch are October 1, 2022, through November 1, 2022, (32 days) from 9:00 am to 9:00 pm, Monday through Sunday. The Pumpkin Patch has occurred at this location for several years and the staff is not aware of any issues or concerns associated with the duration of the event. The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. As a result, staff recommends approval of the request to extend the duration of the Minor Special Event beyond seven consecutive calendar days.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Pumpkin Patch site layout	Pumpkin Patch site layout.pdf
----	---------------------------	-------------------------------

Penelope Cruz	Created/Initiated - 7/26/2022
Tim Burman	Approved - 7/28/2022
Manuel Marino	Approved - 7/29/2022
Ronny Buttrum	Approved - 8/3/2022
Wayne Clark	Approved - 8/10/2022





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (F15) Planning Commission Appointments (x4)

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Nominate four citizens to serve on the Planning Commission for a two-year term beginning September 1, 2022.

SUMMARY: The terms for Thomas Jordan, Lance Green, Stan Schmidt, and Bo Bofamy are expiring in September. All have expressed a desire to continue serving the City in this capacity. Their applications are attached for your review.

The Clerk's Office received an additional application from Theresa Peterson, which is also attached for your review.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Bofamy, Bo	Bofamy, Bo.pdf
2.	Green, Lance 2021	Green, Lance 2021.pdf
3.	Jordan, Thomas	Jordan, Thomas.pdf
4.	Schmidt, Stan	Schmidt, Stan.pdf
5.	Peterson, Theresa	Peterson, Theresa.pdf

Shelby Field
Wayne Clark
Robin Fenwick

Created/Initiated - 8/2/2022
Approved - 8/10/2022
Final Approval - 8/11/2022

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

<u>3</u> Environmental Advisory Board	<u> </u> Library Advisory Board
<u>1</u> Construction Regulation Board*	<u> </u> Parks and Recreation Board
<u> </u> Code Enforcement Board*	<u>2</u> Planning Commission*
<u> </u> Charter Review Board	<u> </u> City Manager Selection Committee
<u> </u> Civil Service Board	<u> </u> Audit & Budget Advisory Board
<u> </u> Districting Commission	<u> </u> Youth Advisory Board

CRA Boards

 Eastport Community Redevelopment Agency*
 Town Center Community Redevelopment Agency*

Pension Boards

 General Employees*
 Police*
 Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Darrel C Bufamy Date of Birth 2-16-44

Address 5761 White Acres Lane P.O. 32127

Home Telephone 386 682 6424

E-Mail Address DCBufamy@gmail.com

Business Telephone 386 795 7060

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District

How long have you been a resident of Port Orange? 4 months

Are you currently serving on a City Board? Yes S. Daytona

Have you ever served on a City Board? Yes S. Daytona & DE Shores

If yes, when and which Board? S. Daytona Currently
DE Shores - 1987-'91

SCANNED

2. REFERENCES – Please list three references (business and/or personal)

Dave Dookittle 386 547-0137 932 Countryside W.
Name, address, and telephone number P.O. FL

Daniel McHone 380 S. Atlantic Ave DB 256-4760
Name, address, and telephone number

Pastor Rob Hall
Name, address, and telephone number

3. EDUCATION

High School Suitland Md Date Graduated '62

College U of Md Date Graduated _____ Degree _____

4. WORK EXPERIENCE

37 years H.R. Block Mgmt
(20 years District Mgr, 15 years Regional Director
2 years Managing Director). Currently Assoc. Broker
With Coldwell Banker

5. INTERESTS/ACTIVITIES

Exercise, Reading,
Karate, gardening and eating

6. COMMUNITY INVOLVEMENT

Past: Little League Coach,
La Lopez School Board member - chaired
Finance Committee and F.L. V.P. Boosters Club

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

Like to stay in touch and serve my
community

8. A resume or separate sheet with additional information should be included. N/A

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

[Signature]
Signature

7-23-14
Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Thursday, August 12, 2021 8:33:18 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Districting Commission*
--	-------------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
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All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Lance
------------	-------

Last Name	Green
-----------	-------

Date of Birth	9/10/1964
---------------	-----------

Telephone	386-527-2656
-----------	--------------

Email Address	Lancegreen@cfl.rr.com
---------------	-----------------------

Business Telephone	Field not completed.
--------------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	6469 Longlake Dr
---------	------------------

City Council District	4
How long have you been a resident of Port Orange?	56 years
Are you currently serving on a City Board?	Yes
If yes, when and which board?	Planning & Golf
References	
Please list three references (business and / or personal)	
Reference 1	Allen Green
Reference 2	Scott Stiltner
Reference 3	Chase Tramont
Education	
High School	Creek
Date Graduated High School	1/1/1982
College	DBCC
Date Graduated College	1/1/1992
Degree	AS
Additional Information	
Work Experience	General Contractor 35 years
Interests / Activities	Bot
Community Involvement	Yes
Why do you desire to serve on these boards?	Always involved
Resume / Additional	<i>Field not completed.</i>

Information

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign LanceGreen

Date 8/12/2021

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

☐ Environmental Advisory Board	☐ Library Advisory Board
☐ Construction Regulation Board*	☐ Parks and Recreation Board
☐ Code Enforcement Board*	☒ Planning Commission*
☐ Charter Review Board	☐ City Manager Selection Committee
☐ Civil Service Board	☐ Audit & Budget Advisory Board
☐ Districting Commission	☐ Youth Advisory Board

CRA Boards

☐ Eastport Community Redevelopment Agency*
☐ Town Center Community Redevelopment Agency*

Pension Boards

☐ General Employees*
☐ Police*
☐ Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name Thomas Jordan Date of Birth 9/17/59

Address 5683 Riverside Dr Port Orange, FL 32127

Home Telephone 386-846-0491

E-Mail Address tjordan@networkingmagic.com

Business Telephone 386-322-0797

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 1

How long have you been a resident of Port Orange? 14 years

Are you currently serving on a City Board? Yes

Have you ever served on a City Board? Yes

If yes, when and which Board? Current: Planning Commission
Past: POTC CRA

2. **REFERENCES** – Please list three references (business and/or personal)

Lynn Brammerel 61 E Bayshore Port Orange, FL 32127

Name, address, and telephone number

Debbie Connors 3431 S Ridgewood Port Orange, FL 32127

Name, address, and telephone number

Ray Donadio 301 Dunlawton Ave Port Orange, FL 32127

Name, address, and telephone number

3. **EDUCATION**

High School Midpark High School Date Graduated 1977

College Cleveland State Univ Date Graduated 1982 Degree BS Elect Eng

4. **WORK EXPERIENCE**

Current: VP Networking Magic, 14 yrs Tech Sales

Past: Hewlett Packard/Trinagy, 7 yrs Software Sales; Col-Ins-Co, 6 yrs

Network Tech Sales; Allied Data, 1 yr; Scientific-Atlanta, 3 yrs Appl Engineer

5. **INTERESTS/ACTIVITIES**

Golfing, boating, politics

6. **COMMUNITY INVOLVEMENT**

Harbor Oaks HOA, Past President & Board Mbr;

PO/SD Chamber, Past President & Board Mbr; Georgia Jaycees, Past President

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

I love this city and want to continue to help enhance the opportunities

for positive, responsible growth while protecting overall property rights.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature

Date

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to:

**Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129**

Appointed to be 7/29/10

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s)/Commission(s) for which you wish to apply. If applying for more than one Board/Commission, please number in the order of preference.

___ Environmental Advisory Board
___ Construction Regulation Board*
___ Code Enforcement Board*
___ Charter Review Board
___ Civil Service Board
___ Districting Commission*

___ SHIP Committee
___ Eastport Community Redevelopment Agency
___ Town Center Community Redevelopment Agency

___ Library Advisory Board
___ Parks and Recreation Board
✓ ___ Planning Commission*

Pension Boards

___ General Employees
___ Police
___ Fire

RECEIVED

JUL 12 2010
CITY OF PORT ORANGE
CITY CLERK

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. PERSONAL

Name THOMAS JORDAN Date of Birth 9/17/59
Address 5683 Riverside Dr. Port Orange, FL 32127

Home Telephone 386-322-2435

E-Mail Address Tjordan@networkingmagic.com

Business Telephone 386-322-0797

Are you a registered voter in Port Orange? ☒ Yes ☐ No

City Council District 1

How long have you been a resident of Port Orange? 10 years

Are you currently serving on a City Board? yes - Port Orange Town Ctr CRA

Have you ever served on a City Board? _____

If yes, when and which Board? _____

2. REFERENCES – Please list three references (business and/or personal)

DEBBIE CONNORS POSTORANGE CHAMBER 3431 RIVERWOOD 761-1601
Name, address, and telephone number

MIKE ARMINIO BAY BREEZE BLINDS 1423 BREAKS WAY 304-7033
Name, address, and telephone number

ROBIN LASKY RIVERSIDE TO BANK 5947 DORAVILLE 527-4668
Name, address

3. EDUCATION

High School MIAPARK HIGH SCHOOL Date Graduated 1977

College CLEVELAND STATE Date Graduated 1982 Degree BSEE

4. WORK EXPERIENCE NETWORKING MAGIC, OWNER 2001-PRESENT

HEWLETT PACKARD 2000-2007, DESKTOP/TRINITY 1995-2000

5. INTERESTS/ACTIVITIES GOLF, BOATING

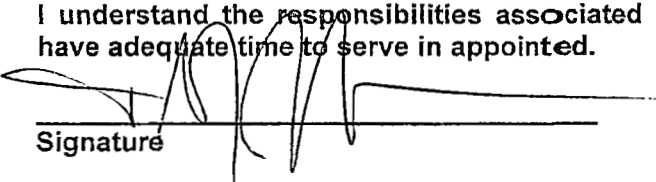
6. COMMUNITY INVOLVEMENT VP-GOV AFFAIRS & ECON DEVEL-POSTORANGE
CHAMBER, PAST PRESIDENT-HARBOR OAKS HOA, PAST PRES-GEORGIA
JUNIOR CHAMBER OF COMMERCE

7. WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?

I WOULD LIKE TO APPLY MY EXPERIENCE AND KNOWLEDGE TO HELP
IN THE DEVELOPMENT OF PORT ORANGE.

8. A resume or separate sheet with additional information may be included.

I understand the responsibilities associated with being a board member, and I have adequate time to serve in appointed.

Signature 

Date 7/7/10

Note: If you have questions concerning the duties and responsibilities of any of the above Boards/Commissions, please contact the City Clerk's Office at 506-5563.

Return this form to: Shirley Kelly, Deputy City Clerk,
1000 City Center Circle, Port Orange, Florida 32129

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Monday, May 20, 2019 1:04:17 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Planning Commission*
--	----------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Stan
------------	------

Last Name	Schmidt
-----------	---------

Date of Birth	5/20/2019
---------------	-----------

Telephone	13864053574
-----------	-------------

Email Address	stan@sschmidtcpa.com
---------------	----------------------

Business Telephone	13862388680
--------------------	-------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	5574 Trail Side Drive
---------	-----------------------

City Council District	Port Orange
How long have you been a resident of Port Orange?	32 years
Are you currently serving on a City Board?	Yes
If yes, when and which board?	Town Center CRA
References	
Please list three references (business and / or personal)	
Reference 1	Raymond Donadio, 301 Dunlawton Avenue, Port Orange, FL 32127 386-763-5083
Reference 2	Tom Jordan, 5400 S. Williamson Blvd, Port Orange, 32128 386-846-0491
Reference 3	Mark Topal, 1515 Herbert Street, Port Orange, 32127 386-761-7841
Education	
High School	Melvin Community Schools, Melvin, IA
Date Graduated High School	5/26/1972
College	Drake University
Date Graduated College	5/20/1977
Degree	Bachelor of Science in Accounting
Additional Information	
Work Experience	Over 30 years of accounting experience for various businesses and CPA firms. Since October, 2010 I have owned and operated Stan Schmidt. CPA, P.A. in Port Orange
Interests / Activities	Community affairs, church activities, baseball, reading, bicycling and weight training.
Community Involvement	Member of the Project Oversight Committee for Volusia County Schools from 2004 to 2006 Elected to the Volusia County School Board in 2006. Represented District 3 for two terms.

Why do you desire to serve on these boards?	I want to help maintain the quality of life we enjoy in Port Orange.
---	--

Resume / Additional Information	<i>Field not completed.</i>
---------------------------------	-----------------------------

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Stan Schmidt
------------------------	--------------

Date	5/20/2019
------	-----------

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
Sent: Wednesday, May 4, 2022 10:35 AM
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for Planning Commission*

Order of Preference 1. Planning Commission.

All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name Theresa

Last Name Peterson

Primary Phone 3866898099

Alternate Phone *Field not completed.*

Email Address TheresaPeterson12@gmail.com

Are you a registered voter in Port Orange? Yes

Address	6803 Forkmead Lane
City	Port Orange
State	FL
Zip Code	32128
Preferred Mailing Address	6803 Forkmead Lane, Port Orange, FL. 32128
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Kate Stephens, 386-690-6182, 148 Pergola Place Ormond Beach, FL 32174
Reference 2	Pastor Tracey Mercer, 386-547-6118, 1835 Taylor Road, Port Orange FL. 32128
Reference 3	Philip B. Peterson, Esq, 386-428-2464, 418 Canal Street, New Smyrna Beach, FL 32168

Education

High School	New Smyrna Beach
Date Graduated High School	5/1/2007
College	University of Florida
Date Graduated College	12/1/2010
Degree	Business Management

Additional Information

Work Experience	2-15, 2-20, Series 6, Medicare (licensed) I have been working in insurance since Jan 2011.
-----------------	--

Interests / Activities	I have two young children, 9 and 4. We love swimming in our pool, paddle boarding, playing basketball, going to theme parks, our new local parks, and the dog beaches.
Community Involvement	My career is giving me a little more room to get back to what I truly enjoy participating in, giving back to a community (from Edgewater to Port Orange) in which not only my family but other 4 generations before have all given back.
Why do you desire to serve on these boards?	My Grandfather, Jack Hayman was the Mayor of Edgewater and also a County Council Member. While I could see he could get bogged down by the work sometimes, the wins overwhelmed the minor losses or sleepless nights. Doing what is right for my community has been engrained in me since I was a very young girl and I am happy I once again have the time to devote to this cause.
Resume / Additional Information	I was accepted to the NSB P&Z board just as we sold our house to build in Port Orange. I was terribly upset as I believe I could be a huge asset reviewing and being apart of how the city is growing while maintaining the integrity of PO.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Theresa Peterson

Date

5/4/2022

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (G17) First Reading - Ordinance No. 2022-21 - Eighth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (Case No. 22-40000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life
4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-21, approving the Eighth amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development; authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: Planning Commission Action (7/21/2022): Recommended Approval (6-0)

The proposed 8th Amendment to the Master Development Agreement (MDA) for the Crystal Lake Planned Unit Development (PUD) is to add the uses allowed in the Commercial Industrial (CI) zoning district to the list of uses allowed on Lot 17 of the Crystal Lake PUD. Lot 17 of the Crystal Lake PUD is located on the south side of Reed Canal Road, west of Nova Road.



The subject property is currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). According to the applicant, the requested 8th Amendment is to allow additional industrial-type uses that could be developed on Lot 17, specifically the mini-warehouse use. If the amendment is approved, the applicant intends to develop Lot 17 with a mini-warehouse/office development like the mini-warehouse/office project developed by the applicant on Commercial Industrial (CI) zoned property along Oak Street in Port Orange. The mini-warehouse/office use would allow for the development of multi-unit buildings that would primarily be used for individual self-contained storage of business and household goods, or for contractor's supplies without an office use. The units in these buildings are typically unfinished, but a tenant could build out the unit to locate a small business or can leave it unfinished for self-storage. The proposed amendment does not change any of the permitted uses or other development requirements for any other properties within the Crystal Lake PUD.

The Crystal Lake MDA was approved by the City Council in 2000 and established a mixed-use development with various tracts, each with a common purpose and design theme. Lot 17 is currently designated with a Future Land Use of Warehouse/Industrial as this area is adjacent to existing commercial/industrial areas within the City of South Daytona and provides the opportunity for light industrial businesses to locate within Port Orange.

In the Crystal Lake MDA, the permitted uses for Lot 17 currently include offices, office/warehouses, and the uses listed in the Light Industrial (LI) zoning district. According to the LDC, the uses allowed in the LI zoning district are typically manufacturing-type uses for industrial operations engaged in the fabrication or processing of products into finished goods.

While the office/warehouse facility use is already a permitted use on Lot 17, according to the LDC, it is defined as an office building with an attached warehouse to accommodate the office use and the building housing these two uses must be designed so it appears from the street as a typical professional office building, and any associated truck loading areas not being visible from that street. Because the applicant's proposed buildings could be used for the individual self-contained storage of household or business goods without an office use, and the proposed building design does not appear as a typical office building, the applicant proposed the amendment to allow the uses in the CI zoning district on Lot 17, which tend to be less intense storage, repair, services, and limited manufacturing uses so the property can be developed as a mini-warehouse/office facility.

Prior to development on Lot 17, a site plan will be required to be submitted to the city and approved by the Staff Development Review Committee (SDRC). Any development on Lot 17 will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ord. No. 2022-21 with Exhibit	8-16 Ord for Eighth Amendment to Crystal Lake.pdf
2.	Staff Report	CC Staff Report Crystal Lake 8th MDA Amendment.pdf

Penelope Cruz	Created/Initiated - 7/22/2022
Tim Burman	Approved - 7/27/2022
Shannon Balmer	Approved - 8/3/2022
Wayne Clark	Approved - 8/10/2022
Robin Fenwick	Final Approval - 8/11/2022

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE EIGHTH
AMENDMENT TO THE MASTER DEVELOPMENT
AGREEMENT FOR CRYSTAL LAKE PLANNED UNIT
DEVELOPMENT (PUD); PROVIDING FOR THE REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Eighth Amendment to the Master Development Agreement for Crystal Lake Planned Unit Development (PUD) ("MDA"); (hereinafter referred to as the "Eighth Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Eighth Amendment; 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 Eighth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Eighth Amendment.

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 approve the Eighth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Eighth Amendment.

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 _____, 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"

EIGHTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD)

THIS EIGHTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD) (the "**Eighth Amendment**") is made this _____ day of _____, 2022, by and among the City of Port Orange, a political subdivision of the State of Florida ("**City**") whose address is 1000 City Center Circle, Port Orange, Florida 32129 and Quest Design Group, a Florida limited liability company whose address is 2758 Peninsula Drive, Daytona Beach, FL 32118 ("**Property Owner**").

WHEREAS, the City, John T. Self (together with John T. Self's wife, Barbara W. Self, who is now deceased), Robert Beatty, III, Rebecca Joyce Beatty Perkins, Elizabeth Ann Beatty Hayes and RSIII, Inc., a Florida corporation ("**RSIII, Inc.**") (as the contract purchaser of the subject property), previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement For the Crystal Lake Planned Unit Development (PUD)", recorded in Official Records Book 4517, Page 1749, public records of Volusia County, Florida (the "**Master Development Agreement**"), relating to property described therein; and

WHEREAS, the Master Development Agreement was amended by that certain First Amendment to the Crystal Lake PUD Development Agreement recorded in Official Records Book 4612, at Page 4011 (the "**First Amendment**"); and that certain Second Amendment to Crystal Lake PUD Development Agreement recorded in Official Records Book 4704, at Page 417 (the "**Second Amendment**"); and that certain Third Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 4876 at Page 1749 (the "**Third Amendment**"); and that certain Fourth Amendment to Master Development Agreement for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 5078 at Page 2022 (the "**Fourth Amendment**"); and that certain Fifth Amendment to Master Development for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book 5204 at Page 3392 ("**Fifth Amendment**"); and that certain Sixth Amendment to Master Development for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book _____ at Page _____ ("**Sixth Amendment**"); and that certain Seventh Amendment to Master Development for Crystal Lake Planned Unit Development ("PUD") recorded in Official Records Book _____ at Page _____ ("**Seventh Amendment**"). The Master Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment is now hereinafter collectively referred to as the "Master Development Agreement".

WHEREAS, the Property Owner is the owner of the property more particularly described in **Exhibit "A" ("Property")**, which is the only property impacted by this Eighth Amendment.

WHEREAS, the City and Property Owner wish to further amend the Master Development Agreement as applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the parties, in consideration of the mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, due hereby agree as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Eighth Amendment and are incorporated herein by reference.

2. Paragraph 2. **DEVELOPMENT PLAN**, Section 2(d)(4) of the Master Development Agreement is hereby amended, as follows:

(4) In regard to Tract 4, the development placed on Lot 15 will maintain a vegetative buffer on its northern edge to aid screening the view of the auto salvage yard. Lot 16 is located on the south side of Reed Canal Road and it is adjacent to the Atlantic High School campus. Lot 16 may be acquired by the City under a separate agreement for recreational use, potentially through integration into the Atlantic High School site. If Lot 16 is not acquired by the City on or before December 15, 2001, then Lot 16 may be developed for office, office/warehouse, or uses allowed by the light industrial (LI) zoning classification, in the same fashion as Lot 17. Lot 17 which is south of Reed Canal Road and east of Lot 16 is to be developed for office, office/warehouse, or other uses allowed by the light industrial (LI) zoning classification and uses allowed by commercial industrial (CI) zoning classification. The uses placed on Lot 17 shall utilize architectural facades to minimize the visual impact to Reed Canal Road.

3. Paragraph 5. **DEVELOPMENT CONCEPT**, Section 5 of the Master Development Agreement as previously amended, is hereby further amended as follows:

[Unchanged].

Lot 17 which is south of Reed Canal Road and east of Lot 16 will be developed for office, office/warehouse, commercial industrial, or light industrial use. The uses placed on Lot 17 shall utilize architectural facades to minimize the visual impact to Reed Canal Road.

4. Exhibit C. **PERMITTED USES AND DIMENSIONAL REQUIREMENTS**, Section 1(d)-PERMITTED USES Tract 4 of the Master Development Agreement as previously amended, is hereby further amended as follows:

[Unchanged].

Lot 17: Offices
 Office/warehouse facilities
 All other uses permitted under the Light Industrial (LI) classification*
 All other uses permitted under the Commercial Industrial (CI) classification*

*Subject to special development requirements or special exception criteria, if applicable.

5. This Eighth Amendment shall be effective as of the date it is executed by all parties.
6. This Eighth Amendment shall be recorded in the public records of Volusia County, Florida, at the Developer's expense.
7. The Master Development Agreement, as previously enacted and amended by the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Eighth Amendment.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Eighth Amendment, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____
MAYOR DONALD O. BURNETTE

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

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____ 2022, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, and by Robin L. Fenwick, City Clerk of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Eighth Amendment, by and through its duly authorized representative, on the date below:

Quest Design Group LLC:

Quest Design Group LLC, a Florida limited liability company

Print Name: _____

By: _____
John T. Hinton, Jr., Managing Member

Date: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2022, by John T. Hinton, Jr., Managing Member of Quest Design Group, a Florida limited liability company who is personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION
CRYSTAL LAKE MDA 8th AMENDMENT

THE LEGAL DESCRIPTION AS SHOWN HEREON WAS TAKEN VERBATIM FROM OFFICIAL RECORDS BOOK 5168, PAGE 3929, AS RECORDED IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THAT PORTION LYING SOUTH OF REED CANAL ROAD AN 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED, ALL BEING A PORTION FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 32, TOWNSHIP 15 SOUTH, RANGE 33 EAST, COUNTY OF VOLUSIA, FLORIDA, RUN THENCE NORTH 89 DEGREES 43 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 32, A DISTANCE OF 311.43 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD (A 80 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED), SAID POINT ALSO BEING ON A CURVE CONCAVE NORTHWESTERLY AND TO THE LEFT, SAID CURVE HAVING A RADIUS 1203.32 FEET, A CENTRAL ANGLE OF 34 DEGREES 51 MINUTES 52 SECONDS, A CHORD BEARING OF NORTH 57 DEGREES 28 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 720.97 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 732.22 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 40 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD A DISTANCE OF 470.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 40 DEGREES 02 MINUTES 37 SECONDS EAST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF REED CANAL ROAD A DISTANCE OF 89.86 FEET THE POINT OF CURVE CONCAVE SOUTHEAST AND TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1658.07 FEET, A CENTRAL ANGLE OF 20 DEGREES 09 MINUTES 02 SECONDS, A CHORD BEARING OF NORTH 50 DEGREES 07 MINUTES 08 SECONDS EAST, A CHORD DISTANCE OF 580.13 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 583.14 FEET TO THE WEST LINE OF LOT 1, BLOCK 1, MAP OF DUNLAWTON AS RECORDED IN DEED BOOK "M", PAGE 187, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 25 DEGREES 05 MINUTES 15 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 615.90 FEET TO THE NORTH WEST CORNER OF LOT 4, BLOCK 1, OF SAID MAP OF DUNLAWTON; THENCE SOUTH 26 DEGREES 48 MINUTES 56 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 4 A DISTANCE OF 329.93 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF AFOREMENTIONED LOT 4; THENCE SOUTH 80 DEGREES 04 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE OF LOT 1, MAGNOLIA GROVE AS RECORDED IN MAP BOOK 2, PAGE 69 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, A DISTANCE OF 522.99 FEET; THENCE SOUTH 88 DEGREES 04 MINUTES 26 SECONDS WEST ALONG THE SAID NORTH LINE OF LOT 1, MAGNOLIA GROVE, A DISTANCE OF 151.01 FEET; THENCE NORTH 01 DEGREES 55 MINUTES 34 SECONDS WEST A DISTANCE OF 308.03 FEET; THENCE NORTH 49 DEGREES 57 MINUTES 23 SECONDS WEST A DISTANCE OF 308.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 10.714 ACRES MORE OR LESS.

Prepared by:
Kuhar Surveying and Mapping, LLC
1501 Ridgewood Ave
Daytona Beach, FL 32117
March 22, 2022



STAFF REPORT

8th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development Case No. 22-40000002

REQUEST:	To approve the 8 th Amendment to the Master Development Agreement (MDA) for the Crystal Lake Planned Unit Development (PUD) to add the uses allowed in the Commercial Industrial (CI) zoning district to the list of uses allowed on Lot 17 of the Crystal Lake PUD.
LOCATION:	1101 Reed Canal Road
APPLICANT:	Chad Cowart, Cowart & Sons Development, LLC
PROPERTY OWNER:	Quest Design Group, LLC
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (July 21, 2022)
CITY COUNCIL:	August 16, 2022

DEVELOPMENT PROPOSAL

The proposed 8th Amendment to the Crystal Lake Master Development Agreement (MDA) is to add the uses allowed in the Commercial Industrial (CI) zoning district to the list of permitted uses for Lot 17 of the Crystal Lake PUD. Lot 17 of the Crystal Lake PUD is located on the south side of Reed Canal Road, west of Nova Road.

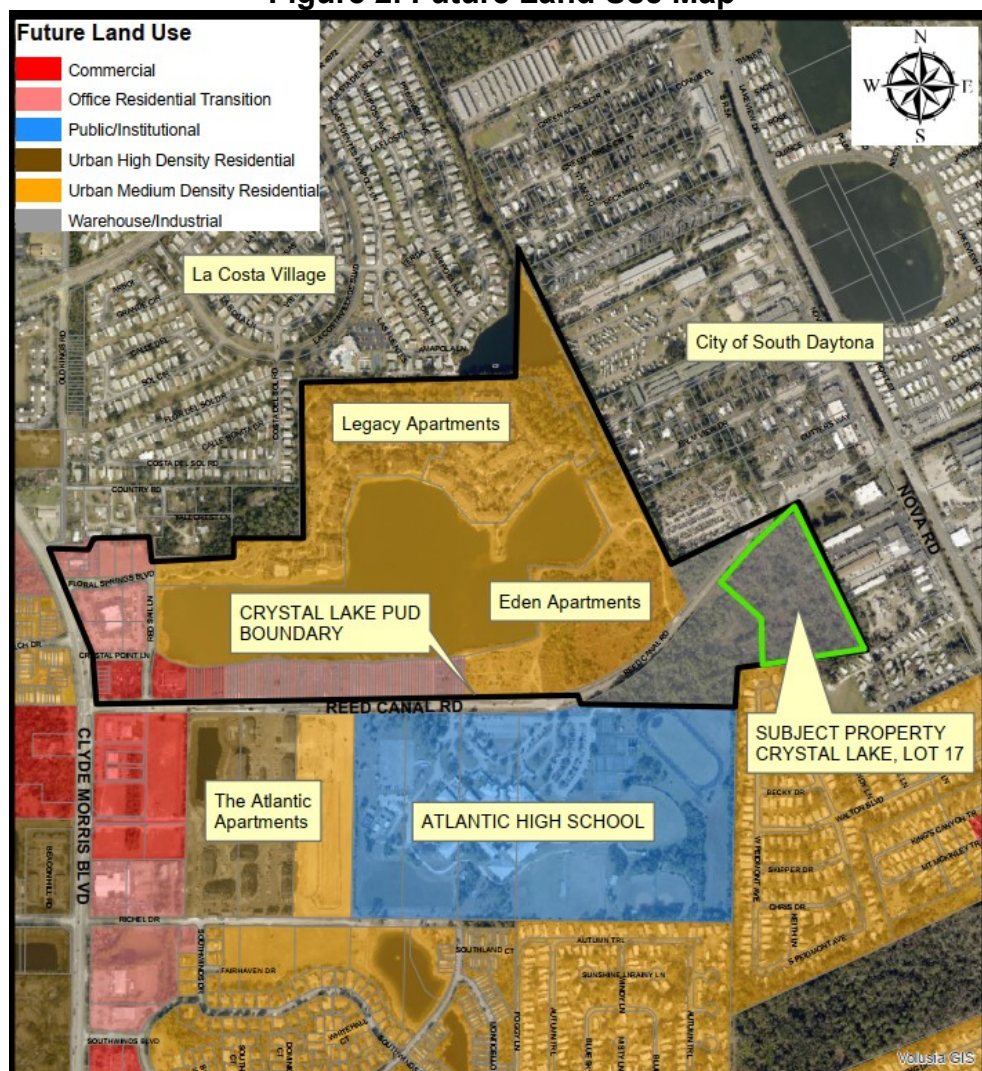
Figure 1. Location Map



The subject property is currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). According to the applicant, the requested 8th Amendment is to allow additional industrial-type uses that could be developed on Lot 17, specifically the mini-warehouse use. If the amendment is approved, the applicant intends to develop Lot 17 with a mini-warehouse/office development like the mini-warehouse/office development built by the applicant on Commercial Industrial (CI) zoned property along Oak Street in Port Orange. The proposed amendment does not change any of the permitted uses or other development requirements for any other properties within the Crystal Lake PUD area.

The Crystal Lake MDA was approved by the City Council in 2000 and established a mixed-use development with various tracts, each with a common purpose and design theme. The properties on the eastern end of the PUD (Lots 15, 16, and 17) were designated with a Future Land Use of *Warehouse/Industrial* as this area is adjacent to existing commercial/industrial areas within the City of South Daytona and provides the opportunity for light industrial businesses to locate within Port Orange (Figure 2 – Future Land Use Map).

Figure 2. Future Land Use Map



In the Crystal Lake MDA, the permitted uses for Lot 17 currently include offices, office/warehouses, and the uses listed in the Light Industrial (LI) zoning district. According to the LDC, the uses allowed in the LI zoning district are typically manufacturing-type uses for industrial operations engaged in the fabrication or processing of products into finished goods, while the uses listed in the CI zoning district (Exhibit 1 – CI zoning uses) tend to be less intense storage, repair, services, and limited manufacturing uses.

According to the applicant, the request to add the uses allowed in the CI zoning district on Lot 17 is primarily to allow mini-warehouse as a permitted use, so a mini-warehouse/office development like other projects the applicant has constructed can be built on Lot 17. The applicant's typical mini-warehouse/office development is considered a mini-warehouse use since the buildings provide individual self-contained units of varying sizes that are typically used for the storage of business and household goods, or for contractor's supplies. The applicant states that their typical buildings have garage doors in the front of the building along with a standard door for access (Figure 3). The units in these buildings are typically unfinished but a tenant could build out the unit to locate a small business or can leave it unfinished and use it for self-storage.

Figure 3. Typical building in the applicant's existing mini-warehouse/office facility development



While the office/warehouse facility use is already a permitted use on Lot 17, according to the LDC, it is defined as an office building with an attached warehouse to accommodate the office use and the building housing these two uses must be designed so it appears from the street as a typical professional office building, and any associated truck loading areas not being visible from that street. Because the applicant's proposed buildings could be used for the individual self-contained storage of household goods without an office use, and the design of the buildings is not designed to appear as a typical office building,

the applicant proposed the amendment to allow the uses in the CI zoning district on Lot 17 so the property can be developed as a mini-warehouse/office facility.

Prior to development on Lot 17, a site plan will be required to be submitted to the city and approved by the Staff Development Review Committee (SDRC). Any development on Lot 17 will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) in the City's Land Development Code.

The proposed amendment has been reviewed by the Staff Development Review Committee (Police, Fire, Community Development, Public Utilities, Public Works, and City Attorney's Office).

CONSISTENCY WITH COMPREHENSIVE PLAN

Lot 17 is designated *Warehouse/Industrial* on the City's Future Land Use (FLU) Map. The original MDA was found to be consistent with the Comprehensive Plan when it was approved in 2000. The proposed 8th Amendment does not change the FLU designation for the subject property and is consistent with the general intent of the City's Comprehensive Plan.

RECOMMENDATION

Staff recommends approval of the 8th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development, subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENT

- Exhibit 1: List of Permitted Uses for the CI zoning district
- Exhibit 2: 8th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (see Ordinance Exhibit)

Exhibit 1
List of Permitted Uses for the CI zoning district

Permitted uses.

- (1) Adult/vocational education.
- (2) Antennas.
- (3) Appliance/electronic repair shops.
- (4) Boat repair, engine.
- (5) Business services.
- (6) Commercial/industrial equipment and supplies.
- (7) Commercial/industrial services.
- (8) Commercial/industrial warehouses.
- (9) Construction and home improvement contractor.
- (10) Fleet-based services.
- (11) Greenhouses and nurseries (wholesale and retail).
- (12) Infrastructure construction contractor's yard.
- (13) Laboratory, research and development.
- (14) Laundry and dry cleaning plants.
- (15) Maintenance contractors.
- (16) Manufacturing: craftsman shops.
- (17) Manufacturing: fabrication.
- (18) Manufacturing: limited.
- (19) Mini-warehouses.
- (20) Motor vehicle and boat storage facilities.
- (21) Motor vehicle repair facilities.
- (22) Motor vehicle service stations.
- (23) Motor vehicle towing and impoundment.
- (24) Offices.
- (25) Taxidermy.
- (26) Transportation services.
- (27) Truck/trailer/automobile rental.
- (28) Wholesalers and distributors.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Brewery (subsection 3.7).
- (2) Kennels (subsection 8).
- (3) Health/exercise club (subsection 6).
- (4) Motor vehicle sales (subsection 9.75).

Special exception uses (chapter 18, section 3).

- (1) Adult entertainment (subsection 1).
- (2) Used motor vehicle parts yards (subsection 23).



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (G18) First Reading - Ordinance No. 2022-22 - LDC Amendment/Chapter 2 & Chapter 5 (Case No. 22-25000005)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life
4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-22, amending Chapters 2 and 5 of the Land Development Code.

SUMMARY: Planning Commission Action (7/21/2022): Recommended Approval (Vote 6-0)

The proposed amendment to Chapters 2 and 5 of the Land Development Code (LDC) adds definitions for a speculative home and model home, updates the name of the agencies required to approve state-issued permits for water and sewer, adds requirements to allow a limited number of speculative homes to be built within a subdivision prior to the recording of a subdivision plat, and adds requirements for the development of speculative homes. The proposed amendment is to assist in the delivery of new homes by allowing the construction of speculative homes to begin prior to the recording of a subdivision plat and allowing for more timely delivery of homes soon after a subdivision is completed and accepted. Due to delays in delivery of materials, supply chain issues, and shortages of workers, construction timeframes for homes have lengthened from previous years. According to home builders in Port Orange, a typical single-family home that took 4-6 months to complete in 2020 now takes 6-10 months to complete.

A speculative home cannot be sold until the subdivision plat has been recorded and a Certificate of Occupancy will not be issued for a speculative home until the subdivision plat has been recorded and all subdivision infrastructure has been completed and approved.

Language has been proposed to differentiate between model homes and speculative homes by providing a clear definition of each, with the main distinction being that a model home is used for demonstration and sales purposes, is not occupied as a dwelling unit, and is open to the public for tours, and negotiation or execution of sales contracts. A speculative home is a new residential dwelling that a home builder builds on the speculation that it will sell, and it is not used for demonstration and sales

purposes or open to the public.

Similar to the current requirements in the LDC for the construction of model homes prior to the recording of a subdivision plat, the proposed amendment includes requirements for the construction of speculative homes prior to the recording of a subdivision plat. The following requirements would apply to the construction of a speculative home prior to the recording of a subdivision plat:

- a. No more than ten percent (10%), rounded to the nearest whole number, of the lots in a subdivision or subdivision phase may be constructed as speculative homes. The number of speculative homes permitted does not affect the number of model homes allowed in a subdivision or subdivision phase.
- b. Speculative homes shall be constructed on lots in clusters of two or more homes within the same subdivision or subdivision phase.
- c. Permanent sewer connections shall not be made until the sanitary sewer system has been completed and certified to the Florida Department of Environmental Protection (FDEP).
- d. Construction of access roads to speculative home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection and public safety vehicles.
- e. Provision for fire protection, including testing and approval of the water system by the Florida Department of Health (FDOH), if on-site hydrants are required to service the area where the proposed speculative homes will be constructed.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2022-22	8-16 Ord. No. 2022-22 LDC Amendment Ch 2 and 5.pdf
2.	Staff Report	Final Staff Report_Spec Homes LDC Amendments.pdf

Penelope Cruz	Created/Initiated - 7/22/2022
Tim Burman	Approved - 7/27/2022
Shannon Balmer	Approved - 8/4/2022
Wayne Clark	Approved - 8/10/2022
Robin Fenwick	Final Approval - 8/11/2022

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTERS 2 AND 5 TO PROVIDE
DEFINITIONS FOR SPECULATIVE AND MODEL HOMES;
UPDATE REQUIREMENTS FOR MODEL HOMES;
CREATE PROVISIONS FOR THE DEVELOPMENT OF
SPECULATIVE HOMES IN ORDER TO ALLOW THE
CONSTRUCTION THEREOF PRIOR TO PLATTING IN AID
OF MORE TIMELY DELIVERY OF HOMES AFTER
PLATTING IS COMPLETE; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the
Land Development Code; and

WHEREAS, the proposed amendments are necessary to improve the content of
the existing Land Development Code ("Code") as part of an ongoing maintenance effort
to make the Code and the development review process more efficient and consistent in
its application.

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends
Chapter 2 of the Land Development Code, to add the following definitions:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Model home. A residential building used for demonstration and sales purposes, not occupied as a dwelling unit, and open to the public for inspection, tours and negotiation or execution of sales contracts for the sale of that builder's homes or products.

Speculative home. A new residential dwelling that a home builder builds on the speculation that it will sell and shall not be used for demonstration and sales purposes or open to the public.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 5 of the Land Development Code, to read as follows:

Chapter 5 – SUBDIVISIONS

[No changes to Sections 1 thru 8]

Section 9: - Model homes.

Model home construction prior to plat recording shall only be allowed upon compliance with the following requirements:

- (a) Subdivisions without a recorded plat shall be allowed up to a total of 6 model homes subject to the following requirements:
 - ~~(1) Water meters for the model homes shall not be installed until the subdivision improvements have been accepted by the city.~~
 - (12) Permanent sewer connections shall not be made until the sanitary sewer system has been completed and certified to Florida Department of Environmental Protection (FDEP).
- ~~(b) Model home construction prior to plat recording shall only be allowed upon compliance with the following requirements:~~
 - (21) Provision for fire protection, including testing and approval of the water system by the Florida Department of Health Environmental Protection (FDOHEP), if on-site hydrants are required to service the area where the proposed models will be constructed.
 - (32) Construction of access roads to the model home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection vehicles.
 - (43) Temporary parking for model home sites may be constructed of gravel or other pervious or semi-pervious material; however, required handicap accessible parking spaces shall be constructed in accordance with the city's standard construction details.

Additional requirements, restrictions, and conditions may be imposed by the administrative official to address specific site or project concerns.

Section 9.5: - Speculative homes.

Speculative home construction prior to plat recording shall only be allowed upon compliance with the following requirements:

- (a) No more than ten percent (10%), rounded to the nearest whole number, of the lots in a subdivision or subdivision phase may be constructed as speculative homes. The number of speculative homes permitted does not affect the number of model homes allowed in a subdivision or subdivision phase.
- (b) Speculative homes shall be constructed in clusters of two or more homes within the same subdivision or subdivision phase.
- (c) Permanent sewer connections shall not be made until the sanitary sewer system has been completed and certified to Florida Department of Environmental Protection (FDEP).
- (d) Construction of access roads to the speculative home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection vehicles.
- (e) Provision for fire protection, including testing and approval of the water system by the Florida Department of Health (FDOH), if on-site hydrants are required to service the area where the proposed speculative homes will be constructed.

[No changes to the Section 10]

SECTION 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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

SECTION 6: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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



STAFF REPORT

CASE NO. 22-25000005

LDC Amendment/Chapter 2 & Chapter 5

REQUEST:	To amend the Land Development Code (LDC) to update requirements for model homes to reflect current procedures and reporting agencies and add definitions for model homes and speculative homes and establish regulations for the construction of speculative homes prior to subdivision plat recording.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (July 21, 2022)
CITY COUNCIL DATE:	August 16, 2022

INTRODUCTION

Staff has been updating the Land Development Code (LDC) in phases over the past several years. Prior amendments included updates to sign regulations, the “green” building initiative, erosion control, floodplain management, updates to Building Code references, county-wide Traffic Impact Analysis standards, school concurrency, Construction Standards modifications, site plan, and subdivision regulations, removal of select uses from the Ridgewood Corridor zoning district, zero lot line homes in the R-2D zoning district, microbreweries, architecture requirements, economic development – Ridgewood targeted businesses, tree preservation, redevelopment related amendments to the Riverwalk Overlay District and the Planned Commercial-Riverwalk (PC-R) zoning district, and others.

PROPOSED AMENDMENT

The proposed amendment to Chapters 2 and 5 of the Land Development Code (LDC) updates requirements for model homes to reflect current procedures and reporting agencies and adds requirements to allow a limited number of speculative homes to be built prior to the recording of a subdivision plat in order to assist in the delivery of new attached and detached single-family homes. Due to delays in delivery of materials, supply chain issues, and shortage of workers; construction timeframes for homes have lengthened. Allowing the construction of speculative homes to begin prior to the recording of a subdivision plat will allow for more timely delivery of homes soon after a subdivision is completed and accepted.

Language has been proposed to differentiate between model homes and speculative homes by providing a clear definition of each, with the main distinction being that a model home is used for demonstration and sales purposes, is not occupied as a dwelling unit, and open to the public for tours, and negotiation or execution of sales contracts. A speculative home is a new residential dwelling that a home builder builds on the

speculation that it will sell, and it is not used for demonstration and sales purposes or open to the public.

Similar to the current requirements in the LDC for the construction of model homes prior recording of a subdivision plat, the proposed amendment includes the following regulations for speculative homes built prior to recording of a subdivision plat:

- a) No more than ten percent (10%), rounded to the nearest whole number, of the lots in a subdivision or subdivision phase may be constructed as speculative homes. The number of speculative homes permitted does not affect the number of model homes allowed in a subdivision or subdivision phase.
- (b) Speculative homes shall be constructed on lots in clusters of two or more homes within the same subdivision or subdivision phase.
- (c) Permanent sewer connections shall not be made until the sanitary sewer system has been completed and certified to Florida Department of Environmental Protection (FDEP).
- (d) Construction of access roads to the speculative home sites prior to building permit issuance, to the extent necessary to allow sufficient access by city inspection vehicles.
- (e) Provision for fire protection, including testing and approval of the water system by the Florida Department of Health (FDOH), if on-site hydrants are required to service the area where the proposed speculative homes will be constructed.

RECOMMENDATION

Staff recommends approval of the amendments to Chapters 2 and 5 of the Land Development Code (LDC).

ATTACHMENT

Exhibit 1: Proposed LDC Amendment to Chapters 2 and 5 (see Ordinance Exhibit)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 8/16/2022

SUBJECT: (H19) Fiscal Year 2021 - 2022, Third Quarter Financial Report

DEPARTMENT: Finance

GOAL: Goal 5 - Financial Sustainability

RECOMMENDED MOTION: Report only, no motion needed.

SUMMARY: The quarterly financial reports provide a comprehensive review of the City's primary operating funds, the General, Water / Wastewater, Solid and Stormwater Funds, with graphical presentations of the City's major revenue sources with comparisons to prior year actual results and current year budget projections. The report also provides information on the ending fund balance and cash position, debt, grant activity, capital projects, and financial statements for all City funds.

PRESENTER: John McKinney

ATTACHMENTS:

1.	06.30.22 Quarterly Presentation	06.30.22 Quarterly Presentation.pdf
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Robin Fenwick
John McKinney
Wayne Clark
Robin Fenwick

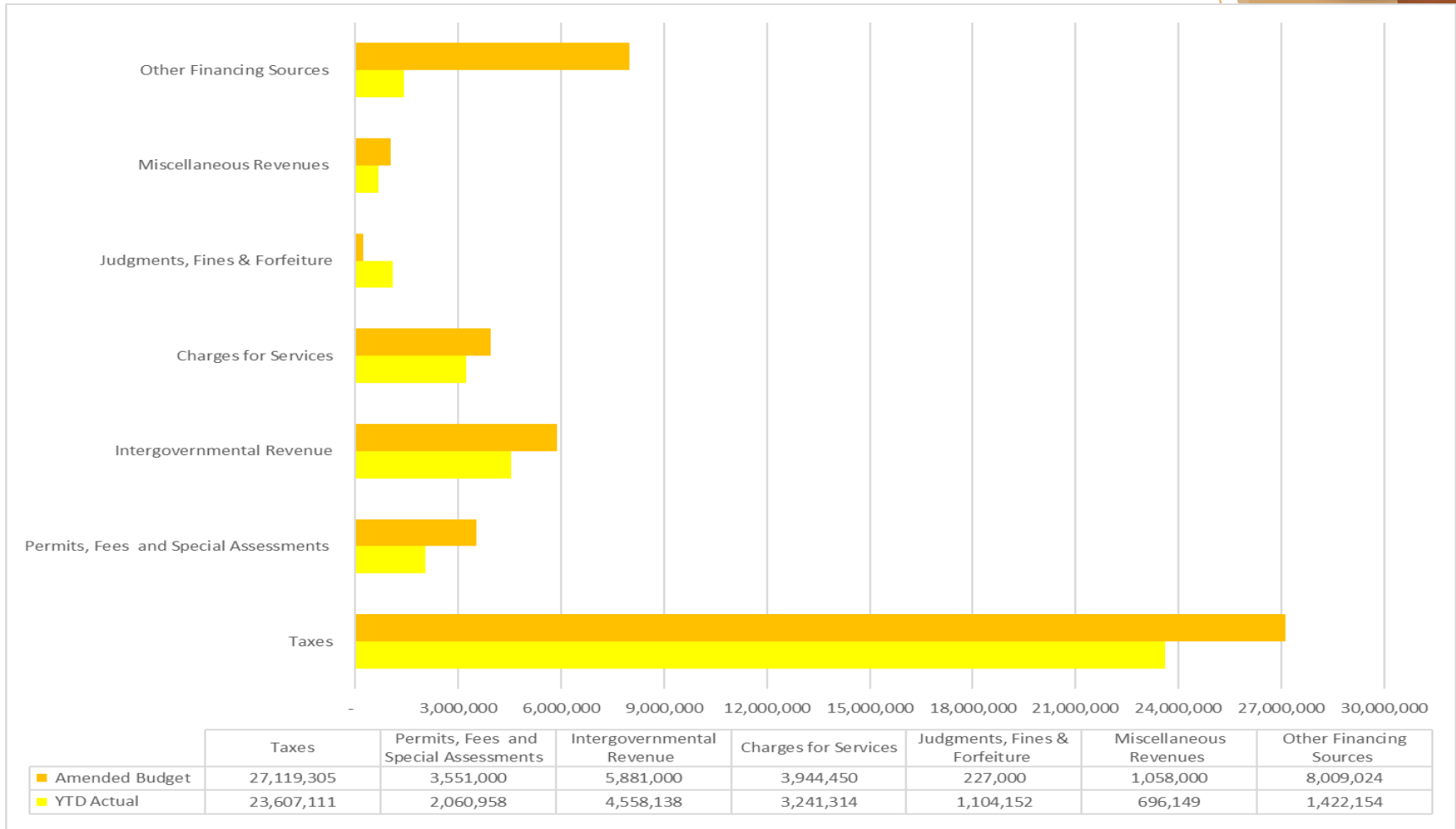
Created/Initiated - 6/29/2022
Approved - 8/2/2022
Approved - 8/10/2022
Final Approval - 8/11/2022



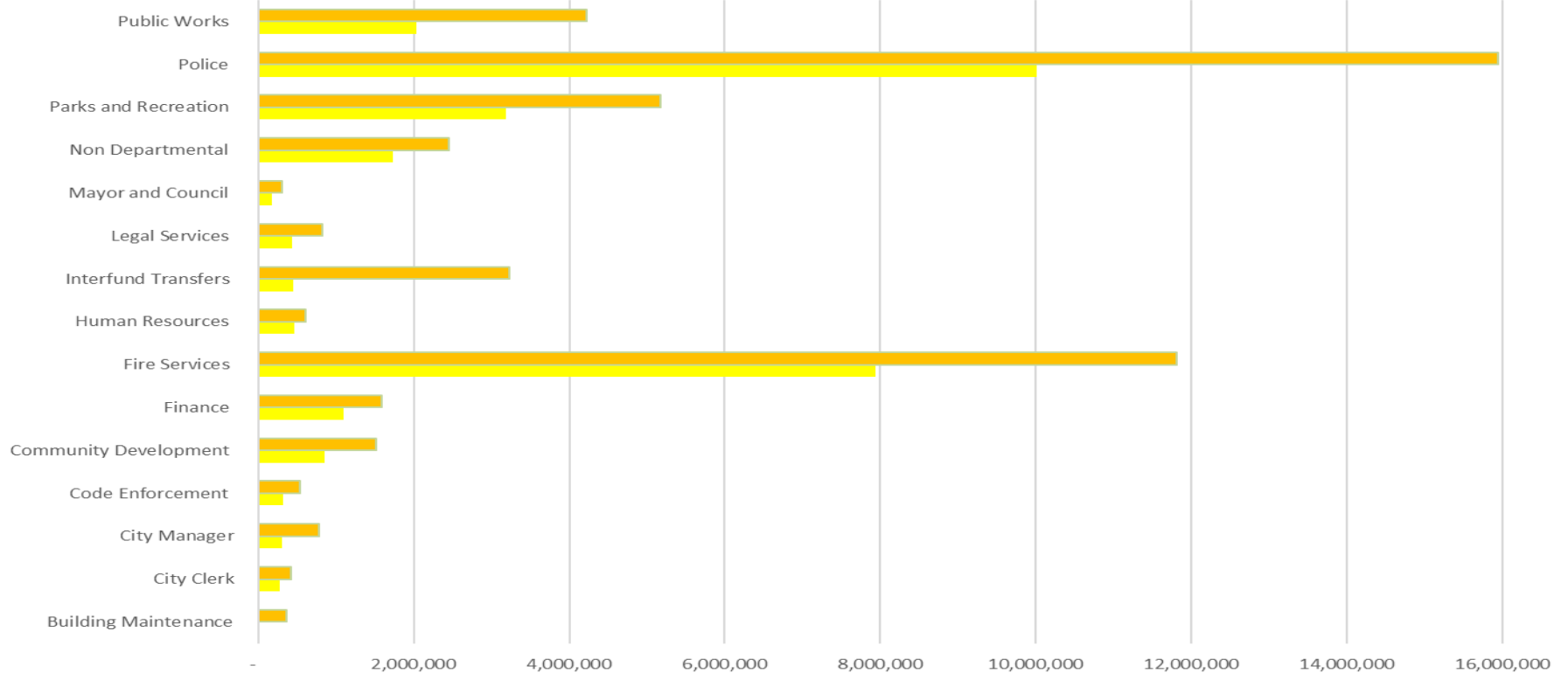
CITY OF PORT ORANGE, FL

**3RD QUARTER FINANCIALS
AS OF JUNE 2022**

GENERAL FUND REVENUE

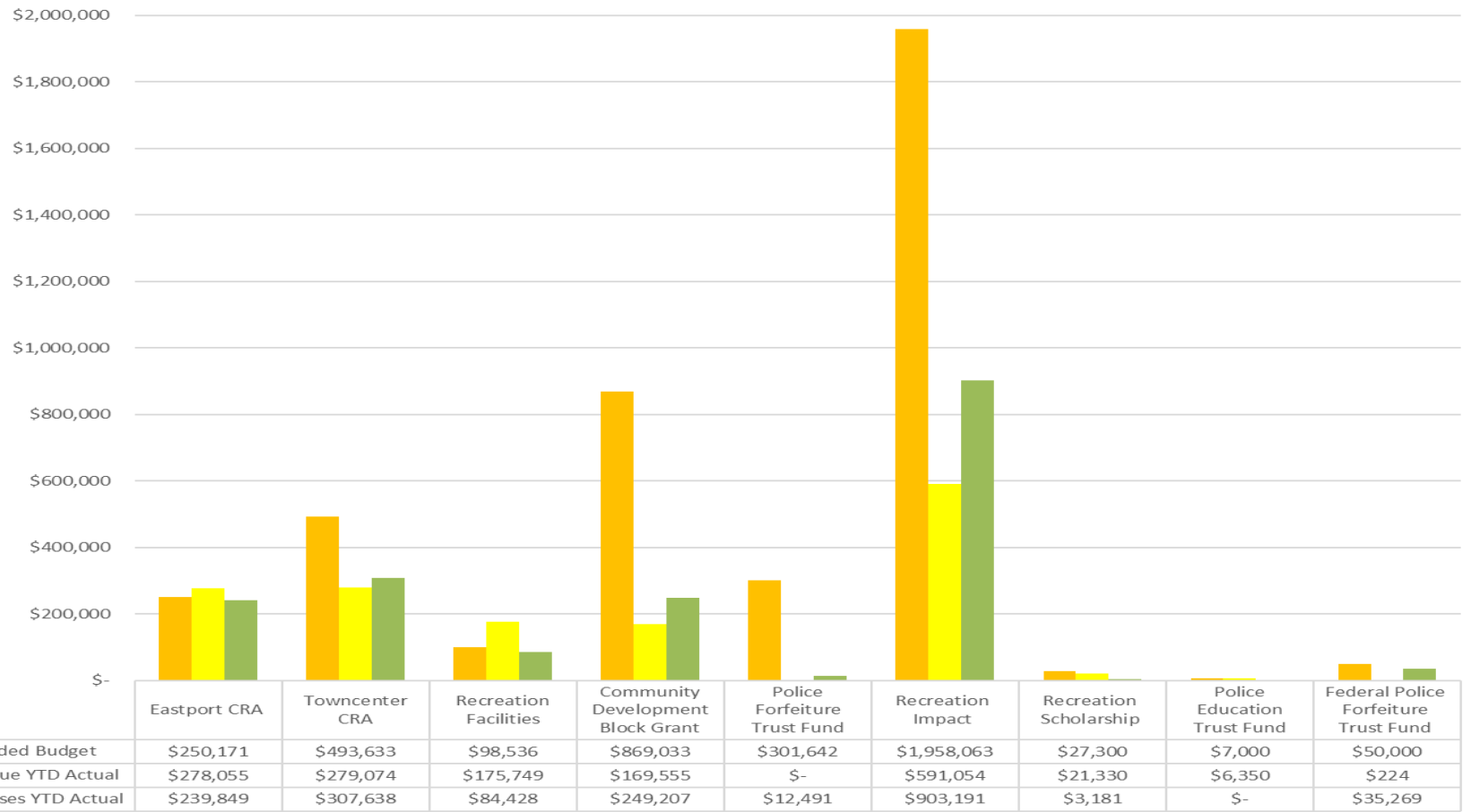


GENERAL FUND EXPENSES



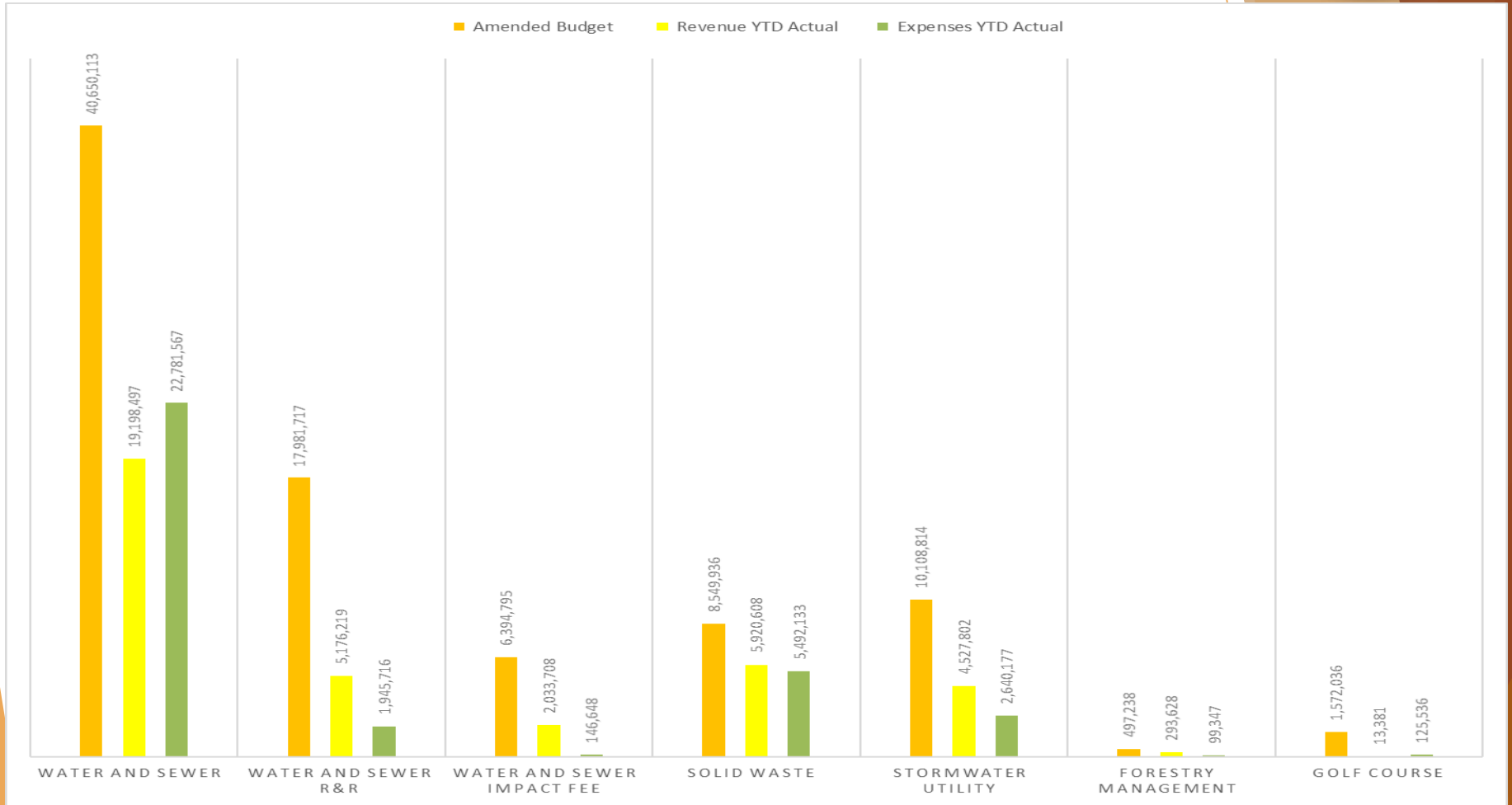
	Building Maintenance	City Clerk	City Manager	Code Enforcement	Community Development	Finance	Fire Services	Human Resources	Interfund Transfers	Legal Services	Mayor and Council	Non Departmental	Parks and Recreation	Police	Public Works
Amended Budget	367,700	415,363	778,714	534,663	1,523,22	1,595,25	11,803,9	614,090	3,226,62	828,845	302,662	2,451,22	5,175,15	15,945,1	4,227,18
YTD Actual	-	278,931	303,729	321,011	859,964	1,103,90	7,938,52	470,208	447,626	435,991	183,763	1,728,34	3,180,84	10,014,5	2,037,98

SPECIAL REVENUE FUND

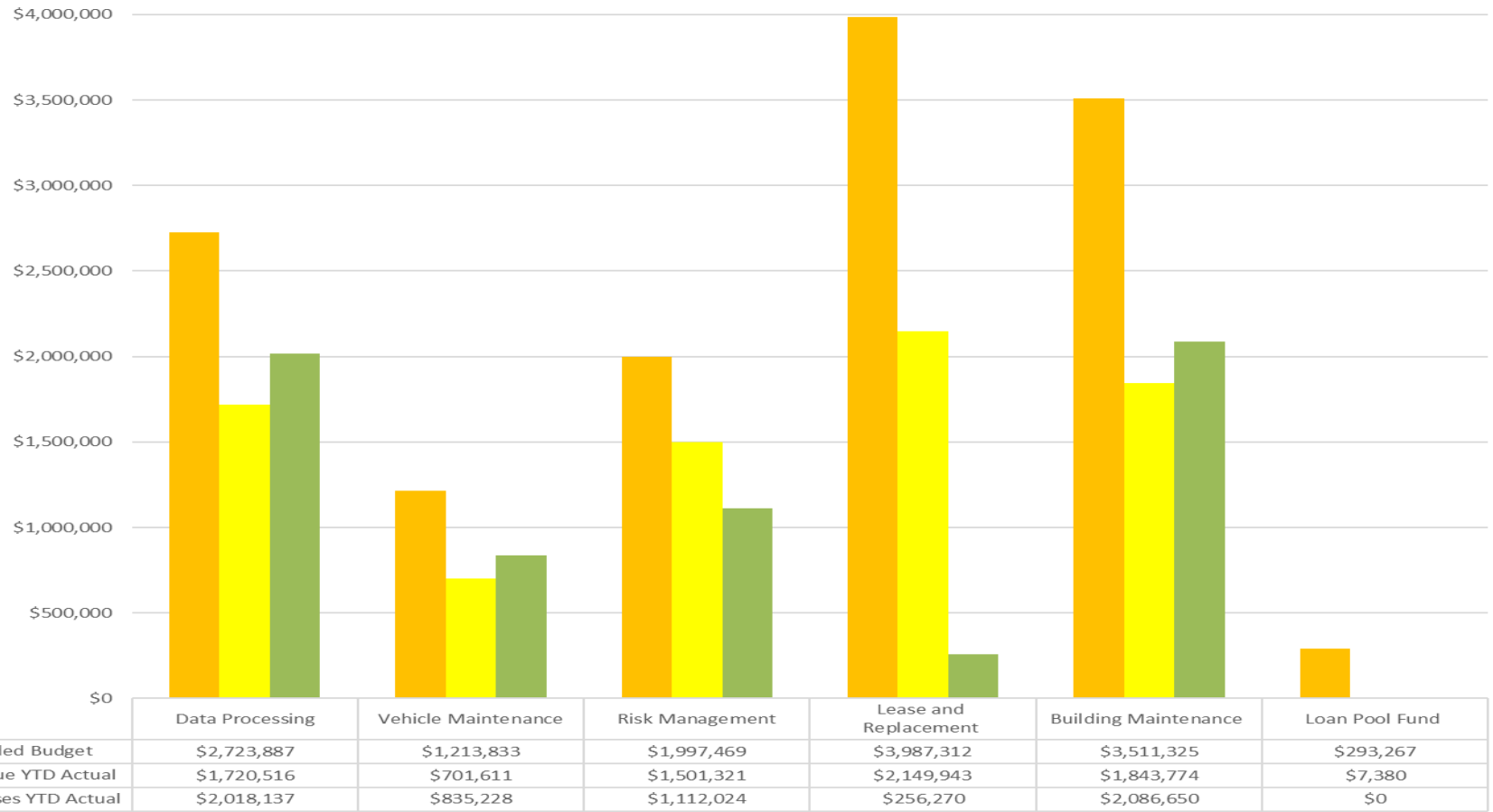




ENTERPRISE FUND



INTERNAL SERVICE FUND



OUTSTANDING DEBT



Debt	Outstanding FY22	FY P&I
General Obligation Note, Series 2016 (G)	\$9,815,000	\$900,519
Capital Improvement Revenue Bonds, Series 2014 (G)	\$12,190,000	\$1,150,675
Tax Increment Note, Series 2006 (Eastport) (G)	\$665,000	\$235,101
Tax Incr Rev Bonds, Series 2007 (Town Center) (G)	\$3,900,000	\$401,319
Stormwater Utility Revenue Bonds, Series 2005 (B)	\$4,965,000	\$222,935
State Revolving Fund Loan (SRF) 5150 (B)	\$2,227,578	\$237,659
State Revolving Fund Loan (SRF) 3030 (B)	\$1,506,066	\$147,739
State Revolving Fund Loan (SRF) 513P (B)	\$1,331,964	\$457,067
State Revolving Fund Loan (SRF) 514S (B)	\$2,053,115	\$244,684
Total	\$38,653,723	\$3,997,699



Investments

Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ High inflation
 - ▶ A strong labor market
 - ▶ Depressed consumer confidence
 - ▶ Growing potential for economic recession



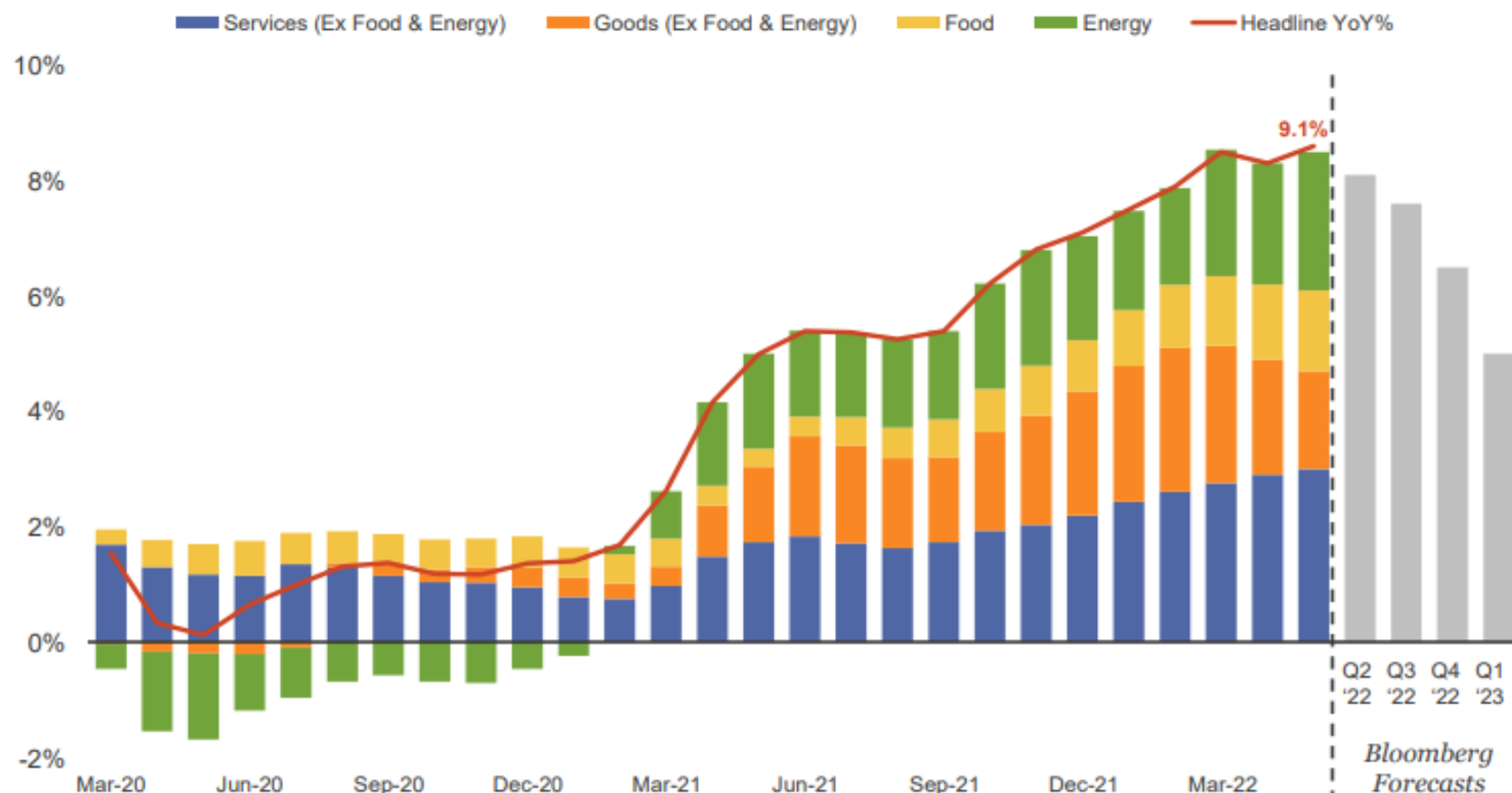
- ▶ The Federal Reserve is tightening monetary policy
 - ▶ More aggressive rate hikes to battle persistent inflation
 - ▶ Short-term fed funds rate projected to reach 3.25% to 3.75% by year-end
 - ▶ Start of balance sheet reduction; pace to double beginning in September



- ▶ Asset prices have fallen sharply in 2022 as a result of:
 - ▶ The impact of higher rates on bond prices and equity valuations
 - ▶ Wider credit spreads
 - ▶ High commodity prices, rising labor costs, and the continuing conflict in Ukraine
 - ▶ High levels of volatility and uncertainty

U.S. Inflation Hit a New Four-Decade High in May

Consumer Prices (CPI) Top-Line Contributions and Year-over-Year Reading



Source: Bloomberg, as of May 2022.

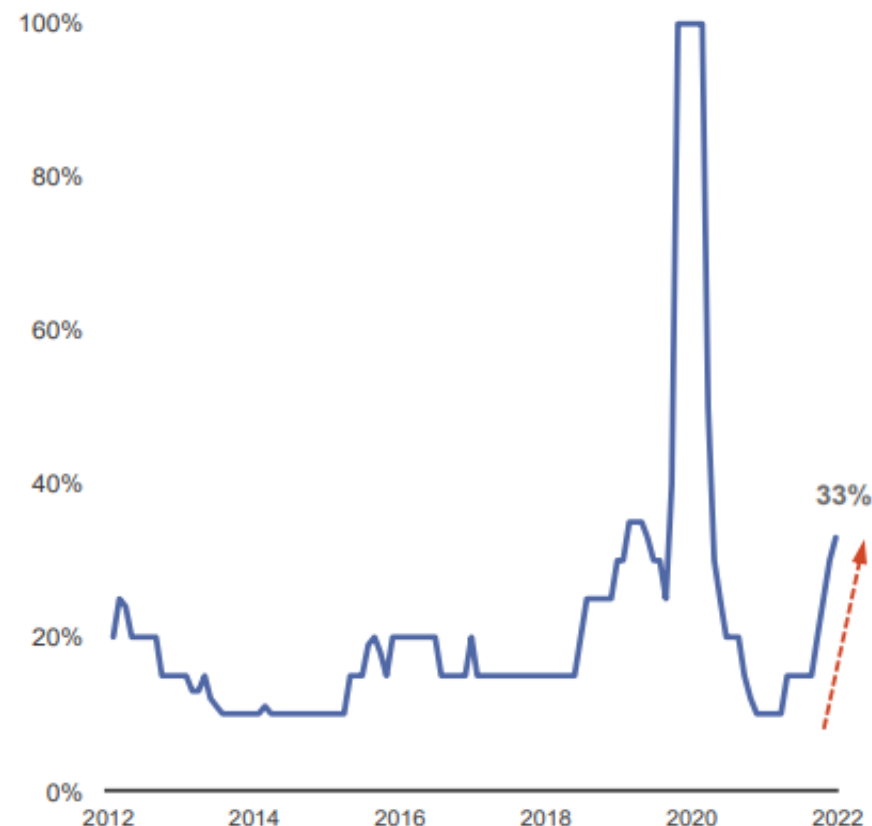
Uncertainty Grows Around Economic Outlook

U.S. 1-Year Recession Probability (Bloomberg Median Economist Forecast)

GDP Contributors

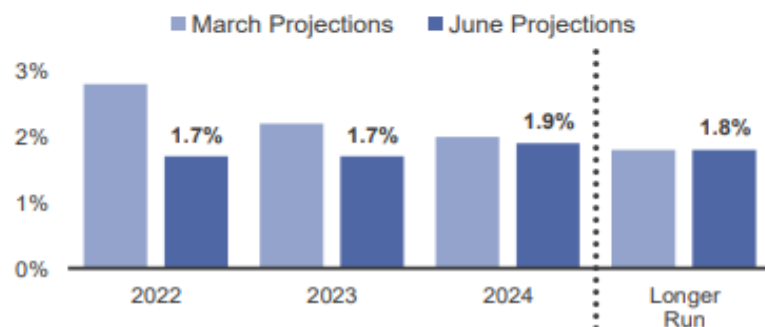
	Q2 2021	Q3 2021	Q4 2021	Q1 2022
U.S. Real GDP	6.7%	2.3%	6.9%	-1.6%
<i>Personal Consumption</i>	7.9%	1.4%	1.8%	1.2%
<i>Fixed Investment</i>	0.6%	-0.2%	0.5%	1.3%
<i>Private Inventories</i>	-1.3%	2.2%	5.3%	-0.4%
<i>Net Exports</i>	-0.2%	-1.3%	-0.2%	-3.2%
<i>Gov't Expenditures</i>	-0.3%	0.2%	-0.5%	-0.5%

Following a negative Q1 reading, economists expect positive yet decelerating growth amid an increasingly cautious consumer

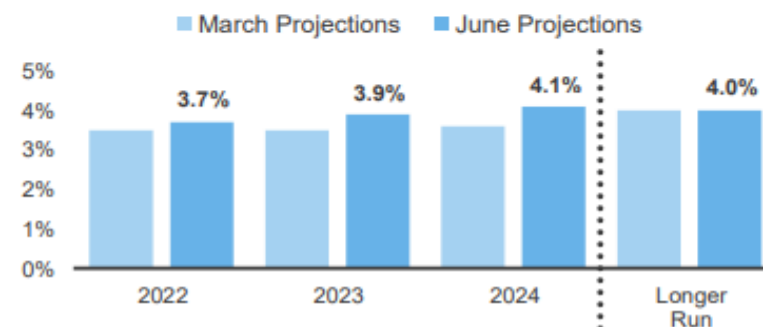


Fed's Updated Projections Show More Expected Inflation, Lower Growth

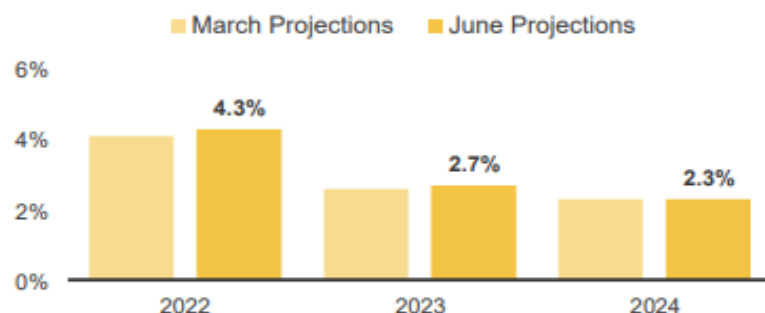
Change in Real GDP



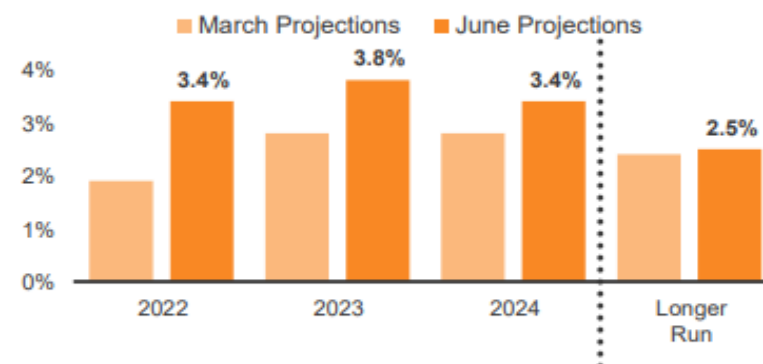
Unemployment Rate



Core PCE Inflation



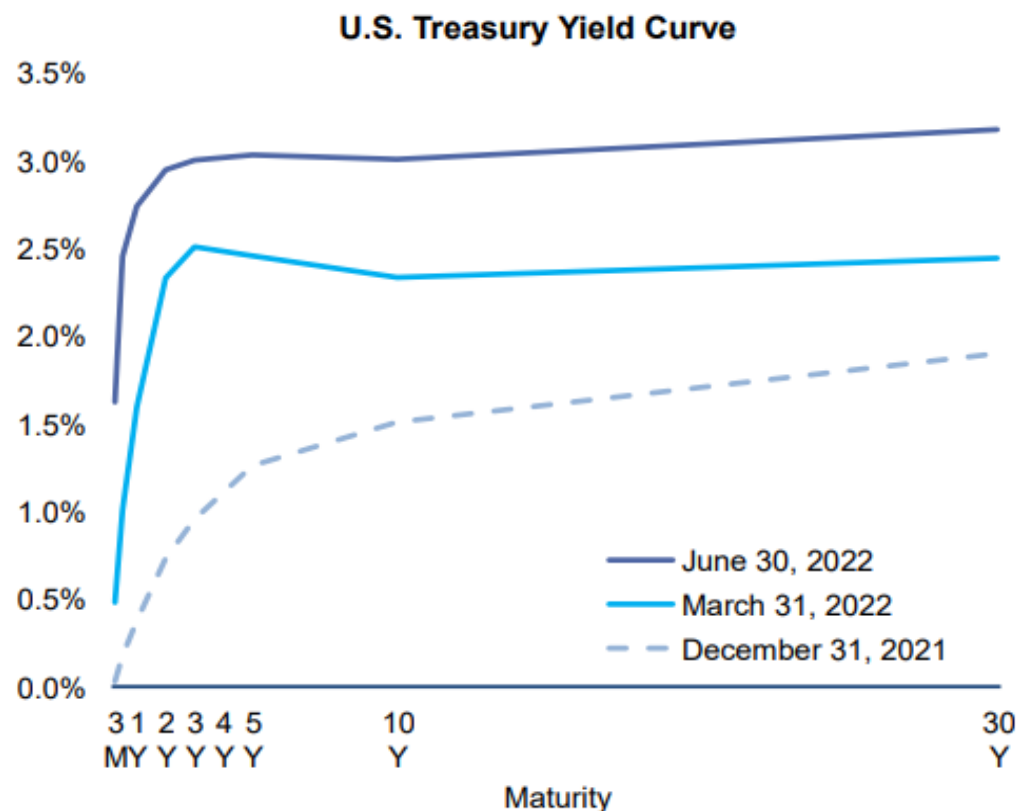
Federal Funds Rate



Source: Federal Reserve, latest economic projections as of June 2022.

Treasury Yields Move Higher Across the Curve; Curve Remains Flat Beyond 2-Years

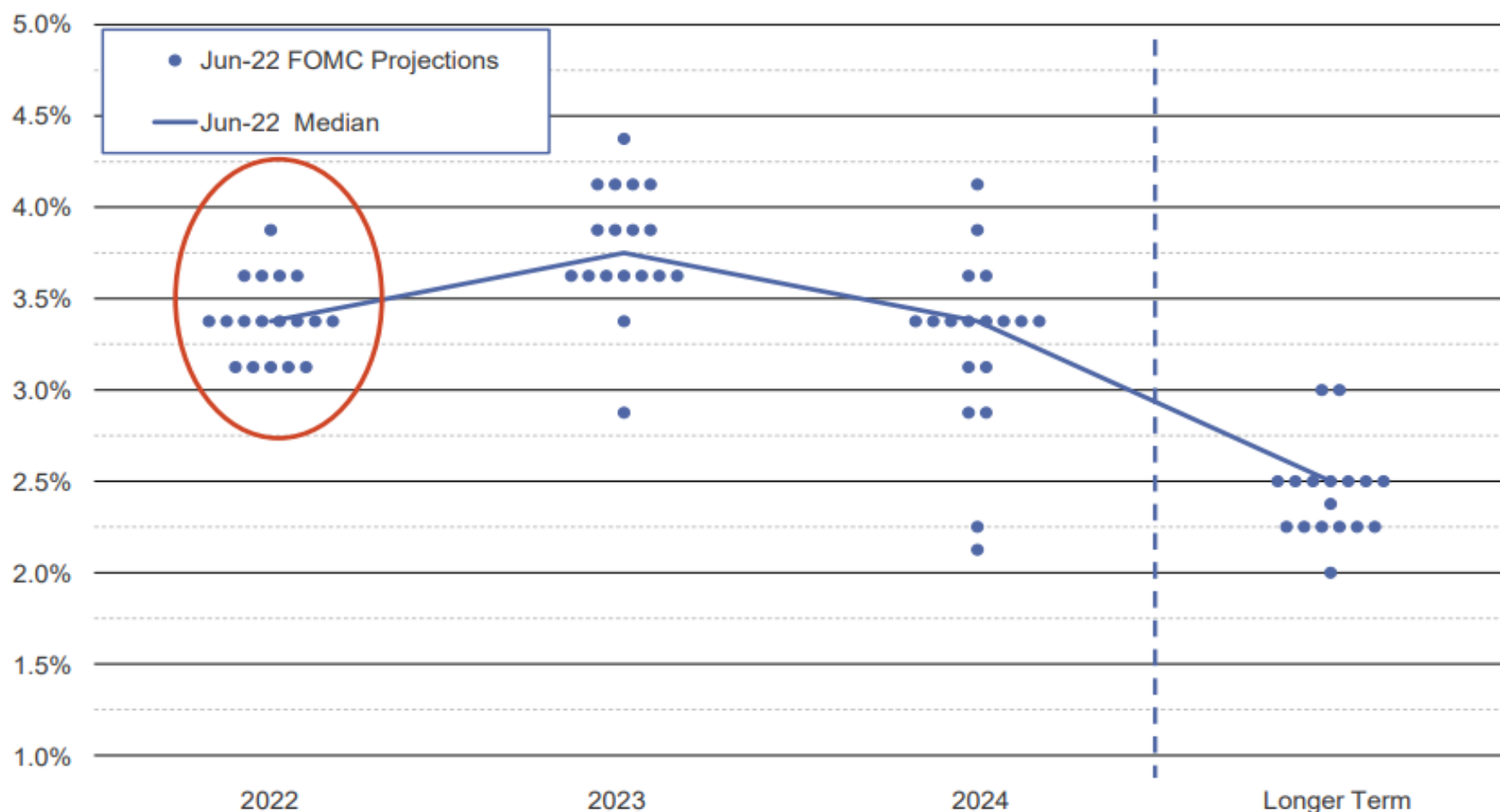
	2Q2022 6/30/22	1Q2022 3/31/22	QoQ Change
3-month	1.63%	0.48%	+1.15%
1-year	2.74%	1.60%	+1.14%
2-year	2.95%	2.33%	+0.62%
3-year	3.01%	2.51%	+0.50%
5-year	3.04%	2.46%	+0.58%
10-year	3.01%	2.34%	+0.67%
30-year	3.18%	2.45%	+0.73%



Source: Bloomberg, as of 6/30/2022.

Federal Reserve Officials Project 1.75% More in Rate Hikes in 2022

Fed Participants' Assessments of 'Appropriate' Monetary Policy



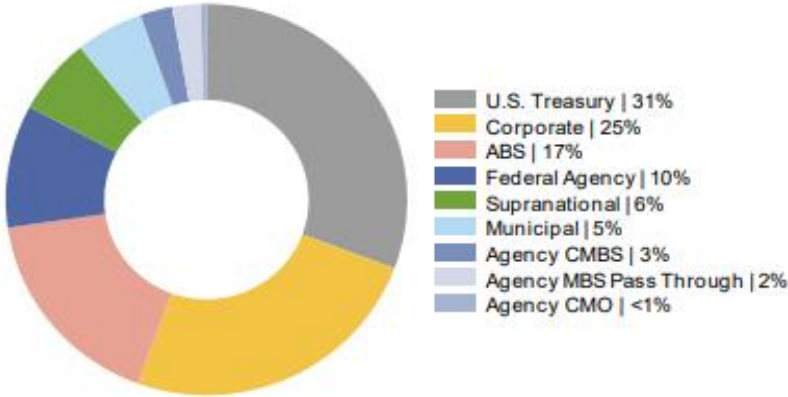
Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end.

Consolidated Summary

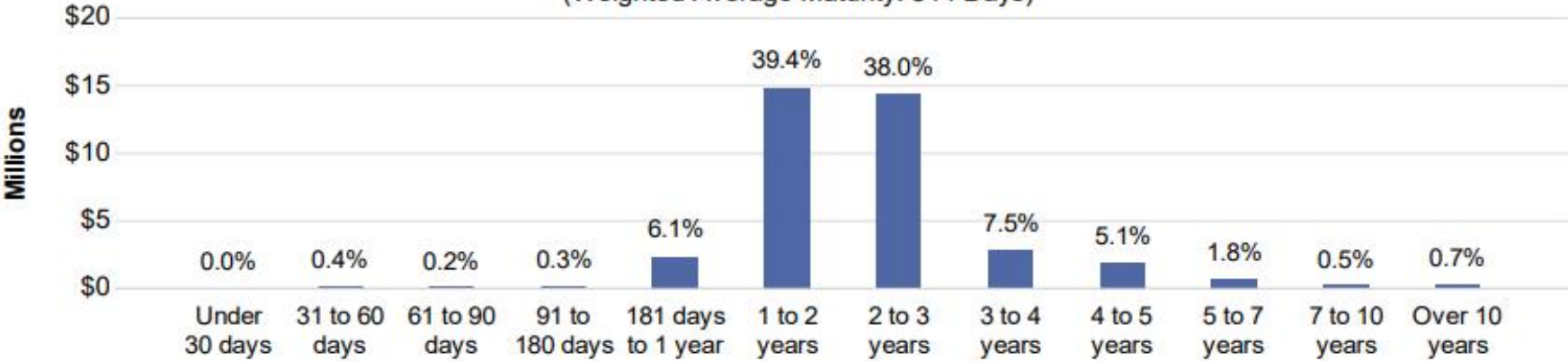
Account Summary

PFMAM Managed Account	\$38,320,501
Total Program	\$38,320,501

Sector Allocation

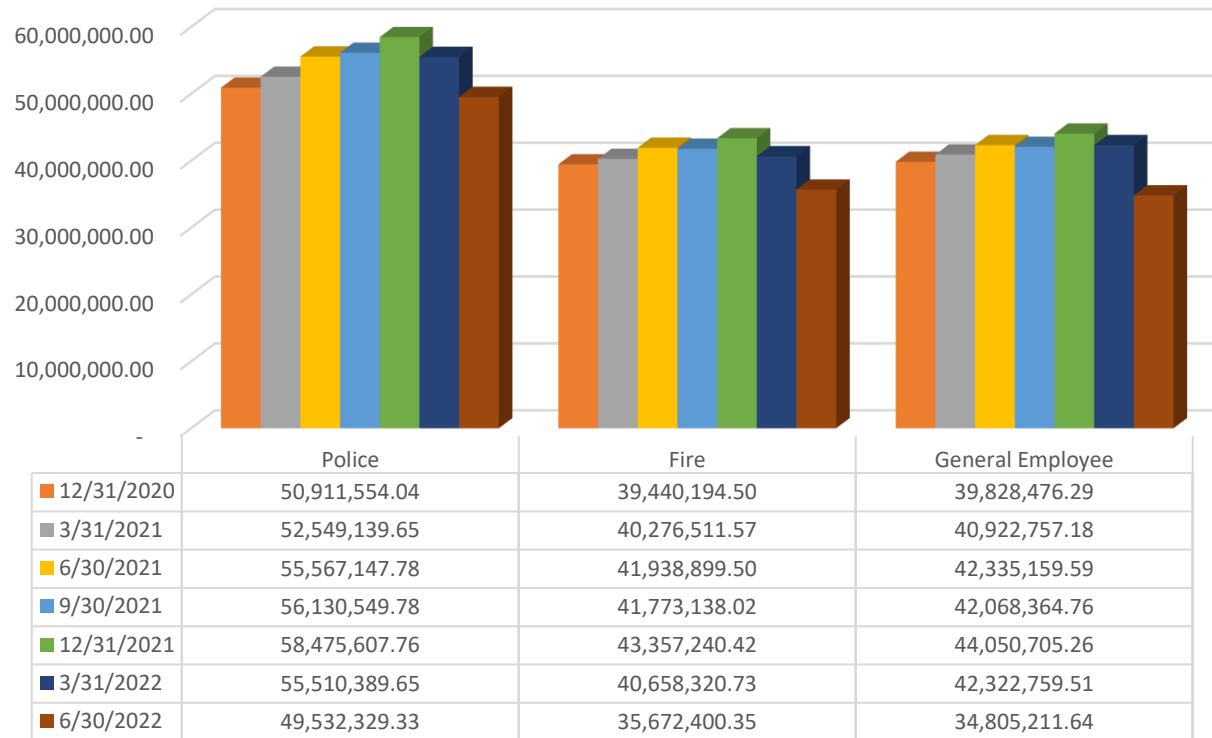


Maturity Distribution
(Weighted Average Maturity: 844 Days)



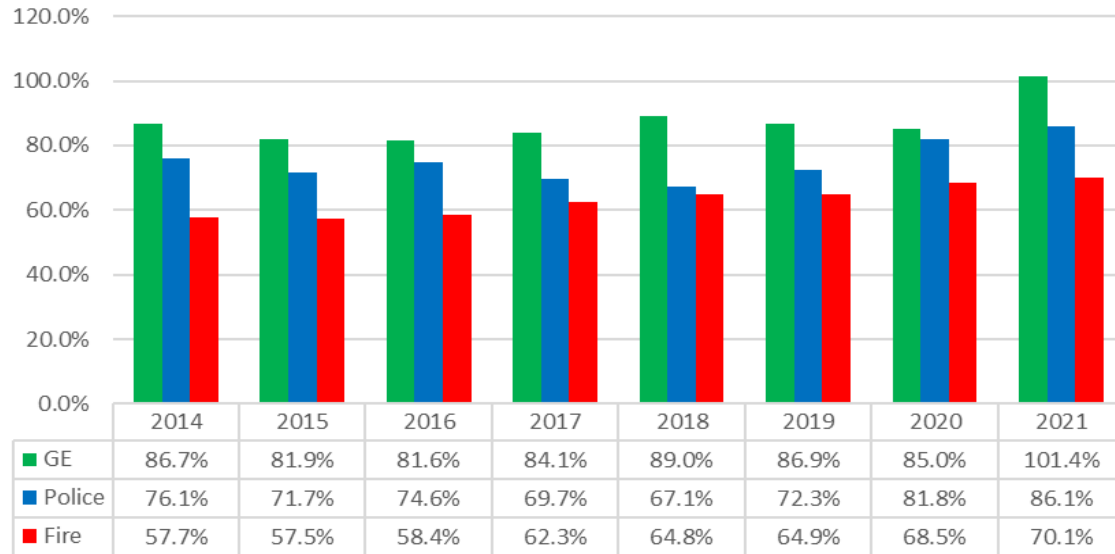
1. Account summary includes market values, accrued interest, cash and cash equivalents. Sector allocation and the maturity distribution include market values and accrued interest.

Historical Pension Market Values

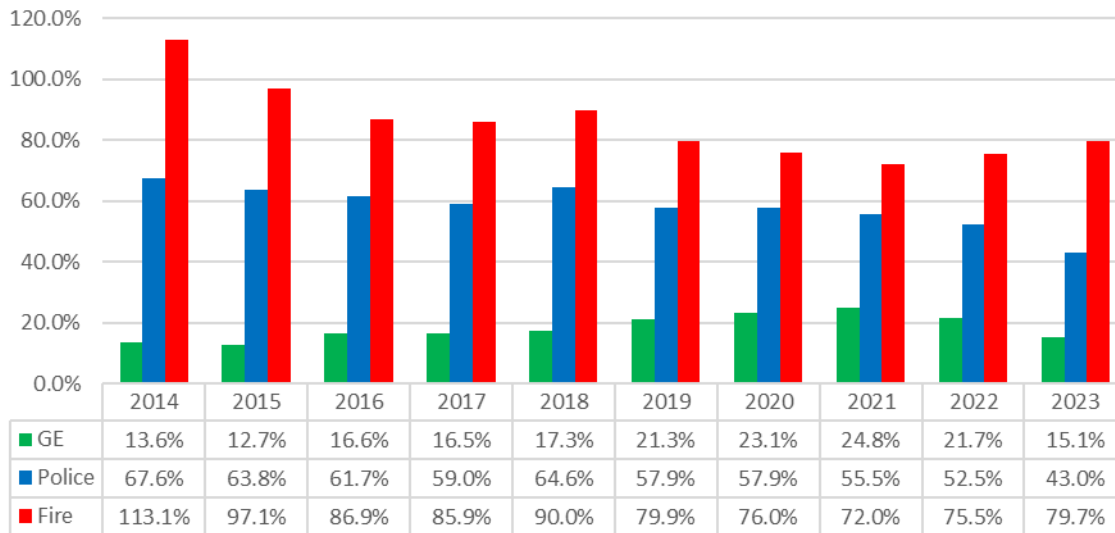


Note: Pensions are overseen by the three separate pension boards and the City has no direct responsibility of the pension plans.

Net Pension Liability (Funded)



Employer Required Contribution



Note: Pensions are overseen by the three separate pension boards and the City has no direct responsibility of the pension plans.



QUESTIONS

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